



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

March 7, 2024

ROBERT L. QUINN
COMMISSIONER

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

REQUESTED ACTION

Authorize the Department of Safety, Division of Homeland Security and Emergency Management (HSEM) to enter into a grant agreement with the Town of Rye (VC#177470-B003), for a total grant amount of \$55,500.00, to evaluate the infrastructure of the Town's sewer system. Effective upon Governor and Council approval through November 13, 2026. 100% Federal Funds.

Funding is available in the SFY 2024 operating budget as follows:

02-23-23-236010-43930000 - Dept. of Safety - HSEM - BRIC SFY 2024
072-500574 Grants to Local Gov't - Federal. \$55,500.00
Activity Code: 23BRIC22-4393

EXPLANATION

The purpose of this grant is for the Town of Rye to evaluate the infrastructure of the Town's sewer system. The grant listed above is funded by the Building Resilient Infrastructure and Communities (BRIC) grant program, which was awarded to the Department of Safety, from the Federal Emergency Management Agency (FEMA). The BRIC grant program provides funding to subrecipients for cost-effective hazard mitigation activities that complement a comprehensive mitigation program. FEMA provides BRIC funds to states that, in turn, provide sub-grants or contracts for a variety of mitigation activities, such as planning, and the implementation of projects identified through the evaluation of natural hazards.

The BRIC grant program is 75% Federally funded by FEMA with a 25% match requirement by the subrecipient. The sub-recipient acknowledges their match obligation as part of Exhibits B and C of their grant agreement.

If BRIC funds are no longer available, General Funds and/or Highway Funds will not be requested to support this program.

Respectfully submitted,

[Signature]
Robert L. Quinn
Commissioner of Safety

**GRANT AGREEMENT**

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

**1. IDENTIFICATION AND DEFINITIONS**

1.1. State Agency Name NH Department of Safety, Homeland Security and Emergency Management		1.2. State Agency Address 33 Hazen Drive Concord, NH 03305	
1.3. Sub-Recipient Name Town of Rye (177470-B003)		1.4. Sub-Recipient Address 10 Central Road, Rye, NH 03870	
1.5 Sub-Recipient Tel. # 603-964-5523	1.6. Account Number AU #43930000	1.7. Completion Date November 13, 2026	1.8. Grant Limitation \$55,500.00
1.9. Grant Officer for State Agency Virginia Clabby, State Hazard Mitigation Officer		1.10. State Agency Telephone Number (603) 223-4310	
"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. Sub-Recipient Signature 1 <i>Matthew Scruton</i>		1.12. Name & Title of Sub-Recipient Signor 1 <i>Matthew Scruton, Town Administrator</i>	
Sub-Recipient Signature 2		Name & Title of Sub-Recipient Signor 2	
Sub-Recipient Signature 3		Name & Title of Sub-Recipient Signor 3	
1.13. State Agency Signature(s) By: <i>[Signature]</i>		1.14. Name & Title of State Agency Signor(s) On: <i>3/18/24</i> Amy Newbury, Director of Administration	
1.15. Approval by the N.H. Department of Administration, Division of Personnel (if applicable)			
By:		Director, On: <i>1/1</i>	
1.16. Approval by Attorney General (Form, Substance and Execution) (if G & C approval required)			
By: <i>[Signature]</i>		Assistant Attorney General, On: <i>3/18/24</i>	
1.17. Approval by Governor and Council (if applicable)			
By:		On: <i>1/1</i>	

**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.) *MS* 2.) \_\_\_\_\_ 3.) \_\_\_\_\_ Date: *01.18.2024*

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

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

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

**4. CONDITIONAL NATURE OF AGREEMENT.**

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

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

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

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

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

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

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

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

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

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

**7. PERSONNEL.**

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

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

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

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

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

3.) \_\_\_\_\_ Date: 01.18.2024

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.

## 14. INSURANCE.

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

3.) \_\_\_\_\_ Date: 01.18.2024

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

3.) \_\_\_\_\_ Date: 01.18.2024

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.) MS

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

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

Date: 01.18.2024

**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 Rye (hereinafter referred to as "the Subrecipient") \$55,500.00 to evaluate facilities to identify mitigation actions, develop or conduct engineering, environmental, feasibility and/or benefit cost analyses, and activities supporting development of applications.
2. "The Subrecipient" agrees that the project grant period ends on November 13, 2026 and that a final performance and expenditure report will be sent to "the State" by December 13, 2026.
3. "The Subrecipient" agrees to comply with all applicable federal and state laws, rules, regulations, and requirements.
4. "The Subrecipient" shall maintain financial records, supporting documents, and all other pertinent records for a period of three (3) years from the grant period end date. In these records, "the Grantee" shall maintain documentation of the 25% cost share required by this grant.
5. The Town of Rye Sewer System consist of 6.9 miles of gravity sewer, three pump stations, one of which is in an existing FEMA 100-year designated flood zone, and 3.5 miles of forc main that directly abuts the Atlantic Ocean, which runs through the towns of North Hampton and Hampton where it discharges to the Town of Hampton sewer system. This critical infrastructure is increasingly vulnerable to the impacts of climate change including increased flooding from heavy rainfall and projected sea level rise based on projections derived from the State of New Hampshire. The goal of the proposal is to develop vulnerability assessment for the Town of Rye's existing sewer infrastructure to evaluate impacts associated with climate change and develop specific goals and options for increasing infrastructure resiliency. The town will engage a consulting engineering firm in the development of the vulnerability assessment. The process for developing the vulnerability is anticipated to be as follows: Step 1: Inventory existing sewer infrastructure in Rye; determine existing conditions, location, past impacts from extreme weather events, etc. Step 2: Determine extent of flood risk to existing infrastructure using sea level rise and groundwater rise data projections as well as projected increases in extreme precipitation derived from the New Hampshire Coastal Flood Risk Guidance Part 1: Science. Step 3: Using data from Step 2, determine the existing infrastructure's tolerance for flood risk and areas most vulnerable to damage or disruption from flooding. Step 4: Identify and evaluate adaptation strategies for mitigating flood risk to existing infrastructure. Step 5: Prioritize adaptation strategies for future implementation. (More details provided in "schedule") The intent is for this application to result in a complete project application for future funding opportunities to support the mitigation activities derived from the assessment.

Subrecipient Initials: 1.) MS 2.) \_\_\_\_\_ 3.) \_\_\_\_\_

Date: 01.10.2024

**EXHIBIT C**

Grant Amount and Payment Schedule

1. GRANT AMOUNT

	Sub-Applicant	Grant	
	Share	(Federal Share)	Cost Totals
Project Cost	\$18,500.00	\$ 55,500.00	\$ 74,000.00
Project Cost is 75% Federal Funds, 25% Applicant Share			
Awarding Agency: Federal Emergency Management Agency (FEMA)			
Award Title & #: Building Resilient Infrastructure and Communities (BRIC) EMB-2022-BR-001-0002			
Catalog of Federal Domestic Assistance (CFDA) Number: 97.047			
Applicant's Unique Entity Identifier (UEI): W7T9LVL3QDQ1			

2. PAYMENT SCHEDULE

- a. "The Subrecipient" agrees the total payment by "the State" under this grant agreement shall be up to \$ 55,500.00.
- 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 \$ 55,500.00 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 contract approval, allowable match may be incurred for this project from the start of the federal period of performance of this grant, November 13, 2023, to the identified completion date (block 1.7).

Subrecipient Initials: 1.) MS 2.) \_\_\_\_\_ 3.) \_\_\_\_\_

Date: 01.18.2024

**TOWN OF RYE SELECT BOARD  
MEETING**

**Thursday, January 18, 2024, 3:00 p.m.  
Rye Town Hall & Via Zoom**

**Select Board Present:** *Chair Tom King, Vice-Chair Bill Epperson, and Selectman Bob McGrath*

**Others Present:** *Town Administrator Matt Scruton, Asst. Town Administrator/Finance Director Becky Bergeron, Police Chief Kevin Walsh, Fire Chief Mark Cotreau, DPW Director Jason Rucker, Building Inspector Chuck Marsden, and Sewer Director Lee Arthur*

**3:00 p.m.**

**1. CALL TO ORDER AND PLEDGE OF ALLEGIANCE**

Chair King called the meeting to order at 3:00 p.m. and led the Pledge of Allegiance.

**2. OTHER BUSINESS**

The Select Board met with Police Chief Kevin Walsh, Fire Chief Mark Cotreau, DPW Director Jason Rucker, and Building Inspector Chuck Marsden to discuss the recent storm events of January 9<sup>th</sup>, 10<sup>th</sup>, and 13<sup>th</sup>, and receive an update on infrastructure damage and ongoing cleanup and repairs being done by town departments. There was discussion about damage to some of the Fire Department's equipment, which was incurred during emergency calls throughout the storm events. There was also discussion about funding for repairs to infrastructure and equipment due to damage from the storms, which could possibly be covered by the town's insurance or through the town's contingency reserve accounts, depending on the nature of the damage.

The Select Board agreed to waive any restrictions, with regard to work times, schedules, and access onto the beaches, in order to make any necessary repairs in a timely manner. Department heads will report to Town Administrator Scruton, who will make approvals on behalf of the Select Board for work that is needed. The Board also agreed to authorize the use of the Emergency Management Capital Reserve, which has a balance of \$25,000.

The Selectmen thanked the Department Heads and their teams for their hard work, dedication, and professionalism during these emergency events.

4:00 p.m.

- 3) **PUBLIC HEARING – Building Resilient Infrastructure and Communities (BRIC) Grant**  
(The purpose of the hearing is to hear public comment on acceptance and expenditure of a Building Resilient Infrastructure and Communities (BRIC) Grant to complete a sewer infrastructure vulnerability assessment for the Town of Rye. The total expenditure for this project is \$74,000.00. The amount of the Federal portion of this grant is \$55,500.00. The amount for the local cost share is \$18,500.00.)

At 4:00 p.m., Chair King opened the public hearing for the Building Resilient Infrastructure and Communities (BRIC) Grant.

Sewer Director Lee Arthur opened the discussion with the Select Board by giving an overview of how the Sewer Department's infrastructure was affected by the recent storm events.

Director Arthur presented a summary for the BRIC Grant:

The New Hampshire Department of Safety, Division of Homeland Security and Emergency Management (HSEM) has awarded Rye a FY 2023 Building Resilient Infrastructure and Communities (BRIC) Grant to complete a sewer infrastructure vulnerability assessment for the Town of Rye. The Federal portion of the grant is \$55,500.00 and the local cost share is \$18,500.00, of which the Town of Rye will satisfy through the sewer budget which is supported by user fees.

The Town of Rye sewer system consists of 6.9 miles of gravity sewer, three pump stations, one of which is in an existing FEMA 100-year designated flood zone, and 3.5 miles of force main that directly abuts the Atlantic Ocean, which runs through the towns of North Hampton and Hampton where it discharges to the Town of Hampton sewer system. This critical infrastructure is increasingly vulnerable to the impacts of climate change including increased flooding from heavy rainfall and projected sea level rise based on projections derived from the State of New Hampshire.

The goal of the grant proposal is to develop a vulnerability assessment for the Town of Rye's existing sewer infrastructure to evaluate impacts associated with climate change and develop specific goals and options for increasing infrastructure resiliency. The Town will engage a consulting engineering firm in the development of the vulnerability assessment. The process for developing the vulnerability is anticipated to be as follows:

- ✓ Step 1: Inventory existing sewer infrastructure in Rye; determine existing conditions, location, past impacts from extreme weather events, etc.
- ✓ Step 2: Determine extent of flood risk to existing infrastructure using sea level rise and groundwater rise data projections as well as projected increases in extreme precipitation derived from the New Hampshire Coastal Flood Risk Guidance Part 1: Science.
- ✓ Step 3: Using data from Step 2, determine the existing infrastructure's tolerance for flood risk and areas most vulnerable to damage or disruption from flooding.
- ✓ Step 4: Identify and evaluate adaptation strategies for mitigating flood risk to existing infrastructure.

Step 5: Prioritize adaptation strategies for future implementation. The intent of the grant proposal is to result in a complete project application for future funding opportunities to support the mitigation activities derived from the assessment. It is worth noting that Rye's Hazard Mitigation Plan (2022) identifies completing a vulnerability assessment of the Town's sewer infrastructure as an explicit mitigation strategy.

The project grant period ends on November 13, 2026 and a final performance and expenditure report needs to be sent to the State by December 13, 2026. All applicable federal and state laws, rules, regulations, and requirements need to be followed. The Town needs to maintain financial records, supporting documents, and all other pertinent records for a period of three years from the grant period end date. In these records, the 25% cost share required by this grant needs to be documented.

An audit in compliance with OMB Circular 2 CFR 200 is required, if applicable. If a compliance audit is not required, at the end of each audit period the Town will need to certify in writing that the amount of federal funds that would require a compliance audit (\$750,000) have not been expended.

Chair King opened for public comment.

Joe Cummins, 990 Washington Road, asked about the long-term goals for the grant and how those goals will be implemented.

Director Arthur answered Mr. Cummins' questions and spoke about the Sewer Department's expectations for the grant project.

Hearing no further public comment, Chair King closed the public hearing at 4:27 p.m.

Chair Tom King moved to accept the New Hampshire Department of Safety, Division of Homeland Security and Emergency Management FY 2023 Building Resilient Infrastructure and Communities (BRIC) Grant (CFDA #97.047) to complete a sewer infrastructure vulnerability assessment for the Town of Rye. The total cost of the project is estimated to be seventy-four thousand dollars (\$74,000.00). The amount of the Federal portion of this grant is fifty-five thousand five hundred dollars (\$55,500.00). The amount for the local cost share is eighteen thousand five hundred dollars (\$18,500.00). Further, to authorize Town Administrator Matthew Scruton to execute the grant agreement for the Town of Rye and any additional agreements necessary to obtain approval from the Governor and Council.

Seconded by Bob McGrath. Vote: 3-0

All in favor.

Motion by Bill Epperson to allow Chair Tom King to sign the following statement:

I, Tom King Chair of the Select Board of Rye, New Hampshire, hereby certify that Matthew Scruton, Town Administrator, has the authority to sign and enter into a grant agreement with the State of New Hampshire Division of Homeland Security and Emergency Management on January 18, 2024 for the Town of Rye; and further, hereby authorize Matthew Scruton to execute

any and all contracts and agreements related to the Building Resilient Infrastructure and Communities (BRIC) Grant. Tom King further attests that Matthew Scruton is granted hereby authority prior to the day of the grant agreement was signed and it has not been amended or repealed as of the day the contract was signed.

**Seconded by Bob McGrath. Vote: 3-0  
All in favor.**

#### **4. OTHER BUSINESS**

- **Warrant Articles**

**ARTICLE A.** Shall the Town raise and appropriate as an operating budget, not including appropriations by special warrant articles and other appropriations voted separately, the amounts set forth on the budget posted with the warrant or as amended by vote of the first session, for the purposes set forth therein totaling twelve million, nine hundred twenty-nine thousand, four hundred fifty-five and 00/100 dollars (\$12,929,455.00)? Should this article be defeated, the default budget shall be eleven million, eight hundred eighty-nine thousand, eight hundred fourteen and 00/100 dollars (\$11,889,814.00) which is the same as last year, with certain adjustments required by previous action of the Town or by law; or the governing body may hold one special meeting; in accordance with RSA 40:13, X and XVI, to take up the issue of a revised operating budget only. (Majority vote required.)

**NOTE: This operating budget warrant article does not include appropriations in any other warrant articles.**

This article is/is not recommended by the Select Board  
**This article is recommended by the Budget Committee: 7-0**

**Motion by Bill Epperson to recommend Article A as written. Seconded by Bob McGrath.  
Vote: 3-0**

- **Transfer Station Use Application**

The Select Board reviewed the Transfer Station Use Application which was recently drafted, which is separate from the Town's event form. The application asks the type of activity that will be performed at the Transfer Station; however, it does not ask for a review of materials that may be used. Town Administrator Scruton asked the Board to authorize him, as town administrator, to sign the Transfer Station use applications, as there was a recent request to use the Transfer Station that didn't allow for enough time to go through the normal approval process before the Select Board. This would allow the Town Administrator to sign. He would then send the information out to the Select Board and contact the DPW Director with the details.

It was agreed to table the document for further clarification from town counsel with regard to whether the use of the Transfer Station can be restricted to only residents of Rye and others with business beneficial to the Town.

**Motion by Tom King to adjourn at 4:51 p.m. Seconded by Bill Epperson. All in favor.**

Respectfully Submitted, Dyana Ledger

Town of Rye

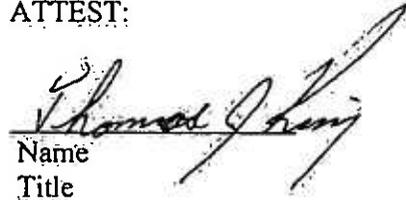
CERTIFICATE OF AUTHORITY  
January 18, 2024

I, Tom King, Chairman of the Select Board of Rye, NH, hereby certify that Matthew Scruton, Town Administrator, has authority to sign and enter into a grant agreement with the State of NH Division of Homeland Security and Emergency Management on January 18, 2024, for the Town of Rye, and, further, hereby authorize Matthew Scruton to execute any and all contract and agreements related to the Building Resilient Infrastructure and Communities (BRIC) Agreement.

I further attest that Matthew Scruton was granted authority prior to the day the grant agreement was signed and it has not been amended or repealed as of the day the contract was signed.

~~A True Copy of the Record,~~

ATTEST:

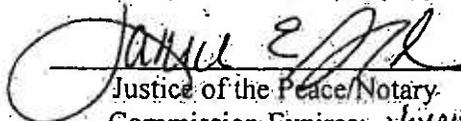
  
Name  
Title

State: New Hampshire  
County: Rockingham

On this 18 day of January 2024, before me, Janice E. Ireland (notary/JP's name), the undersigned officer, personally appeared Thomas King known to me to be the person whose name is signed on the foregoing document and acknowledged to me that he signed voluntarily for its stated purpose and that it was his free act and deed.

In witness thereof, I hereunto set my hand and official seal.



  
Justice of the Peace/Notary  
Commission Expires: November 29, 2028



## CERTIFICATE OF COVERAGE

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

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

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

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

<b>Participating Member:</b> Town of Rye 10 Central Road Rye, NH 03870	<b>Member Number:</b> 284	<b>Company Affording Coverage:</b> NH Public Risk Management Exchange - Primex <sup>3</sup> PO Box 23 Hooksett, NH 03106-9716
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Type of Coverage	Effective Date (mm/dd/yyyy)	Expiration Date (mm/dd/yyyy)	Limits - NH Statutory Limits May Apply, If Not Stated	
<input checked="" type="checkbox"/> <b>General Liability (Occurrence Form)</b> <b>Professional Liability (describe)</b> <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence	1/1/2024	1/1/2025	Each Occurrence	\$ 2,000,000
			General Aggregate	\$ 10,000,000
			Fire Damage (Any one fire)	
			Med Exp (Any one person)	
<input type="checkbox"/> <b>Automobile Liability</b> Deductible    Comp and Coll: <input type="checkbox"/> Any auto			Combined Single Limit (Each Accident)	
<input checked="" type="checkbox"/> <b>Workers' Compensation &amp; Employers' Liability</b>	1/1/2024	1/1/2025	<input checked="" type="checkbox"/> Statutory	
			Each Accident	\$2,000,000
			Disease - Each Employee	\$2,000,000
			Disease - Policy Limit	
<input type="checkbox"/> <b>Property (Special Risk includes Fire and Theft)</b>			Blanket Limit, Replacement Cost (unless otherwise stated)	

Description: Proof of Primex Member coverage only.

<b>CERTIFICATE HOLDER:</b>	<b>Additional Covered Party</b>	<b>Loss Payee</b>	<b>Primex<sup>3</sup> - NH Public Risk Management Exchange</b>
NH Department of Safety 33 Hazen Drive Concord, NH 03305			<b>By:</b> <i>Mary Beth Purcell</i>
			<b>Date:</b> 1/17/2024    mpurcell@nhprimex.org Please direct inquires to: <b>Primex<sup>3</sup> Claims/Coverage Services</b> 603-225-2841 phone 603-228-3833 fax