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# State of New Hampshire

DEPARTMENT OF SAFETY  
OFFICE OF THE COMMISSIONER  
33 HAZEN DR. CONCORD, N.H. 03305  
603-271-2791

ROBERT L. QUINN  
COMMISSIONER OF SAFETY

November 7, 2019

His Excellency, Governor Christopher T. Sununu  
and the Honorable Council  
State House  
Concord, New Hampshire 03301

### Requested Action

Pursuant to RSA 21-P:43, the Department of Safety, Division of Homeland Security and Emergency Management (HSEM) requests authorization to enter into a grant agreement with the Town of Milford (VC#177503-B002) for a total amount of \$9,999.75 to update their local hazard mitigation plan. Effective upon Governor and Council approval through April 1, 2022. Funding source: 100% Federal Funds.

Funding is available in the SFY 2020 operating budget as follows:

02-23-23-236010-43930000	Dept. of Safety	Homeland Sec-Emer Mgmt	Pre-Disaster Mitigation Grant Program
072-500574	Grants to Local Gov't - Federal		
Activity Code: 23PDM18 4393			\$9,999.75

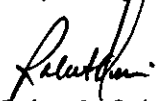
### Explanation

The grant listed above is funded from the Pre-Disaster Mitigation Grant Program (PDM), which was awarded to the Department of Safety, Division of Homeland Security and Emergency Management (HSEM) from the Federal Emergency Management Agency (FEMA). The PDM grant program provides funding to subrecipients for cost-effective hazard mitigation activities that complement a comprehensive mitigation program. FEMA provides PDM funds to states that, in turn, provide sub-grants or contracts for a variety of mitigation activities, such as planning and the implementation of projects identified through the evaluation of natural hazards.

The Hazard Mitigation Grant Program is 75% federally funded by the Federal Emergency Management Agency with a 25% match requirement supplied by the subrecipient. The subrecipient acknowledges their match obligation as part of Exhibit A and B to their grant agreement.

There are no General Funds required with this request. In the event that PDM funds become no longer available, General Funds and/or Highway Funds will not be requested to support this program

Respectfully submitted,

  
Robert L. Quinn  
Commissioner of Safety

**GRANT AGREEMENT**

The State of New Hampshire and the Subrecipient hereby  
Mutually agree as follows:  
**GENERAL PROVISIONS**

**1. Identification and Definitions.**

<b>1.1. State Agency Name</b> NH Department of Safety, Homeland Security and Emergency Management		<b>1.2. State Agency Address</b> 33 Hazen Drive Concord, NH 03305	
<b>1.3. Subrecipient Name</b> Town of Milford (VC# 177503-B002)		<b>1.4. Subrecipient Tel. #/Address</b> 603-673-2257 1 Union Square, Milford, NH 03055	
<b>1.5 Effective Date</b> G&C Approval	<b>1.6. Account Number</b> AU #43930000	<b>1.7. Completion Date</b> April 1, 2022	<b>1.8. Grant Limitation</b> \$9,999.75
<b>1.9. Grant Officer for State Agency</b> Alexx Monastiero, State Hazard Mitigation Officer		<b>1.10. State Agency Telephone Number</b> (603) 223-3627	
"By signing this form we certify that we have complied with any public meeting requirement for acceptance of this grant, including if applicable RSA 31:95-b."			
<b>1.11. Subrecipient Signature 1</b> <i>Gary L Daniels</i>		<b>1.12. Name &amp; Title of Subrecipient Signor 1</b> Gary L Daniels, Chair	
<b>Subrecipient Signature 2</b> <i>Paul Darcie</i>		<b>Name &amp; Title of Subrecipient Signor 2</b> PAUL DARCIÉ, VICE CHAIR	
<b>Subrecipient Signature 3</b> <i>Mike Potnam</i>		<b>Name &amp; Title of Subrecipient Signor 3</b> Mike Potnam Selectman	
<b>1.13. Acknowledgment:</b> State of New Hampshire, County of Hillsborough, <input checked="" type="checkbox"/> <del>DN</del> 11/28/19 before the undersigned officer, personally appeared the person identified in block 1.12., known to me (or satisfactorily proven) to be the person whose name is signed in block 1.11., and acknowledged that he/she executed this document in the capacity indicated in block 1.12.			
<b>1.13.1. Signature of Notary Public or Justice of the Peace</b> <i>Tina M. Philbrick</i>		<b>TINA M. PHILBRICK, Notary Public</b> State of New Hampshire My Commission Expires September 5, 2023 (Commission Expiration)	
<b>1.13.2. Name &amp; Title of Notary Public or Justice of the Peace</b> Tina M. Philbrick, Notary Public			
<b>1.14. State Agency Signature(s)</b> By: <i>Steven R. Lavoie</i> On: 11/18/19		<b>1.15. Name &amp; Title of State Agency Signor(s)</b> Steven R. Lavoie, Director of Administration	
<b>1.16. Approval by Attorney General (Form, Substance and Execution) (if G &amp; C approval required)</b> By: <i>Wm J. ...</i> Assistant Attorney General, On: 11/21/2019			
<b>1.17. Approval by Governor and Council (if applicable)</b> By: _____ On: / /			

**2. SCOPE OF WORK:** In exchange for grant funds provided by the State of New Hampshire, acting through the Agency identified in block 1.1 (hereinafter referred to as "the State"), pursuant to RSA 21-P:36, the Subrecipient identified in block 1.3 (hereinafter referred to as "the Subrecipient"), shall perform that work identified and more particularly described in the scope of work attached hereto as EXHIBIT A (the scope of work being hereinafter referred to as "the Project").

3. **AREA COVERED.** Except as otherwise specifically provided for herein, the Subrecipient shall perform the Project in, and with respect to, the State of New Hampshire.

4. **EFFECTIVE DATE: COMPLETION OF PROJECT.**

4.1. This Agreement, and all obligations of the parties hereunder, shall become effective on the date of approval of this Agreement by the Governor and Council of the State of New Hampshire if required (block 1.17), or upon signature by the State Agency as shown in block 1.14 ("the effective date").

4.2. Except as otherwise specifically provided herein, the Project, including all reports required by this Agreement, shall be completed in its entirety prior to the date in block 1.7 (hereinafter referred to as "the Completion Date").

5. **GRANT AMOUNT: LIMITATION ON AMOUNT: VOUCHERS: PAYMENT.**

5.1. The Grant Amount is identified and more particularly described in EXHIBIT B, attached hereto.

5.2. The manner of, and schedule of payment shall be as set forth in EXHIBIT B.

5.3. In accordance with the provisions set forth in EXHIBIT B, and in consideration of the satisfactory performance of the Project, as determined by the State, and as limited by subparagraph 5.5 of these general provisions, the State shall pay the Subrecipient the Grant Amount. The State shall withhold from the amount otherwise payable to the Subrecipient under this subparagraph 5.3 those sums required, or permitted, to be withheld pursuant to N.H. RSA 80:7 through 7-c. The payment by the State of the Grant amount shall be the only, and the complete payment to the Subrecipient for all expenses, of whatever nature, incurred by the Subrecipient in the performance hereof, and shall be the only, and the complete, compensation to the Subrecipient for the Project. The State shall have no liabilities to the Subrecipient other than the Grant Amount.

5.4. Notwithstanding anything in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made, hereunder exceed the Grant limitation set forth in block 1.8 of these general provisions.

6. **COMPLIANCE BY SUBRECIPIENT WITH LAWS AND REGULATIONS.** In connection with the performance of the Project, the Subrecipient shall comply with all statutes, laws regulations, and orders of federal, state, county, or municipal authorities which shall impose any obligations or duty upon the Subrecipient, including the acquisition of any and all necessary permits.

7. **RECORDS and ACCOUNTS.**

7.1. Between the Effective Date and the date three (3) years after the Completion Date the Subrecipient shall keep detailed accounts of all expenses incurred in connection with the Project, including, but not limited to, costs of administration, transportation, insurance, telephone calls, and clerical materials and services. Such accounts shall be supported by receipts, invoices, bills and other similar documents.

7.2. Between the Effective Date and the date three (3) years after the Completion Date, at any time during the Subrecipient's normal business hours, and as often as the State shall demand, the Subrecipient shall make available to the State all records pertaining to matters covered by this Agreement. The Subrecipient shall permit the State to audit, examine, and reproduce such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, data (as that term is hereinafter defined), and other information relating to all matters covered by this Agreement. As used in this paragraph, "Subrecipient" includes all persons, natural or fictional, affiliated with, controlled by, or under common ownership with, the entity identified as the Subrecipient in block 1.3 of these provisions.

8. **PERSONNEL.**

8.1. The Subrecipient shall, at its own expense, provide all personnel necessary to perform the Project. The Subrecipient warrants that all personnel engaged in the Project shall be qualified to perform such Project, and shall be properly licensed and authorized to perform such Project under all applicable laws.

8.2. The Subrecipient shall not hire, and it shall not permit any subcontractor, subgrantee, or other person, firm or corporation with whom it is engaged in a combined effort to perform the Project, to hire any person who has a contractual relationship with the State, or who is a State officer or employee, elected or appointed.

8.3. The Grant Officer shall be the representative of the State hereunder. In the event of any dispute hereunder, the interpretation of this Agreement by the Grant Officer, and his/her decision on any dispute, shall be final.

9. **DATA: RETENTION OF DATA: ACCESS.**

9.1. As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations,

computer programs, computer printouts, notes, letters, memoranda, paper, and documents, all whether finished or unfinished.

9.2. Between the Effective Date and the Completion Date the Subrecipient shall grant to the State, or any person designated by it, unrestricted access to all data for examination, duplication, publication, translation, sale, disposal, or for any other purpose whatsoever.

9.3. No data shall be subject to copyright in the United States or any other country by anyone other than the State.

9.4. On and after the Effective Date all data, and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason, whichever shall first occur.

9.5. The State, and anyone it shall designate, shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, all data.

10. **CONDITIONAL NATURE OR AGREEMENT.** Notwithstanding anything in this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability or continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available or appropriated funds. In the event of a reduction or termination of those funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Subrecipient notice of such termination.

11. **EVENT OF DEFAULT: REMEDIES.**

11.1. Any one or more of the following acts or omissions of the Subrecipient shall constitute an event of default hereunder (hereinafter referred to as "Events of Default"):

11.1.1 Failure to perform the Project satisfactorily or on schedule; or

11.1.2 Failure to submit any report required hereunder; or

11.1.3 Failure to maintain, or permit access to, the records required hereunder; or

11.1.4 Failure to perform any of the other covenants and conditions of this Agreement.

11.2. Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

11.2.1 Give the Subrecipient a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Subrecipient notice of termination; and

11.2.2 Give the Subrecipient a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the Grant Amount which would otherwise accrue to the Subrecipient during the period from the date of such notice until such time as the State determines that the Subrecipient has cured the Event of Default shall never be paid to the Subrecipient; and

11.2.3 Set off against any other obligation the State may owe to the Subrecipient any damages the State suffers by reason of any Event of Default; and

11.2.4 Treat the agreement as breached and pursue any of its remedies at law or in equity, or both.

12. **TERMINATION.**

12.1. In the event of any early termination of this Agreement for any reason other than the completion of the Project, the Subrecipient shall deliver to the Grant Officer, not later than fifteen (15) days after the date of termination, a report (hereinafter referred to as the "Termination Report") describing in detail all Project Work performed, and the Grant Amount earned, to and including the date of termination.

12.2. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall entitle the Subrecipient to receive that portion of the Grant amount earned to and including the date of termination.

12.3. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall in no event relieve the Subrecipient from any and all liability for damages sustained or incurred by the State as a result of the Subrecipient's breach of its obligations hereunder.

12.4. Notwithstanding anything in this Agreement to the contrary, either the State or, except where notice default has been given to the Subrecipient hereunder, the Subrecipient, may terminate this Agreement without cause upon thirty (30) days written notice.

13. **CONFLICT OF INTEREST.** No officer, member of employee of the Subrecipient, and no representative, officer or employee of the State of New Hampshire or of the governing body of the locality or localities in which the Project is to be performed, who exercises any functions or responsibilities in the review or

Subrecipient Initials: 1.)  2.)  3.)  Date 10/25/2019

- approval of the undertaking or carrying out of such Project, shall participate in any decision relating to this Agreement which affects his or her personal interest or the interest of any corporation, partnership, or association in which he or she is directly or indirectly interested, nor shall he or she have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.
14. **SUBRECIPIENT'S RELATION TO THE STATE.** In the performance of this Agreement the Subrecipient, its employees, and any subcontractor or subgrantee of the Subrecipient are in all respects independent contractors, and are neither agents nor employees of the State. Neither the Subrecipient nor any of its officers, employees, agents, members, subcontractors or subgrantees, shall have authority to bind the State nor are they entitled to any of the benefits, workmen's compensation or emoluments provided by the State to its employees.
  15. **ASSIGNMENT AND SUBCONTRACTS.** The Subrecipient shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the State. None of the Project Work shall be subcontracted or subgranted by the Subrecipient other than as set forth in Exhibit A without the prior written consent of the State.
  16. **INDEMNIFICATION.** The Subrecipient shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based on, resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Subrecipient or subcontractor, or subgrantee or other agent of the Subrecipient. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant shall survive the termination of this agreement.
  17. **INSURANCE AND BOND.**
    - 17.1 The Subrecipient shall, at its own expense, obtain and maintain in force, or shall require any subcontractor, subgrantee or assignee performing Project work to obtain and maintain in force, both for the benefit of the State, the following insurance:
      - 17.1.1 Statutory workmen's compensation and employees liability insurance for all employees engaged in the performance of the Project, and
      - 17.1.2 Comprehensive public liability insurance against all claims of bodily injuries, death or property damage, in amounts not less than \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury or death any one incident, and \$500,000 for property damage in any one incident; and
    - 17.2 The policies described in subparagraph 17.1 of this paragraph shall be the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State, and authorized to do business in the State of New Hampshire. Each policy shall contain a clause prohibiting cancellation or modification of the policy earlier than ten (10) days after written notice thereof has been received by the State.
  18. **WAIVER OF BREACH.** No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event, or any subsequent Event. No express waiver of any Event of Default shall be deemed a waiver of any provisions hereof. No such failure of waiver shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other default on the part of the Subrecipient.
  19. **NOTICE.** Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses first above given.
  20. **AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Council of the State of New Hampshire, if required, or by the signing State Agency.
  21. **CONSTRUCTION OF AGREEMENT AND TERMS.** This Agreement shall be construed in accordance with the law of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assignees. The captions and contents of the "subject" blank are used only as a matter of convenience, and are not to be considered a part of this Agreement or to be used in determining the intent of the parties hereto.
  22. **THIRD PARTIES.** The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.
  23. **ENTIRE AGREEMENT.** This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings relating hereto.
  24. **SPECIAL PROVISIONS.** The additional provisions set forth in Exhibit C hereto are incorporated as part of this agreement.

**EXHIBIT A**

Scope of Services

1. The Department of Safety, Division of Homeland Security and Emergency Management (hereinafter referred to as "the State") is awarding the Town of Milford (hereinafter referred to as "the Subrecipient") \$9,999.75 within the Federal Fiscal Year 2018 Pre-Disaster Mitigation Grant Program (PDM) to update their Local Hazard Mitigation Plan.
2. "The Subrecipient" agrees to submit quarterly progress reports within fifteen (15) days after each quarter (April 15<sup>th</sup>, July 15<sup>th</sup>, October 15<sup>th</sup>, and January 15<sup>th</sup>) until all activities associated with the grant award have been completed.
3. "The Subrecipient" agrees that the project grant period ends April 1, 2022 and that a final performance and expenditure report will be sent to "the State" by May 1, 2022.
4. "The Subrecipient" agrees to comply with all applicable federal and state laws, rules, regulations, and requirements.
5. "The Subrecipient" shall maintain financial records, supporting documents, and all other pertinent records for a period of three (3) years from the grant period end date. In these records, "the Subrecipient" shall maintain documentation of the 25% cost share required by this grant.

Subrecipient Initials: 1.)  2.)  3.)  Date: 

**EXHIBIT B**

**Grant Amount and Method of Payment**

**1. GRANT AMOUNT**

	<b>Applicant</b>	<b>Grant</b>	
	<b>Share</b>	<b>(Federal Funds)</b>	<b>Cost Totals</b>
Project Cost	\$3,333.25	\$9,999.75	\$13,333.00
Project Cost is 75% Federal Funds, 25% Applicant Share			
Awarding Agency: Federal Emergency Management Agency (FEMA)			
Award Title & #: Pre-Disaster Mitigation Grant (PDM) EMB-2019-PC-0004			
Catalog of Federal Domestic Assistance (CFDA) Number: 97.047 (PDM)			
Applicant's Data Universal Numbering System (DUNS): 968527937			

**2. PAYMENT SCHEDULE**

- a. "The Subrecipient" agrees the total payment by "the State" under this grant agreement shall be up to \$9,999.75.
- b. "The State" shall reimburse up to \$9,999.75 to "the Subrecipient" upon "the State" receiving appropriate documentation of expended funds (i.e, copies of invoices and cancelled checks) and proof of match from "the Subrecipient".
- c. Upon G&C Approval, allowable match may be incurred for this project from the start of the federal period of performance of this grant, October 1, 2018, to the identified completion date April 1, 2022.

Subrecipient Initials: 1.) 

2.) 

3.) 

Date: 

**EXHIBIT C**

Special Provisions

1. This grant agreement may be terminated upon thirty (30) days written notice by either party.
2. Any funds advanced to "the Subrecipient" must be returned to "the State" if the grant agreement is terminated for any reason other than completion of the project.
3. Any funds advanced to "the Subrecipient" must be expended within thirty (30) days of receiving the advanced funds.
4. "The Subrecipient" will be required to provide the formally approved Local Hazard Mitigation Plan electronically (via email or CD) at the completion of the project.
5. "The Subrecipient" agrees to have an audit conducted in compliance with OMB Circular 2 CFR 200, if applicable. If a compliance audit is not required, at the end of each audit period "the Subrecipient" will certify in writing that they have not expended the amount of federal funds that would require a compliance audit (\$750,000). If required, they will forward for review and clearance a copy of the completed audit(s) to "the State".

Additionally, "the Subrecipient" has or will notify their auditor of the above requirements prior to performance of the audit. "The Subrecipient" will also ensure that, if required, the entire grant period will be covered by a compliance audit, which in some cases will mean more than one audit must be submitted. "The Subrecipient" will advise the auditor to cite specifically that the audit was done in accordance with OMB Circular 2 CFR 200. "The Subrecipient" will also ensure that all records concerning this grant will be kept on file for a minimum of three (3) years from the end of this audit period.

Subrecipient Initials: 1.) 

2.) 

3.) 

Date: 

DRAFT  
MINUTES OF THE MILFORD BOARD OF SELECTMEN MEETING  
October 28, 2019

**PRESENT:** Gary Daniels, Chairman Mark Bender, Town Administrator  
Paul Dargie, Vice Chairman Tina Philbrick, Recording Secretary  
Mike Putnam, Member - EXCUSED Tyler Berry, Videographer  
Laura Dudziak, Member  
Chris Labonte, Member

**1. CALL TO ORDER, BOARD OF SELECTMEN INTRODUCTIONS & PUBLIC SPEAKING INSTRUCTIONS:** Chairman Daniels called the public meeting to order at 5:30 p.m., introduced Board members and then led the audience in the Pledge of Allegiance. Chairman Daniels indicated that those people in the audience who want to speak or add to the discussion should please use a microphone in order to be heard on the PEG Access live broadcast.

**2. APPOINTMENTS: (Approximate times)**  
**5:30 p.m. – Public Hearing for The Acceptance for Expenditure of Unanticipated Funds over \$10K NH (RSA (31:95) b)) – 2019 State Municipal Aid - \$182,960.44**  
The Town of Milford received \$182,960.44 in State Municipal Aid. The Town will also be receiving approximately the same amount in October 2020. The municipal aid for 2019 is unrestricted, meaning that it may be (1) used to reduce property taxes, (2) expended for any purpose for which a municipality may legally spend money, or (3) used for a combination of both. The money for 2019 is non-lapsing. If used to reduce the tax rate, the Board needs to vote on the specific amount it wishes to use to reduce the 2019 property tax rate and communicate that to the Department of Revenue Administration, (DRA).

The Town will also be receiving approximately the same amount in October 2020 which is considered anticipated revenue. Towns should appropriate that money as part of next year's budget, or it may be used to reduce the 2020 property tax rate. Chairman Daniels opened the public hearing.

Selectman Putnam made a motion to accept State Municipal Aid funds. Seconded by Selectman Dudziak.

Rodny Richey, Milford resident asked what non-lapsing meant. Chairman Daniels said it doesn't have to be spent this year. Next year we will receive a similar amount which is considered anticipated revenue and it will have to be used by the end of 2020. Rodny was concerned about the amount of time allotted to make a good decision on the additional funds. Rodny suggested using the fund to re-do the Board room design to make it easier to for the people who attend and those who watch from home, lighting, sound, etc. He suggests getting volunteer local interior designer to help. His second suggestion was to use the money on trails easements, like the one at the Post Office.

Susan Wilson, Milford citizen suggested using the money to reduce the tax rate or to help offset the increase the employees will have to pay towards a large increase in their insurance benefits which is coming up next year. Tina Philbrick, Milford citizen suggested the money be used to reduce the tax rate to help offset the re-valuation that took place earlier this year. Wade Campbell, Milford citizen suggested waiting to see what we come up with for warrants in 2020.

Chairman Daniels said one of the reasons we have to make a decision this evening if we are using it for taxes is because the department of Revenue needs the information to set our tax rate. Paul Calabria, Finance Director agreed, if we are using it for taxes we need to finish our last form, the estimated revenue form, so the DRA can set our tax rate. If using the money for something else, it doesn't have to be decided tonight.

Selectman Dargie suggests we use it to reduce the 2019 tax rate. Selectman Dudziak and Selectman Labonte agreed. Selectman Putnam asked if there were projects in town that can be paid for by cash that would decrease interest rates and save us money. Paul said we've had some unforeseen expenditures earlier in the year that will keep our interest income below what we were expecting to receive. Based on the financials at this point, he feels that it should be used to reduce the tax rate. Selectman Putnam agreed to use the money to reduce the tax rate. Chairman Daniels said his main thing was that it not be used for on-going operational costs because it's one-time money.

Selectman Putnam asked about the money that is being taking from the fund balance. Administrator Bender said the Board authorized using \$200,000 of fund balance and apply towards taxes on January 7, 2019. The Board can always use the fund balance for specific warrant articles as well.



DRAFT MINUTES OF BOARD OF SELECTMEN MEETING - 10/28/2019

63 Selectman Putnam made a motion to accept the State Municipal Aid funds money and to use the money to re-  
64 duce the 2019 tax rate. Selectman Dudziak seconded. All were in favor. The motion passed 5/0.

65  
66 Rodny asked how much would go towards the tax rate. Paul said it would be hard to determine at this point due to the  
67 re-val. Selectman Dargie said it would be roughly \$13.00 per \$100,000.

68  
69 **5:45 p.m. - Pre-Disaster Mitigation Grant - Chief Ken Flaherty**

70 Chief Flaherty said the Federal Emergency Management Agency (FEMA) has approved the application for the EMB-  
71 2019-PC-0004 - Local Hazard Mitigation Plan Updates. We have to do this every 5 years. The project cost is 75% Fed-  
72 eral Funds and 25% Applicant Share. The total amount of the Grant is \$13,330.25. The amount of the Federal portion  
73 of this grant is \$9,999.75 and the Towns share is \$3,333.25, which is covered in the Fire Departments budget.

74  
75 Selectman Putnam made a motion to accept the grant. Seconded by Selectman Dudziak. All were in favor. The  
76 motion passed 5/0. Chairman Daniels, Vice Chairman Dargie and Selectman Putnam will sign the grant.

77  
78 "The Select Board, in a majority vote, accepted the terms of the Pre-Disaster Mitigation Grant Program as pre-  
79 sented in the amount of \$9,999.75 to update the Town of Milford's Local Hazard Mitigation Plan. Furthermore,  
80 the Board acknowledges that the total cost of this project will be \$13,333.00, in which the town will be responsi-  
81 ble for 25% match \$3,333.25.

82  
83 **5:50 p.m. - Hutchinson Family Singers Memorial - Charlotte Annand and Mackenzie O'Connor**

84  
85 Charlotte gave a brief summary: The Milford Historical Society is beginning to investigate the possibility of having a  
86 memorial erected to pay tribute to a Milford family that was of utmost importance in the cause of abolitionism during  
87 the mid-1800s. The Hutchinson Family Singers were known throughout the country and in the UK as the most influen-  
88 tial singing group of their time. Historians credit them with bringing the message of abolitionism to more people in the  
89 US than any other single factor. But sadly, right here in their own home town of Milford they have been largely forgot-  
90 ten. We feel the need to correct that and create a memorial to them, but it is too large a task for the MHS to take on  
91 singly.

92  
93 We are asking for the BOS's support so we can begin a discussion in 2020 with the many interested citizens who at-  
94 tended our explanatory meeting on 10/16. We would then request a return visit to share a more detailed plan with the  
95 Board of Selectmen.

96  
97 Mackenzie, Milford resident and High School Student said that not one of the high school students that went to the ex-  
98 planatory meeting knew anything about the Hutchinson Family Singers. During Social Study lessons we learn about  
99 Eagle Hall and the Liberty Bell, but they forget to mention the Hutchinson Family Singers even though they originated  
100 from here and were a big part of abolitionist. Charlotte read the history of the Hutchinson Family Singers. There are  
101 also 7 students from the High School that have signed on to help.

102  
103 The Board is in agreement for the Historical Society to continue.

104  
105 **6:00p.m. - Vietnam Memorial - Jerry Guthrie, John Weidman and Lincoln Daley**

106 In summary, they are trying to put a Vietnam memorial together. This has been presented to the Recreation Department  
107 and the Historical Society/Heritage Commission, and they have looked favorably on this.  
108 The latest on-line survey in September received 91 responses.

- 109 • 78% of the responses supported a location proposed at 2 Union Street behind the existing WWII Memorial.
- 110 • 87% of respondents would be willing to donate to the project.

111 They are looking at Union Street for a location next to Rail Road Pond. The Vietnam Veterans were happy with the site.  
112 Jerry presented maps and diagrams for visuals and described what would take place. The memorial will encompass all  
113 branches of the Military. They need help with the names of those lost to make sure they have everyone. They are still in  
114 the process of raising money for this. They are also looking to get a cost estimate.

115  
116 Selectman Putnam asked if the property they want use is private property. Jerry said no, its town owned. Selectman  
117 Dargie didn't like the site because it's hidden behind the WWII memorial. He feels it will be forgotten. He feels it  
118 should be visible as you walk by during the Memorial and Veterans Day Parade. Jerry repeated that the Vietnam Vet-  
119 erans were happy with the site; they liked it because it was quiet and private. The Veterans he spoke to were from the  
120 VFW.



## CERTIFICATE OF COVERAGE

The New Hampshire Public Risk Management Exchange (Primex<sup>2</sup>) is organized under the New Hampshire Revised Statutes Annotated, Chapter 5-B, Pooled Risk Management Programs. In accordance with those statutes, its Trust Agreement and bylaws, Primex<sup>2</sup> is authorized to provide pooled risk management programs established for the benefit of political subdivisions in the State of New Hampshire.

Each member of Primex<sup>2</sup> is entitled to the categories of coverage set forth below. In addition, Primex<sup>2</sup> may extend the same coverage to non-members. However, any coverage extended to a non-member is subject to all of the terms, conditions, exclusions, amendments, rules, policies and procedures that are applicable to the members of Primex<sup>2</sup>, including but not limited to the final and binding resolution of all claims and coverage disputes before the Primex<sup>2</sup> Board of Trustees. The Additional Covered Party's per occurrence limit shall be deemed included in the Member's per occurrence limit, and therefore shall reduce the Member's limit of liability as set forth by the Coverage Documents and Declarations. The limit shown may have been reduced by claims paid on behalf of the member. General Liability coverage is limited to Coverage A (Personal Injury Liability) and Coverage B (Property Damage Liability) only. Coverage's C (Public Officials Errors and Omissions), D (Unfair Employment Practices), E (Employee Benefit Liability) and F (Educator's Legal Liability Claims-Made Coverage) are excluded from this provision of coverage.

The below named entity is a member in good standing of the New Hampshire Public Risk Management Exchange. The coverage provided may, however, be revised at any time by the actions of Primex<sup>2</sup>. As of the date this certificate is issued, the information set out below accurately reflects the categories of coverage established for the current coverage year.

This Certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend, or alter the coverage afforded by the coverage categories listed below.

<b>Participating Member:</b> Primex3 Members as per attached Schedule of Members Property & Liability Program	<b>Member Number:</b>  <b>Company Affording Coverage:</b> NH Public Risk Management Exchange - Primex <sup>3</sup> Bow Brook Place 46 Donovan Street Concord, NH 03301-2624
---------------------------------------------------------------------------------------------------------------------	-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

Type of Coverage	Effective Date (mm/dd/yyyy)	Expiration Date (mm/dd/yyyy)	Limits - NH Statutory Limits May Apply if Not	
<input checked="" type="checkbox"/> <b>General Liability (Occurrence Form)</b> <b>Professional Liability (describe)</b> <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence	7/1/2019	7/1/2020	Each Occurrence	\$ 5,000,000
			General Aggregate	\$ 5,000,000
			Fire Damage (Any one fire)	
			Med Exp (Any one person)	
<input type="checkbox"/> <b>Automobile Liability</b> Deductible    Comp and Coll: <input type="checkbox"/> Any auto			Combined Single Limit (Each Accident)	
<input type="checkbox"/> <b>Workers' Compensation &amp; Employers' Liability</b>			Statutory	
			Each Accident	
			Disease - Each Employee	
			Disease - Policy Limit	
<input type="checkbox"/> <b>Property (Special Risk includes Fire and Theft)</b>			Blanket Limit, Replacement Cost (unless otherwise stated)	

**Description:** Proof of Primex Member coverage only.

<b>CERTIFICATE HOLDER:</b>	<b>Additional Covered Party</b>	<b>Loss Payee</b>	Primex <sup>2</sup> - NH Public Risk Management Exchange  <b>By:</b> Mary Est Penell  <b>Date:</b> 6/21/2019    mpurcell@nhprimex.org Please direct inquires to: Primex <sup>2</sup> Claims/Coverage Services 603-225-2841 phone 603-225-3833 fax
NH Dept of Safety 33 Hazen Dr. Concord, NH 03301			

Town of Grantham	185
Town of Greenland	187
Town of Groton	189
Town of Hampstead	190
Town of Hampton	191
Town of Hancock	193
Town of Hanover	194
Town of Harrisville	195
Town of Haverhill	196
Town of Hebron	197
Town of Henniker	198
Town of Hinsdale	201
Town of Holderness	202
Town of Hooksett	204
Town of Hopkinton	205
Town of Hudson	206
Town of Jaffrey	208
Town of Jefferson	209
Town of Kensington	211
Town of Kingston	212
Town of Lancaster	214
Town of Landaff	215
Town of Langdon	216
Town of Lee	218
Town of Lempster	219
Town of Lisbon	221
Town of Littleton	223
Town of Londonderry	224
Town of Lyman	226
Town of Lyme	227
Town of Lyndeborough	228
Town of Marlow	233
Town of Mason	234
Town of Merrimack	236
Town of Milan	238
<del>Town of Milford</del>	239
Town of Milton	240
Town of Monroe	241
Town of Nelson	244
Town of New Castle	248
Town of New Durham	249
Town of New Hampton	251
Town of New London	254
Town of Newbury	247
Town of Newmarket	255
Town of Newport	256
Town of North Hampton	259
Town of Northfield	258
Town of Northumberland	260
Town of Northwood	261
Town of Nottingham	262
Town of Orange	263
Town of Orford	264
Town of Pelham	266
Town of Peterborough	268
Town of Piermont	269
Town of Pittsburg	270
Town of Plainfield	272
Town of Plymouth	274
Town of Randolph	276
Town of Raymond	277
Town of Richmond	278



## CERTIFICATE OF COVERAGE

The New Hampshire Public Risk Management Exchange (Primex<sup>3</sup>) is organized under the New Hampshire Revised Statutes Annotated, Chapter 5-B, Pooled Risk Management Programs. In accordance with those statutes, its Trust Agreement and bylaws, Primex<sup>3</sup> is authorized to provide pooled risk management programs established for the benefit of political subdivisions in the State of New Hampshire.

Each member of Primex<sup>3</sup> is entitled to the categories of coverage set forth below. In addition, Primex<sup>3</sup> may extend the same coverage to non-members. However, any coverage extended to a non-member is subject to all of the terms, conditions, exclusions, amendments, rules, policies and procedures that are applicable to the members of Primex<sup>3</sup>, including but not limited to the final and binding resolution of all claims and coverage disputes before the Primex<sup>3</sup> Board of Trustees. The Additional Covered Party's per occurrence limit shall be deemed included in the Member's per occurrence limit, and therefore shall reduce the Member's limit of liability as set forth by the Coverage Documents and Declarations. The limit shown may have been reduced by claims paid on behalf of the member. General Liability coverage is limited to Coverage A (Personal Injury Liability) and Coverage B (Property Damage Liability) only. Coverage's C (Public Officials Errors and Omissions), D (Unfair Employment Practices), E (Employee Benefit Liability) and F (Educator's Legal Liability Claims-Made Coverage) are excluded from this provision of coverage.

The below named entity is a member in good standing of the New Hampshire Public Risk Management Exchange. The coverage provided may, however, be revised at any time by the actions of Primex<sup>3</sup>. As of the date this certificate is issued, the information set out below accurately reflects the categories of coverage established for the current coverage year.

This Certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend, or alter the coverage afforded by the coverage categories listed below.

<b>Participating Member:</b> Town of Milford 1 Union Square Milford, NH 03055	<b>Member Number:</b> 239	<b>Company Affording Coverage:</b> NH Public Risk Management Exchange - Primex <sup>3</sup> Bow Brook Place 46 Donovan Street Concord, NH 03301-2624
----------------------------------------------------------------------------------------	------------------------------	------------------------------------------------------------------------------------------------------------------------------------------------------------------

Type of Coverage	Effective Date (mm/dd/yyyy)	Expiration Date (mm/dd/yyyy)	Limits - NH Statutory Limits May Apply, If Not	
<input type="checkbox"/> General Liability (Occurrence Form) <input type="checkbox"/> Professional Liability (describe) <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence			Each Occurrence	
			General Aggregate	
			Fire Damage (Any one fire)	
			Med Exp (Any one person)	
<input type="checkbox"/> Automobile Liability Deductible    Comp and Coll: <input type="checkbox"/> Any auto			Combined Single Limit (Each Accident)	
			Aggregate	
<input checked="" type="checkbox"/> Workers' Compensation & Employers' Liability	1/1/2019	1/1/2020	<input checked="" type="checkbox"/> Statutory	
			Each Accident	\$2,000,000
			Disease - Each Employee	\$2,000,000
			Disease - Policy Limit	
<input type="checkbox"/> Property (Special Risk includes Fire and Theft)			Blanket Limit, Replacement Cost (unless otherwise stated)	

**Description:** Proof of Primex Member coverage only.

<b>CERTIFICATE HOLDER:</b>	<b>Additional Covered Party</b>	<b>Loss Payee</b>	<b>Primex<sup>3</sup> - NH Public Risk Management Exchange</b>
			By: <i>Mary Beth Purcell</i>
NH Department of Safety Homeland Security & Emergency Management 33 Hazen Drive Concord, NH 03305			Date: 10/31/2019    mpurcell@nhprimex.org
			Please direct inquires to: Primex <sup>3</sup> Claims/Coverage Services 603-225-2841 phone 603-228-3833 fax



**FEMA**

September 19, 2019

Jennifer Harper  
Director  
Homeland Security and Emergency Management  
New Hampshire Department of Safety  
33 Hazen Drive  
Concord, NH 03305

*Re: FY 2018 Pre-Disaster Mitigation Grant Program  
Catalog of Federal Domestic Assistance No. 97.047  
Award No. EMB-2019-PC-0004*

Dear Director Harper:

The Federal Emergency Management Agency ("FEMA") has approved the New Hampshire Department of Public Safety, Homeland Security and Emergency Management's ("HSEM") application for financial assistance under the FY 2018 Pre-Disaster Mitigation Grant Program in the amount of \$371,248.35. As a condition of the federal award, HSEM is required to contribute a nonfederal match in the amount of \$123,749.49, or 25% of the total approved project cost of \$494,997.84. This award, numbered EMB-2019-PC-0004, currently includes the following approved projects as further detailed in the agreement articles:

Project Number: PDMC-PL-01-NH-2018-001

Description: Local Hazard Mitigation Plan Updates

Project Cost: \$217,999.00 (federal award \$163,499.25, nonfederal match \$54,499.75)

Subapplicant: New Hampshire Homeland Security and Emergency Management

Award Date: September 19, 2019

Project Number: PDMC-PL-01-NH-2018-002

Description: Local Hazard Mitigation Plan Updates 2

Project Cost: \$231,999.00 (federal award \$173,999.25, nonfederal match \$57,999.75)

Subapplicant: New Hampshire Homeland Security and Emergency Management

Award Date: September 19, 2019

Project Number: PDMC-MC-01-NH-2018-003

Description: Management Costs

Project Cost: \$44,999.84 (federal award \$33,749.85, nonfederal match \$11,249.99)

Subapplicant: New Hampshire Homeland Security and Emergency Management

Award Date: September 19, 2019

By accepting this award, you acknowledge that the terms of the following documents are incorporated into the terms of this award:

- Grant agreement articles (attached to this award letter)
- Obligating document, FEMA Form 76-10A (attached to this award letter)
- Record of Environmental Consideration (attached to this award letter)
- FY 2018 Pre-Disaster Mitigation Grant Program Notice of Funding Opportunity

If you have any questions, please contact Jason Kennedy, Grants Management Specialist, at (617) 956-7678.

Sincerely,



Captain W. Russ Webster, USCG (Ret.), CEM  
Regional Administrator  
FEMA Region I

WRW:tan

cc: Fallon Reed, Planning Chief, NH HSEM  
Whitney Welch, Assistant Planning Chief, NH HSEM  
Kayla Henderson, State Hazard Mitigation Planner, NH HSEM

Enclosures