State of New Hampshire

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

ROBERT L. QUINN
COMMISSIONER OF
SAFETY

March 5, 2021

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 Lyme (VC#154427-B001) to purchase and install equipment in the community's Emergency Operations Center (EOC) for a total amount of $16,256.00. Effective upon Governor and Council approval through August 31, 2021. Funding source: 100% Federal Funds.

Funding is available in the SFY 2021 operating budget as follows:

02-23-23-236010-80920000 Dept. of Safety – Homeland Sec-Emer Mgmt – 100% EMPG Local Match	
072-500574 Grants to Local Gov't - Federal	SFY 2021
Activity Code: 23EMPG 2018	$16,256.00

Explanation

This grant provides the funds for the Town of Lyme to purchase and install equipment in the community's local Emergency Operations Center (EOC) such as white boards, computer monitors, filing cabinets, etc. The grant listed above is funded from the FFY 2018 Emergency Management Performance Grant (EMPG), which was awarded to the Department of Safety, Division of Homeland Security and Emergency Management (HSEM) from the Federal Emergency Management Agency (FEMA). These grant funds have been extended by FEMA with an end date of August 31, 2021 due to the COVID-19 pandemic. The grant funds are to be used to measurably improve all-hazard planning and preparedness capabilities/activities, to include mitigation, preparedness, response, and recovery initiatives at the state and local level. Grant guidance and applications are available to all Emergency Management Directors and other qualified organizations in the State. Subrecipients submit applications to this office, which are reviewed by the HSEM Planning Chief, Assistant Planning Chief and Field Representatives and approved by the HSEM Director. The criteria for approval are based on grant eligibility in accordance with the grant's current guidance and the documented needs of the local jurisdictions.

The Emergency Management Performance Grants are 50% federally funded by FEMA with a 50% 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

GRANT AGREEMENT

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

1. Identification and Definitions.

1.1. State Agency Name NH Department of Safety, Homeland Security and Emergency Management		1.2. State Agency Address 33 Hazen Drive Concord, NH 03305	
1.3. Subrecipient Name Town of Lyme (VC#154427-B001)		1.4. Subrecipient Tel. #/Address 603-795-4639 Po Box 126 Lyme NH 03768	
1.5 Effective Date Upon State Approval	1.6. Account Number AU #80920000	1.7. Completion Date August 31, 2021	1.8. Grant Limitation $16,256.00
1.9. Grant Officer for State Agency Olivia Barnhart, EMPG Program Coordinator		1.10. State Agency Telephone Number (603) 223-3639	
"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."			
1.11. Subrecipient Signature 1		1.12. Name & Title of Subrecipient Signor 1 Dina Cotting, Administrator	
Subrecipient Signature 2		Name & Title of Subrecipient Signor 2	
Subrecipient Signature 3		Name & Title of Subrecipient Signor 3	
1.13. Acknowledgment: State of New Hampshire, County of Grafton, on 1/22/21, 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.			
1.13.1. Signature of Notary Public or Justice of the Peace (Seal)		PATRICIA G. JENKS State of New Hampshire Notary Public / Justice of the Peace My Commission Expires January 18, 2022 (Commission Expiration)	
1.13.2. Name & Title of Notary Public or Justice of the Peace			
1.14. State Agency Signature(s) By: On: 3/2/21		1.15. Name & Title of State Agency Signor(s) Steven R. Lavoie, Director of Administration	
1.16. Approval by Attorney General (Form, Substance and Execution) (If G & C approval required) By: Assistant Attorney General, On: 3/2/21			
1.17. Approval by Governor and Council (if applicable) 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

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

5.5. shall have no liabilities to the Subrecipient other than the Grant Amount.

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

6. 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, or municipal authorities which shall impose any obligations or duty upon the

7. Subrecipient, including the acquisition of any and all necessary permits.

7.1. RECORDS and ACCOUNTS.

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

7.2. 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 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

8. of these provisions

8.1. PERSONNEL.

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

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 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

9. 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 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,

9.5. 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.

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

11.2.3. 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.

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

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 intend 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 Lyme (hereinafter referred to as "the Subrecipient") $16,256.00 to purchase and install equipment for the community's Emergency Operations Center (EOC).

2. "The Subrecipient" agrees that the project grant period ends August 31, 2021 and that a final performance and expenditure report will be sent to "the State" by September 30, 2021.

3. "The Subrecipient" agrees to comply with all applicable federal and state laws, rules, regulations, and requirements.

4. "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 Grantee" shall maintain documentation of the 50% cost share required by this grant.

EXHIBIT B

Grant Amount and Payment Schedule

1. GRANT AMOUNT

	Applicant Share	Grant (Federal Funds)	Cost Totals
Project Cost	$16,256.00	$16,256.00	$32,512.00
Project Cost is 50% Federal Funds, 50% Applicant Share			
Awarding Agency: Federal Emergency Management Agency (FEMA)			
Award Title & #: Emergency Management Performance Grant (EMPG) EMB-2018-EP-00007-A03			
Catalog of Federal Domestic Assistance (CFDA) Number: 97.042 (EMPG)			
Applicant's Data Universal Numbering System (DUNS): 138843169			

2. PAYMENT SCHEDULE

a. "The Subrecipient" agrees the total payment by "the State" under this grant agreement shall be up to $16,256.00.

b. "The State" shall reimburse up to $16,256.00 to "the Subrecipient" upon "the State" receiving a reimbursement request with match documentation and appropriate backup documentation (i.e., copies of invoices, copies of canceled checks; and/or copies of accounting statements).

c. Upon Governor and Executive Council 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 (block 1.7).

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" 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.) DC 2.)_____ 3.)_____ Date: 1.24.24

TOWN OF LYME
Select Board Meeting
January 14th, 2020
9:00 AM
Town Office Conference Room
Approved: January 21, 2021

The following people were present for part or all of the meeting: Select Board members Judith Brotman, Benjamin Kilham and David Kahn. Chief O'Keefe, Matt Thebobo, Margaret Caudell-Sloshberg and Administrator Dina Cutting
Community members: Ross McIntyre, Richard Brown
Public: Ted Diers, Administrator Watershed Management Bureau and Kathy Urffer, River Steward Connecticut River Conservancy.

As the Town Office is closed to the public and with the Governor's Executive orders allowing for the Board to meet online as long as the Public has telephone access, we offer the following instructions: Please call in on the conference number: Join Zoom Meeting

877 853 5247 US Toll-free
888 788 0099 US Toll-free
833 548 0276 US Toll-free
833 548 0282 US Toll-free

Meeting ID: 988 5073 7830
Passcode: 056102
Access is for voice only at this time. If you can't access the conference number please email dina@lymenh.gov. All incoming public lines will be muted with the exception of when public comments are accepted. A role call will be made to indicate public members attending via phone.

At 9:00 AM Mrs. Brotman opened the meeting.

1. Public comment:
   - Mr. McIntyre reviewed some concerns with the Great River Hydro Dam licensing application. The erosion damage in Lyme is extensive and he encouraged the Board to be active in the licensing review process.
   - Mr. Brown was calling to inquire about the Board's follow-up letter to his December 10th enquiry to the Board. [A written response from the Board should be in his mail today!] He also voiced support for the Board's participation in going for mitigation concerning the erosion on River Road.
2. Mr. Thebodo, Transfer Station supervisor, reviewed a grant proposal with the Board. This is a New Hampshire the Beautiful Grant. It will help purchase the VFD's (motor that runs the compactor). The grant covers 20% of the purchase cost of the equipment. The grant could potentially reduce the equipment price between $2,000 to $2,500. Mr. Kahn moved to move forward with the New Hampshire the Beautiful Grant and authorize Ms. Cutting to sign any grant form necessary on behalf the Select Board. Mr. Kilham seconded the motion. Voted unanimously in favor by roll call vote. Mrs. Cutting informed the Board that the cost of the Transfer Station upgrade equipment has been totally funded from the 2020 budget.

3. Mrs. Cutting informed the Board that the plow and sander for Mr. Thebodo's work truck has been ordered and we are waiting on an installation date.
4. Mr. Kilham moved to approve the minutes from the meeting of January 4th, 2021. Mr. Kahn seconded the motion. Voted unanimously in favor by roll call vote.
5. The Board discussed the manifest. Mr. Kilham moved to approve the manifest. Mr. Kahn seconded the motion. Voted unanimously in favor by roll call vote.
6. Mrs. Brotman briefly discussed that Mrs. Cutting, Mrs. Jenks, Mr. Valance, Mr. Peterson, and she will be meeting to discuss scheduling Town Meeting. They will be discussing the safest way to conduct the official balloting and the business portion of Town Meeting. There is a possibility the business portion of the meeting will be rescheduled to a later date when it can be held outside.
7. The Board began to review and discuss the proposed warrant articles.
   - ✓ Article 3 – $2,422,817, which represents the operating budget. Mr. Kahn moved to approve article 3. Mr. Kilham seconded the motion. Voted unanimously in favor by roll call vote.

     The Board will take this operating budget to the Budget Committee next week.
8. Ted Diers, Administrator of Watershed Management Bureau, introduced himself to the Board and community members. Some of his major responsibilities are the water quality certification and relicensing of FERC projects. Kathy Urffer, Connecticut River Conservancy in Vermont and New Hampshire, also introduced herself.
   - Mr. Diers and Ms. Urffer reviewed the present application from Great River Hydro for the operation of the Wilder Dam. There have been and will continue to be public discussion on this application. Mr. Dier and Ms. Urffer encouraged the Select Board to stay active and respond to the licensing board with any information they feel is important. Over the next few months is the time to communicate about the erosion done to the banks up and down the Connecticut River in Lyme. For more information you can refer to https://www.ctriver.org. The Select Board will stay in touch with Mr. Dier and Ms. Urffer and plan to submit a letter in May 2021. Mr. Kilham will put together some material for a draft letter to the licensing board. The Board thanked Mr. Dier and Ms. Urffer for taking the time to discuss this important topic.

9. At 10:30AM Mrs. Brotman opened the Public Hearing for the Emergency Management Performance Grant. Mrs. Brotman moved to accept the Emergency Management Performance Grant in the amount of $16,256, which would be used to purchase equipment. The total cost would be $32,512, and the town would be responsible for a 50% match. The Towns 50% will be in kind. No funds to be raised by taxes for this grant. Mr. Kilham seconded the motion.
   - Ms. Caudell-Sloshberg explained that the grant is available to help towns furnish their emergency operations center. It also applies to any emergency director's office and radio communication equipment. The cost matching is determined by the square footage of those spaces. Conference room at the fire station (Emergency Operations Center) would be provided with tables, chairs, computer, and white board. The Emergency Directors Office would be provided with things like a desk, computer, files and bookcase. This will total $16,256.

Mrs. Brotman amended her motion to authorize Mrs. Cutting to sign the Emergency Management Grant. Mr. Kilham seconded the amendment to the motion. Voted unanimously in favor by roll call vote.
At 10:50 Mrs. Brotman closed the Public Hearing.

10. The Board returned to the discussion of warrant articles.

- ✓ Article 4 - $415,000 going into the Capital Reserve Funds and Trust Funds. Mr. Kahn moved to approve article 4. Mr. Kilham second the motion. Voted unanimously in favor by roll call vote.
- ✓ Article 5 – Block Grant Appropriation. Mr. Kilham moved to approve Article 5. Mr. Kahn seconded. Voted unanimously in favor by roll call vote.
- ✓ Withdrawal from Vehicle Capital Reserve Fund for Annual Finance Payment on Fire Truck - $81,252. Mr. Kilham moved to approve. Mr. Kahn seconded. Voted unanimously in favor by roll call vote.
- ✓ Article 7 - Withdrawal from Public Works fund of $81,716, for the annual finance payment on fire station. Mr. Kilham moved to approve. Mr. Kahn seconded the motion. Voted unanimously in favor by roll call vote.
- ✓ Article 8 – Withdrawal from Capital Reserve Fund of $25,000 for the computer system upgrade and $49,765 for the property reappraisal (includes Avatar Assessing Program setup). Mrs. Brotman moved to approve article 8. Mr. Kahn seconded. Voted unanimously in favor by roll call vote.
- ✓ Article 9 – Withdrawal from Class V Roads Capital Reserve Fund - $100,000 to help fund paving of North River Rd. Mr. Kilham moved to approve article 9. Mr. Kahn seconded the motion. Voted unanimously in favor by roll call vote.
- ✓ Article 10 – Raise $82,000 additional by taxation for the paving project. Mr. Kilham motioned to approve article 12. Mrs. Brotman seconded the motion. Voted unanimously in favor by roll call vote.
- ✓ Article 13 - Independence Day Celebration funds have already been raised and saved in an account if the celebration can safely happen with Covid-19. Mr. Kilham moved to approve. Mr. Kahn seconded the motion. Voted unanimously in favor by roll call vote.
- ✓ Article 14 - Milfoil Treatment for Post Pond. Mr. Kilham moved to approve article 14. Mr. Kahn seconded. Voted unanimously in favor by roll call vote. (Note: if the Conservation Commission votes not to support the required funding this it will be eliminated)
- ✓ Article 16 – Cemetery. Mrs. Brotman moved to approve article 16. Mr. Kilham seconded. Voted unanimously in favor by roll call vote.
- ✓ Article 17 – Withdrawal from Cemetery gifts and donations in the amount of $15,991 for cemetery maintenance needs. Mrs. Brotman moved to approve article 17. Mr. Kilham seconded. Voted unanimously in favor by roll call vote. These are donations from Mrs. Wise for cemetery maintenance use.

Primex³
NH Public Risk Management Exchange

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 Primex³. 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: *Member Number:*	*Company Affording Coverage:*
Primex3 Members as per attached Schedule of Members Property & Liability Program	NH Public Risk Management Exchange - Primex³ 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:	
X **General Liability** (Occurrence Form)	7/1/2020	7/1/2021	Each Occurrence	$ 5,000,000
☐ **Professional Liability (describe)**			General Aggregate	$ 5,000,000
☐ Claims Made ☐ Occurrence			Fire Damage (Any one fire)	
			Med Exp (Any one person)	
☐ **Automobile Liability**			Combined Single Limit (Each Accident)	
Deductible Comp and Coll:			Aggregate	
☐ Any auto				
☐ **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 Payee	**Primex³ – NH Public Risk Management Exchange**
NH Dept of Safety 33 Hazen Dr. Concord, NH 03301	**By:** *Mary Beth Purcell* **Date:** 6/23/2020 mpurcell@nhprimex.org Please direct inquires to: **Primex³ Claims/Coverage Services** **603-225-2841 phone** **603-228-3833 fax**

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
Town of Milford	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 Richmond	278
Town of Roxbury	282
Town of Rumney	283
Town of Salem	285
Town of Sanbornton	287
Town of Sandown	288
Town of Sandwich	289
Town of Seabrook	290
Town of Sharon	291
Town of Shelburne	292
Town of Stark	297
Town of Stewartstown	298
Town of Stoddard	310
Town of Strafford	299
Town of Stratford	300
Town of Sugar Hill	302

Primex
NH Public Risk Management Exchange

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 Primex³. 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: *Member Number:*	*Company Affording Coverage:*
Primex3 Members as per attached Schedule of Members Workers' Compensation Program	NH Public Risk Management Exchange - Primex³ 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:	
☐ **General Liability** (Occurrence Form) ☐ **Professional Liability (describe)** ☐ Claims Made ☐ Occurrence			Each Occurrence	
			General Aggregate	
			Fire Damage (Any one fire)	
			Med Exp (Any one person)	
☐ **Automobile Liability** Deductible Comp and Coll: ☐ Any auto			Combined Single Limit (Each Accident) Aggregate	
X **Workers' Compensation & Employers' Liability**	7/1/2020	7/1/2021	X Statutory	$2,000,000
			Each Accident	$2,000,000
			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 Payee	Primex³ – NH Public Risk Management Exchange
	By: *Mary Beth Purcell*
NH Dept of Safety 33 Hazen Dr. Concord, NH 03301	Date: 6/23/2020 mpurcell@nhprimex.org
	Please direct inquires to: **Primex³ Claims/Coverage Services** **603-225-2841 phone** **603-228-3833 fax**

SAU 44 Office	804
SAU 46 Office	753
SAU 48 Office	754
SAU 50 Office	800
SAU 53 Office	755
SAU 55 Office	777
SAU 56 Office	794
SAU 58 Office	830
SAU 67 Office	869
SAU 70 Office	845
Seabrook Beach Village District	448
Seabrook School District	843
Seacoast Charter School	1201
Shaker Regional School District	757
Somersworth School District	784
Souhegan Cooperative School District	778
Souhegan Regional Landfill District	590
South Hampton School District	844
Stark School District	831
Stoddard School District	854
Strafford School District	944
Stratford School District	832
Stratham School District	821
Strong Foundations Charter School	1213
Sullivan County	606
Sullivan School District	964
Sunapee School District	955
Surry School District	965
Tamworth School District	836
Thornton School District	758
Tilton Northfield Fire	567
Timberlane Regional School District	775
Town of Amherst	106
Town of Barnstead	112
Town of Benton	121
Town of Bradford	124
Town of Charlestown	136
Town of Chatham	137
Town of Chester	138
Town of Columbia	144
Town of Danbury	150
Town of Derry	154
Town of Dorchester	155
Town of Enfield	166
Town of Fitzwilliam	172
Town of Grantham	185
Town of Greenland	187
Town of Hampton	191
Town of Hanover	194
Town of Haverhill	196
Town of Hebron	197
Town of Hinsdale	201
Town of Holderness	202
Town of Hooksett	204
Town of Hudson	206
Town of Landaff	215
Town of Lee	218
Town of Lisbon	221
Town of Londonderry	224
Town of Lyme	227
Town of Marlow	233
Town of Merrimack	236
Town of New Castle	248
Town of New Durham	249

U.S. Department of Homeland Security
Grant Programs Directorate

GRANT ADJUSTMENT NOTICE

1. GRANTEE NAME AND ADDRESS (Including Zip Code) New Hampshire Department of Safety Division of Homeland Security and Emergency Management 33 Hazen Drive Concord, NH 03305	3. GRANT NUMBER EMB-2018-EP-00007
	4. ADJUSTMENT NUMBER 2
1A. GRANTEE IRS/VENDOR NUMBER 026003618	5. DATE 04/29/20
2. PROJECT TITLE FY 2018 Emergency Management Performance Grant	6. GRANT MANAGER Lance Harbour

SECTION I. DEOBLIGATIONS & REOBLIGATIONS

7. ACCOUNTING CLASSIFICATION CODE FISCAL YEAR / FUND CODE / BUD. ACT. / OFC. / DIV.REG. / SUB. / MBO	9. PREVIOUS GRANT AWARD AMOUNT	$ 3,480,972.00
	10. DEOBLIGATION AMOUNT	$ 0.00
DOCUMENT CONTROL NUMBER	11. ADJUSTED AWARD AMOUNT	$ 3,480,972.00

SECTION II. CHANGES

12. CHANGE GRANT MANAGER	FROM:_____	TO:_____
13. CHANGE GRANT PERIOD	FROM: 10/01/2017-09/30/2020	TO: 10/01/2017-09/30/2021

SECTION III. OTHER ADJUSTMENTS & INFORMATION

14

This grant adjustment notice extends the grant period as indicated above.

The grantee is reminded to submit all financial status reports and project progress reports to facilitate the drawdown of funds.

15. TYPED NAME AND TITLE OF AUTHORIZED OFFICIAL Vida Morkunas, Grants Management Division Director	16. SIGNATURE OF AUTHORIZED OFFICIAL