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ROBERT L. QUINN  
COMMISSIONER

## 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

December 6, 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 retroactively enter into a grant agreement with the Town of Swanzy (VC#177485-B003) to complete the stabilization of a 500-foot section of road embankment on Webber Hill Rd for a total amount of \$815,700.00. Effective upon Governor and Council approval from November 30, 2021 through May 29, 2023. Funding source: 100% Federal Funds.

Funding is available in the SFY 2022 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: 23PDM19 4393	\$815,700.00

### EXPLANATION

This item is retroactive to allow the Town of Swanzy to begin work immediately on this critical project. The purpose of this grant is for the Town of Swanzy to complete the stabilization of a 500-foot-section of road embankment on Webber Hill Rd in the Town of Swanzy in accordance with 44 CFR Part 201. 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 Pre-Disaster 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 B and C to their grant agreement.

His Excellency, Governor Christopher T. Sununu  
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December 6, 2021  
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There are no General Funds required with this request. In the event that PDM funds become no longer available, General Funds and/or Highway Funds will not be requested to support this program.

Respectfully submitted,



Robert L. Quinn  
Commissioner of Safety

**GRANT AGREEMENT**

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

**1. IDENTIFICATION AND DEFINITIONS**

<b>1.1. State Agency Name</b> NHI Department of Safety, Homeland Security and Emergency Management		<b>1.2. State Agency Address</b> 33 Hazen Drive Concord, NH 03305	
<b>1.3. Subrecipient Name</b> Town of Swanzy (VC#177485-B003)		<b>1.4. Subrecipient Address</b> PO Box 40009, Swanzy, NH 03446	
<b>1.5. Tel. #</b> .603-352-7411 ext. 107	<b>1.6. Account Number</b> AU #43930000	<b>1.7. Completion Date</b> 5/29/2023	<b>1.8. Grant Limitation</b> \$815,700.00
<b>1.9. Grant Officer for State Agency</b> Brian Eaton, State Hazard Mitigation Officer		<b>1.10. State Agency Telephone Number</b> (603) 227-8724	
*By signing this form we certify that we have complied with any public meeting requirement for acceptance of this grant, including if applicable RSA 31:95-b.*			
<b>1.11. Subrecipient Signature 1</b> <i>Michael D. Bradley</i>		<b>1.12. Name &amp; Title of Subrecipient Signor 1</b> Michael D. Bradley, Town Administrator	
<b>Subrecipient Signature 2</b>		<b>Name &amp; Title of Subrecipient Signor 2</b>	
<b>Subrecipient Signature 3</b>		<b>Name &amp; Title of Subrecipient Signor 3</b>	
<b>1.13. State Agency Signature(s)</b> By: <i>Steven R. Lavoie</i> On: 12/7/21		<b>1.14. Name &amp; Title of State Agency Signor(s)</b> Steven R. Lavoie, Director of Administration	
<b>1.15. Approval by the N.H. Department of Administration, Division of Personnel (if applicable):</b> By: _____ Director, On: 1/1			
<b>1.16. Approval by Attorney General (Form, Substance and Execution) (If G. &amp; C approval required):</b> By: <i>[Signature]</i> Assistant Attorney General, On: 12/24/21			
<b>1.17. Approval by Governor and Council (if applicable):</b> By: _____ On: 1/1			

**2. SERVICES TO BE PERFORMED:** The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly

described in the attached EXHIBIT B which is incorporated herein by reference ("Services").

Subrecipient Initials: 1.) MB 2.) \_\_\_\_\_ 3.) \_\_\_\_\_ Date: 7/26/21

**3. EFFECTIVE DATE/COMPLETION OF SERVICES.**

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.17, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

**4. CONDITIONAL NATURE OF AGREEMENT.**

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds affected by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

**5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.**

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT C which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

Subrecipient Initials: 1.) MTD 2.) \_\_\_\_\_

5.4 Notwithstanding any provision 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 Price Limitation set forth in block 1.8.

**6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.**

6.1 In connection with the performance of the Services, the Contractor shall comply with all applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3. The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

**7. PERSONNEL.**

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement.

This provision shall survive termination of this Agreement.  
7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

**8. EVENT OF DEFAULT/REMEDIES.**

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

3.) \_\_\_\_\_ Date: 7/26/21

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

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

8.2.1 give the Contractor 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 cured, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor 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 contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 give the Contractor a written notice specifying the Event of Default and set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

8.3. 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 of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default 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 Event of Default on the part of the Contractor.

## 9. TERMINATION.

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT B. In addition, at the State's discretion, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement.

## 10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

Subrecipient Initials: 1. MDS 2. \_\_\_\_\_

10.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulas, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

10.2 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.

10.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

11. **CONTRACTOR'S RELATION TO THE STATE.** In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

## 12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

12.1 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. **INDEMNIFICATION.** Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omission of the Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing,

3. \_\_\_\_\_ Date: 7/26/21



**EXHIBIT A**

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. AMB

2.) \_\_\_\_\_

3.) \_\_\_\_\_

Date: 7/26/21

**EXHIBIT B**

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 Swanzy (hereinafter referred to as "the Subrecipient") \$815,700.00 to complete the stabilization of a 500-foot section of road embankment on Webber Hill Rd..
2. "The Subrecipient" agrees that the project grant period ends May 29, 2023 and that a final performance and expenditure report will be sent to "the State" by June 29, 2023.
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 25% cost share required by this grant.

Subrecipient Initials: 1.) MTD

2.) \_\_\_\_\_

3.) \_\_\_\_\_

Date: 7/26/21

**EXHIBIT C**

Grant Amount and Payment Schedule

1. GRANT AMOUNT

	Applicant	Grant	
	Share	(Federal Funds)	Cost Totals
Project Cost	\$271,900.00	\$815,700.00	\$1,087,600.00
Project Cost is 75% Federal Funds, 25% Applicant Share			
Awarding Agency: Federal Emergency Management Agency (FEMA)			
Award Title & #: Pre-Disaster Mitigation (PDM) PDMC-PJ-01-NH-2019-001			
Catalog of Federal Domestic Assistance (CFDA) Number: 97.047 (PDM)			
Applicant's Data Universal Numbering System (DUNS): 73983926			

2. PAYMENT SCHEDULE

- a. "The Subrecipient" agrees the total payment by "the State" under this grant agreement shall be up to \$815,700.00.
- b. "The Subrecipient" shall submit invoices to "the State" with supporting documentation, i.e., copies of purchase orders, vendor invoices, and/or cancelled checks. Upon review and approval of the invoices and supporting match documentation, "the State" will forward the funds to "the Subrecipient". "The Subrecipient" shall expend the grant funds within thirty (30) days and provide proof of this to "the State" within forty-five (45) days.
- c. "The State" shall reimburse up to \$815,700.00 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).
- d. 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, August 3, 2020, to the identified completion date (block 1.7).

Subrecipient Initials: 1.)

MTB

2.)

3.)

Date: 7/26/21

Town of Swanzey, New Hampshire  
Board of Selectmen  
Meeting – June 9, 2021  
Whitcomb Hall, Main Street, Swanzey NH  
and remotely using Zoom Meeting

*Note: Draft Minutes are subject to review, correction and approval by the Board. Review and approval of Minutes generally takes place at the next regularly scheduled meeting of the Board.*

**CALL TO ORDER**

The meeting was called to order by Chair Selectman Sylvester Karasinski at 5:32 pm at Whitcomb Hall Main Street, Swanzey, NH and remotely using Zoom Meeting. Present at Whitcomb Hall were Selectmen Sylvester Karasinski, W. William Hutwelker and Kenneth P. Colby, Jr. Also present was Town Administrator Michael Branley and Recording Secretary Beverly Bernard. Zoom ID 881 9871 5812 or join by phone 1-929-205-6099.

**OTHERS PRESENT**

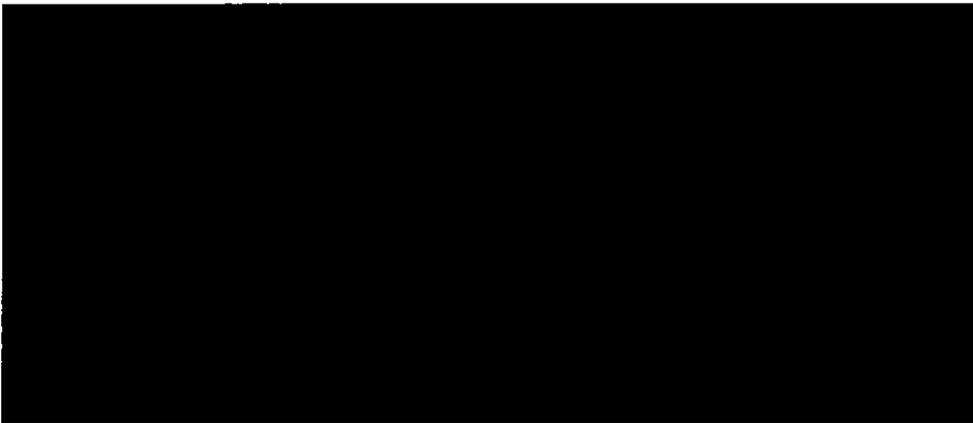
Trustee Steven Bittel

**MINUTES**

- The regular Minutes of June 2, 2021 were considered. There was a **motion** by Colby to approve the regular meeting Minutes of June 2, 2021. There was a second by Hutwelker and no further discussion, all were in favor. **Motion passed.**
- The non-public Minutes #1 and #2 of June 2, 2021 were considered. There was a **motion** by Colby to approve the non-public meeting Minutes #1 and #2 of June 2, 2021. There was a second by Hutwelker and no further discussion, and all were in favor. **Motion passed.**

**CONSENT AGENDA**

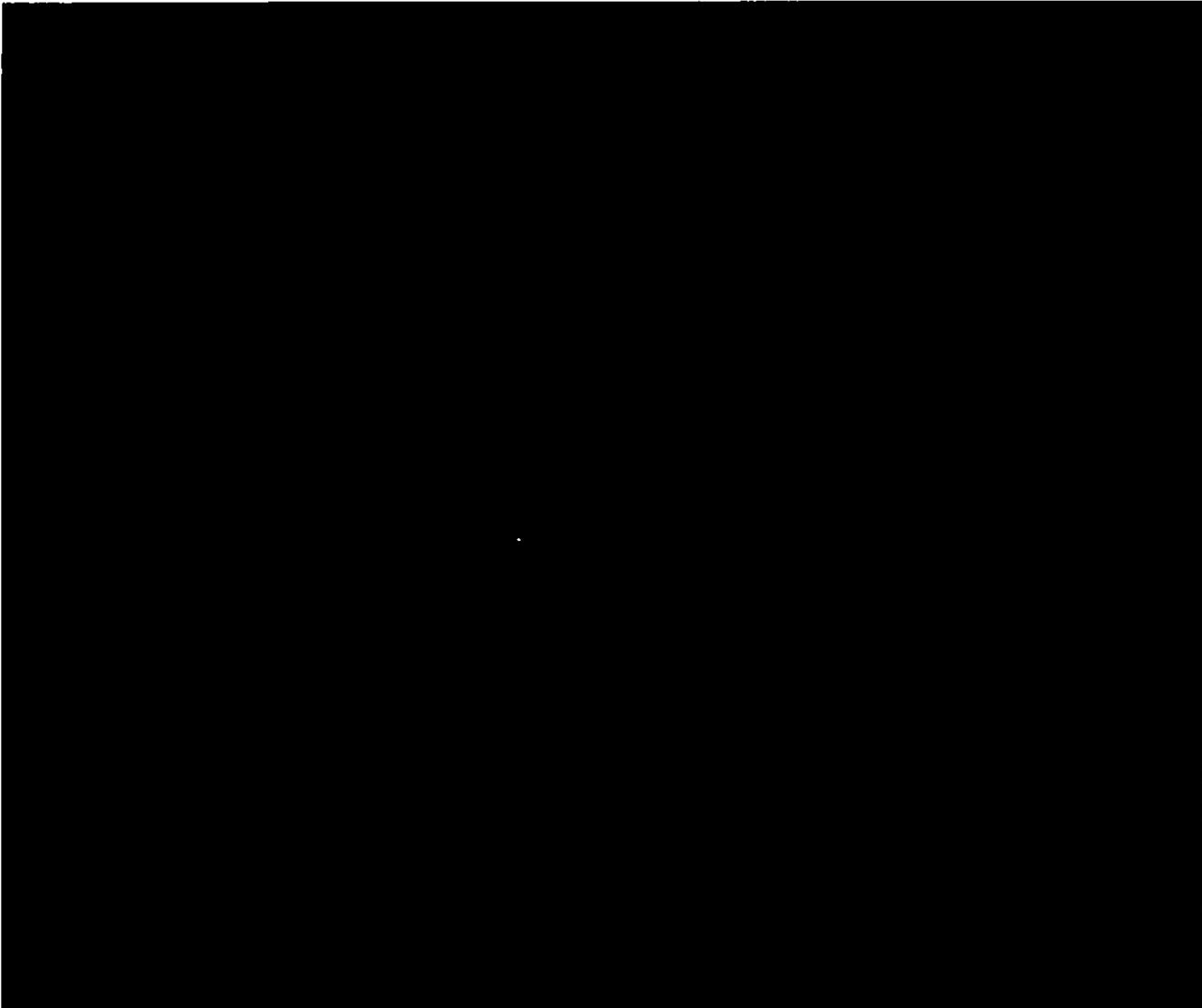
Motion was made by Colby to approve the Consent Agenda. There was a second by Hutwelker. All were in favor. **Motion passed.**



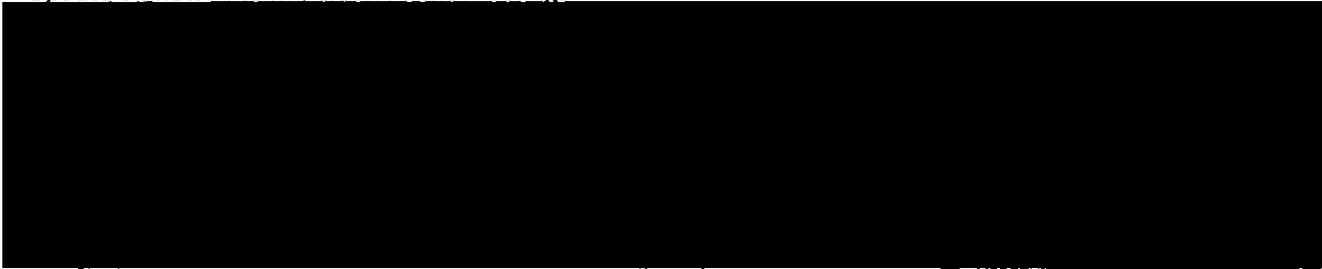
**PUBLIC INPUT**



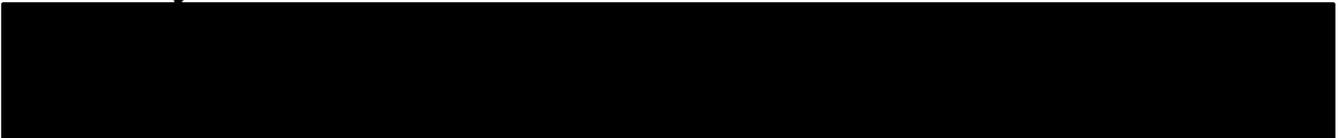
**NEW BUSINESS**



**Update on Return to In-Person Public Meetings**



**Tax Deed Agreements**



Pursuant to RSA 31:95-b, acceptance and expenditure of unanticipated funds in the amount of \$815,700 from the Federal Emergency Management Association (FEMA) for the stabilization of Webber Hill Road

Colby moved to accept the terms of the Pre-Disaster Mitigation Grant Program, as presented in the amount of \$815,700 from the Federal Emergency Management Association (FEMA) to complete the stabilization of a 500-foot section of road embankment on Webber Hill Road. Furthermore, the Board acknowledges that the total cost of this project will be \$1,087,600, in which the town will be responsible for a 25% match (\$271,900), and authorizes the Town Administrator to sign all documents related to the grant. There was a second to the motion by Hutweiker and no further discussion. All were in favor. *Motion passed.*

**ADJOURNMENT**

Motion to adjourn the meeting was made by Colby. The motion was seconded by Hutwelker without further discussion. All were in favor. **Motion passed.** Adjournment occurred at 6:16 pm.

Respectfully Submitted,



Beverly Bernard, Recording Secretary

Approved on June 23, 2021



## CERTIFICATE OF COVERAGE

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

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

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

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

<b>Participating Member:</b> Primex3 Members as per attached Schedule of Members Property & Liability Program		<b>Member Number:</b>		<b>Company Affording Coverage:</b> NH Public Risk Management Exchange - Primex <sup>3</sup> Bow Brook Place 46 Donovan Street Concord, NH 03301-2624	
X	Type of Coverage	Effective Date (mm/dd/yyyy)	Expiration Date (mm/dd/yyyy)	Limits - NH Statutory Limits May Apply, If Not	
	<b>General Liability (Occurrence Form)</b> <b>Professional Liability (describe)</b> <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence	1/1/2021	1/1/2022	Each Occurrence	\$ 5,000,000
				General Aggregate	\$ 5,000,000
				Fire Damage (Any one fire)	
				Med Exp (Any one person)	
	<b>Automobile Liability</b> Deductible    Comp and Coll: <input type="checkbox"/> Any auto			Combined Single Limit (Each Accident)	
				Aggregate	
	<b>Workers' Compensation &amp; Employers' Liability</b>			Statutory	
				Each Accident	
				Disease - Each Employee	
				Disease - Policy Limit	
	<b>Property (Special Risk includes Fire and Theft)</b>			Blanket Limit, Replacement Cost (unless otherwise stated)	
<b>Description:</b> Proof of Primex Member coverage only.					

<b>CERTIFICATE HOLDER:</b>	<b>Additional Covered Party</b>	<b>Loss Payee</b>	Primex <sup>3</sup> - NH Public Risk Management Exchange
NH Dept of Safety 33 Hazen Dr. Concord, NH 03301			<b>By:</b> <i>Mary Beth Powell</i>
			<b>Date:</b> 12/22/2020    mpurcell@nhprimex.org Please direct inquires to: <b>Primex<sup>3</sup> Claims/Coverage Services</b> 603-225-2841 phone 603-228-3833 fax

Member	Mbr #
Bay Sewage District	558
Belknap County	607
Capital Area Fire Compact	546
Carroll County	600
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 Cooperative	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
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
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
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
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 Pembroke	267
Town of Pittsfield	271
Town of Plaistow	273
Town of Raymond	277
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
<u>Town of Swanzey</u>	<u>307</u>
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 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 (Primex<sup>3</sup>) is organized under the New Hampshire Revised Statutes Annotated, Chapter 5-B, Pooled Risk Management Programs. In accordance with those statutes, its Trust Agreement and bylaws, Primex<sup>3</sup> is authorized to provide pooled risk management programs established for the benefit of political subdivisions in the State of New Hampshire.

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

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

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

<b>Participating Member:</b> Primex3 Members as per attached Schedule of Members Workers' Compensation Program		<b>Member Number:</b>		<b>Company Affording Coverage:</b> NH Public Risk Management Exchange - Primex <sup>3</sup> Bow Brook Place 46 Donovan Street Concord, NH 03301-2624	
Type of Coverage	Effective Date (mm/dd/yyyy)	Expiration Date (mm/dd/yyyy)	Limits - NH Statutory Limits May Apply If Not		
<input type="checkbox"/> General Liability (Occurrence Form) <input type="checkbox"/> Professional Liability (describe) <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence			Each Occurrence		
			General Aggregate		
			Fire Damage (Any one fire)		
			Med Exp (Any one person)		
<input type="checkbox"/> Automobile Liability Deductible    Comp and Coll: <input type="checkbox"/> Any auto			Combined Single Limit (Each Accident) Aggregate		
<input checked="" type="checkbox"/> Workers' Compensation & Employers' Liability	1/1/2021	1/1/2022	<input checked="" type="checkbox"/> Statutory      \$2,000,000		
			Each Accident      \$2,000,000		
			Disease - Each Employee		
			Disease - Policy Limit		
<input type="checkbox"/> Property (Special Risk includes Fire and Theft)			Blanket Limit, Replacement Cost (unless otherwise stated)		
<b>Description:</b> Proof of Primex Member coverage only.					

<b>CERTIFICATE HOLDER:</b>	<b>Additional Covered Party</b>	<b>Loss Payee</b>	<b>Primex<sup>3</sup> - NH Public Risk Management Exchange</b>
NH Dept of Safety 33 Hazen Dr. Concord, NH 03301			<b>By:</b> <i>Mary Beth Purcell</i>
			<b>Date:</b> 12/22/2020    mpurcell@nhprimex.org
			Please direct inquires to: <b>Primex<sup>3</sup> Claims/Coverage Services</b> 603-225-2841 phone 603-228-3833 fax

<b>Member</b>	<b>Mbr #</b>
Bay Sewage District	558
BCEP Solid Waste	510
Belknap County	607
Berlin Housing Authority	527
Bethlehem Village District	568
Campton Village Precinct	565
Capital Area Fire Compact	546
Carroll County	600
Cheshire County	601
City of Claremont	141
City of Keene	210
City of Laconia	213
Claremont Housing Authority	528
Clarksville School District	816
Colebrook Fire Precinct	577
Colebrook School District	709
Columbia School District	818
Concord Housing Authority	522
Conway Village Fire District	526
Coos County	602
Derry Housing and Redevelopment Authority	530
Dover Housing Authority	551
Emerald Lake Village District	535
Exeter Housing Authority	503
Goffstown School District	720
Goffstown Village Water Precinct	553
Governor Wentworth Regional School District	721
Greenville Estates Village District	556
Hillsborough County	608
Hopkinton Village Precinct	554
Kearsarge Lighting Precinct	464
Keene Housing	504
Laconia Housing Authority	555
Lakes Region Mutual Fire Aid	529
Lamprey Regional Cooperative	505
Lebanon Housing Authority	523
Littleton Water & Light	524
Lower Beech Pond Village District	463
Manchester Housing and Redevelopment Authority	520
Manchester Transit Authority	506
Merrimack County	604
Merrimack Village District	561
Milford Area Communications Center	545
Mountain Lakes District	534
Nashua Housing and Redevelopment Authority	549
New Boston School District	740
New London/Springfield Water	539
Newfields Water & Sewer	560
NH Public Risk Management Exchange	573
North Conway Water Precinct	557
North Haverhill Precinct	508
Pembroke Water Works	532
Penacook Rescue Squad	531
Penacook-Boscawen Water Precinct	548
Pillsbury Lake Village District	540
Pittsburg School District	823
Plainfield Village Water District	571
Plymouth Village Water & Sewer District	559
Portsmouth Housing Authority	572
Portsmouth School District	950
Portsmouth School District	950
Precinct/Haverhill Corner	544
Rockingham Regional Planning Commission	563

Rye Beach Village District	453
Salem Housing Authority	521
SAU 7 Office	817
SAU 19 Office	748
Somersworth Housing Authority	533
Southeast Regional Refuse Dist 53-B	536
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 County Conservation District	465
Strafford Regional Planning Commission	562
Swains Lake Village District	552
Tilton & Northfield Aqueduct Co., Inc.	467
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
Town of Bow	123
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

Town of Ellsworth	165
Town of Epping	167
Town of Epsom	168
Town of Errol	169
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Town of Farmington	171
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 Gilsum	180
Town of Goffstown	181
Town of Gorham	182
Town of Goshen	183
Town of Grafton	184
Town of Greenfield	186
Town of Greenville	188
Town of Groton	189
Town of Hampstead	190
Town of Hampton Falls	192
Town of Hancock	193
Town of Harrisville	195
Town of Henniker	198
Town of Hill	199
Town of Hillsborough	200
Town of Hollis	203
Town of Hopkinton	205
Town of Jackson	207
Town of Jaffrey	208
Town of Jefferson	209
Town of Kensington	211
Town of Kingston	212
Town of Lancaster	214
Town of Langdon	216
Town of Lempster	219
Town of Lincoln	220
Town of Litchfield	222
Town of Littleton	223
Town of Loudon	225
Town of Lyman	226
Town of Lyndeborough	228
Town of Madbury	229
Town of Madison	230
Town of Marlborough	232
Town of Mason	234
Town of Meredith	235
Town of Middleton	237
Town of Milan	238
Town of Milford	239
Town of Milton	240
Town of Monroe	241
Town of Mont Vernon	242
Town of Moultonborough	243
Town of Nelson	244
Town of New Boston	246
Town of New Ipswich	253
Town of Newfields	250
Town of Newington	252
Town of Newport	256
Town of Newton	257
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 Pembroke	267
Town of Pittsburg	270
Town of Pittsfield	271
Town of Plainfield	272
Town of Plaistow	273
Town of Plymouth	274
Town of Raymond	277
Town of Rindge	279
Town of Rollinsford	281
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 Sandwich	289
Town of Seabrook	290
Town of Shelburne	292
Town of South Hampton	294
Town of Springfield	295
Town of Strafford	299
Town of Stratford	300
Town of Stratham	301
Town of Sullivan	303
Town of Sunapee	304
Town of Surry	305
<u>Town of Swanzey</u>	<u>307</u>
Town of Tamworth	308
Town of Temple	309
Town of Thornton	320
Town of Tilton	311
Town of Troy	312
Town of Tuftonboro	313
Town of Unity	314
Town of Wakefield	315
Town of Walpole	316
Town of Warner	317
Town of Warren	318
Town of Washington	319
Town of Weare	321
Town of Webster	322
Town of Westmoreland	324
Town of Whitefield	325
Town of Wilmot	326
Town of Wilton	327
Town of Windham	329
Town of Windsor	323
Town of Wolfeboro	331
Town of Woodstock	332
Village District of Eidelweiss	502
Warner Village Water District	513
Woodsville Fire District	515
Woodsville Water & Light Department	516



**FEMA**

February 11, 2021

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

Re: Program: FY 2019 Pre-Disaster Mitigation Grant Program, Assistance Listing No. 97.047  
Award No.: EMB-2020-PC-0005  
Recipient: Homeland Security and Emergency Management, New Hampshire Department of Safety  
Amendment #1 – Additional Project Award

Dear Director Harper:

The Federal Emergency Management Agency (“FEMA”) has approved one additional project and additional Management Costs in the Homeland Security and Emergency Management, New Hampshire Department of Safety (“Recipient”) application for financial assistance under the FY 2019 Pre-Disaster Mitigation Grant Program. The Federal award, numbered EMB-2020-PC-0005, is now comprised of the five projects detailed below and further detailed in the grant agreement articles. The amount of the Federal award has been increased to \$1,356,254.90 and, as a condition of the Federal award, the Recipient is required to contribute a nonfederal cost-share in the amount of \$452,084.97, or 25% of the total approved project cost of \$1,808,339.87.

*Subject of this award notification:*

Project Number: PDMC-PJ-01-NH-2019-001

Description: Webber Hill Road Stabilization

Project Cost: \$1,087,600.00 (federal award \$815,700.00, nonfederal cost-share \$271,900.00)

Subapplicant: Town of Swanzey

Award Date: As of the date of this letter

Project Number: PDMC-MC-01-NH-2019-008

Description: Management Costs (additional to previously awarded)

Project Cost: \$145,013.33 (federal award \$108,760.00, nonfederal cost-share \$36,253.33)

Subapplicant: New Hampshire Department of Safety, Homeland Security and Emergency Management

Award Date: As of the date of this letter

*Previously awarded:*

Project Number: PDMC-PL-01-NH-2019-005

Description: FFY19 Local Hazard Mitigation Plan Updates (1)

Project Cost: \$197,330.00 (federal award \$147,997.50, nonfederal cost-share \$49,332.50)

Subapplicant: New Hampshire Department of Safety, Homeland Security and Emergency Management

Award Date: August 3, 2020

Project Number: PDMC-PL-01-NH-2019-006

Description: FFY19 Local Hazard Mitigation Plan Updates (2)

Project Cost: \$198,666.00 (federal award \$148,999.50, nonfederal cost-share \$49,666.50)

Subapplicant: New Hampshire Department of Safety, Homeland Security and Emergency Management

Award Date: August 3, 2020

Project Number: PDMC-PL-01-NH-2019-007

Description: FFY19 Local Hazard Mitigation Plan Updates (3)

Project Cost: \$111,998.00 (federal award \$83,998.50, nonfederal cost-share \$27,999.50)

Subapplicant: New Hampshire Department of Safety, Homeland Security and Emergency Management

Award Date: August 3, 2020

Project Number: PDMC-MC-01-NH-2019-008

Description: Management Costs

Project Cost: \$67,732.54 (federal award \$50,799.40, nonfederal cost-share \$16,933.14)

Subapplicant: New Hampshire Department of Safety, Homeland Security and Emergency Management

Award Date: August 3, 2020

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 (enclosed with this award letter for Project # PDMC-PJ-01-NH-2019-001; for other projects, FEMA has previously provided the Records of Environmental Consideration)
- FY 2019 Pre-Disaster Mitigation Grant Program Notice of Funding Opportunity

Jennifer Harper  
February 11, 2021  
Page 3

Please contact Nulise Francois, Grants Program Specialist, at (617) 956-7635, if you have any questions.

Sincerely,

Paul F. Ford  
Acting Regional Administrator  
FEMA Region 1

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

Enclosures