



State of New Hampshire

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

EDDIE EDWARDS
 ASSISTANT COMMISSIONER

STEVEN R. LAVOIE
 ASSISTANT COMMISSIONER

ROBERT L. QUINN
 COMMISSIONER

May 31, 2023

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

REQUESTED ACTION

Authorize the Department of Safety, Division of Homeland Security and Emergency Management (HSEM) requests authorization to Retroactively enter into grant agreements with the communities shown in the below table, in the amount of \$16,150.00 to update the communities' Local Emergency Operations Plan (LEOP). Effective upon Governor and Council approval from August 9, 2022, through August 31, 2024. 100% Federal Funds.

02-23-23-236010-80920000 - Dept. of Safety - Homeland Sec-Emer Mgmt. - EMPG
 072-500574 Grants to Local Gov't - Federal
 Activity Code: 23EMPG 2021

<u>Grantee</u>	<u>Vendor Code</u>	<u>Approved Date</u>	<u>Amount</u>
Town of Newport	177450-B001	March 6, 2023	\$4,150.00
Town of Greenfield	177226-B002	September 12, 2022	\$4,000.00
Town of New Boston	177444-B001	August 9, 2022	\$4,000.00
Town of Boscawen	159833-B001	January 30, 2023	\$4,000.00
		Total	\$16,150.00

EXPLANATION

These grants are Retroactive because they were originally approved between August 9, 2022 and March 6, 2023, by the Safety Business Office. Governor and Council approval is being sought because the amount of the previous payments by the Department of Safety to the communities above, plus the amount of these grants yield a cumulative amount that is over the Governor & Council approval threshold.

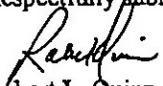
The purpose of these grants is for the communities to update their Local Emergency Operations Plan (LEOP). The grants listed above are funded from the FFY 2021 Emergency Management Performance Grant (EMPG), which was awarded to the Department of Safety, Division of Homeland Security and Emergency Management (HSEM) from the Federal Emergency Management Agency (FEMA). The grant funds are to be used to measurably improve all-hazard planning and preparedness capabilities/activities, to include mitigation, preparedness, response, and recovery initiatives at the state and local level. Grant guidance and applications are available to all Emergency Management Directors and other qualified organizations in the State. Subrecipients submit applications to this office, which are reviewed by the HSEM EMPG Program Manager, EMPG Program Coordinator, and Field Representatives and approved by the HSEM Director. The criteria for approval are based on grant eligibility in accordance with the grant's current guidance and the documented needs of the local jurisdictions.

The Emergency Management Performance Grants are 50% federally funded by FEMA with a 50% match requirement supplied by the subrecipient. The subrecipient acknowledges their match obligation as part of Exhibits B and C to their grant agreement.

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
May 31, 2023
Page 2 of 2

In the event that Federal Funds are no longer available, General Funds and/or Highway Funds will not be requested to support this program.

Respectfully submitted,


Robert L. Quinn
Commissioner of Safety



Robert L. Quinn
Commissioner

State of New Hampshire

DEPARTMENT OF SAFETY
Division of Homeland Security
and Emergency Management
www.nh.gov/hsem



Robert M. Buxton
Director

February 14, 2023.

Approved
03/06/2023

Director Steven R. Lavoie
New Hampshire Department of Safety
Division of Administration
33 Hazen Drive
Concord, NH 03305

REQUESTED ACTION

Authorize the Department of Safety, Division of Homeland Security and Emergency Management (HSEM) to enter into a grant agreement with the Town of Newport (VC#177450-B001); 15 Sunapee Street, Newport, NH, 03773, for a total amount of \$4,150.00 to update the community's Local Emergency Operations Plan (LEOP). Effective upon the Safety Business Office approval through August 31, 2024. 100% Federal Funds.

02-23-23-236010-80920000	Dept. of Safety	Homeland Sec-Emer Mgmt EMPG	<u>SFY 2023</u>
072-500574	Grants to Local Gov't - Federal		\$4,150.00
Activity Code: 23EMPG 2021			

EXPLANATION

The purpose of this grant is for the Town of Newport to update their Local Emergency Operations Plan (LEOP). The grant listed above is funded from the FFY, 2021 Emergency Management Performance Grant (EMPG), which was awarded to the Department of Safety, Division of Homeland Security and Emergency Management (HSEM) from the Federal Emergency Management Agency (FEMA). The grant funds are to be used to measurably improve all-hazard planning and preparedness capabilities/activities, to include mitigation, preparedness, response, and recovery initiatives at the state and local level. Grant guidance and applications are available to all Emergency Management Directors and other qualified organizations in the State. Subrecipients submit applications to this office, which are reviewed by the HSEM EMPG Program Manager, EMPG Program Coordinator, and Field Representatives and approved by the HSEM Director. The criteria for approval are based on grant eligibility in accordance with the grant's current guidance and the documented needs of the local jurisdictions.

The Emergency Management Performance Grants are 50% federally funded by FEMA with a 50% match requirement supplied by the subrecipient. The subrecipient acknowledges their match obligation as part of Exhibits B and C to their grant agreement.

In the event that Federal Funds are no longer available, General Funds and/or Highway Funds will not be requested to support this program.

Respectfully submitted,

Sheila M. Dupere
EMPG Program Coordinator

GRANT AGREEMENT

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

1. IDENTIFICATION AND DEFINITIONS

1.1. State Agency Name NH Department of Safety, Homeland Security and Emergency Management		1.2. State Agency Address 33 Hazen Drive Concord, NH 03305	
1.3. Subrecipient Name Town of Newport (VC#177450-B001)		1.4. Subrecipient Address 15 Sunapee Street, Newport NH, 03773	
1.5. Subrecipient Tel. # (603) 863-1360	1.6. Account Number AU #80920000	1.7. Completion Date August 31, 2024	1.8. Grant Limitation \$4,150.00
1.9. Grant Officer for State Agency Sheila Dupere, EMPG Program Coordinator		1.10. State Agency Telephone Number (603) 223-3606	
"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 <i>Hunter F. Rieseberg</i>		1.12. Name & Title of Subrecipient Signor 1 Hunter F. Rieseberg, Town Manager	
Subrecipient Signature 2		Name & Title of Subrecipient Signor 2	
Subrecipient Signature 3		Name & Title of Subrecipient Signor 3	
1.13. State Agency Signature(s) By: <i>Steven R. Lavoie</i>		1.14. Name & Title of State Agency Signor(s) On: 3/6/23 Steven R. Lavoie, Director of Administration	
1.15. Approval by the N.H. Department of Administration, Division of Personnel (if applicable)			
By:		Director, On: / /	
1.16. Approval by Attorney General (Form, Substance and Execution) (if G & C approval required)			
By:		Assistant Attorney General, On: / /	
1.17. Approval by Governor and Council (if applicable)			
By:		On: / /	

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

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

Subrecipient Initials: 1.) HJR 2.) _____

3.) _____ Date: 2-7-23

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.

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

Subrecipient Initials: 1.) KFR 2.) _____

3.) _____ Date: 2-07-2023

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 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.

Subrecipient Initials: 1.) HR 2.) _____

3.) _____ Date: 2-07-2023

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 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

Subrecipient Initials: 1.) HR 2.) _____

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.

3.) _____ Date: 2-07-2023

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.) WJR 2.) _____ 3.) _____

Date: 2-07-2023

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 Newport (hereinafter referred to as "the Subrecipient") \$4,150.00 to update the community's Local Emergency Operations Plan (LEOP).
2. "The Subrecipient" agrees that the project grant period ends August 31, 2024 and that a final performance and expenditure report will be sent to "the State" by September 29, 2024.
3. "The Subrecipient" agrees to comply with all applicable federal and state laws, rules, regulations, and requirements.
4. "The Subrecipient" shall maintain financial records, supporting documents, and all other pertinent records for a period of three (3) years from the grant period end date. In these records, "the Grantee" shall maintain documentation of the 50% cost share required by this grant.

Subrecipient Initials: 1.) JFR 2.) _____ 3.) _____

Date: 2-07-2023

EXHIBIT C

Grant Amount and Payment Schedule

1. GRANT AMOUNT

	Applicant	Grant	
	Share	(Federal Funds)	Cost Totals
Project Cost	\$4,150.00	\$4,150.00	\$8,300.00
Project Cost is 50% Federal Funds, 50% Applicant Share			
Awarding Agency: Federal Emergency Management Agency (FEMA)			
Award Title & #: Emergency Management Performance Grant (EMPG) EMB-2021-EP-00011			
Catalog of Federal Domestic Assistance (CFDA) Number: 97.042 (EMPG)			
Applicant's Unique Entity ID (UEI): EVGLGG61N5			

2. PAYMENT SCHEDULE

- a. "The Subrecipient" agrees the total payment by "the State" under this grant agreement shall be up to \$4,150.00.
- 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 \$4,150.00 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 State Approval, allowable match may be incurred for this project from the start of the federal period of performance of this grant, October 1, 2020, to the identified completion date (block 1.7).

Subrecipient Initials: 1.) HR 2.) _____ 3.) _____

Date: 2-07-2023

TOWN OF NEWPORT, NEW HAMPSHIRE

Board of Selectmen Minutes of February 6, 2023

Regular Business Meeting, Municipal Building, 15 Sunapee Street, Newport, NH 03773

Remote Access: Zoom.com - Meeting ID: 829 5291 9637 Passcode: 900805

+1 (253) 215-8782 US (audio only, long-distance fees may apply)

SELECTMEN PRESENT: Jeffrey Kessler, Chairman; Herbert Tello, Jr.; James Burroughs, Keith Sayer, Barry Connell, Vice Chairman

SELECTMEN ABSENT: none

STAFF PRESENT: *BOS Room:* Hunter F. Rieseberg, Town Manager; Steven Yannuzzi, Fire Chief; Paul Brown, Finance Director; Interim Police Chief Stephen A. Lee; Newport Police Officers: Paul Beaudet, Kristal Rowe, Charles McLeman, IV; Dakota Titorenko, Donnie Spencer, Thomas Anderson

COMMUNITY MEMBERS PRESENT: *BOS Room:* Griffin Lee, Elliot Lee, Steve Burkhamer, Cindy Warmington, Executive Councilor for District 2; Kristen LaRocque, Barry Hunter, Christy Whipple, Christine Hunter, Cory Whipple, Brent Wilmot, Margaret Coulter, Executive Director, Road to Independence; Kathryn Baird, and Bert Spaulding, Sr

NCTV: John Lunn, NCTV

CALL TO ORDER: Chairman Kessler called the meeting of the BOS to order at 6:32 p.m. followed by the Pledge of Allegiance (For full meeting, go to: www.nctv-nh.org)

EXECUTIVE COUNCILOR CINDY WARMINGTON - Chairman Kessler introduced Newport's new Executive Councilor, Cindy Warmington. Ms. Warmington addressed the public in attendance and said that Newport is in a new district, District Two. She explained the territory that it covers and her position. She has recently been visiting each town to find out their concerns and how she will be able to serve them better when in Executive Council meetings in Concord. Meeting with Town Manager Rieseberg and Chairman Kessler she had learned about things important to Newport. Concluding, she explained the role that she played in assisting towns as well as individuals in navigating various state agencies.

CEREMONIAL SWEARING IN OF NEW POLICE CHIEF STEPHEN A. LEE: Town Manager Rieseberg addressed the Selectboard and stated that upon Barry Hunter's resignation Police Chief, Town Manager Rieseberg said that he appreciated Mr. Hunter's assistance and dedication to the Town of Newport during their transition time and publicly thanked him on behalf of the Town. Stephen "Alex" Lee of the Department has stepped forward to take over the position of Interim Police Chief. The Town was holding the formal swearing in of Interim Police Chief Stephen A. Lee at the February 6, 2023 meeting. Town Manager Rieseberg addressed Police Chief Stephen A. Lee and read aloud a statement appointing him as Police Chief of the Newport Police Department. After swearing in Police Chief Lee; Elliot Lee came forward to pin on his badge. The Selectboard congratulated Police Chief Lee.

Selectman Connell arrived at the meeting at 6:45.

Officer Paul Beaudet, President of the Newport Police Union (NEPBA Local 221) then addressed Mr. Barry Hunter and on behalf of the association thanked him for his leadership, friendship and support over the last six months. On behalf of the Police Union and the entire Police Department, Officer Beaudet presented Mr. Hunter with a custom engraved Ruger firearm (same as Police Department issue). Mr. Hunter thanked the past and present Newport officers in attendance for the gift. He thanked the officers for their support while he worked in Newport. The Board again thanked Mr. Hunter for his service to Newport and thanked the officers for attending the meeting.

responding to the 91-A request. He told the Board the city of Claremont had paid a lot (he thought \$200,000) responding to 91-A requests. Mr. Spaulding, Sr. and Town Manager Rieseberg discussed the requested information and its availability, how much the Town has spent on the county dispute and the Health Center dispute. Mr. Spaulding, Sr. gave his opinion on the tax abatement for the "Ruger Mill". Chairman Kessler gave information on the Health Center dispute.

COMMUNICATIONS: Selectman Sayer had nothing to share at this time. Selectman Burroughs had nothing to share at this time. Selectman Tellor had nothing to share at this time. Selectman Connell had nothing to share at this time. Chairman Kessler stated that this week is Newport's 107th Winter Carnival. The torch will be lit on the small common on Wednesday night. Contact the Rec Center or look online for a list of events. Town Manager Rieseberg had nothing to share at this time.

INFORMATIONAL: Community Center Update: Chairman Kessler said that the Town is working with Breadloaf to finalize a material list and finalize information for a bid package. The Town will have that by the end of the month; send it out to see what companies will bid on it. There are concerns about the cash flow for the project. Town Manager Rieseberg and Chairman Kessler spoke to Executive Councilor Cindy Warrington about the state Community Center money (GOFERR money). It was applied for last Friday through the Community Development Finance Authority (and the Town will have state money by June. Federal money (\$4.785 million) will be awarded and Newport will be given a promissory note. After the bids and proposed match money from state, federal and local (three million dollars) sources are compared the Town will make the decision to go ahead with the project this construction season.

ACTION ITEMS: Appointment of Health Officer-Fire Chief Steven Yannuzzi - After a brief discussion among the Board, Selectman Burroughs made a motion to appoint Steven Yannuzzi Health Officer for the Town of Newport. It was seconded by Selectman Connell. The motion passed 5-0-0. The Selectboard congratulated Chief Yannuzzi on his appointment.

Acceptance of Terms of the Emergency Management Performance Grant and Authorize the Town Manager to sign all documents related to the grant. After a general discussion and explanation of the grant by Fire Chief Yannuzzi, Selectman Burroughs made the motion: *The Selectboard, in a majority vote, accepted the terms of the Emergency Management Performance Grant as presented in the amount of \$4,150 for _____.* Furthermore, the Board acknowledges that the total cost of this project will be \$8,300, in which the Town will be responsible for a 50% match (\$4,150). Town Manager Hunter F. Rieseberg is authorized to sign any and all documents related to the grant. It was seconded by Selectman Connell. Chairman Kessler called for discussion.

On a Point of Order, the recording Secretary said the motion as presented was incomplete. She directed the Board to the beginning of line three of the motion; they needed to complete the sentence. The recording secretary read aloud from line two: "in the amount of \$4,150 for _____." She requested it be completed (what was the grant for?). When Fire Chief Yannuzzi was consulted about the motion he stated it was for the update of the community's Local Emergency Operations Plan (LEOP). Chairman Kessler agreed with his statement.

The motion then read: *Selectman Burroughs made the motion: The Selectboard, in a majority vote, accepted the terms of the Emergency Management Performance Grant as presented in the amount of \$4,150 for the update of the community's Local Emergency Operations Plan (LEOP). Furthermore, the Board acknowledges that the total cost of this project will be \$8,300, in which the Town will be responsible for a 50% match (\$4150). Town Manager Hunter F. Rieseberg is authorized to sign any and all documents related to the grant.* It was seconded by Selectman Connell. *The motion passed 5-0-0.*

Chairman Kessler acknowledged Mr. Spaulding, Sr. Mr. Spaulding, Sr. asked Fire Chief Yannuzzi about the noisy generator that repeatedly interfered with the night time Board meetings. He asked if it could be



CERTIFICATE OF COVERAGE

The New Hampshire Public Risk Management Exchange (Primex³) is organized under the New Hampshire Revised Statutes Annotated, Chapter 5-B, Pooled Risk Management Programs. In accordance with those statutes, its Trust Agreement and bylaws, Primex³ is authorized to provide pooled risk management programs established for the benefit of political subdivisions in the State of New Hampshire.

Each member of Primex³ is entitled to the categories of coverage set forth below. In addition, Primex³ may extend the same coverage to non-members. However, any coverage extended to a non-member is subject to all of the terms, conditions, exclusions, amendments, rules, policies and procedures that are applicable to the members of Primex³, including but not limited to the final and binding resolution of all claims and coverage disputes before the Primex³ Board of Trustees. The Additional Covered Party's per occurrence limit shall be deemed included in the Member's per occurrence limit; and therefore shall reduce the Member's limit of liability as set forth by the Coverage Documents and Declarations. The limit shown may have been reduced by claims paid on behalf of the member. General Liability coverage is limited to Coverage A (Personal Injury Liability) and Coverage B (Property Damage Liability) only. Coverage's C (Public Officials Errors and Omissions), D (Unfair Employment Practices), E (Employee Benefit Liability) and F (Educator's Legal Liability/Claims-Made Coverage) are excluded from this provision of coverage.

The below named entity is a member in good standing of the New Hampshire Public Risk Management Exchange. The coverage provided may, however, be revised at any time by the actions of Primex³. As of the date this certificate is issued, the information set out below accurately reflects the categories of coverage established for the current coverage year.

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

Participating Member:		Member Number:	Company Affording Coverage:		
Primex ³ Members as per attached Schedule of Members Property & Liability Program			NH Public Risk Management Exchange - Primex ³ Bow Brook Place 46 Donovan Street Concord, NH 03301-2624		
X1	Type of Coverage	Effective Date (mm/dd/yyyy)	Expiration Date (mm/dd/yyyy)	Limits - NH Statutory Limits May Apply if Not	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	7/1/2022	7/1/2023	Each Occurrence	\$ 5,000,000
				General Aggregate	\$ 5,000,000
				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 type="checkbox"/>	Workers' Compensation & Employers' Liability			Statutory	
				Each Accident	
				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	Primex ³ - NH Public Risk Management Exchange
			By: <i>Mary Beth Purcell</i>
			Date: 6/28/2022 mpurcell@nhprimex.org
NH Dept of Safety 33 Hazen Dr. Concord, NH 03301			Please direct inquiries to: Primex ³ Claims/Coverage Services 603-225-2841 phone 603-228-3833 fax

Town of Greenland	187	7/1/2022
Town of Groton	189	7/1/2022
Town of Hampstead	190	7/1/2022
Town of Hampton	191	7/1/2022
Town of Hancock	193	7/1/2022
Town of Hanover	194	7/1/2022
Town of Harrisville	195	7/1/2022
Town of Haverhill	196	7/1/2022
Town of Hebron	197	7/1/2022
Town of Henniker	198	7/1/2022
Town of Hinsdale	201	7/1/2022
Town of Holderness	202	7/1/2022
Town of Hooksett	204	7/1/2022
Town of Hopkinton	205	7/1/2022
Town of Hudson	206	7/1/2022
Town of Jaffrey	208	7/1/2022
Town of Jefferson	209	7/1/2022
City of Keene	210	7/1/2022
Town of Kensington	211	7/1/2022
Town of Kingston	212	7/1/2022
City of Laconia	213	7/1/2022
Town of Lancaster	214	7/1/2022
Town of Landaff	215	7/1/2022
Town of Langdon	216	7/1/2022
City of Lebanon	217	7/1/2022
Town of Lee	218	7/1/2022
Town of Lempster	219	7/1/2022
Town of Lincoln	220	7/1/2022
Town of Lisbon	221	7/1/2022
Town of Littleton	223	7/1/2022
Town of Londonderry	224	7/1/2022
Town of Lyman	226	7/1/2022
Town of Lyme	227	7/1/2022
Town of Lyndeborough	228	7/1/2022
Town of Marlow	233	7/1/2022
Town of Mason	234	7/1/2022
Town of Merrimack	236	7/1/2022
Town of Milan	238	7/1/2022
Town of Milford	239	7/1/2022
Town of Milton	240	7/1/2022
Town of Monroe	241	7/1/2022
Town of Nelson	244	7/1/2022
Town of Newbury	247	7/1/2022
Town of New Castle	248	7/1/2022
Town of New Durham	249	7/1/2022
Town of New Hampton	251	7/1/2022
Town of New London	254	7/1/2022
Town of Newmarket	255	7/1/2022
Town of Newport	256	7/1/2022
Town of North Hampton	259	7/1/2022
Town of Northumberland	260	7/1/2022
Town of Northwood	261	7/1/2022



CERTIFICATE OF COVERAGE

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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) / Note
<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	1/1/2023	1/1/2024	<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
State of NH Dept of Safety 33 Hazen Dr. Concord, NH 03301			By: <i>Mary Eck Pirrell</i> Date: 1/5/2023 mpurcell@nhprimex.org Please direct inquires to: Primex ³ Claims/Coverage Services 603-225-2841 phone 603-228-3833 fax

Town of Nelson	244	1/1/2023
Town of New Boston	246	1/1/2023
Town of New Ipswich	253	1/1/2023
Town of Newfields	250	1/1/2023
Town of Newington	252	1/1/2023
Town of Newport	256	1/1/2023
Town of Newton	257	1/1/2023
Town of Northfield	258	1/1/2023
Town of Northumberland	260	1/1/2023
Town of Northwood	261	1/1/2023
Town of Nottingham	262	1/1/2023
Town of Orange	263	1/1/2023
Town of Orford	264	1/1/2023
Town of Ossipee	265	1/1/2023
Town of Pembroke	267	1/1/2023
Town of Pittsburg	270	1/1/2023
Town of Pittsfield	271	1/1/2023
Town of Plainfield	272	1/1/2023
Town of Plaistow	273	1/1/2023
Town of Plymouth	274	1/1/2023
Town of Raymond	277	1/1/2023
Town of Rindge	279	1/1/2023
Town of Rollinsford	281	1/1/2023
Town of Roxbury	282	1/1/2023
Town of Rumney	283	1/1/2023
Town of Rye	284	1/1/2023
Town of Salem	285	1/1/2023
Town of Salisbury	286	1/1/2023
Town of Sanbornton	287	1/1/2023
Town of Sandown	288	1/1/2023
Town of Sandwich	289	1/1/2023
Town of Seabrook	290	1/1/2023
Town of Shelburne	292	1/1/2023
Town of South Hampton	294	1/1/2023
Town of Springfield	295	1/1/2023
Town of Strafford	299	1/1/2023
Town of Stratford	300	1/1/2023
Town of Stratham	301	1/1/2023
Town of Sullivan	303	1/1/2023
Town of Sunapee	304	1/1/2023
Town of Surry	305	1/1/2023
Town of Swanzey	307	1/1/2023
Town of Tamworth	308	1/1/2023
Town of Temple	309	1/1/2023
Town of Thornton	320	1/1/2023
Town of Tilton	311	1/1/2023
Town of Troy	312	1/1/2023
Town of Tuftonboro	313	1/1/2023
Town of Unity	314	1/1/2023
Town of Wakefield	315	1/1/2023
Town of Walpole	316	1/1/2023
Town of Warner	317	1/1/2023
Town of Warren	318	1/1/2023
Town of Washington	319	1/1/2023
Town of Waterville Valley	518	1/1/2023
Town of Weare	321	1/1/2023
Town of Webster	322	1/1/2023
Town of Westmoreland	324	1/1/2023
Town of Whitefield	325	1/1/2023
Town of Wilmot	326	1/1/2023
Town of Wilton	327	1/1/2023



Robert L. Quinn
Commissioner

State of New Hampshire

DEPARTMENT OF SAFETY
Division of Homeland Security
and Emergency Management

www.nh.gov/hsem



Richard C. Bailey, Jr.
Acting Director

August 22, 2022

Director Steven R. Lavoie
New Hampshire Department of Safety
Division of Administration
33 Hazen Drive
Concord, NH 03305

Approved
9/12/2022

REQUESTED ACTION

Authorize the Department of Safety, Division of Homeland Security and Emergency Management (HSEM) to enter into a grant agreement with the Town of Greenfield (VE# 177226-B002); P.O. Box 256, Greenfield, NH 03047 to update their Local Emergency Operations Plan (LEOP) for a total amount of \$4,000.00. Effective upon the Safety Business Office approval through August 31, 2024. 100% Federal Funds.

02-23-23-236010-80920000	Dept. of Safety	Homeland Sec-Emer-Mgmt EMPG	<u>SFY 2023</u>
072-500574	Grants to Local Gov't - Federal		\$4,000.00
Activity Code: 23EMPG 2021			

EXPLANATION

The purpose of this grant is for the Town of Greenfield to update their Local Emergency Operations Plan (LEOP). The grant listed above is funded from the FFY 2021 Emergency Management Performance Grant (EMPG), which was awarded to the Department of Safety, Division of Homeland Security and Emergency Management (HSEM) from the Federal Emergency Management Agency (FEMA). The grant funds are to be used to measurably improve all-hazard planning and preparedness capabilities/activities, to include mitigation, preparedness, response, and recovery initiatives at the state and local level. Grant guidance and applications are available to all Emergency Management Directors and other qualified organizations in the State. Subrecipients submit applications to this office, which are reviewed by the HSEM EMPG Program Manager, EMPG Program Coordinator, and Field Representatives and approved by the HSEM Director. The criteria for approval are based on grant eligibility in accordance with the grant's current guidance and the documented needs of the local jurisdictions.

The Emergency Management Performance Grants are 50% federally funded by FEMA with a 50% match requirement supplied by the subrecipient. The subrecipient acknowledges their match obligation as part of Exhibits B and C to their grant agreement.

In the event that Federal Funds are no longer available, General Funds and/or Highway Funds will not be requested to support this program.

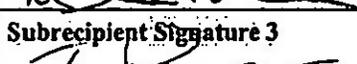
Respectfully submitted,

Sarah K. Osborne
EMPG Program Manager

GRANT AGREEMENT

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

1. IDENTIFICATION AND DEFINITIONS

1.1. State Agency Name NH Department of Safety, Homeland Security and Emergency Management		1.2. State Agency Address 33 Hazen Drive Concord, NH 03305	
1.3. Subrecipient Name Town of Greenfield (VC#177226-B002)		1.4. Subrecipient Address PO Box 256 Greenfield NH 03047	
1.5 Subrecipient Tel. # 603-547-3442	1.6. Account Number AU #80920000	1.7. Completion Date August 31, 2024	1.8. Grant Limitation \$4,000.00
1.9. Grant Officer for State Agency Olivia Barnhart, EMPG Program Manager		1.10. State Agency Telephone Number (603) 223-3639	
"By signing this form we certify that we have complied with any public meeting requirement for acceptance of this grant, including if applicable RSA 31:95-b."			
1.11. Subrecipient Signature 1 		1.12. Name & Title of Subrecipient Signor 1 MASON PARKER, CHAIRMAN	
Subrecipient Signature 2 		Name & Title of Subrecipient Signor 2 MICHAEL BORDEN, SELECTMAN	
Subrecipient Signature 3 		Name & Title of Subrecipient Signor 3 THOMAS BASCOM, JR., SELECTMAN	
1.13. State Agency Signature(s) By:  On: 9/12/22		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: / /			
1.16. Approval by Attorney General (Form, Substance and Execution) (if G & C approval required) By: _____ Assistant Attorney General, On: / /			
1.17. Approval by Governor and Council (if applicable) By: _____ On: / /			

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.) ALP 2.) MRS 3.) TB Date: 4-25-22

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.) EW 2.) RE

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.) RB Date: 4/2/22

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. 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, 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 this paragraph 13. Notwithstanding the foregoing,

3. Date:

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 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.

Subrecipient Initials: 1.) 

2.) 

3.) 

Date: 4-23-22

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.) MP

2.) MS

3.) FB

Date: 4-28-22

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 Greenfield (hereinafter referred to as "the Subrecipient") \$4,000.00 to update the community's Local Emergency Operations Plan (LEOP).
2. "The Subrecipient" agrees that the project grant period ends August 31, 2024 and that a final performance and expenditure report will be sent to "the State" by September 30, 2024.
3. "The Subrecipient" agrees to comply with all applicable federal and state laws, rules, regulations, and requirements.
4. "The Subrecipient" shall maintain financial records, supporting documents, and all other pertinent records for a period of three (3) years from the grant period end date. In these records, "the Grantee" shall maintain documentation of the 50% cost share required by this grant.

Subrecipient Initials: 1.) MA

2.) REAS

3.) TB

Date: 4/28/22

EXHIBIT C

Grant Amount and Payment Schedule

1. GRANT AMOUNT

	Applicant	Grant	
	Share	(Federal Funds)	Cost Totals
Project Cost	\$4,000.00	\$4,000.00	\$8,000.00
Project Cost is 50% Federal Funds, 50% Applicant Share			
Awarding Agency: Federal Emergency Management Agency (FEMA)			
Award Title & #: Emergency Management Performance Grant (EMPG) EMB-2021-EP-00004			
Catalog of Federal Domestic Assistance (CFDA) Number: 97.042 (EMPG)			
Applicant's Data Universal Numbering System (DUNS): 968526798			

2. PAYMENT SCHEDULE

- a. "The Subrecipient" agrees the total payment by "the State" under this grant agreement shall be up to \$4,000.00.
- b. "The State" shall reimburse up to \$4,000.00 to "the Subrecipient" upon "the State" receiving a reimbursement request with match documentation and appropriate backup documentation (i.e., copies of invoices, copies of canceled checks, and/or copies of accounting statements).
- c. Upon State Approval, allowable match may be incurred for this project from the start of the federal period of performance of this grant, October 1, 2020, to the identified completion date (block 1.7).

Subrecipient Initials: 1.) MP

2.) MP

3.) MB

Date: 4-23-22

Town of Greenfield
7 Sawmill Road, Greenfield, NH 03047
Selectboard's Minutes
Thursday, April 28, 2022 – 5:30 PM

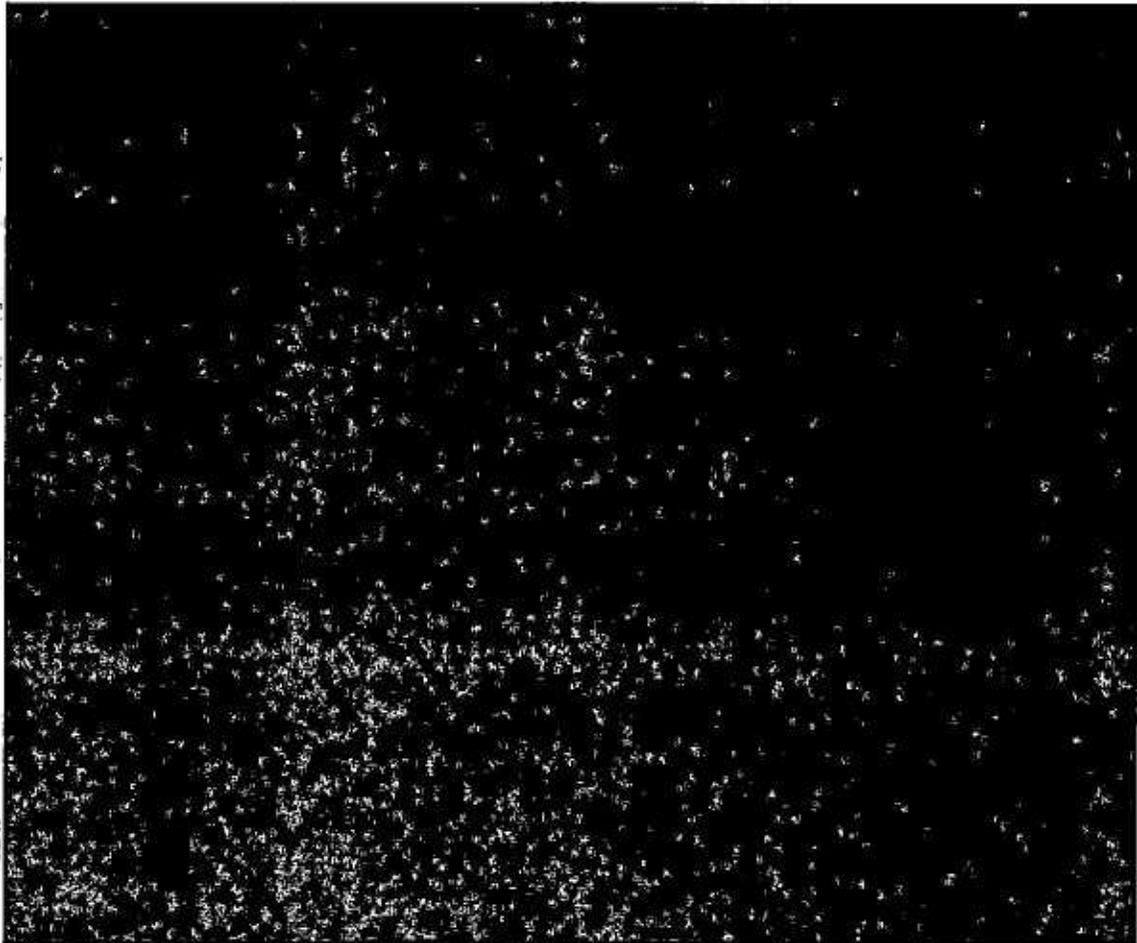
Selectboard: Chairman Mason Parker, Selectman Michael Borden, Selectman Tom Bascom
Staff: Aaron Patt, Town Administrator;
Public:

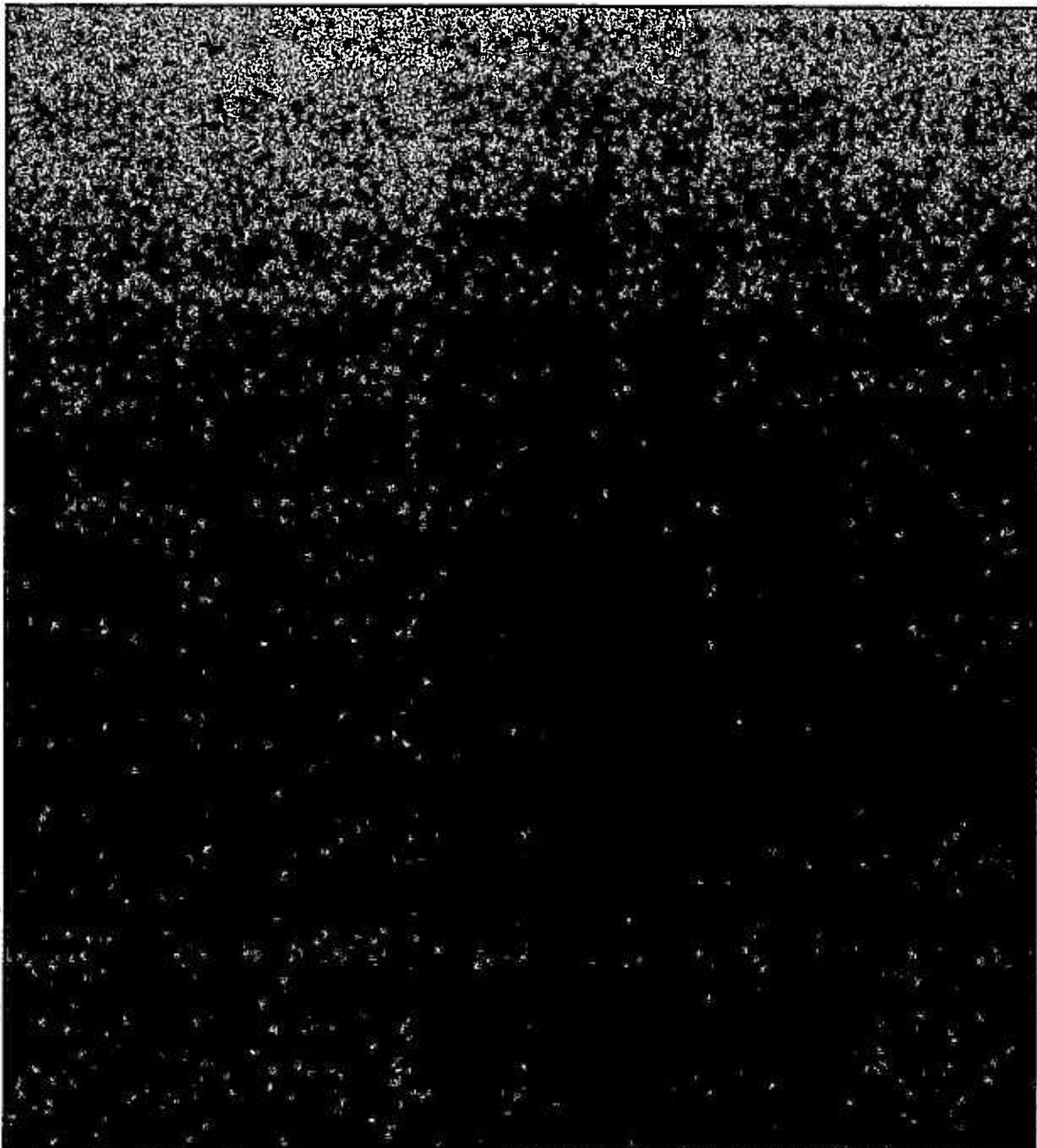
Documents for Discussion/Signature

1. Payroll Check manifest dated 4/29/2022 in the amount of \$33,033.61
2. Appointment – Local River Advisory Committee
3. New Hire Worksheet – Clerical/Minute Taker
4. Oak Park Alcohol Permit
5. Minutes of 4/21/2022

Other letters/ items for Discussion/Signature:

1. Request for Tax Abatement Consideration – Resident Letter
2. EMPG Grant - LEOP Update





The Chair made a motion to accept the terms of the Emergency Management Performance Grant as presented in the amount of \$4,000.00 for the community to update the Local Emergency Operations Plan (LEOP). Furthermore, the Board acknowledges that the total cost of this project will be \$8,000.00, in which the town will be responsible for a 50% match of \$4,000.00. It has been noted by EMD Martin that the department has a soft match sufficient to meet the requirement and that no taxes will be required. Selectman Borden seconded the motion. On a vote of 3-0, the Board voted unanimously to support the motion and approve the LEOP update grant application. The Board signed the EMPC Grant for the LEOP update.

The Board discussed the upcoming Selectboard meeting calendar. The meeting calendar for the 28th of April was confirmed.

The Chair made a motion to enter into a non-public session under RSA 91-A:3, II a & c. Selectman Bascom seconded the motion. On a vote of 3-0 the Board voted in favor of the motion and entered into non-public session at 7:54pm. At 8:10pm, the Board voted 3-0 to enter into public session. While in the public session the Chair made a motion to seal the minutes. Selectman Borden seconded the motion. The Board voted in favor of sealing the minutes in accordance with RSA 91-A:3 III, 3-0.

There being no further business the Board voted to adjourn.

Adjournment

At 8:12pm, Selectman Borden made a motion to adjourn the meeting; the motion was seconded by the Chair. The motion carried 3-0.

Chair, Mason Parker

Michael Borden, Selectman

Tom Bascom, Selectman



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: Primex ³ 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)	Limit and Statutory Limit	May Apply If Not	
<input checked="" type="checkbox"/> General Liability (Occurrence Form) <input type="checkbox"/> Professional Liability (describe) <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence	1/1/2022	1/1/2023	Each Occurrence General Aggregate Fire Damage (Any one fire) Med Exp (Any one person)	\$5,000,000 \$ 5,000,000	
<input type="checkbox"/> Automobile Liability Deductible Comp and Coll: <input type="checkbox"/> Any auto			Combined Single Limit (Each Accident) Aggregate		
<input type="checkbox"/> Workers' Compensation & Employers' Liability			Statutory Each Accident 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:	Primex ³ - NH Public Risk Management Exchange
			By: <i>Mary Beth Purcell</i>
			Date: 1/28/2022 mpurcell@nhprimex.org
			Please direct inquires to: Primex ³ Claims/Coverage Services 603-225-2841 phone 603-228-3833 fax
NH Dept of Safety 33 Hazen Dr. Concord, NH 03301.			

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 Gifford	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 Ossipee	265
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
Town of Swanzey	307
Town of Temple	309



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	Other
<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	1/1/2022	1/1/2023	<input checked="" type="checkbox"/> Statutory	\$2,000,000	
			<input type="checkbox"/> Each Accident	\$2,000,000	
			<input type="checkbox"/> Disease - Each Employee		
			<input type="checkbox"/> 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	Primex ³ - NH Public Risk Management Exchange
			By: <i>Mary Edie Purcell</i>
NH Dept of Safety 33 Hazen Dr. Concord, NH 03301			Date: 1/28/2022 mpurcell@nhprimex.org
			Please direct inquires to: Primex ³ Claims/Coverage Services 603-225-2841 phone 603-228-3833 fax

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



Robert L. Quinn
Commissioner

State of New Hampshire

DEPARTMENT OF SAFETY
Division of Homeland Security
and Emergency Management
www.nh.gov/hsem

HOMELAND SECURITY
EMERGENCY MANAGEMENT
NEW HAMPSHIRE DEPARTMENT OF SAFETY

Jennifer L. Harper
Director

August 2, 2022

Director Steven R. Lavoie
New Hampshire Department of Safety
Division of Administration
33 Hazen Drive
Concord, NH 03305

APPROVED
08/09/2022

REQUESTED ACTION

Authorize the Department of Safety, Division of Homeland Security and Emergency Management (HSEM) to enter into a grant agreement with the Town of New Boston (VC#177444-B001); PO Box 250 New Boston, NH 03070 to update the community's Local Emergency Operations Plan (LEOP) for a total amount of \$4,000.00. Effective upon the Safety Business Office approval through September 30, 2024. 100% Federal Funds.

02-23-23-236010-80920000	Dept. of Safety	Homeland Sec-Emer Mgmt EMPG	<u>SFY 2023</u>
072-500574	Grants to Local Gov't.- Federal		\$4,000.00
Activity Code: 23EMPG 2021			

EXPLANATION

The purpose of this grant is for the Town of New Boston to update their Local Emergency Operations Plan (LEOP). The grant listed above is funded from the FFY 2021 Emergency Management Performance Grant (EMPG), which was awarded to the Department of Safety, Division of Homeland Security and Emergency Management (HSEM) from the Federal Emergency Management Agency (FEMA). The grant funds are to be used to measurably improve all-hazard planning and preparedness capabilities/activities, to include mitigation, preparedness, response, and recovery initiatives at the state and local level. Grant guidance and applications are available to all Emergency Management Directors and other qualified organizations in the State. Subrecipients submit applications to this office, which are reviewed by the HSEM Planning Chief, Assistant Planning Chief and Field Representatives and approved by the HSEM Director. The criteria for approval are based on grant eligibility in accordance with the grant's current guidance and the documented needs of the local jurisdictions.

The Emergency Management Performance Grants are 50% federally funded by FEMA with a 50% match requirement supplied by the subrecipient. The subrecipient acknowledges their match obligation as part of Exhibits B and C to their grant agreement.

In the event that Federal Funds are no longer available, General Funds and/or Highway Funds will not be requested to support this program.

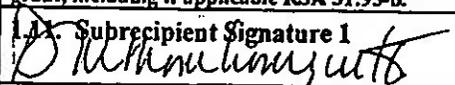
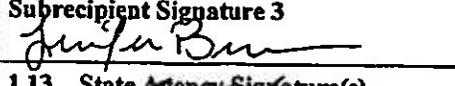
Respectfully submitted,

Sarah K. Osborne
EMPG Program Manager

GRANT AGREEMENT

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

1. IDENTIFICATION AND DEFINITIONS

1.1. State Agency Name NH Department of Safety, Homeland Security and Emergency Management		1.2. State Agency Address 33 Hazen Drive Concord, NH 03305	
1.3. Subrecipient Name Town of New Boston (VC#177444-B001)		1.4. Subrecipient Address PO Box 250 New Boston, NH 03070	
1.5 Subrecipient Tel. # 603-487-5504	1.6. Account Number AU #80920000	1.7. Completion Date August 31, 2024	1.8. Grant Limitation \$4,000.00
1.9. Grant Officer for State Agency Heather Dunkerley, EMPG Program Coordinator		1.10. State Agency Telephone Number (603) 223-3614	
"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 Donna Mombourquette, Chair	
Subrecipient Signature 2 		Name & Title of Subrecipient Signor 2 David Litwinovich, Select Board Member	
Subrecipient Signature 3 		Name & Title of Subrecipient Signor 3 Jennifer Brown, Select Board Member	
1.13. State Agency Signature(s) By:  On: 8/2/22		1.14. Name & Title of State Agency Signor(s) Steven R. Lavole, Director of Administration	
1.15. Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: / /			
1.16. Approval by Attorney General (Form, Substance and Execution) (if G & C approval required) By: _____ Assistant Attorney General, On: / /			
1.17. Approval by Governor and Council (if applicable) By: _____ On: / /			

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.

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

Date: 5/27/22

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.

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

Subrecipient Initials: 1.)

[Signature]

2.) *[Signature]*

3.) *[Signature]*

Date: 5/27/22

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.

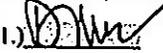
11. CONTRACTOR'S RELATION TO THE STATE. In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the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

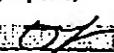
12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

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 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.

Subrecipient Initials: 1.) 

2.) 

3.) 

Date: 5/27/22

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.

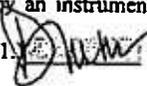
15. WORKERS' COMPENSATION.

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 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

Subrecipient Initials: 1. 

2. 

3. 

Date: 5/27/22

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.

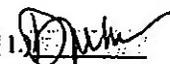
EXHIBIT A

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. 

2. 

3. 

Date: 

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 New Boston (hereinafter referred to as "the Subrecipient") \$4,000.00 to update the community's Local Emergency Operations Plan (LEOP).
2. "The Subrecipient" agrees that the project grant period ends August 31, 2024 and that a final performance and expenditure report will be sent to "the State" by September 30, 2024.
3. "The Subrecipient" agrees to comply with all applicable federal and state laws, rules, regulations, and requirements.
4. "The Subrecipient" shall maintain financial records, supporting documents, and all other pertinent records for a period of three (3) years from the grant period end date. In these records, "the Grantee" shall maintain documentation of the 50% cost share required by this grant.

Subrecipient Initials:

1. 

2. 

3. 

Date: 

EXHIBIT C

Grant Amount and Payment Schedule

1. GRANT AMOUNT

	Applicant	Grant	
	Share	(Federal Funds)	Cost Totals
Project Cost	\$4,000.00	\$4,000.00	\$4,000.00
Project Cost is 50% Federal Funds, 50% Applicant Share			
Awarding Agency: Federal Emergency Management Agency (FEMA)			
Award Title & #: Emergency Management Performance Grant (EMPG) EMB-2021-EP-00004			
Catalog of Federal Domestic Assistance (CFDA) Number: 97.042 (EMPG)			
Applicant's Unique Entity ID (UEI): J6GBD74AL9X3			

2. PAYMENT SCHEDULE

- a. "The Subrecipient" agrees the total payment by "the State" under this grant agreement shall be up to \$4,000.00.
- 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 \$4,000.00 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 State Approval, allowable match may be incurred for this project from the start of the federal period of performance of this grant, October 1, 2020, to the identified completion date (block 1.7).

Subrecipient Initials: 1.)

[Signature]

2.) [Signature]

3.) [Signature]

Date: 5/27/22

Draft

Town of New Boston
Selectmen's Meeting
June 1, 2022

PRESENT:

Donna Mombourquette	Selectman
David Litwinovich	Selectman
Jennifer Brown	Selectman
Paul Branscombe	Town Administrator

A. CALL TO ORDER: A regular meeting of the Board of Selectmen was called to order by Donna Mombourquette at 6:00PM beginning with the Pledge of Allegiance. The Board recognized Sarah Chapman with a moment of silence after her recent passing, who served the community in many roles over the past forty-seven years, touching the lives of several generations of citizens. She served as a Supervisor of the Checklist, July Fourth Association, Community Church congregation and the Players. These are just a few of the many organizations who benefitted from her infectious laugh and genuine love for the community. She will most fondly be remembered as the Library Director; the many programs had the imprint of Sarah's big heart and sincere dedication to serving the library patrons. The Board shared its deepest condolences to Sarah's husband Don and their family. May her memory be a blessing and may she rest in peace. She will be missed.

Consent Agenda- The Selectmen reviewed the June 1, 2022 consent agenda. David moved to approve the June 1, 2022 consent agenda items including the re-appointment of Graham Pendlebury to Forestry Committee, ~~Approval of Homeland Security and Emergency Management Grant for the Fire Department~~, payroll, Accounts Payable and other signed official documents. Jennifer seconded the motion. All were in favor. 3-0

B. PUBLIC FORUM:

Donna noted this is a business meeting of the New Boston Select Board. Comments and feedback are welcomed but because this is not a public forum or public hearing, comments will be on the agenda items only. Dialogue or answering of questions will not be part of the meeting. Should you have an issue you wish to discuss, please communicate with the Town Administrator who may resolve your issue or potentially schedule your appearance before the Board at a later date. The Board appreciates your understanding and cooperation.

Rocco Castellano of Wright Drive was present and asked for details about the Homeland Security Grant for the Fire Department. Paul noted it is a typical community management grant for any maintenance the Fire Department requires. It does not pertain to CERT or other groups.

Karen Scott of Dane Road was present and asked the amount of the Homeland Security Grant. Paul reported it was \$8,000 with a \$4,000 match but the match does not come from taxpayer funds.

Seeing no further Public Comment, Donna closed the first session.

C. NEW BUSINESS:

Item 1: Josif Bicja, Hoyle & Tanner, discussing Dougherty Lane Bridge: Engineer Josif Bicja from Hoyle & Tanner was present to discuss the Dougherty Lane bridge with the Select Board. He summarized the project as he visited the area recently and sent a letter of the findings that has been posted on the town website. Paul and the Board thanked Josif and his firm for preparing this report pro bono.

Paul and Rebecca Nee of Dougherty Lane and Rebecca Barsz of Tucker Mill Road were present with questions about the project. Donna noted another meeting will be held with residents to answer any further questions. Residents can send questions to Paul in preparation for that meeting.

Emergency Management Performance Grant Acceptance: The Select Board, in a majority vote, accepted the terms of the Emergency Management Performance Grant as presented in the amount of \$4,000.00 to update the community's Local Emergency Operations Plan (LEOP). Furthermore, the Board acknowledges that the total cost of this project will be \$8,000.00, in which the town will be responsible for a 50% match (\$4,000.00).

D. OLD BUSINESS:

Item 2: Approval of Public Minutes of May 12, 2022, May 16, 2022 and May 23, 2022 (action requested): The Select Board reviewed the Public minutes of May 16, 2022. David moved to approve the public minutes of May 16, 2022 as presented. Jennifer seconded the motion. The motion carried. 3-0 The Select Board reviewed the Public minutes of May 23, 2022. David moved to approve the public minutes of May 23, 2022 as presented. Jennifer seconded the motion. The motion carried. 3-0 The Select Board reviewed the Public minutes of May 12, 2022. David moved to approve the public minutes of May 12, 2022 as presented. Jennifer seconded the motion. The motion carried. 3-0

E. OTHER BUSINESS:

Item 3: Town Administrators Report: Donna moved to accept a \$1,000 donation for the Recreation Department ice rink from the Chau family. Jennifer seconded the motion. The motion carried. 3-0

Paul reported the following:

- **Building Inspector:** May 17th was Will Dinsmore's first day in the office where he was introduced to the Department Heads and the Staff Administrative Assistants. He shadowed Marc Tessier, Goffstown's Building Inspector, who has been helping us with



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	Not
<input checked="" type="checkbox"/> General Liability (Occurrence Form) <input type="checkbox"/> Professional Liability (describe) <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence	1/1/2022	1/1/2023	Each Occurrence		\$ 5,000,000
			General Aggregate		\$ 5,000,000
			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)		
<input type="checkbox"/> Workers' Compensation & Employers' Liability			Statutory		
			Each Accident		
			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	Primex ³ - NH Public Risk Management Exchange
			By: <i>Mary Beth Purcell</i>
NH Dept of Safety 33 Hazen Dr. Concord, NH 03301			Date: 1/28/2022 mpurcell@nhprimex.org
			Please direct inquires to: Primex ³ Claims/Coverage Services 603-225-2841 phone 603-228-3833 fax

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 Gifford	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 Ossipee	265
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
Town of Swanzey	307
Town of Temple	309



CERTIFICATE OF COVERAGE

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Each member of Primex³ is entitled to the categories of coverage set forth below. In addition, Primex³ may extend the same coverage to non-members. However, any coverage extended to a non-member is subject to all of the terms, conditions, exclusions, amendments, rules, policies and procedures that are applicable to the members of Primex³, including but not limited to the final and binding resolution of all claims and coverage disputes before the Primex³ Board of Trustees. The Additional Covered Party's per occurrence limit shall be deemed included in the Member's per occurrence limit, and therefore shall reduce the Member's limit of liability as set forth by the Coverage Documents and Declarations. The limit shown may have been reduced by claims paid on behalf of the member. General Liability coverage is limited to Coverage A (Personal Injury Liability) and Coverage B (Property Damage Liability) only. Coverage's C (Public Officials Errors and Omissions), D (Unfair Employment Practices), E (Employee Benefit Liability) and F (Educator's Legal Liability Claims-Made Coverage) are excluded from this provision of coverage.

The below named entity is a member in good standing of the New Hampshire Public Risk Management Exchange. The coverage provided may, however, be revised at any time by the actions of Primex³. As of the date this certificate is issued, the information set out below accurately reflects the categories of coverage established for the current coverage year.

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

Participating Member:	Member Number:	Company Affording Coverage:
Primex3 Members as per attached Schedule of Members' Workers' Compensation Program		NH Public Risk Management Exchange - 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 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	1/1/2022	1/1/2023	<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: Mary Beth Purcell Date: 1/28/2022 mpurcell@nhprimex.org Please direct inquires to: Primex ³ Claims/Coverage Services 603-225-2841 phone 603-228-3833 fax

Town of Pittsburg	270
Town of Pittsfield	271
Emerald Lake Village District	535
Town of Strafford	299
Town of Stratford	300
Town of Stratham	301
Town of Sullivan	303
Southwest Region Planning Commission	566
Southwest New Hampshire District Fire Mutual Aid	538
Salem Housing Authority	521
Clarksville School District	816
Precinct/Haverhill Corner	544
Rockingham Regional Planning Commission	563
Swains Lake Village District	552
Town of Acworth	100
Town of Albany	101
Town of Alexandria	102
Town of Allenstown	103
Town of Middleton	237
Town of Milan	238
Town of Milford	239
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Town of New Boston	246
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Exeter Housing Authority	503
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Robert L. Quinn
Commissioner

State of New Hampshire

DEPARTMENT OF SAFETY
Division of Homeland Security
and Emergency Management

www.nh.gov/hsem

HOMELAND SECURITY
EMERGENCY MANAGEMENT
NEW HAMPSHIRE DEPARTMENT OF SAFETY

Robert M. Buxton
Director

January 27, 2023

Director Steven R. Lavoie
New Hampshire Department of Safety
Division of Administration
33 Hazen Drive
Concord, NH 03305

Approved
01/30/2023

REQUESTED ACTION

Authorize the Department of Safety, Division of Homeland Security and Emergency Management (HSEM) to enter into a grant agreement with the Town of Boscawen (VC#159833-B001); 116 North Main Street, Boscawen, NH, 03303, for a total amount of \$4,000.00 to update the community's Local Emergency Operations Plan (LEOP). Effective upon the Safety Business Office approval through August 31, 2024, 100% Federal Funds.

02-23-23-236010-80920000	Dept. of Safety	Homeland Sec-Emer Mgnt EMPG	<u>SFY 2023</u>
072-500574	Grants to Local Gov't - Federal		\$4,000.00
Activity Code: 23EMPG 2021			

EXPLANATION

The purpose of this grant is for the Town of Boscawen to update their Local Emergency Operations Plan (LEOP). The grant listed above is funded from the FFY 21 Emergency Management Performance Grant (EMPG), which was awarded to the Department of Safety, Division of Homeland Security and Emergency Management (HSEM) from the Federal Emergency Management Agency (FEMA). The grant funds are to be used to measurably improve all-hazard planning and preparedness capabilities/activities, to include mitigation, preparedness, response, and recovery initiatives at the state and local level. Grant guidance and applications are available to all Emergency Management Directors and other qualified organizations in the State. Subrecipients submit applications to this office, which are reviewed by the HSEM EMPG Program Manager, EMPG Program Coordinator, and Field Representatives and approved by the HSEM Director. The criteria for approval are based on grant eligibility in accordance with the grant's current guidance and the documented needs of the local jurisdictions.

The Emergency Management Performance Grants are 50% federally funded by FEMA with a 50% match requirement supplied by the subrecipient. The subrecipient acknowledges their match obligation as part of Exhibits B and C to their grant agreement.

In the event that Federal Funds are no longer available, General Funds and/or Highway Funds will not be requested to support this program.

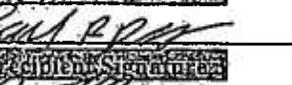
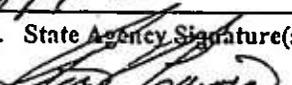
Respectfully submitted,

Sheila M. Dupere
EMPG Program Coordinator

GRANT AGREEMENT

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

1. IDENTIFICATION AND DEFINITIONS

1.1. State Agency Name NH Department of Safety, Homeland Security and Emergency Management		1.2. State Agency Address 33 Hazen Drive Concord, NH 03305	
1.3. Subrecipient Name Town of Boscawen (VC#159833-B001)		1.4. Subrecipient Address 116 North Main Street, Boscawen NH, 03303	
1.5. Subrecipient Tel. # (603) 753-9188	1.6. Account Number AU #80920000	1.7. Completion Date August 31, 2024	1.8. Grant Limitation \$4,000.00
1.9. Grant Officer for State Agency Sheila Dupere, EMPG Program Coordinator		1.10. State Agency Telephone Number (603) 223-3606	
"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 		1.12. Name & Title of Subrecipient Signor(s) LORRIE CAREY - SELECT BOARD CHAIR	
Subrecipient Signature 		Name & Title of Subrecipient Signor(s) PAUL DICKEY - SELECT BOARD	
Subrecipient Signature 		Name & Title of Subrecipient Signor(s) MATTHEW BUCIOCK - SELECT BOARD	
1.13. State Agency Signature(s) By:  On: 1/27/23		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: / /			
1.16. Approval by Attorney General (Form, Substance and Execution) (if G & C approval required) By: _____ Assistant Attorney General, On: / /			
1.17. Approval by Governor and Council (if applicable) By: _____ On: / /			

2. SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 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.  2.  3.  Date: 8/20/24

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.)  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: 10/00/21

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.)  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, 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.

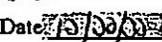
11. **CONTRACTOR'S RELATION TO THE STATE.** In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind 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 this paragraph 13. Notwithstanding the foregoing,

3.)  Date: 

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

Subrecipient Initials: 1. 

2. 

States 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.

3. 

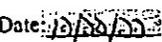
Date: 

EXHIBIT A

Special Provisions

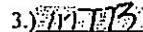
1. This grant agreement may be terminated upon thirty (30) days written notice by either party.
2. Any funds advanced to "the Subrecipient" must be returned to "the State" if the grant agreement is terminated for any reason other than completion of the project.
3. Any funds advanced to "the Subrecipient" 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. 

2. 

3. 

Date: 

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 Boscawen (hereinafter referred to as "the Subrecipient") \$4,000.00 to update the community's Local Emergency Operations Plan (LEOP).
2. "The Subrecipient" agrees that the project grant period ends August 31, 2024 and that a final performance and expenditure report will be sent to "the State" by September 30, 2024.
3. "The Subrecipient" agrees to comply with all applicable federal and state laws, rules, regulations, and requirements.
4. "The Subrecipient" shall maintain financial records, supporting documents, and all other pertinent records for a period of three (3) years from the grant period end date. In these records, "the Grantee" shall maintain documentation of the 50% cost share required by this grant.

Subrecipient Initials: 1.)



2.)



3.)



Date: 11/09/23

EXHIBIT C

Grant Amount and Payment Schedule

I. GRANT AMOUNT

	Applicant	Grant	
	Share	(Federal Funds)	Cost Totals
Project Cost	\$4,000.00	\$4,000.00	\$8,000.00
Project Cost is 50% Federal Funds, 50% Applicant Share			
Awarding Agency: Federal Emergency Management Agency (FEMA)			
Award Title & #: Emergency Management Performance Grant (EMPG) EMB-2021-EP-00004			
Catalog of Federal Domestic Assistance (CFDA) Number: 97.042 (EMPG)			
Applicant's Unique Entity ID (UEI): PR52ANMACAM4			

2. PAYMENT SCHEDULE

- a. "The Subrecipient" agrees the total payment by "the State" under this grant agreement shall be up to \$4,000.00.
- 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 \$4,000.00 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 State Approval, allowable match may be incurred for this project from the start of the federal period of performance of this grant, October 1, 2020, to the identified completion date (block 1.7).

Subrecipient Initials: 1.



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3.)

Date: 12/30/20

Town of Boscawen
Select Board
MEETING MINUTES
Thursday, December 22, 2022 at 6:00 PM

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In Attendance: Lorrie Carey, Matt Burdick, Paul Dickey, Kate Merrill, Katie Phelps, Sarah Gerlack & Jason Killary

Roll Call: completed and guests introduced.

Chairwoman Carey called the meeting to order at 6:00pm.

At the 12.15.22 Select Board meeting, a member of the public asked about the civic duty policy. Chairwoman Lorrie Carey clarified that if an employee was called to civic duty, they would be covered under the employee manual. The individual would be paid their regular rate minus the rate they received for civic duty.

Chairwoman Carey noted grammatical changes to the 12.15.22 minutes.

Selectman Paul Dickey motioned to approve the Consent Agenda as amended. Seconded by Selectman Matt Burdick. All in favor. None opposed.

Department Head Updates: Finance Director Kate Merrill presented a use of Impact Fees request in the amount of \$6,907.28 on behalf of Kellen Easter. The Town requested to purchase a shelter container and storage racks to store all the shelter inventory at the Boscawen Elementary School building.

Selectman Dickey motioned to approve payment in the amount of \$6,907.28 per RSA 674:21, V, to be drawn from the School Impact Fees account, to purchase a shelter container and storage racks to store shelter inventory. Seconded by Selectman Burdick. All in favor. None opposed.

Finance Director Kate Merrill presented a Trustee of Trust Funds transfer.

Selectman Dickey motioned to approve the Trustee of the Trust Funds to transfer \$14,744 from the Fire Department Equipment Capital Reserve Fund to the General Fund to reimburse for the following expenditures: Industrial Protective Services LLC. Seconded by Selectman Burdick. All in favor. None opposed.

Finance Director Kate Merrill presented four ARPA Fund transfer requests:

Selectman Dickey motioned to transfer \$7,108.66 from the ARPA Fund to the General Operating Account to reimburse for expenditures previously approved for Cruiser equipment. Seconded by Selectman Burdick. All in favor. None opposed.

92 Under RSA 32:7 I, Selectman Burdick motioned to encumber funds from Account #
 93 4194447 Building Maintenance and Supplies for 116 N Main St, in the amount of \$1,208 for
 94 the purpose of repairing and resealing the parking lot at 116 N Main St. Seconded by
 95 Selectman Dickey. All in favor. None opposed.

96

97 Under RSA 32:7 I, Selectman Burdick motioned to encumber funds from Account #
 98 4194447 Building Maintenance and Supplies for 116 N Main St, in the amount of \$1,292 for
 99 the purpose of painting the building at 116 N Main St. Seconded by Chairwoman Carey.
 100 Selectman Dickey opposed. Two in favor. One opposed. The motion passed.

101

102 Under RSA 32:7 I, Selectman Burdick motioned to encumber funds from Account #
 103 4194500 Tax Deeded Properties, in the amount of \$15,999 for the purpose of painting the
 104 building at 116 N Main St. Seconded by Chairwoman Carey. Selectman Dickey opposed.
 105 Two in favor. One opposed. The motion passed.

106

107 Under RSA 92:7 I, Selectman Burdick motioned to encumber funds from Account #
 108 4194502 Radio Maintenance, in the amount of \$2,500 for the purpose of painting the
 109 building at 116 N Main St. Seconded by Chairwoman Carey. Selectman Dickey opposed.
 110 Two in favor. One opposed. The motion passed.

111

112 Under RSA 30:7 I, Selectman Burdick motioned to encumber funds from Account #
 113 4194504 Vehicle Maintenance, in the amount of \$500 for the purpose of painting the
 114 building at 116 N Main St. Seconded by Chairwoman Carey. Selectman Dickey opposed.
 115 Two in favor. One opposed. The motion passed.

116

117 Under RSA 32:7 I, Selectman Burdick motioned to encumber funds from Account #
 118 4194507 Custodian Wages, in the amount of \$7,209 for the purpose of painting the building
 119 at 116 N Main St. Seconded by Chairwoman Carey. Selectman Dickey opposed. Two in
 120 favor. One opposed. The motion passed.

121

122 Emergency Management Director Jason Killary presented an update on the Emergency
 123 Operations Plan (EOP). They need to review and update contacts annually. The EOP is a
 124 resource to refer to in a time of disaster. For example, if there was a severe rainstorm, it would
 125 provide contacts, resources, and shelter options. Discussion ensued. EMD Killary will send the
 126 Board copies of the updated EOP. The Select Board and Town Administrator signed the review
 127 of the EOP for 2022.

128

129 EMD Killary presented the Emergency Management Performance Grant (EMPG) for the EOP
 130 update. The total cost of the update is \$8,000. The town has appropriated \$4,000. EMD Killary
 131 asked the Board to accept the terms of the EMPG grant and appropriate \$4,000 of the total cost
 132 to the town.

133

134 Selectman Dickey motioned to accept the terms of the Emergency Management
 135 Performance Grant as presented in the amount of \$4,000. Furthermore, the Board
 136 acknowledges the total cost of the project is \$8,000 in which the town will be responsible for
 137 50% or \$4,000. Seconded by Selectman Burdick. All in favor. None opposed.

459 *Respectfully submitted by Hannah Gardner*

DRAFT



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	Rate
<input checked="" type="checkbox"/> General Liability (Occurrence Form) Professional Liability (describe) <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence	1/1/2023	1/1/2024	Each Occurrence General Aggregate	\$ 5,000,000 \$ 5,000,000	
<input type="checkbox"/> Automobile Liability Deductible Comp and Coll: <input type="checkbox"/> Any auto			Combined Single Limit (Each Accident) Aggregate		
<input type="checkbox"/> Workers' Compensation & Employers' Liability			Statutory Each Accident 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
State of NH Dept of Safety 33 Hazen Dr. Concord, NH 03301			By: <i>Mary Beth Purcell</i>
			Date: 1/5/2023 mpurcell@nhprimex.org
			Please direct inquires to: Primex ³ Claims/Coverage Services 603-225-2841 phone 603-228-3833 fax

PRIMEX

Member Programs - PL with Jan Renewal

Name	Member Number	Effective Date
Bay Sewage District	558	1/1/2023
Belknap County	607	1/1/2023
Capital Area Fire Compact	546	1/1/2023
Carroll County	600	1/1/2023
Cheshire County	601	1/1/2023
City of Claremont	141	1/1/2023
Conway Village Fire District	526	1/1/2023
Emerald Lake Village District	535	1/1/2023
Kearsarge Lighting Precinct	464	1/1/2023
Lakes Region Mutual Fire Aid	529	1/1/2023
Lamprey Regional Solid Waste	505	1/1/2023
Littleton Water & Light	524	1/1/2023
Lower Beech Pond Village District	463	1/1/2023
Merrimack County	604	1/1/2023
Milford Area Communications Center	545	1/1/2023
North Conway Water Precinct	557	1/1/2023
Pembroke Water Works	532	1/1/2023
Penacook Rescue Squad	531	1/1/2023
Plainfield Village Water District	571	1/1/2023
Plymouth Village Water & Sewer District	559	1/1/2023
Rockingham County	609	1/1/2023
Rye Beach Village District	453	1/1/2023
Southern New Hampshire Planning Commission	525	1/1/2023
Strafford County	605	1/1/2023
Strafford County Conservation District	465	1/1/2023
Tilton & Northfield Aqueduct Co., Inc.	467	1/1/2023
Tilton-Northfield Water District	585	1/1/2023
Town of Acworth	100	1/1/2023
Town of Allenstown	103	1/1/2023
Town of Alton	105	1/1/2023
Town of Ashland	109	1/1/2023
Town of Atkinson	110	1/1/2023
Town of Bedford	116	1/1/2023
Town of Bethlehem	119	1/1/2023
Town of Boscaawen	122	1/1/2023
Town of Brentwood	125	1/1/2023
Town of Bristol	127	1/1/2023
Town of Brookline	129	1/1/2023
Town of Candia	132	1/1/2023
Town of Canterbury	133	1/1/2023
Town of Center Harbor	135	1/1/2023
Town of Chesterfield	139	1/1/2023
Town of Chichester	140	1/1/2023
Town of Conway	146	1/1/2023
Town of Croydon	148	1/1/2023
Town of Deerfield	152	1/1/2023
Town of Dublin	157	1/1/2023
Town of Dummer	158	1/1/2023
Town of Dunbarton	159	1/1/2023
Town of East Kingston	161	1/1/2023
Town of Easton	162	1/1/2023
Town of Effingham	164	1/1/2023
Town of Exeter	170	1/1/2023
Town of Franconia	173	1/1/2023
Town of Freedom	176	1/1/2023
Town of Fremont	177	1/1/2023



CERTIFICATE OF COVERAGE

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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
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Type of Coverage	Effective Date (mm/dd/yyyy)	Expiration Date (mm/dd/yyyy)	Limits	NH Statutory Limits	May Apply / Not
<input type="checkbox"/> General Liability (Occurrence Form) <input type="checkbox"/> Professional Liability (describe) <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence			<input type="checkbox"/> Each Occurrence <input type="checkbox"/> General Aggregate <input type="checkbox"/> Fire Damage (Any one fire) <input type="checkbox"/> Med Exp (Any one person)		
<input type="checkbox"/> Automobile Liability Deductible: Comp and Coll: <input type="checkbox"/> Any auto			<input type="checkbox"/> Combined Single Limit (Each Accident) <input type="checkbox"/> Aggregate		
<input checked="" type="checkbox"/> Workers' Compensation & Employers' Liability	1/1/2023	1/1/2024	<input checked="" type="checkbox"/> Statutory <input type="checkbox"/> Each Accident <input type="checkbox"/> Disease - Each Employee <input type="checkbox"/> Disease - Policy Limit	\$2,000,000 \$2,000,000	
<input type="checkbox"/> Property (Special Risk Includes Fire and Theft)			<input type="checkbox"/> Blanket Limit, Replacement Cost (unless otherwise stated)		

Description: Proof of Primex Member coverage only.

CERTIFICATE HOLDER: State of NH Dept of Safety 33 Hazen Dr. Concord, NH 03301	Additional Covered Party	Loss Payee	Primex ³ - NH Public Risk Management Exchange By: <i>Mary Beth Purcell</i> Date: 1/5/2023 mpurcell@nhprimex.org Please direct inquires to: Primex³ Claims/Coverage Services 603-225-2841 phone 603-228-3833 fax
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Portsmouth Housing Authority	572	1/1/2023
Precinct/Haverhill Corner	544	1/1/2023
Rockingham Regional Planning Commission	563	1/1/2023
Rye Beach Village District	453	1/1/2023
Salem Housing Authority	521	1/1/2023
SAU 7 Office	817	1/1/2023
SAU 19 Office	748	1/1/2023
Somersworth Housing Authority	533	1/1/2023
Southeast Regional Refuse Dist 53-B	536	1/1/2023
Southern New Hampshire Planning Commission	525	1/1/2023
Southwest New Hampshire District Fire Mutual Aid	538	1/1/2023
Southwest Region Planning Commission	566	1/1/2023
Stewartstown School District	790	1/1/2023
Strafford County	605	1/1/2023
Strafford County Conservation District	465	1/1/2023
Strafford Regional Planning Commission	562	1/1/2023
Swains Lake Village District	552	1/1/2023
Tilton & Northfield Aqueduct Co., Inc.	467	1/1/2023
Tilton-Northfield Water District	585	1/1/2023
Town of Acworth	100	1/1/2023
Town of Albany	101	1/1/2023
Town of Alexandria	102	1/1/2023
Town of Allēnstown	103	1/1/2023
Town of Alstead	104	1/1/2023
Town of Alton	105	1/1/2023
Town of Andover	107	1/1/2023
Town of Antrim	108	1/1/2023
Town of Ashland	109	1/1/2023
Town of Atkinson	110	1/1/2023
Town of Auburn	111	1/1/2023
Town of Barrington	113	1/1/2023
Town of Bartlett	114	1/1/2023
Town of Bath	115	1/1/2023
Town of Bedford	116	1/1/2023
Town of Belmont	117	1/1/2023
Town of Bennington	118	1/1/2023
Town of Bethlehem	119	1/1/2023
Town of Boscaawen	122	1/1/2023
Town of Bow	123	1/1/2023
Town of Brentwood	125	1/1/2023
Town of Bristol	127	1/1/2023
Town of Brookfield	128	1/1/2023
Town of Brookline	129	1/1/2023
Town of Campton	130	1/1/2023
Town of Canaan	131	1/1/2023
Town of Candia	132	1/1/2023
Town of Canterbury	133	1/1/2023
Town of Carroll	134	1/1/2023
Town of Center Harbor	135	1/1/2023
Town of Chesterfield	139	1/1/2023
Town of Chichester	140	1/1/2023
Town of Clarksville	142	1/1/2023
Town of Colebrook	143	1/1/2023
Town of Conway	146	1/1/2023
Town of Cornish	147	1/1/2023
Town of Croydon	148	1/1/2023
Town of Dallon	149	1/1/2023
Town of Deerfield	152	1/1/2023
Town of Deering	153	1/1/2023
Town of Dublin	157	1/1/2023
Town of Dummer	158	1/1/2023