

# State of New Hampshire

DEPARTMENT OF SAFETY
JAMES H. HAYES BLDG. 33 HAZEN DR.
CONCORD, N.H. 03305
(603) 271-2791

RICHARD C. BAILEY, JR. ASSISTANT COMMISSIONER

EDDIE EDWARDS ASSISTANT COMMISSIONER

May 24, 2022

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

# REQUESTED ACTION

Authorize the Department of Safety, Division of Homeland Security and Emergency Management (HSEM), to retroactively amend the grant agreement (PO#1071550) with the Town of Brentwood (VC#177365-B001); 1 Dalton Rd, Brentwood, NH 03833 to update their Hazard Mitigation Plan (HMP). This amendment will extend the completion date only from April 1, 2022 to April 1, 2023. The \$7,500 grant was initially approved by the Department of Safety Business Office on December 10, 2019. Effective upon Governor and Council approval. Funding source: 100% Federal Funds.

# **EXPLANATION**

This amendment is retroactive because FEMA approved the POP extension on February 25, 2022, but due to required internal processes, the grant agreement amendment was delayed. Governor and Council approval is being sought because the amount of previous payments by the Department of Safety to the Town of Brentwood plus the amount of this grant yields a cumulative amount that is over the Governor and Council approval threshold. This request for an extension is needed because of continued COVID-19 response by local communities through early 2022 which precluded communities from completing the hazard mitigation plan updates in the anticipated timeframe. It was agreed that an extension to April 1, 2023 approved through Governor and Executive Council, would be necessary in order to complete their project. HSEM has reviewed this request with the Federal Emergency Management Agency (FEMA) and it was determined that the date extension will not affect Federal funding.

The PDM 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 B to their grant agreement.

In the event that Federal Funds are 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

# Pre-Disaster Mitigation (PDM) Program – CFDA #97.047 Grant Agreement Amendment Extension of Performance Period

# Town of Brentwood (Subrecipient)

It is hereby agreed that the grant agreement (PO#1071550) approved by the Department of Safety Business Office on December 12, 2019, between the Town of Brentwood as "Subrecipient" and the Department of Safety, Division of Homeland Security & Emergency Management as "State" to update the community's Local Hazard Mitigation Plan is amended as follows:

GENERAL PROVISIONS, Section 1.7, Completion Date;

Change the project completion date from April 1, 2022 to April 1, 2023.

EXHIBIT A, Scope of Services;

Delete item three (3) in its entirety and replace with:

"The Subrecipient" agrees that the period of performance ends on April 1, 2023 and by that date the aforementioned hazard mitigation plan must be completed and have received formal approval by New Hampshire Homeland Security and Emergency Management (HSEM). All completed invoices must be sent to "the State" by May 1, 2023, thirty (30) days after the period of performance ends.

All other provisions of the grant agreement, approved by the Department of Safety Business.
 Office on December 12, 2019 shall remain in full force and effect.

EFFECTIVE DATE OF THE AMENDMENT: This Amendment shall be effective upon its approval by the Department of Safety Business Office. If approval is withheld, this document shall become null and void, with no further obligation or recourse to either party. IN WITNESS WHEREOF, the parties have hereunto set their hands:

Town of Brentwood (Subrecipient)	1
By (signature)	By (signature):
Print Name: Andraw Artimose	Print Name: Joh Marjon
Title: BOS Chair	Title: BUS
By (signature):	By (signature):
Print Name: Culocat Mantrageri	Print Name: Jannifer Jones
Title: Bos	Title: 305
	Subrecipient lest us J.J.
	Date 3/15/22-

Approval by State of New Hampshire,	acting thr	ough its D	epartment of Safety:	
By (signature): Director of Administra	dion			
Approved by the Attorney General this _	13m	day of _	June	, 2022.
Assistant Attorney General	_			
Approved by the Governor and Council _				
Deputy Secretary of State				

Subrecipient Initials A JJ Company Date 3 15 8

Page 2 of 2



## CERTIFICATE OF COVERAGE

The New Hampshire Public Risk Management Exchange (Primex³) 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, Primex³ is authorized to provide pooled risk management programs established for the benefit of political subdivisions in the State of New Hampshire.

Each member of Primex³ is entitled to the categories of coverage set forth below. In addition, Primex³ 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 Primex³, including but not limited to the final and binding resolution of all claims and coverage disputes before the Primex³ 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.

Participating Member: Me	mber Number:		Comp	any Affording Coverage:
Primex3 Members as per attached Schedule of Members Property & Liability Program		NH Public Risk Management Exchange - Prim Bow Brook Place 46 Donovan Street Concord, NH 03301-2624		
Type of Coverage	Effective Date (mm/dd/yyyy)	Expiration (mm/dd/y		Limits - NH Statutory Limits May Apply, If No
X General Liability (Occurrence Form) Professional Liability (describe)  Claims Occurrence Made	1/1/2022	1/1/202		Each Occurrence \$ 5,000,000  General Aggregate \$ 5,000,000  Fire Damage (Any one fire)  Med Exp (Any one person)
Automobile Liability Deductible Comp and Coll:  Any auto				Combined Single Limit (Each Accident) Aggregate
Workers' Compensation & Employers' Liability				Statutory
				Each Accident
				Disease — Each Employee
				Disease — Policy Limit
Property (Special Risk includes Fire and Theft)				Blanket Limit, Replacement Cost (unless otherwise stated)
Description: Proof of Primex Member coverage only.				
CERTIFICATE HOLDER: Additional Covered Party	/ Loss F	Payee	Prim	ex³ – NH Public Risk Management Exchange
The state of the s	44.		Ву:	Mary Beth Purcell
NH Dept of Safety			Date	
33 Hazen Dr. Concord, NH 03301				Please direct inquires to: Primex <sup>3</sup> Claims/Coverage Services 603-225-2841 phone 603-228-3833 fax

PRIMEX
Member Programs - PL with Jan Renewal

Name	Member Number
Bay Sewage District	558
Belknap County	607
Capital Area Fire Compact	546
Carroll County	600
Cheshire County	601
City of Claremont	141
	526
Conway Village Fire District	
Emerald Lake Village District	535
Kearsarge Lighting Precinct	464
Lakes Region Mutual Fire Aid	529
Lamprey Regional Solid Waste	505
Littleton Water & Light	524
Lower Beech Pond Village District	463
Merrimack County	604
Milford Area Communications Center	545
North Conway Water Precinct	557
Pembroke Water Works	532
Penacook Rescue Squad	531
Plainfield Village Water District	571
Plymouth Village Water & Sewer District	559
Rockingham County	609
Rye Beach Village District	453
Southern New Hampshire Planning Commission	525
Strafford County	605
Strafford County Conservation District	465
Tilton & Northfield Aqueduct Co., Inc.	467
Tilton-Northfield Water District	585
Town of Acworth	100
Town of Allenstown	103
Town of Alton	105
Town of Ashland	109
Town of Atkinson	110
Town of Bedford	116
Town of Bethlehem	119
Town of Boscawen	122
Town of Brentwood	125
Town of Bristol	127
Town of Brookline	129
Town of Candia	132
Fown of Canterbury	133
Town of Center Harbor	135
Town of Chesterfield	139
Town of Chichester	140
Town of Conway	146
Town of Croydon	148
Town of Deerfield	152

	145
Town of Dublin	157
Town of Dummer	158
Town of Dunbarton	159
Town of East Kingston	161
Town of Easton	162
Town of Effingham	164
Town of Exeter	170
Town of Francestown	173
Town of Franconia	174
Town of Freedom	176
Town of Fremont	177
Town of Gilford	178
Town of Gilmanton	179
Town of Goffstown	181
Town of Greenfield	186
Town of Greenville	188
Town of Hampton Falls	192
Town of Hill	199
Town of Hillsborough	200
\$ 1000 CONTRACTOR STATE OF THE PROPERTY OF THE	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,
Town of Hollis	203
Town of Jackson	207
Town of Litchfield	222
Town of Loudon	225
Town of Madbury	229
Town of Madison	230
Town of Marlborough	232
Town of Meredith	235
Town of Middleton	237
Town of Mont Vernon	242
Town of Moultonborough	243
Town of New Boston	246
Town of New Ipswich	253
Town of Newfields	250
Town of Newington	252
Town of Newton	257
Town of Northfield	258
Town of Ossipee	265
Town of Pembroke	267
Town of Pittsfield	271
Town of Plaistow	273
	277
Town of Raymond Town of Rindge	
	279
Town of Rollinsford	281
Town of Rye	284
Town of Salisbury	286
Town of South Hampton	294
Town of Springfield	295
Town of Stratham	301
Town of Sullivan	303
Town of Sunapee	304
Town of Swanzey	307
Town of Temple	309

Town of Tilton	311
Town of Troy	312
Town of Tuftonboro	313
Town of Wakefield	315
Town of Walpole	316
Town of Warner	317
Town of Warren	318
Town of Waterville Valley	518
Town of Weare	321
Town of Webster	322
Town of Westmoreland	324
Town of Wilton	327
Town of Windsor	323
Town of Woodstock	332
Woodsville Water & Light Department	516



# CERTIFICATE OF COVERAGE

The New Hampshire Public Risk Management Exchange (Primex³) 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, Primex³ is authorized to provide pooled risk management programs established for the benefit of political subdivisions in the State of New Hampshire.

Each member of Primex³ is entitled to the categories of coverage set forth below. In addition, Primex³ 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 Primex³, including but not limited to the final and binding resolution of all claims and coverage disputes before the Primex³ 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 after the coverage afforded by the coverage categories listed below.

Participating Member:	Mer	mber Number:		Comp	any Afi	fording Coverage:		
Primex3 Members as per attach Workers' Compensation Program	ed Schedule of Members	nger variber.		NH F Bow 46 D	Public Brook		Exchange - Primex <sup>3</sup>	
Type of Cove	rage	Effective Date (mm/dd/yyyy)	Expiration (mm/dd/y			ts - NH Statutory Lim	tory Limits May Apply, If Not:	
General Liability (Occurre Professional Liability (de	Occurrence				Ger Fire fire)	Exp (Any one person	)	
Deductible Comp and C	Coll:				(Eacl	nbined Single Limit h Accident) regate		
X Workers' Compensation	& Employers' Liability	1/1/2022	1/1/20	23	Х	Statutory	\$2,000,000	
					Eac	h Accident	\$2,000,000	
					Dise	ease — Each Employee		
					Dise	ease - Policy Limit		
Property (Special Risk incl	udes Fire and Theft)					ket Limit, Replacement t (unless otherwise stated	)	
Description: Proof of Primex M								
CERTIFICATE HOLDER:	Additional Covered Party	Loss	Payee	By:	2	NH Public Risk Mana  **Cary Beth Purcett**  /28/2022 mpurcell@		
NH Dept of Safety 33 Hazen Dr. Concord, NH 03301				Date		Please direct inq Primex <sup>3</sup> Claims/Cove 603-225-2841 603-228-383	uires to: rage Services phone	

PRIMEX
Member Programs - WC with Jan Renewal

Name	Member Number
Conway Village Fire District	526
Coos County	602
Derry Housing and Redevelopment Authority	530
Dover Housing Authority	551
Town of Epsom	168
Town of Errol	169
Town of Exeter	170
Town of Farmington	171
Town of Francestown	173
Town of Franconia	174
Town of Sunapee	304
Town of Surry	305
Town of Swanzey	307
Town of Tamworth	308
Town of Temple	309
Town of Thornton	320
Lower Beech Pond Village District	463
Kearsarge Lighting Precinct	464
Town of Dublin	157
Town of Dummer	158
Town of Dunbarton	159
Town of Durham	160
Merrimack Village District	561
Milford Area Communications Center	545
Mountain Lakes District	534
New London/Springfield Water	539
Nashua Housing and Redevelopment Authority	549
Town of Sandwich	289
Town of Alstead	104
Town of Brookfield	128
Town of Brookline	129
Town of Campton	130
Town of Canaan	131
Town of Candia	132
Town of Carroll	134
Greenville Estates Village District	556
Hillsborough County	608
Town of Easton	162
Town of Eaton	163
Town of Effingham	164
Town of Ellsworth	165
Town of Epping	167
Town of Goshen	183
Town of Plaistow	273
Town of Plymouth	274
Town of Raymond	277
Town of Rindge	279

Town of Rollinsford	281
Lamprey Regional Solid Waste	505
Lebanon Housing Authority	523
Littleton Water & Light	524
Manchester Housing and Redevelopment Authority	520
Manchester Transit Authority	506
Town of Hampstead	190
Town of Hampton Falls	192
Town of Hancock	193
Town of Harrisville	195
Town of Whitefield	325
Town of Wilmot	326
Town of Wilton	327
Town of Windham	329
Town of Windsor	323
Town of Wolfeboro	331
Strafford County Conservation District	465
Tilton & Northfield Aqueduct Co., Inc.	467
Town of Woodstock	332
Town of Freedom	176
Town of Fremont	177
Town of Litchfield	222
Town of Littleton	223
Town of Loudon	225
	226
Town of Lyman Portsmouth School District	······································
	950
Bethlehem Village District	568
Campton Village Precinct	565
Capital Area Fire Compact	546
Carroll County	600
Town of Ossipee	265
Town of Seabrook	290
Town of Shelburne	292
Town of South Hampton	294
Town of Springfield	295
Town of Alton	105
Town of Andover	107
Town of Antrim	108
Town of Ashland	109
Town of Atkinson	110
Newfields Water & Sewer	560
North Conway Water Precinct	557
North Haverhill Precinct	508
Town of Grafton	184
Town of Greenfield	186
Town of Greenville	188
Town of Groton	189
City of Laconia	213
Portsmouth Housing Authority	572
New Boston School District	740
Southern New Hampshire Planning Commission	525
Woodsville Fire District	515

Woodsville Water & Light Department	516
Claremont Housing Authority	528
	522
Concord Housing Authority	559
Plymouth Village Water & Sewer District	554
Hopkinton Village Precinct	504
Keene Housing	555
Laconia Housing Authority	529
Lakes Region Mutual Fire Aid	
Pembroke Water Works	532
Penacook Rescue Squad	531
Penacook-Boscawen Water Precinct	548
Pillsbury Lake Village District	540
Goffstown School District	720
Town of Tilton	311
Town of Chesterfield	139
Town of Chichester	140
Town of Clarksville	142
Town of Colebrook	143
Town of East Kingston	161
SAU 7 Office	817
Southeast Regional Refuse Dist 53-B	536
Somersworth Housing Authority	533
Town of Auburn	111
Strafford County	605
Strafford Regional Planning Commission	562
Town of Kingston	212
Town of Lancaster	214
Town of Langdon	216
Town of Lempster	219
Town of Lincoln	220
Town of Newfields	250
Town of Newington	252
Town of Newport	256
Town of Newton	257
Town of Plainfield	272
Town of Hopkinton	205
Town of Jackson	207
Town of Jaffrey	208
Town of Jefferson	209
Town of Kensington	211
Town of Lyndeborough	228
Village District of Eidelweiss	502
Warner Village Water District	513
Town of Gilford	178
Town of Gilmanton	179
Town of Gilsum	180
Town of Goffstown	181
Town of Gorham	182
Tilton-Northfield Water District	585
Town of Bristol	127
Town of Moultonborough	243
Town of Pembroke	267

Town of Pittsburg	270
Town of Pittsfield	271
Emerald Lake Village District	535
Town of Strafford	299
Town of Stratford	300
Town of Stratham	301
Town of Sullivan	303
Southwest Region Planning Commission	566
Southwest New Hampshire District Fire Mutual Aid	538
Salem Housing Authority	521
Clarksville School District	816
Precinct/Haverhill Corner	544
Rockingham Regional Planning Commission	563
Swains Lake Village District	552
Town of Acworth	100
Town of Albany	101
Town of Alexandria	102
Town of Allenstown	103
	237
Town of Mildeton	
Town of Milan	238
Town of Milford	239
Town of Milton	240
Town of Monroe	241
Town of Mont Vernon	242
Town of Henniker	198
Town of Hill	199
Town of Hillsborough	200
Town of Hollis	203
Town of Nelson	244
Town of New Boston	246
Town of New Ipswich	253
Exeter Housing Authority	503
Goffstown Village Water Precinct	553
Colebrook School District	709
Columbia School District	818
Pittsburg School District	823
Stewartstown School District	790
Town of Troy	312
Town of Tuftonboro	313
Town of Unity	314
Town of Wakefield	315
Town of Walpole	316
Town of Warner	317
SAU 19 Office	748
Rye Beach Village District	453
Town of Bennington	118
Town of Bethlehem	119
Town of Boscawen	122
Town of Bow	123
Town of Brentwood	125
Town of Barrington	113
Town of Bartlett	114

Town of Bath	115
Town of Bedford	116
Town of Belmont	117
Town of Center Harbor	135
Town of Conway	146
Town of Cornish	147
Town of Croydon	148
Town of Dalton	149
Town of Deerfield	152
Town of Northfield	258
Town of Northumberland	260
Town of Northwood	261
Town of Nottingham	262
Town of Orange	263
Town of Orford	264
Colebrook Fire Precinct	577
Merrimack County	604
Plainfield Village Water District	571
Town of Deering	153
Town of Roxbury	282
Town of Rumney	283
Town of Rye	284
Town of Salem	285
Town of Salisbury	286
Town of Sanbornton	287
Town of Sandown	288
Town of Madbury	229
Town of Madison	230
Town of Marlborough	232
Town of Mason	234
Town of Meredith	235
Governor Wentworth Regional School District	721
Town of Warren	318
Town of Canterbury	133
Town of Washington	319
Town of Waterville Valley	518
Town of Weare	321
Town of Webster	322
Town of Westmoreland	324
BCEP Solid Waste	510
Bay Sewage District	558
Belknap County	607
Berlin Housing Authority	527
Cheshire County	601
City of Claremont	141
City of Keene	210

U.S. Department of Homeland Security FEMA Region I 99 High Street Boston, MA 02110



February 25, 2022

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

Re: Period of Performance Extension

Program: FY 2018 Pre-Disaster Mitigation Grant Program, Assistance Listing # 97.047

Recipient: Homeland Security and Emergency Management, New Hampshire

Department of Safety

Award No.: EMB-2019-PC-0004

Amendment No.: 2

# Dear Director Harper:

The Federal Emergency Management Agency has approved the request from the Homeland Security and Emergency Management, New Hampshire Department of Safety ("Recipient") to extend the period of performance for the FY 2018 Pre-Disaster Mitigation Grant Program Award #EMB-2019-PC-0004. The new period of performance is October 1, 2018, to April 1, 2023, and the enclosed Obligating Document and updated grant agreement articles reflect this change.

Upon expiration of the period of performance, the Recipient must submit all required financial, performance, equipment, and other reports and take the other actions detailed at 2 C.F.R. § 200.343 by June 30, 2023. The Recipient must also continue to submit timely financial status and performance reports throughout the period of performance and is reminded that this extension does not change the approved scope of work or the amount of federal funding for the federal award.

Please keep a copy of this letter, the Obligating Document, and the updated grant agreement articles with your official grant files. If you have any questions, please contact Sandra Brazee, Grants Management Specialist, at (202) 701-6562.

Sincerely,

Richard H. Verville Chief, Hazard Mitigation Assistance Branch FEMA Region I

cc: Brian Eaton, State Hazard Mitigation Officer, Homeland Security and Emergency Management, New Hampshire Department of Safety

**Enclosures** 



# State of New Hampshire Department of Safety

Robert L. Quinn, Commissioner Richard C. Bailey, Jr., Assistant Commissioner Perry E. Plummer, Assistant Commissioner

# Homeland Security and Emergency Management

Jennifer L. Harper, Director Kevin P. LaChapelle, Assistant Director



November 5, 2019

Mr. Steven R. Lavoie, Director of Administration NH Department of Safety Business Office 33 Hazen Drive Concord NH 03305

# 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 Brentwood (VC#177365-B001) to update their local hazard mitigation plan for a total amount of \$7,500.00. Effective upon the Safety Business Office 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 \$7,500.00

#### 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,

Alexx Monastiero State Hazard Mitigation Officer

Mus Bellew

Office: 110 Smokey Bear Boulevard, Concord, N.H. Mailing Address: 33 Hazen Drive, Concord, N.H. 03305 603-271-2231, 1-800-852-3792, Fax 603-223-3609 State of New Hampshire TDD Access: Relay 1-800-735-2964

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

1	Identification	and Definitions.
Л	. Identification	and Deminions.

1.1. State Agency Name NH Department of Saf Security and Emergence		1.2. State Agency Address 33 Hazen Drive Concord, NH 03305			
1.3. Subrecipient Name Town of Brentwood (V	C#177365-B001)	1.4. Subrecipient Tel. #/Address 603-642-8817 1 Dalton Rd, Brentwood, NH 03833			
1.5 Effective Date Business Office Approval	1.6. Account Number AU #43930000	1.7. Completion Date April 1, 2022	1.8. Grant Limitation \$7,500.00		
1.9. Grant Officer for Sta Alexx Monastiero, State	te Agency Hazard Mitigation Officer	1.10. State Agency Telephone Number (603) 223-3627			
"By signing this form we certificant, including if applicable l		h any public meeting require	ment for acceptance of this		
1.11. Subrecipient Signa		1.12. Name & Title of Subrecipient Signor 1 RODEA MANTEGRA, BOS			
Subrecipient Signature 2		Name & Title of Subrecipient Signor 2 Andrew Artmanch, BUS			
Subrecipient Signature 3	٦	Name & Title of Subrecipient Signor 3 Ken Christiansen, 605			
1.13. Acknowledgment: 10/22-/19 before the unde known to me (or satisfact acknowledged that he/she	rsigned officer, persona orily proven) to be the p	lly appeared the person person whose name is sig	identified in block 1.12., ned in block 1.11., and		
1.13.1. Signature of Notary Public or Justice of the Peace (Seal)  1.13.2. Name & Title of Notary Public or Justice of the Peace (Notary Public Notary Public Office (Notary Pub					
1.14. State Agency Signature(s)  1.15. Name & Title of State Agency Signor(s)					
1.16. Approval by Attorn					
By: Assistant Attorney General, On: / /					
1.17. Approval by Gover	nor and Council (if app	licable)			
By:	By: On: //				

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").

Subrecipient Initials: 1.)

Date: 10 31 C

Page 1 of 6

- 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 9.3. 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 9.4. 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:

5.1. PAYMENT.

The Grant Amount is identified and more particularly described in EXHIBIT

5.2. B, attached hereto.

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

5.4. 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, 11. and the complete, compensation to the Subrecipient for the Project. The State 11.1.

5.5. shall have no liabilities to the Subrecipient other than the Grant Amount. Notwithstanding anything in this Agreement to the contrary, and 11.1.1 notwithstanding unexpected circumstances, in no event shall the total of all 11.1.2 payments authorized, or actually made, hereunder exceed the Grant limitation 11.1.3

set forth in block 1.8 of these general provisions.

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, 11.2.1

or municipal authorities which shall impose any obligations or duty upon the Subrecipient, including the acquisition of any and all necessary permits.

7.1. RECORDS and ACCOUNTS.

7

7.2.

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 11.2.2 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.

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
11.2.4
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"
12.1.
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

of these provision
 PERSONNEL.

The Subrecipient shall, at its own expense, provide all personnel necessary to perform the Project. The Subrecipient warrants that all personnel engaged in 12.2. the Project shall be qualified to perform such Project, and shall be properly

8.2. licensed and authorized to perform such Project under all applicable laws. 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 12.3. combined effort to perform the Project, to hire any person who has a

8.3. contractual relationship with the State, or who is a State officer or employee, elected or appointed.

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 12.4.

Grant Officer, and his/her decision on any dispute, shall be final.

9.1. DATA: RETENTION OF DATA: ACCESS.

As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or 13. developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial representations, drawings, analyses, graphic representations.

Subrecipient Initials: 1.)

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

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.

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

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.

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.

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.

EVENT OF DEFAULT: REMEDIES.

 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 1.1 Default"):

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

1.1.3 Failure to submit any report required hereunder; or

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

1.2. Failure to perform any of the other covenants and conditions of this Agreement. Upon the occurrence of any Event of Default, the State may take any one, or

11.2.1 more, or all, of the following actions:

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)

1.2.2 days after giving the Subrecipient notice of termination; and

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

11.2.4 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

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

TERMINATION.

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.

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.

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.

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.

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 1

3.)./

Date

Page 2 of 6

approval of the undertaking or carrying out of such Project, shall participate in 17.2. The policies described in subparagraph 17.1 of this paragraph shall be the 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 18. 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, 19. 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.

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 21. 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 22. agreement.

INSURANCE AND BOND.

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

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

- 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.
- 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. 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.

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.

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 assignces. 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 intend of the parties hereto.

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.

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.

SPECIAL PROVISIONS. The additional provisions set forth in Exhibit C hereto

are incorporated as part of this agreement.

Subrecipient Initials: 1

Date Page 3 of 6

# **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 Brentwood (hereinafter referred to as "the Subrecipient") \$7,500.00 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 15th, July 15th, October 15th, and January 15th) until all activities associated with the grant award have been completed.
- "The Subrecipient" agrees that the project grant period ends April 1, 2022 and that a final 3. 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:

2.) Af 3.) KC

# EXHIBIT B

# Grant Amount and Method of Payment

### I. GRANT AMOUNT

	Applicant	Grant	
	Share	(Federal Funds)	Cost Totals
Project Cost	\$2,500.00	\$7,500.00	\$10,000.00
	Project Cost is 75%	Federal Funds, 25% Applie	cant Share
Awarding Agency:	Federal Emergency N	Ianagement Agency (FEM.	A)
Award Title & #: I	Pre-Disaster Mitigation	Grant (PDM) EMB-2019-	-PC-0004
Catalog of Federal	Domestic Assistance	(CFDA) Number: 97.047	(PDM)
Applicant's Data U	Jniversal Numbering	System (DUNS): 170370	480

# 2. PAYMENT SCHEDULE

- a. "The Subrecipient" agrees the total payment by "the State" under this grant agreement shall be up to \$7,500.00.
- b. "The State" shall reimburse up to \$7,500.00 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 State Business Office 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:

2.)

3.)

Date: A A A

Page 5 of 6

# EXHIBIT C

# Special Provisions

- This grant agreement may be terminated upon thirty (30) days written notice by either party. 1.
- 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.
- Any funds advanced to "the Subrecipient" must be expended within thirty (30) days of receiving 3. 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.
- "The Subrecipient" agrees to have an audit conducted in compliance with OMB Circular 2 CFR 5. 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.

2. XX 3.) NC

Date

# Board of Selectmen Minutes October 22, 2019

Convened at 6:00 pm

Present: Robert Mantegari, Chair

Andrew Artimovich Ken Christiansen William Faria Phyllis Thompson

Mantegari called the meeting to order. The board opened the meeting with the Pledge of Allegiance.

The Board met and reviewed payroll, accounts payable and signed the register. The Selectmen reviewed and signed the recreation register.

Jonathan Ellis was in to present the weekly Treasurer's report. Please see last page to view report.

Christiansen made a motion, 2nd by Faria to approve the public minutes of 10/15/2019 as written. All were in favor.

Christiansen made a motion, 2nd by Faria to approve the nonpublic minutes of 10/15/2019 as written. All were in favor.

Kip Kaiser, Building Inspector, had the following permits to be signed this week:

- David Biron, 271 Middle Road, electrical permit: signed by Board
- Jim Johnson, 212 North Road, duct work for furnace replacement: signed by Board
- Donna Moisan, 7 Gove Road, replacement windows: signed by Board
- Robert Cole, 198 Middle Road, demolition permit: signed by Board
- Mary Howard, 147 Pickpocket Road, replacement patio door: signed by Board
- 3 Ponds LLC, 3 Three Ponds Drive, new dwelling: signed by Board
- James Bateman, 27 Mill Pond Road, wiring for sunroom: signed by Board
- 3 Ponds LLC, 1 Three Ponds Drive, new dwelling: signed by Board.

Kaiser will follow up with Eversource on the work order for the lights at South Road and Rte. 125.

Edie Shipley, conservation commission, was present to announce that she is the new chair to the conservation commission. She wanted to thank the board for their support on the commission's efforts on the game farm. Shipley further wanted to clarify that the member that was present at 10/8/19 meeting was not speaking on behalf of the commission as they had said. They were not empowered by the commission to do so. Further at that meeting it was discussed that the commission would draft a letter to the state requesting an extension on the town's first right of refusal for the game farm. Shipley said they will not be drafting that letter as the commission did not feel that was the right course of action. Progress is being made on a plan to secure that property as conservation land but though a private person. The commission is helping to facilitate the sale but is not directly involved. Shipley is hoping that the buyer will have all their ducks in a

# Board of Selectmen Minutes October 22, 2019

Artimovich asked Clement to prepare a wage analysis for the highway positions for next week and to reach out to HCA and the VA about job postings. Clement said she is also working with NHES to utilize their database.

Clement said she has a letter of engagement to use DTC as special counsel on the comprehensive right of way ordinance. The cost is estimated to be \$1000 per participating town. Artimovich made a motion, 2<sup>nd</sup> by Faria for Mantegari to sign the letter of engagement. All were in favor.

Artimovich made a motion, 2<sup>nd</sup> by Christiansen to sign the contract for \$1.545 for 12000 gallons of propane with Suburban. All were in favor.

Christiansen made a motion, 2<sup>nd</sup> by Artimovich to accept the terms of the Pre-Disaster Mitigation Grant Program as presented in the amount of \$7,500.00 to update the Town of Brentwood Local Hazard Mitigation Plan. Furthermore, the Board acknowledges that the total cost of this project will be \$10,000.00, in which the town will be responsible for 25% match \$2,500.00. All were in favor. The motion passes in a majority vote.

Clement said she confirmed with Primex that the increase in coverage limits is due to the added cyber coverage. All communities in the pool have the same limits and it is based on the aggregate. Faria made a motion, 2<sup>nd</sup> by Christiansen to accept the terms of the PLT and workers compensation policies for 2020. All were in favor.

Clement said she has been in contact with the insurance company for the driver involved in the accident on Lake Road. She is waiting for a detailed breakdown from Bell and Flynn for repair costs. Mantegari said to include the highway labor time and detail costs.

Joyce Keegal, cemetery superintendent, would like to host an event for volunteers to clean the cemetery. Clement would recommend each volunteer signing a liability waiver. The board agreed and said this was fine.

Robin Wrighton, Brentwood Newsletter, asked if the newsletter committee could assemble the newsletter on the last Monday of November and December at the town office. Clement said she would need to check with the budget committee as their meeting schedule has not been released yet.

Senator Jon Morgan, has inquired on the town's feelings on renaming Rte. 125 after Officer Stephen Arkell. Artimovich said the town needs to make sure the family is on board first.

At 6:45 pm a motion was made by Mantegari, 2nd by Christiansen to go into nonpublic sessions per RSA 91-A: 3, II (c) for reputation. Mantegari— aye, Artimovich— aye, Christiansen— aye, Faria— aye, and Thompson— aye. The motion carries.



# **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 imit of fiability 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 8 (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.

	Manufacture,	Bowl		change - Primex <sup>3</sup>	
U Street Contract to		NH Public Risk Management Exchange - Primex <sup>3</sup> Bow Brook Place 46 Donovan Street Concord, NH 03301-2624			
E minical vyvy)		Date	Limits - NH Statutory Limits	May Apply It Not	
1/1/2019			Each Occurrence General Aggregate Fire Damage (Any one fire) Med Exp (Any one person)	\$ 5,000,000 \$ 5,000,000	
	•		Combined Single Limit (Each Accident) Aggregate		
			Statutory		
			Each Accident		
			Disease - Each Employee		
			Disease - Policy Limit		
			Blanket Limit, Replacement Cost (unless otherwise stated)		
1					
Less	2 yes		•	ment.Exchange	
NH Dept of Safety 33 Hazen Dr. Concord, NH 03301			Date: 12/17/2018 Idenver@mhprimex.org  Please direct inquires to:  Primex³ Clalms/Coverage Services		
	1/1/2019	1/1/2019 1/1/20	Loss Payes Prime By:	## 1/1/2019  1/1/2019  1/1/2020    Each Occurrence   General Aggregate   Fire Damage (Any one fire)   Med Exp (Any one person)	

Member Name Bay Sewage District	Member # 558
Belknap County	607
Capital Area Fire Compact	546
Cheshire County	601
City of Claremont	141
Conway Village Fire District	526
Emerald Lake Village District	535
Kearsarge Lighting Precinct	464
Lakes Region Mutual Fire Aid	529
Lamprey Regional Solid Waste	505
Littleton Water & Light	524
Lower Beech Pond Village District	463
Merrimack County	604
Milford Area Communications Center	545
NH Public Risk Management Exchange	573
North Conway Water Precinct	557
Pembroke Water Works	532
Penacook Rescue Squad	531
Plainfield Village Water District	571
Plymouth Village Water & Sewer District	559
Rockingham County	609
Southern New Hampshire Planning Commission	525
Strafford County	605
Tilton-Northfield Water District	585
Town of Acworth	100
Town of Allenstown	103
Town of Alton	105
Town of Ashland	109
Town of Atkinson	110
Town of Bedford	116
Town of Bethlehem	119
Town of Boscawen	122
Nown of Brentwood	125
Tówn of Bristol	127
Town of Brookline	129
Town of Candia	132
Town of Canterbury	133
Town of Center Harbor	135
Town of Chesterfield	139
Town of Chichester	140
Town of Conway	146
Town of Croydon	148
Town of Deerfield	152 157
Town of Dublin	158
Town of Dummer	159
Town of Dunbarton	161
Town of East Kingston Town of Easton	162
Town of Effingham	164
Town of Exeter	170
Town of Francestown	173
Town of Francestown	174
Town of Freedom	176
Town of Fremont	177
Town of Gilford	178
Town of Gilmanton	179
Town of Goffstown	181
Town of Greenfield	186
Town of Greenville	188
Town of Hampton Falls	192
Town of Hill	199





# CERTIFICATE OF COVERAGE

The New Hampshire Public Risk Management Exchange (Primex³) 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, Primex³ is authorized to provide pooled risk management programs established for the benefit of political subdivisions in the State of New Hampshire.

Each member of Primex³ is entitled to the categories of coverage set forth below. In addition, Primex³ 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 Primex³, including but not limited to the final and binding resolution of all claims and coverage disputes before the Primex³ 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 after the coverage afforded by the coverage categories listed below.

Participating Member: Member Number:			Company Affording Coverage:			
Primex3 Members as per attached So Vorkers' Compensation Program			NH Public Risk Management Exchange - Primex Bow Brook Place 46 Donovan Street Concord, NH 03301-2624			
		Effective Date!!		Date		is Maylanely flavo
General Liability (Occurrence F		THE PARTY OF THE PARTY	Car 100 Ullanda habash		Each Occurrence	
Professional Liability (describ					General Aggregate	
☐ Claims ☐ ☐	Occurrence				Fire Damage (Any one fire)	
					Med Exp (Any one person	
Automobile Liability Deductible Comp and Coli: Any auto				1	Combined Single Limit (Each Academ) Aggregate	
Workers' Compensation & Em	ployers' Liability	1/1/2019	1/1/2020		X Statutory	\$2,000,000
					Each Accident	\$2,000,000
					Disease Each Employee	4
					Disease - Policy Limit	
Property (Special Risk includes Fire and Theft)					Stanket Limit, Replacement Cost (unless otherwise stated)	
escription: Proof of Primex Membe						
CERTIFICATE HOLDER: Add	litional Covered Party	Loss	Payee	By:	7amp Domes	gement Exchange
NH Dept of Safety 33 Hazen Dr. Concord, NH 03301				Date: 12/17/2018 tdenver@nhprimex.org		
			Please direct inquires to: Primex³ Claims/Coverage Services 603-225-2841 phone 603-228-3833 6;;			

Rockingham Regional Planning Commission	563
Salem Housing Authority	521
SAU 7 Office	817
SAU 19 Office	748
Somersworth Housing Authority	533
	536
Southeast Regional Refuse Dist 53-B	
Southern New Hampshire Planning Commission	525
Southwest New Hampshire District Fire Mutual Aid	538
Southwest Region Planning Commission	566
Stewartstown School District	790
Strafford County	605
Strafford Regional Planning Commission	562
Swains Lake Village District	552
Tilton-Northfield Water District	585
Town of Acworth	100
Town of Albany	101
Town of Alexandria	102
Town of Allenstown	103
Town of Alstead	104
Town of Alton	105
Town of Andover	107
Town of Antrim	108
Town of Ashland	109
Town of Atkinson	110
Town of Auburn	111
Town of Barrington	113
Town of Bartlett	114
Town of Bath	115
Town of Bedford	116
Town of Belmont	117
Town of Bennington	118
Town of Bethlehem	119
Town of Boscawen	122
	123
Town of Bow	
Town of Brentwood	125
Town of Bristol	127
Town of Brookfield	128
Town of Brookline	129
Town of Campton	130
Town of Canaan	131
Town of Candia	132
Town of Canterbury	133
Town of Carroll	134
Town of Center Harbor	135
Town of Chesterfield	139
Town of Chichester	140
Town of Clarksville	142
Town of Colebrook	143
Town of Conway	146
Town of Cornish	147
Town of Croydon	148
Town of Dalton	149
Town of Deerfield	152
Town of Deering	153
Town of Dublin	157
Town of Dummer	158
Town of Dunbarton	159
Town of Durham	160
Town of East Kingston	
	161
Town of Easton	162
Town of Eaton	163
Town of Effingham	164

U.S. Department of Homeland Security FEMA Region I 99 High Street Boston, MA 02110



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

<u>Project Cost</u>: \$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**