



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

ROBERT L. QUINN
 COMMISSIONER

EDDIE EDWARDS
 ASSISTANT COMMISSIONER

February 1, 2022

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 Hampton (VC#177399-B002) (100 Winnacunnet Rd, Hampton NH 03842) to update their Hazard Mitigation Plan (HMP) for a total amount of \$9,999.75. Effective upon Governor and Council approval 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				\$9,999.75

EXPLANATION

The purpose of this grant is for the Town of Hampton to update their Hazard Mitigation Plan (HMP). 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.

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

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/City of Hampton (VCH177399-B002)		1.4. Subrecipient Address 100 Winnacunnet Rd, Hampton, NH 03842	
1.5. Tel. # 603-929-5908	1.6. Account Number AU#43930000	1.7. Completion Date May 29, 2023	1.8. Grant Limitation \$9,999.75
1.9. Grant Officer for State Agency Brian Eaton, State Hazard Mitigation Officer		1.10. State Agency Telephone Number (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.			
1.11. Subrecipient Signature 1 		1.12. Name & Title of Subrecipient Signor 1 Russell Bridle, Chairman	
Subrecipient Signature 2 		Name & Title of Subrecipient Signor 2 Charles Page, Vice-Chairman	
Subrecipient Signature 3 		Name & Title of Subrecipient Signor 3 Regina Barnes, Selectman	
Subrecipient Signature 4 		Name & Title of Subrecipient Signor 4 James Waddell, Selectman	
Subrecipient Signature 5 		Name & Title of Subrecipient Signor 5 Richard Sawyer, Selectman	
1.13. State Agency Signature(s) By: On: 2/14/22		1.14. Name & Title of State Agency Signor(s) Steven R. Lavoie, Director of Administration	
1.15. Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: 1/1			
1.16. Approval by Attorney General (Form, Substance and Execution) (if G & C approval required) By: Assistant Attorney General, On: 2/22/22			
1.17. Approval by Governor and Council (if applicable) By: _____ On: 1/1			

Subrecipient Initials: 1.) RM 2.) CR 3.) RS 4.) 5.) Date: 1/16/21

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").

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.

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.

Subrecipient Initials: 1.) RB 2.) AK 3.) RB 4.) SP 5.) JL Date: 10/11/21

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"):

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.

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, formulae, 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

Subrecipient Initials: 1.) AS 2.) CR 3.) RS 4.) JS 5.) MS Date: 10/15/21

this paragraph 13. 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 in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 commercial general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate or excess; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 10.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("Workers' Compensation").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. The Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. **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

Subrecipient Initials: 1.) RD 2.) CK 3.) RB 4.) [Signature] 5.) [Signature]

Date: 10/11/21

Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

17. **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 Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

18. **CHOICE OF LAW AND FORUM.** This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

19. **CONFLICTING TERMS.** In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and/or attachments and amendment thereof, the terms of the P-37 (as modified in EXHIBIT A) shall control.

20. **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.

21. **HEADINGS.** The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. **SPECIAL PROVISIONS.** Additional or modifying provisions set forth in the attached EXHIBIT A are incorporated herein by reference.

23. **SEVERABILITY.** In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. **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 with respect to the subject matter hereof.

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.)

RB

2.)

CA

3.)

RB

4.)

fw

5.)

WJ

Date: 12/14/21

Page 5 of 7

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 Hampton (hereinafter referred to as "the Subrecipient") \$9,999.75 to update their Local Hazard Mitigation Plan.
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.)

RB

2.)

CM

3.)

RB

4.)

[Signature]

5.)

[Signature]

Date:

10/14/21

Page 6 of 7

EXHIBIT C

Grant Amount and Payment Schedule

I. GRANT AMOUNT

	Applicant Share	Grant (Federal Funds)	Cost Totals
Project Cost	\$3,333.25	\$9,999.75	\$13,333.00
Project Cost is 75% Federal Funds, 25% Applicant Share			
Awarding Agency: Federal Emergency Management Agency (FEMA)			
Award Title & #: Pre-Disaster Mitigation (PDM) EMB-2020-PC-0005			
Catalog of Federal Domestic Assistance (CFDA) Number: 97.047 (PDM)			
Applicant's Data Universal Numbering System (DUNS): 095503009			

2. PAYMENT SCHEDULE

- a. "The Subrecipient" agrees the total payment by "the State" under this grant agreement shall be up to \$9,999.75.
- b. "The 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 \$9,999.75 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 State 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.)

[Handwritten Signature]

3.) *RS*

4.) *[Handwritten Signature]*

5.) *[Handwritten Signature]*

Date: 10/16/20

Note: Draft minutes are subject to corrections, additions, and deletions.

October 18, 2021

6:30 p.m. Non-public session

PRESENT: Russell Bridle, Chairman
Charles Rage, Vice-chairman
Regina Barnes, Selectman
James Waddell, Selectman
Richard Sawyer, Selectman

Jamie Sullivan, Town Manager
Mark Gearreald, Town Attorney
Justin Richardson, Attorney for North Hampton

At approximately 6:30 p.m. on the MOTION made by Sel. Waddell, SECONDED by Chairman Bridle, the Board voted unanimously by roll call (5-0) to go into a non-public session under RSA 91-A:3, II,(e)[litigation]. VOTE: 5-0-0

[Minutes Sealed]

At 6:55 p.m., a MOTION was made by Sel. Waddell, SECONDED by Sel. Barnes to leave the non-public session, which was approved unanimously, and the public session was reconvened. VOTE: 5-0-0

At approximately 6:56 p.m. back in public session, Sel. Waddell MOVED to seal the minutes of the Non-Public Session, SECONDED by Sel. Barnes on the basis that disclosure of these minutes could jeopardize the actions to be taken and affect reputations.

This motion to seal the minutes passed unanimously by roll call vote. VOTE: 5-0-0

At 6:57 PM, the Selectmen recessed their public session to the downstairs Selectmen's meeting room.

After the recess of the non-public session, the Board resumed the public session of the meeting.

7:00 p.m. Board of Selectmen's Room

SALUTE TO THE FLAG

PRESENT: Russell Bridle, Chairman
Charles Rage, Vice-chairman
Regina Barnes, Selectman
James Waddell, Selectman
Richard Sawyer, Selectman
Jamie Sullivan, Town Manager

Note: Draft minutes are subject to corrections, additions, and deletions.

I. Public Hearing: RSA 231:59-a Emergency Lanes

1. Ballard Street Petition

TM Sullivan discussed the Ballard Street petition this is a private road and is two ways, they are requesting that it be plowed as an Emergency Lane.

Rick Starmer, Ballard Street, discussed being here to support the petition.

TM Sullivan noted the plowing issue during winter and discussed the recommendation of all departments. He read the recommend motion.

Sel. Rage MOTIONED to DECLARE. After a public hearing, I hereby move under NH RSA 231:50-a to declare Ballard Street, a Private Way, an Emergency Lane to allow the public need for keeping such private way passable as required by emergency vehicles, by plowing snow or other such work identified by the Town for this limited purpose. The Board makes the following findings to support this declaration:

1. Ballard Street homes are on a small street very close to one another along the marsh making them susceptible to high wind hazards during fires,
2. The Fire Chief, Police Chief and Public Works Director all have indicated it is in the public interest to keep this area accessible to emergency vehicles during the winter and recommend plowing snow as required to meet this need,
3. Access to emergency vehicles and safety interests on this street surpass or differ from any private benefits to landowners abutting such roads.

SECONDED by Sel. Barnes. VOTE: 5-0-0

TM Sullivan: The Fire Chief has recommended that Ballard Street, both sides, also be declared a Fire Lane under Town Ordinance Chapter 805:41 Article VI A entitled Fire Lanes Defined.

Sel. Waddell MOTIONED to DECLARE Ballard Street as a Fire Lane, SECONDED by Sel. Rage. VOTE: 5-0-0

The Public Hearing closed at 19:04

II. Public Comment [Time limitation of three (3) minutes]

Joe Turly, Woodlawn Road, discussed that he would like to encourage the town to abolish and abandon machine vote counting at all elections. He mentioned working on petitions and asked if it will be discussed since it is on the agenda and will it be on the ballot in March. He voiced his opinion on the past election. He further discussed the petition.

Dee Backus, Hampton resident, noted speaking on behalf of Linda McGrath, and read a statement from her, seconding the statement. The statement discussed a bipartisan hand count of ballots.

Marie Tonto Dinardo, 470 Winnacunnet Road, discussed 2017 election integrity being under the DOD, the Homeland Security, and the Cyber Infrastructure Securities Act. She discussed Dominion and conflict of interest and the removal of machines in elections in NH.

Ken Kolchek, 241 Drakeside Road, discussed his career in the state department and noted other counties are using paper ballots, noting it being transparent. He noted all electronic systems can be hacked.

Note: Draft minutes are subject to corrections, additions; and deletions.

Angela Skinner, 8 6th Street, discussed the Dominion voting system and corruption. She discussed percentages regarding a vote in Hampton. She discussed voter fraud and having it fixed. She discussed voter integrity and it being the heart and soul of this republic. She discussed going back to basics, paper ballots, and voter id.

Marty Kosta, Woodland Road, discussed thinking there will not be a problem getting enough people to count the votes. He noted why even bother with machines.

Kimberly Westcott, 491 Winnacunnet Rd., she discussed backup information regarding the voting machines, noting ownership and who services the machines, referencing conflict of interest.

III. Announcements and Community Calendar

Sel. Barnes reminded the public of the master plan forum a couple of weeks ago, and that there is an online survey on the town website hamptonnh.gov. She noted the Planning Board has their monthly steering committee meeting this Wednesday.

Chairman Bridle asked for a moment of silence for the passing of Jack Lessard.

IV. Approval of Minutes

1. September 27, 2021 & October 4, 2021

Sel. Barnes MOTIONED to APPROVE the Minutes of September 27, 2021, and October 4, 2021, SECONDED by Sel. Waddell. VOTE: 5-0-0

V. Consent Agenda

1. Cemetery Deeds: Priscilla B. Fanning 33/I-1/2/1+3 RD12, Lynne Smith 27/I-1/1/3 RD12
2. The Big Bad LLC Food Truck permission to operate at Hampton Academy's "THINK" event
3. Surplus Declaration of Fire Department Vehicles 2008 F-150 and 2011 Crown Victoria

TM Sullivan asked to have items 2 & 3 removed.

Sel. Sawyer MOTIONED to APPROVE the Cemetery Deeds on the Consent Agenda, SECONDED by Sel. Rage. VOTE: 5-0-0

TM Sullivan discussed The Big Bad LLC Food Truck's request for permission to operate at Hampton Academy's "THINK" event and for the truck to be allowed on school property.

Sel. Waddell MOTIONED to APPROVE under town ordinance 628-11 the school's request for The Big Bad LLC Food Truck to operate on school property for the Think event, SECONDED by Sel. Barnes. VOTE: 5-0-0

TM Sullivan discussed the request from the Fire Dept. to declare 2008 F-150 and 2011 Crown Victoria as surplus vehicles. He referenced the letter received from the Fire Chief.

Sel. Sawyer MOVED to APPROVE the declaration of two vehicles: 2008 F-150 and 2011 Crown Victoria as surplus vehicles, having no value, and for use in training, and to properly dispose of them, when necessary, SECONDED by Sel. Barnes. VOTE: 5-0-0

VI. Appointments

1. Chief Hobbs & Deputy Chief Reno

Note: Draft minutes are subject to corrections, additions, and deletions.

a Police Department Budget Review

TM Sullivan gave an overview of the budget and process, noting being as close to the default as possible per board direction. He discussed tonight's Police and Fire budgets as being maintenance budgets.

TM Sullivan asked Fin. Dir. Pulliam to give an overview of the budget as it now stands. Dir. Pulliam did so use a power point presentation and stated the 2022 proposed budget is \$30,106,460.00, with 42% being wages. She gave a breakdown of high budget items and compared them to 2021. She presented slides for the Police budget, which is at \$4,738,325.00, and also presented percentages and comparisons. She did the same for the Fire budget at \$4,039,264.00.

Sel. Waddell asked how many personnel for the budget number. Dir. Pulliam noted when all is counted, around four hundred with about one hundred sixty full time employees.

~~Chief Hobbs discussed the pre-disaster mitigation grant, noting the town has received \$9,999.75. He noted the board had the grant agreement.~~

~~Sel. Waddell MOTIONED to APPROVE and accept the terms of the Pre-Disaster Mitigation grant program as presented in the amount of \$9,999.75 to update the community's local hazard mitigation plan. Furthermore, the Board acknowledges that the total cost of this project will be \$13,333.00, in which the town will be responsible for a 25% match (\$3,333.25).
SECONDED by Sel. Sawyer. Vote: 5=0=0~~

Chief Hobbs discussed the budget noting a 1.48% increase. He discussed administration, highlighting increases in gasoline, and tuition reimbursement with not a big difference in vehicle maintenance.

Sel. Barnes asked about the increase in gas and diesel and is it a new increase or what was in the book and the answer was it is what is in the book.

Sel. Waddell asked if the tuition reimbursement gets used each year and the Chief answered he is pro-education and is encouraging more officers to pursue such.

The Chief discussed crime control and investigations, noting wage increases and nothing else significant.

Sel. Waddell noted career incentives were down, and the answer was a change in personnel.

Sel. Barnes asked about the lesser amount on the mounted patrol. The Chief noted a savings in the change of the stable the horses are boarded at.

The Chief discussed traffic control and patrol, noting an increase in wages and overtime, highlighting the overtime for the canine program. He noted the overtime training line includes seven officers, not six like last year, and referenced training going on now. He mentioned an increase in the motorcycle lease and discussed sick and vacation time. He discussed an increase in replacement equipment due to rising costs.

Sel. Barnes asked how we are doing on staffing. TM Sullivan noted two positions open currently and discussed they are in contract negotiations now and those changes would be a warrant article.

Chief Hobbs noted there is no change in training.

Note: Draft minutes are subject to corrections, additions, and deletions.

Sel. Waddell asked if it were for all training, and the Chief discussed the ammunitions and part time staff. Sel. Waddell asked if the Chief feels it is an adequate amount with training be crucial, and the answer was other training is in the overtime lines as well. TM Sullivan noted this is generally supplies for the training.

Chief Hobbs discussed support services. He discussed the increase, noting contract increases and part time coverage. He discussed full time wages, increased presence at the beach over the summer, many types of coverage, and administrative costs. He discussed staffing issues and shortages and the importance of maintaining the police presence. He discussed training and recruitment and highlighted a stipend, noting significant changes happening to part time certification. He discussed losing people due to non-payment during the training process.

Sel. Barnes thanked the Chief and deputy for the summer work. She discussed the state of police forces across the country, and noted our force covers the town as well as the beach, discussing they are making sure the state park is safe. She asked the cost of the stipend for the academy and the answer was \$45,000.00.

Sel. Waddell asked how many hours they must go to the academy and the answer was 241. There was general discussion of a drastic increase in hours of training needed.

Sel. Barnes and the Chief discussed the committee of Police Chiefs that are in discussions regarding staffing, noting it through the academy.

Sel. Rage asked if we think the stipend is enough. Sel. Sawyer shared information from his recruiting role that people are receiving a \$10,000.00 signing bonus for a two-year commitment. There was general discussion on that. Sel. Rage noted he would like to see the stipend higher. TM Sullivan addressed and discussed ways to approach the payment. There was general discussion on the ongoing labor shortage and hiring amounts.

Sel. Sawyer asked about the possibility of placing the stipend program on as a warrant article, and the answer was yes.

Sel. Waddell asked if the certification is beneficial to the person's resume. There was general discussion on changes due to openings across the state. There was continued discussion on the stipend. Chief Hobbs discussed the numbers of parttime officers in the state.

Chief Hobbs discussed the police station and buildings, noting the increase in wages.

Sel. Waddell asked about any idea on electric. TM Sullivan noted electric, and gas are ongoing.

Sel. Waddell noted good job coming up with such a tight budget. Chief Hobbs gave thanks to Dir. Pulliam. TM Sullivan noted this budget has been cut by his office.

Sel. Barnes noted the goals and objectives report received and noted staffing issues. She noted two recommendations, traffic division and supervisors, and they are not in this budget. The Chief discussed a possible warrant article for additional staffing. She asked about a recommendation of community policing and engagement and what does that mean. Chief Hobbs discussed more community events and getting the community involved.

TM Sullivan discussed grants applied for. The Chief announced they are receiving both grants they have applied for. TM Sullivan discussed particulars and that more information will be forth coming with final documentation. There was discussion that writing the grants is a team effort.

Note: Draft minutes are subject to corrections, additions, and deletions.

Chief Hobbs discussed parking enforcement and noted the transition to meters. He noted considering additional meters in the Ashworth Ave. lot. There was general discussion of purchasing at end of year with surplus.

The Chief discussed animal control with increases in wages and gas.

TM Sullivan discussed emergency management with a standard amount each year.

2. Chief McMahon
 - a. Fire Department Budget Review

Chairman Bridle commented how great the open house was yesterday. The Chief agreed. They discussed the horses and the drones.

Chief McMahon discussed his budget process and the cost of adding personnel, noting a possible warrant article. He mentioned the replacement of breathing apparatus down the road and a possible grant.

The Chief discussed the administration budget and noted the increase is gas and diesel and wage changes.

Sel. Barnes noted the contracts that passed last year.

Sel. Waddell noted the increase in holiday pay and the Chief noted all stipends and they are paid in Nov.

Chairman Bridle asked about staff development and tuition reimbursement and asked if we are missing anything. The Chief noted we are, and that the training budget will aid that. They discussed taking all opportunities and the National Fire Academy.

The Chief discussed fire suppression, noting it their largest area with firefighter's and officer's wages and the increases due to CBA. He noted a change in overtime wages, and this year it is over due to a change in a vacant captain's position and two worker's comp. issues.

Chairman Bridle noted nothing in new equipment and replacement equipment is low. The Chief explained some new equipment purchased this year with grants and a bequest.

Sel. Barnes asked about career incentives and the negative amount in 2021. Chief McMahon discussed the changes in the contract as to how the incentives are paid and it is no longer in the line.

The Chief discussed fire prevention, noting the increase in wages and a vehicle purchased in 2021 that will not have to be replaced in 2022.

Sel. Barnes asked about the new fire prevention officer and there was discussion it is still in the testing phase. She noted the fire prevention vehicle.

Chief McMahon noted no changes in training and discussed a new training program.

Chairman Bridle noted personnel going to the fire academy.

Sel. Barnes noted the actual spent for 2021 is low and the Chief noted pro leave, and some will be used later this year. He highlighted some swimmer classes that need to be done.

The Chief discussed communications and the increase being the CBA voted this year and he explained the overtime amount.

Note: Draft minutes are subject to corrections, additions, and deletions.

Chairman Bridle asked about new equipment. Chief McMahon discussed an upgrade to the radio system, in conjunction with police and public works and in the form of a warrant article.

The Chief discussed repair services, discussing all the vehicles in the fleet, noting the fleet is aging. There was general discussion on the vehicle out of service due to the accident and waiting for parts. The Chief discussed how being down that vehicle effects other calls.

Chief McMahon discussed fire stations and buildings, noting some previous issues, but no change to this year. He noted watching for heating fuel and electricity.

Chairman Bridle noted they have already expended the requested amount to date. The Chief noted items that happen at the first of the year, noting maintenance.

TM Sullivan asked the board to officially appoint Fire Chief McMahon as our Emergency Management Director.

Sel. Sawyer MOTIONED to APPROVE the Appointment of Fire Chief McMahon as our Emergency Management Director, SECONDED by Sel. Barnes. VOTE: 5-0-0

3. Terry Diadone, 17 & 19 L Street

a Permission under paragraph 11.c. of the Leased Land Lease

TM Sullivan gave an overview noting the planning board process and that a portion of the property is leased land. He noted the proposed permanence of some of the Covid outdoor dining items and the front of the property changing use.

Mr. Diadone noted the town manager summed up the request. TM Sullivan noted the board needs to authorize the project to move forward and highlighted the stage issue.

Sel. Barnes asked if he is in the correct zoning for all this and the answer was yes.

Sel. Rage MOTIONED to GRANT the requested permission under paragraph 11.c. of the Leased Land Lease with respect to leased land changes, SECONDED by Sel. Barnes. VOTE: 5-0-0

4. Selectman Barnes & et al.

a Petition request for special meeting

Present is Kimberly Westcott, 491 Winnacunnet Road, and Sel. Barnes.

Sel. Barnes noted she is working with the Marigold Coffee Club, a statewide organization.

There was general discussion on if this is a request for a special town meeting. Chairman Bridle read the petition regarding a special town election to remove voting machines. Sel. Barnes further explained, and then she discussed Accuvoting that the town uses and that the software is very old. She read a statement from LHS that the software runs on Windows XP, and read a statement from the Concord Monitor, regarding the age of the machines. She discussed the state law of paper ballots. She discussed a right to know law request and information from the town regarding the machines used. She discussed the numbers of the last vote in Hampton, discussing overvotes and undervotes and noted peoples votes not counted. She asked, when was the last time there was an audit on the machines.

The group played a video sent from Melissa Sisson, a Hampton resident. The video discussed the probability of hacking voting machines. Sel. Barnes discussed the audit in Windham and played a clip from a public hearing held there.

Note: Draft minutes are subject to corrections, additions, and deletions.

Sel. Barnes discussed there is some Hampton public support for going back to paper ballots and hand counting. She discussed the town clerk getting more help and discussed more transparencies. She reiterated the request for a special election. She discussed elections becoming more of a community event. She reiterated the vote counts from the last election. Ms. Westcott noted many people in accord not wanting to use the machines. Sel. Barnes discussed the RSA that the machines were adopted on a trial basis.

Sel. Sawyer asked for further explanation of the 17%. Sel. Barnes noted the 91-A request that got the tapes from the seven machines in Hampton. She noted overvotes and undervotes and Sel. Sawyer asked what that meant. The founder of Marigold explained an overvote and an undervote and how those votes were not counted.

Chairman Bridle discussed, that in order to hold a special meeting, you need 5% of the number of registered voters in town. He explained to process to put it on as a petition warrant article. TM Sullivan reiterated the petition process and the 25 valid names needed.

VII. Town Manager's Report

1. A reminder of the ten-digit dialing that goes into effect October 24th.
2. TM Sullivan gave an update on active Covid cases in the state and in Hampton.
3. It is the time of year for people to submit any private petition articles for consideration, with a deadline of January 7th.
4. Trick or Treat will be Sunday, October 31st, from 5:30 to 8:00.
5. The NHMA is seeking directive from the board on who is able to seek legal opinions.

Sel. Waddell MOTIONED to GRANT the Chairs of Committees and Town Staff the authority to request legal opinion form NHMA, SECONDED by Sel. Rage. VOTE: 5-0-0

6. Mr. Tinker has supplied more information on the revaluation, and we recommend a date for him to come in and speak to the new ratios.

Consensus was agreement to invite Mr. Tinker.

VIII. Old Business

Sel. Barnes noted she is being told that the law states the petition should be 5% or 25 registered voters, whichever is lower. TM Sullivan disagreed and noted they could get town council to verify. They discussed. Consensus was to submit to the clerk's office.

A question from the audience was asked about inhabitants as opposed to registered voters. TM Sullivan offered they should submit the document and the Town Clerk's office will seek out what legal counsel they need.

Sel. Barnes discussed the difference between resident and inhabitant and what state law allows.

IX. New Business

1. Signing of MS 535

Dir. Pulliam discussed that the audit is complete with the MS 535 needing to be signed to submit to DRA.

Sel. Waddell MOTIONED to APPROVE the signing of MS 535, SECONDED by Sel. Sawyer.

Sel. Barnes asked, is this what was actually spent for 2020 and the answer was yes. She noted we were underspent by \$1.6 million. VOTE: 5-0-0

Note: Draft minutes are subject to corrections, additions, and deletions.

2. Estherbrook Way request for solid waste collection

TM Sullivan explained the new development requesting service, and it has been approved by DPW with a stipulation.

Chairman Bridle MOTIONED to APPROVE the Estherbrook Way request for the Town of Hampton to provide trash and recycling collection services and other associated collections, such as Christmas trees and leaves etc., on Estherbrook Way, prior to final acceptance of the roadway by the Town of Hampton, as all the lots have been sold and the final layer of pavement has been placed, and in doing so, the Town of Hampton and its duly appointed agents and employees shall be held harmless against any action for personal injury or property damaged sustained by granting this approval, SECONDED by Sel. Rage. VOTE: 5-0-0

Sel. Barnes asked TM Sullivan about renovations at Tuck. He stated there is nothing to report yet, but the goal is a proposal for a warrant article. She noted that at the September 27th meeting they talked with Dir. Hale about the bridge project and asked about including the Sun Valley sewer line. TM Sullivan noted they are still working on that.

Dir. Pulliam mentioned discussion about the bond sale. She discussed there is a sale in January, with the rates very attractive. She discussed one of our bonds eligible for refinance could save us approximately \$38,000.00. She asked if the board was interested in pursuing, noting it does make sense.

Sel. Waddell MOTIONED to APPROVE the pursuit of the refinance of the bond for the January sale, SECONDED by Sel. Barnes. Vote: 5-0-0

X. Closing Comments - None

XI. Adjournment

Sel. Waddell, at 20:54 MOTIONED to adjourn, SECONDED by Sel. VOTE: 5-0-0

Sel. Barnes asked about her presentation earlier and if it is the boards pleasure to not do anything with it. Discussion was it needs to go to the clerk and is not the power of this board.

Sel. Waddell, at 20:54 MOTIONED to adjourn, SECONDED by Sel. Sawyer: VOTE: 5-0-0

Russell Bridle, Chairman

Town of Hampton



Board of Selectmen Amended Agenda October 18, 2021

6:30 p.m. Non-public session

7:00 p.m. Board of Selectmen's Room

SALUTE TO THE FLAG

- I. RSA 231:59-a Emergency Lanes
 1. Ballard Street Petition
- II. Public Comment [Time limitation of three (3) minutes]
- III. Announcements and Community Calendar
- IV. Approval of Minutes
 1. September 27, 2021
 2. October 4, 2021
- V. Consent Agenda
 1. Cemetery Deeds: Priscilla B. Fanning 33/I-1/2/1+3 RD12, Lynne Smith 27/I-1/1/3 RD12
 2. The Big Bad LLC Food Truck permission to operate at Hampton Academy's "THINK" event
 3. Surplus Declaration of Fire Department Vehicles 2008 F-150 and 2011 Crown Victoria
- VI. Appointments
 1. Chief Hobbs & Deputy Chief Reno
 - a Police Department Budget Review
 2. Chief McMahon & Deputy Chief Paine
 - a Fire Department Budget Review
 3. Terry Diadone, 17 & 19 L Street
 - a Permission under paragraph 11.c. of the Leased Land Lease
 4. Selectman Barnes & et al.
 - a Petition request for special meeting
- VII. Town Manager's Report
- VIII. Old Business
- IX. New Business
 1. Signing of MS 535
 2. Estherbrook Way request for solid waste collection
- X. Closing Comments
- XI. Adjournment

Town of Hampton



Board of Selectmen Agenda October 18, 2021

7:00 p.m. Board of Selectmen's Room

SALUTE TO THE FLAG

- I. RSA 231:59-a Emergency Lanes
 1. Ballard Street Petition
- II. Public Comment [Time limitation of three (3) minutes]
- III. Announcements and Community Calendar
- IV. Approval of Minutes
 1. September 27, 2021
 2. October 4, 2021
- V. Consent Agenda
 1. Cemetery Deeds: Priscilla B. Fanning 33/I-1/2/1+3 RD12, Lynne Smith 27/I-1/1/3 RD12
 2. The Big Bad LLC Food Truck permission to operate at Hampton Academy's "THINK" event
 3. Surplus Declaration of Fire Department Vehicles 2008 F-150 and 2011 Crown Victoria
- VI. Appointments
 1. Chief Hobbs & Deputy Chief Reno
 - a. Police Department Budget Review
 2. Chief McMahon & Deputy Chief Paine
 - a. Fire Department Budget Review
 3. Terry Diadone, 17 & 19 L Street
 - a. Permission under paragraph 11.c. of the Leased Land Lease
 4. Selectman Barnes & et al.
 - a. Petition request for special meeting
- VII. Town Manager's Report
- VIII. Old Business
- IX. New Business
 1. Signing of MS 535
 2. Estherbrook Way request for solid waste collection
- X. Closing Comments
- XI. Adjournment

Town of Hampton

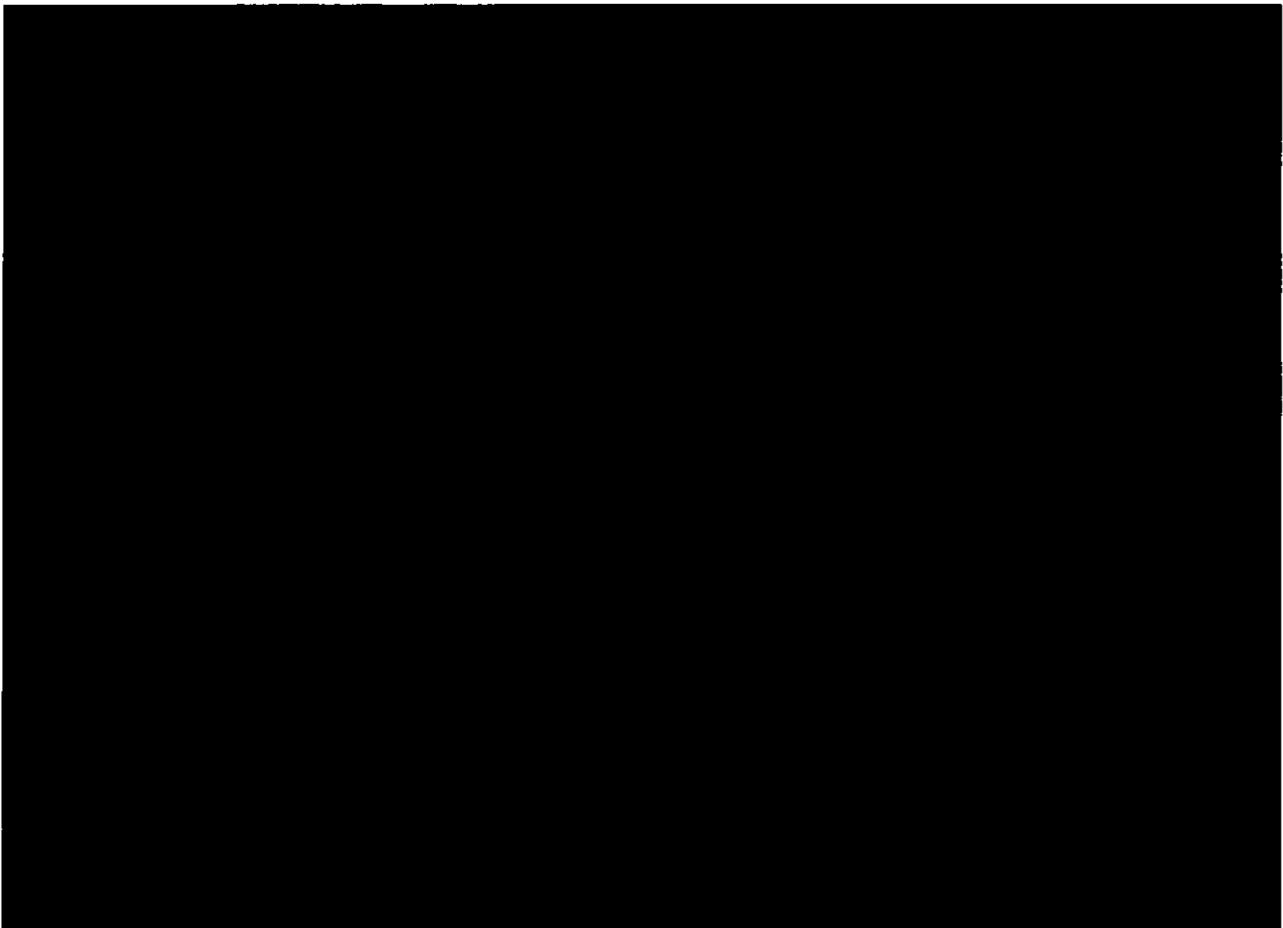


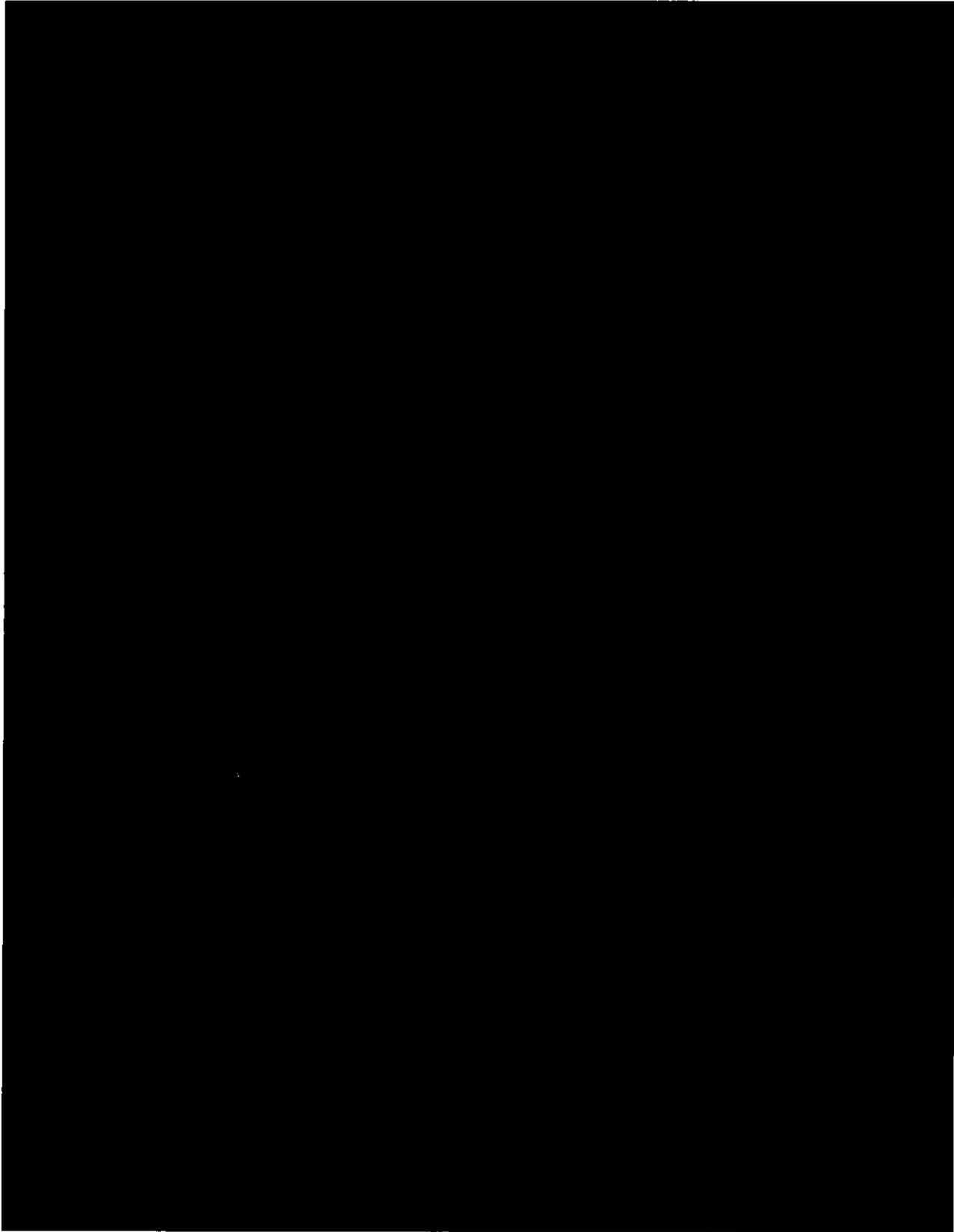
October 18, 2021

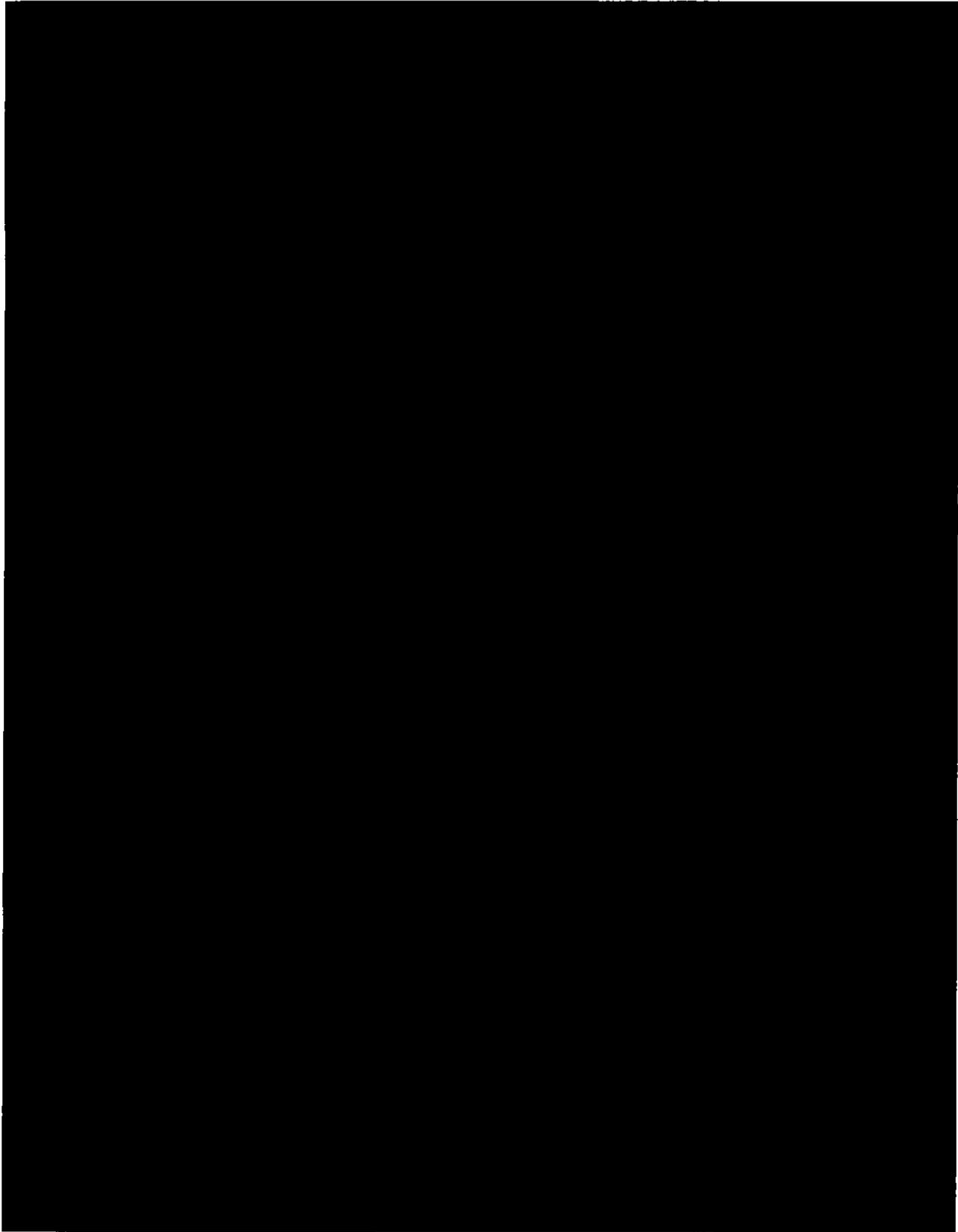
6:30 p.m. Non-public session

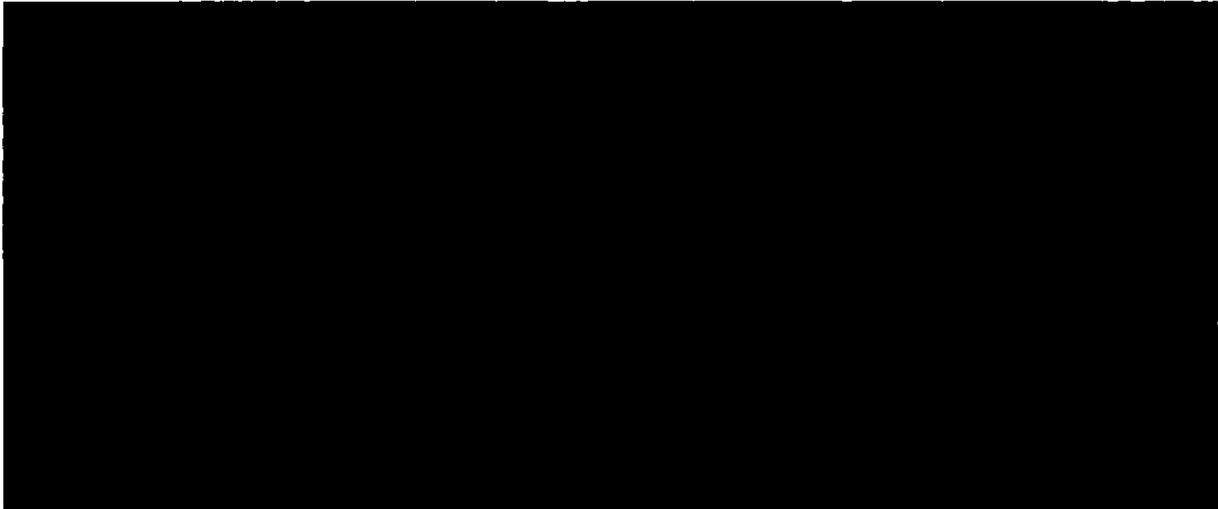
PRESENT: Russell Bridle, Chairman
Charles Rage, Vice-chairman
Regina Barnes, Selectman
James Waddell, Selectman
Richard Sawyer, Selectman

Jamie Sullivan, Town Manager
Mark Gearreald, Town Attorney
Justin Richardson, Attorney for North Hampton



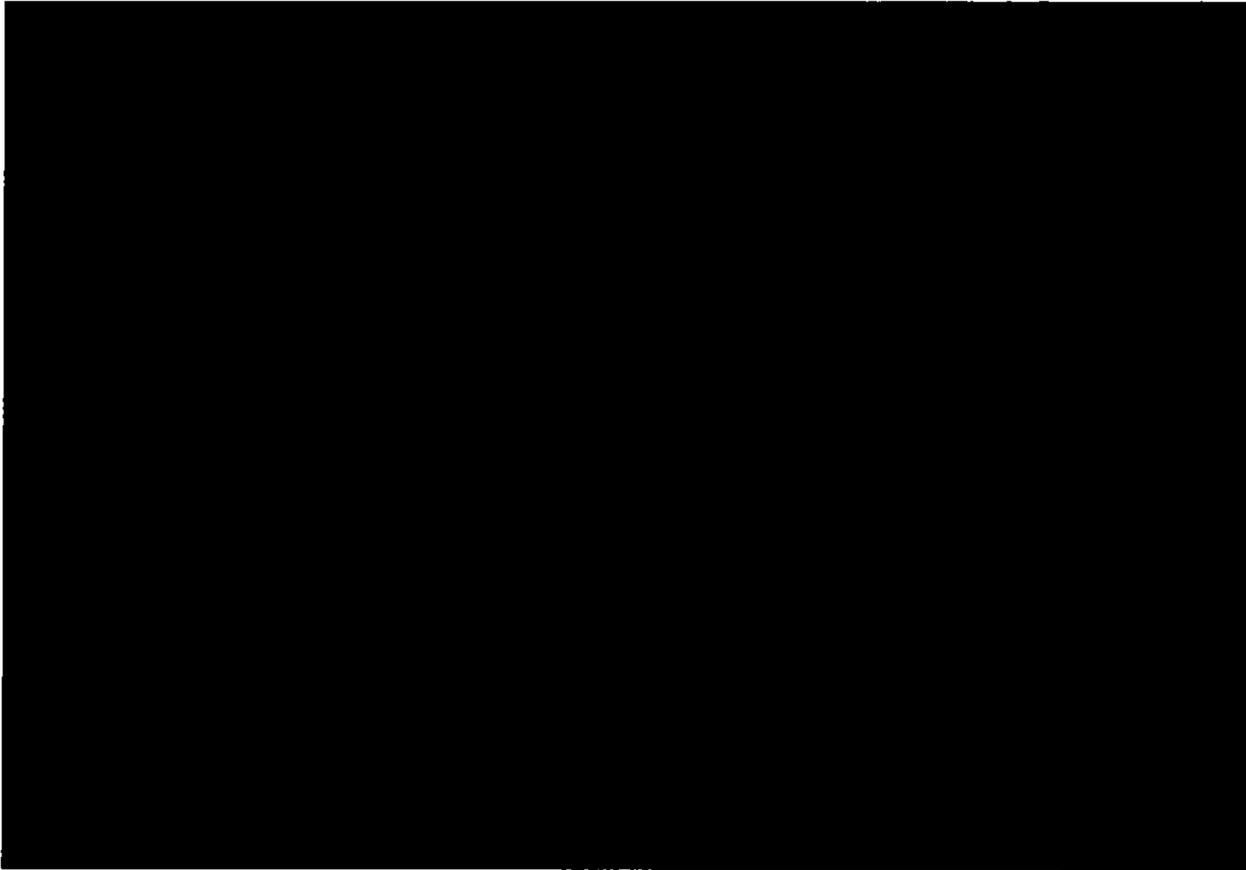


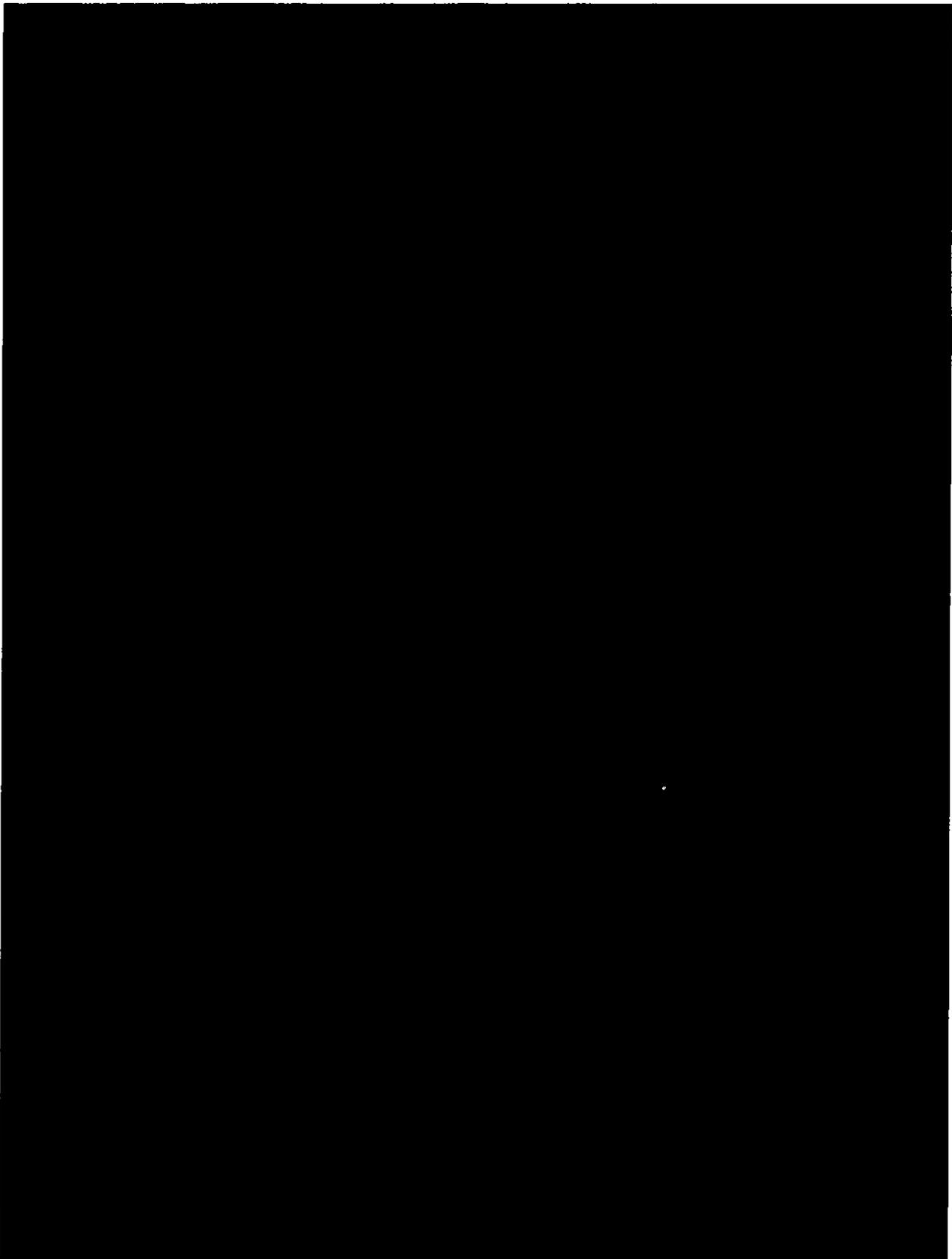


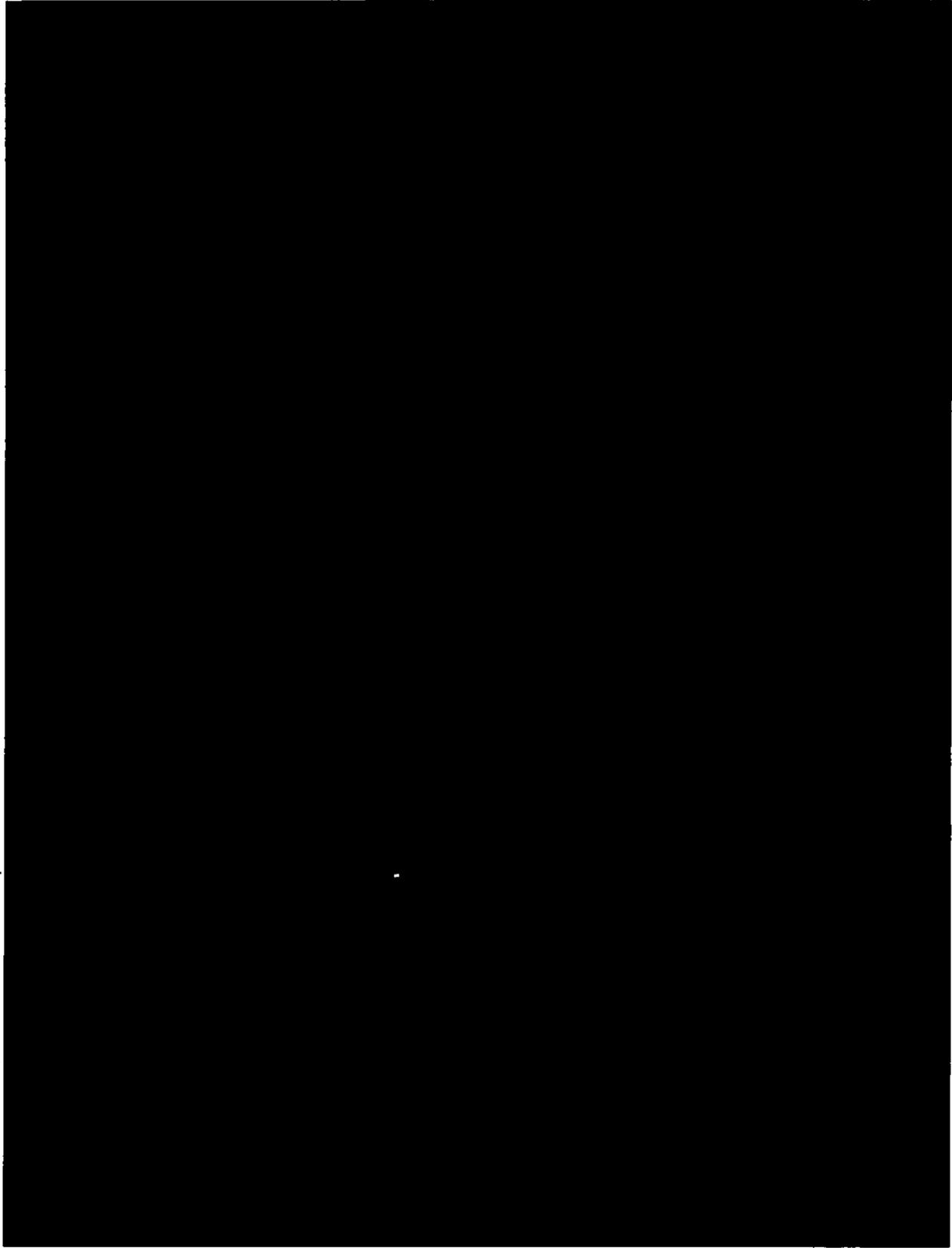


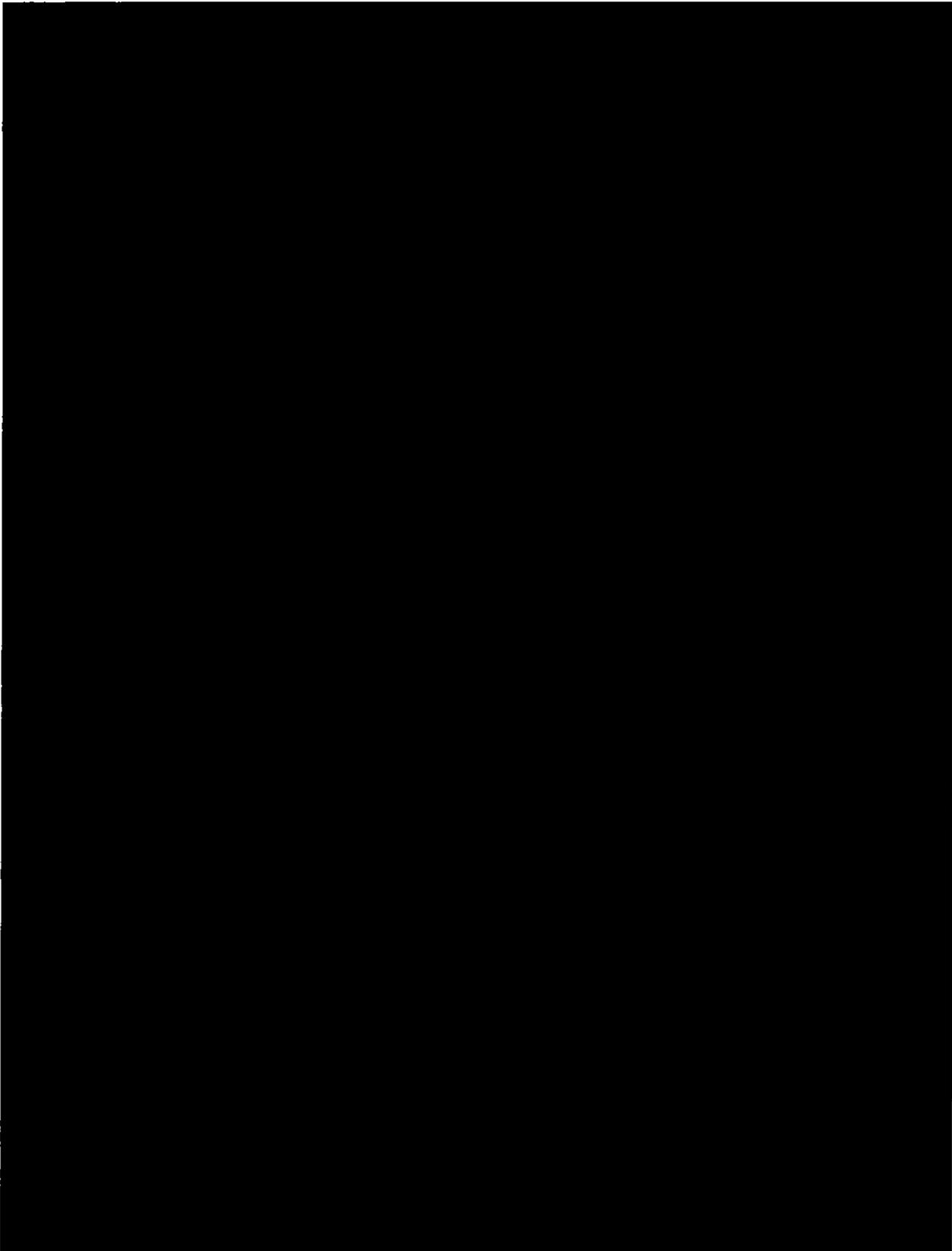
Chief Hobbs discussed the pre-disaster mitigation grant, noting the town has received \$9,999.75. He noted the board had the grant agreement.

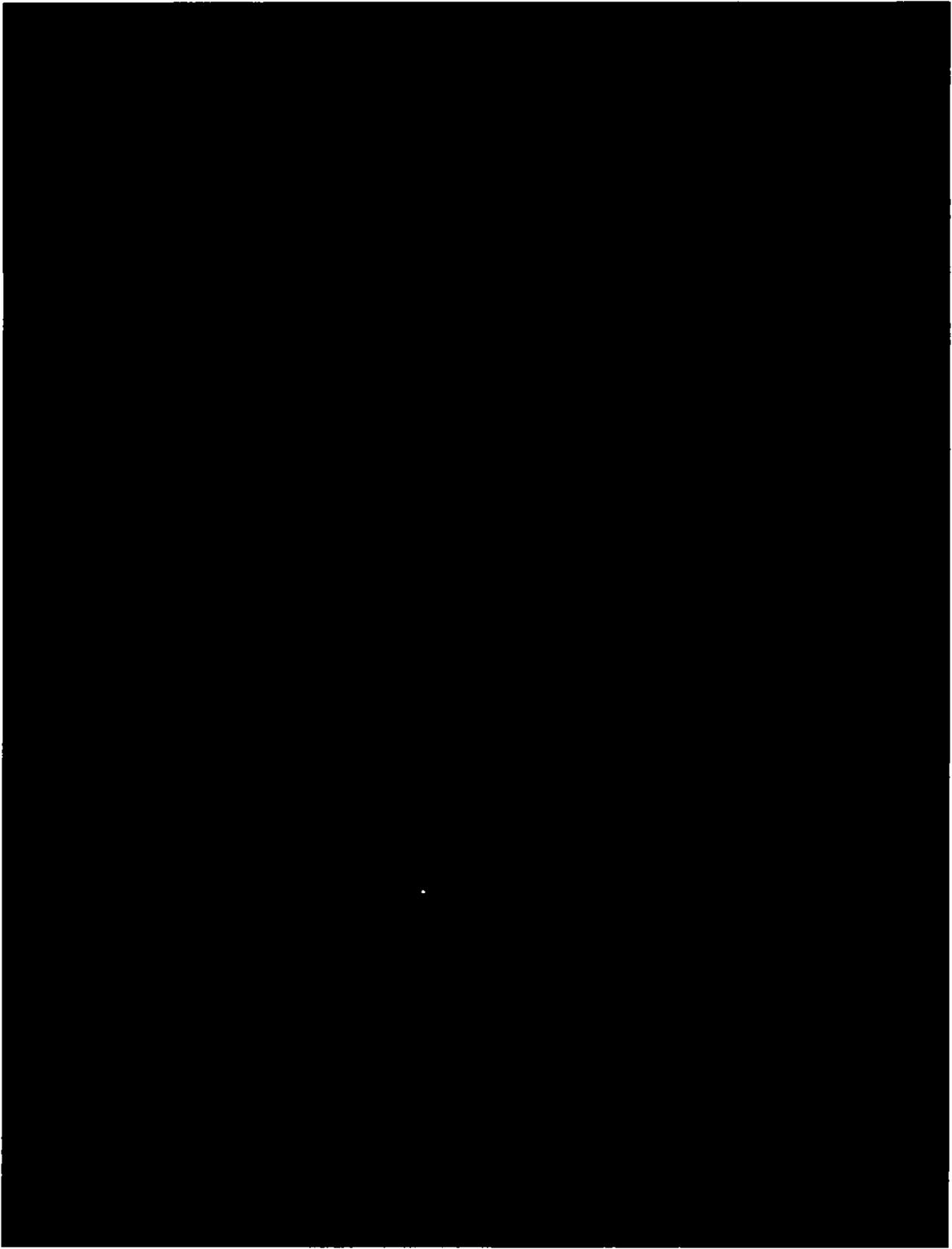
Sel. Waddell MOTIONED to APPROVE and accept the terms of the Pre-Disaster Mitigation grant program as presented in the amount of \$9,999.75 to update the community's local hazard mitigation plan. Furthermore, the Board acknowledges that the total cost of this project will be \$13,333.00, in which the town will be responsible for a 25% match (\$3,333.25), SECONDED by Sel. Sawyer. Vote: 5-0-0

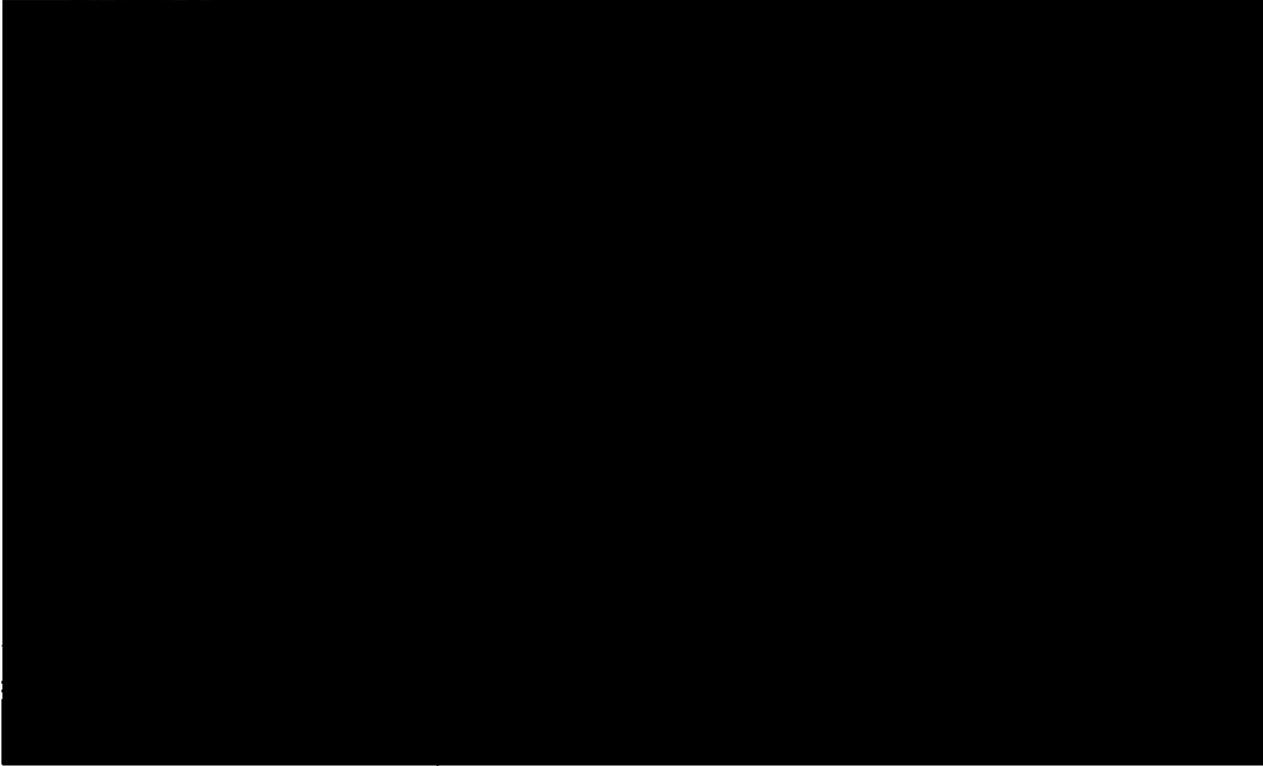












X. Closing Comments - None

XI. Adjournment

Sel. Barnes asked about her presentation earlier and if it is the Boards pleasure to not do anything with it. Discussion was it needs to go to the Town Clerk and is not the power of this Board.

Sel. Waddell, at 20:54 MOTIONED to adjourn, SECONDED by Sel. Sawyer. VOTE: 5-0-0



Russell Bridle, Chairman



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: Primex3 Members as per attached Schedule of Members Property & Liability Program		Member Number:		Company Affording Coverage: NH Public Risk Management Exchange - Primex ³ Bow Brook Place 46 Donovan Street Concord, NH 03301-2624	
Type of Coverage		Effective Date (mm/dd/yyyy)	Expiration Date (mm/dd/yyyy)	Limits - NH Statutory Limits May Apply, If Not:	
<input checked="" type="checkbox"/>	General Liability (Occurrence Form) Professional Liability (describe) <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence	7/1/2021	7/1/2022	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: <input type="checkbox"/> 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 Payee	Primex³ - NH Public Risk Management Exchange
NH Dept of Safety 33 Hazen Dr. Concord, NH 03301			By: <i>Mary Beth Purcell</i>
			Date: 7/12/2021 mpurcell@nhprimex.org
			Please direct inquires to: Primex³ Claims/Coverage Services 603-225-2841 phone 603-228-3833 fax

Stratham School District	821
Strong Foundations Charter School	1213
Sullivan County	606
Sullivan School District	964
Sunapee School District	955
Surry School District	965
Swains Lake Village District	552
Tamworth School District	836
Thornton School District	758
Tilton Northfield Fire	567
Timberlane Regional School District	775
Town of Albany	101
Town of Alexandria	102
Town of Alstead	104
Town of Amherst	106
Town of Andover	107
Town of Antrim	108
Town of Auburn	111
Town of Barnstead	112
Town of Barrington	113
Town of Bartlett	114
Town of Bath	115
Town of Belmont	117
Town of Bennington	118
Town of Benton	121
Town of Bow	123
Town of Bradford	124
Town of Brookfield	128
Town of Campton	130
Town of Canaan	131
Town of Carroll	134
Town of Charlestown	136
Town of Chatham	137
Town of Chester	138
Town of Clarksville	142
Town of Colebrook	143
Town of Columbia	144
Town of Cornish	147
Town of Dalton	149
Town of Danbury	150
Town of Deering	153
Town of Derry	154
Town of Dorchester	155
Town of Durham	160
Town of Eaton	163
Town of Enfield	166
Town of Epping	167
Town of Errol	169
Town of Farmington	171
Town of Fitzwilliam	172
Town of Gilsum	180
Town of Gorham	182
Town of Goshen	183
Town of Grafton	184
Town of Grantham	185
Town of Greenland	187
Town of Groton	189
Town of Hampstead	190
<u>Town of Hampton</u>	<u>191</u>
Town of Hancock	193
Town of Hanover	194
Town of Harrisville	195
Town of Haverhill	196
Town of Hebron	197



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: Primex3 Members as per attached Schedule of Members Workers' Compensation Program		Member Number:		Company Affording Coverage: NH Public Risk Management Exchange - Primex ³ 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) <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence			Each Occurrence			
			General Aggregate			
			Fire Damage (Any one fire)			
			Med Exp (Any one person)			
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	7/1/2021	7/1/2022	<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)			
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: <i>Mary Beth Purcell</i>
			Date: 7/12/2021 mpurcell@nhprimex.org
			Please direct inquires to: Primex³ Claims/Coverage Services 603-225-2841 phone 603-228-3833 fax

SAU 39 Office	808
SAU 41 Office	835
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
South Main Street Water District	469
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
<u>Town of Hampton</u>	<u>191</u>
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

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



FEMA

August 3, 2020

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

Re: FY 2019 Pre-Disaster Mitigation Grant Program
Catalog of Federal Domestic Assistance No. 97.047
Award No. EMB-2020-PC-0005

Dear Director Harper:

The Federal Emergency Management Agency ("FEMA") has approved the New Hampshire Department of Safety, Homeland Security and Emergency Management's ("HSEM") application for financial assistance under the FY 2019 Pre-Disaster Mitigation Grant Program in the amount of \$431,794.90. As a condition of the federal award, HSEM is required to contribute a nonfederal cost-share in the amount of \$143,931.64, or 25% of the total approved project cost of \$575,726.54. This award, numbered EMB-2020-PC-0005, currently includes the following approved projects as further detailed in the grant agreement articles:

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)
- Records of Environmental Consideration (attached to this award letter)
- FY 2019 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,

Paul F. Ford
Deputy Regional Administrator
FEMA Region I

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

Enclosures