



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

March 7, 2024

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 Bethlehem (VC# 159831-B001) for a total amount of \$123,750.00 to support the project scoping for Maplewood Hill Road. 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 \$123,750.00
Activity Code: 23BRIC22.4393

EXPLANATION

The purpose of this grant is for the Town of Bethlehem to do project scoping by developing and conducting engineering, environmental, and feasibility studies, and completing a benefit-cost analysis for Maplewood Hill Road. The grant listed above is funded by the Building Resilient Infrastructure and Communities Grant Program (BRIC), which was awarded to the Department of Safety, HSEM 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 subgrants 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 to their grant agreement.

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

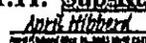
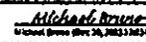
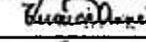
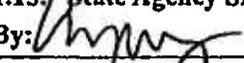
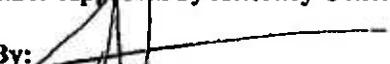
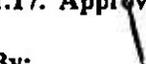
Respectfully submitted,

[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**

<b>1.1. State Agency Name</b> NH Department of Safety, Homeland Security and Emergency Management		<b>1.2. State Agency Address</b> 33 Hazen Drive Concord, NH 03305	
<b>1.3. Sub-Recipient Name</b> Town of Bethlehem (159831-B001)		<b>1.4. Sub-Recipient Address</b> Po Box 189 Bethlehem, NH 03574	
<b>1.5. Sub-Recipient Phone</b> 603- 869-3351 ext 101	<b>1.6. Account Number</b> AU #43930000	<b>1.7. Completion Date</b> November 13, 2026	<b>1.8. Grant Limitation</b> \$123,750.00
<b>1.9. Grant Officer for State Agency</b> Virginia Clabby, State Hazard Mitigation Officer		<b>1.10. State Agency Telephone Number</b> (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."			
<b>1.11. Sub-Recipient Signature 1</b>  <small>April Hibberd April Hibberd (NH 10, 2023 10/18/24)</small>		<b>1.12. Name &amp; Title of Sub-Recipient Signor 1</b> April Hibberd	
<b>Sub-Recipient Signature 2</b>  <small>Michael Bruno Michael Bruno (NH 26, 2023 10/18/24)</small>		<b>Name &amp; Title of Sub-Recipient Signor 2</b> Michael Bruno	
<b>Sub-Recipient Signature 3</b>  <small>Veronica Morris</small>		<b>Name &amp; Title of Sub-Recipient Signor 3</b> Veronica Morris	
<b>1.13. State Agency Signature(s)</b> By:  On: 3/18/24		<b>1.14. Name &amp; Title of State Agency Signor(s)</b> Amy L. Newbury, Director of Administration	
<b>1.15. Approval by the N.H. Department of Administration, Division of Personnel (if applicable)</b>			
By: 		Director, On: / /	
<b>1.16. Approval by Attorney General (Form, Substance and Execution) (if G &amp; C approval required)</b>			
By: 		Assistant Attorney General, On: 3/18/24	
<b>1.17. Approval by Governor and Council (if applicable)</b>			
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.)  2.)  3.)  Date: 3/22/24

**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.

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

Subrecipient Initials: 1.) Att

2.) MB

3.) MC

Date: Dec-20, 2023

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.**

14.1 The Contractor shall, at its sole expense, obtain and continuously maintain in force, and shall require any

Subrecipient Initials 1.) AH 2.) MB

3.) [Signature] Date: Dec 20, 2023

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.) Alt 2.) MB 3.) [Signature] Date: Dec-20-2023

**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.) AH

2.) MB

3.) VAM

Date: Dec 20, 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 Bethlehem (hereinafter referred to as "the Subrecipient") \$123,750.00 to complete a project scoping project under BRIC 22 to conduct the necessary engineering and prep work for a future mitigation project on Maplewood Hill Road.
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 \$123,750.00 cost share required by this grant.
5. The scope of work of this project scoping proposal is expected to be broken into four phases, as described below: Phase 1 – Predesign - Gather field information including wetland delineation, field survey, right-of-way research, utilities, hydraulics assessment, and geotechnical assessment. Phase 2 – Alternative Analysis - Evaluate alternatives to mitigate damage from storm events - Initiate with relevant natural and cultural resource agencies - Conduct public meeting to receive input regarding the alternatives. - Prepare Engineering Study Report and select preferred alternative. Phase 3 – Preliminary Design - Design roadway and drainage improvements and prepare preliminary design drawings - Prepare a preliminary estimate of construction costs. Phase 4 – Permitting - Prepare necessary plans, supporting documentation, and permit applications to regulatory agencies. Phase 5 – Construction Documents - Conduct public meeting to receive input regarding the preliminary design. - Prepare construction drawings based on previous phases and Town direction. - Prepare a final estimate of construction costs. - Conduct Benefit-Cost Analysis - Prepare project specifications and contract documents ("shovel ready"). The culmination of this work is intended to result in a "shovel ready" design (drawings, permits, and specifications) and Benefit-Cost Analysis in anticipation of an application for a FEMA Hazard Mitigation Grant Program (HMGP) or BRIC application for the construction of the project.

Subrecipient Initials: 1.) Att

2.) MB

3.) VAM

Date: Dec 20, 2023

**EXHIBIT C**

Grant Amount and Payment Schedule

1. GRANT AMOUNT

	Sub-Applicant	Grant	
	Share	(Federal Share)	Cost Totals
Project Cost	\$41,250.00	\$ 123,750.00	\$ 165,000.00
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-001-0004			
Catalog of Federal Domestic Assistance (CFDA) Number: 97.047			
Applicant's Unique Entity Identifier (UEI): WLNNSHVER6M6			

2. PAYMENT SCHEDULE

- a. "The Subrecipient" agrees the total payment by "the State" under this grant agreement shall be up to \$123,750.00.
- 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 \$ 123,750.00 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.) Att

2.) MB

3.) VA

Date: Dec. 20, 2023

# Grant Agreement\_Bethlehem

Final Audit Report

2023-12-21

Created:	2023-12-20
By:	Mary Moritz (admin@bethlehemnh.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAz_s1L_eVi8yMeYWDZECOwI713IS4hZIH

## "Grant Agreement\_Bethlehem" History

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-  Document emailed to selectman1@bethlehemnh.org for signature  
2023-12-20 - 3:35:49 PM GMT
-  Document emailed to selectman3@bethlehemnh.org for signature  
2023-12-20 - 3:35:49 PM GMT
-  Document emailed to selectman4@bethlehemnh.org for signature  
2023-12-20 - 3:35:49 PM GMT
-  Email viewed by selectman4@bethlehemnh.org  
2023-12-20 - 4:17:59 PM GMT- IP address: 38.147.207.8
-  Signer selectman4@bethlehemnh.org entered name at signing as Veronica Morris  
2023-12-20 - 4:20:15 PM GMT- IP address: 38.147.207.8
-  Document e-signed by Veronica Morris (selectman4@bethlehemnh.org)  
Signature Date: 2023-12-20 - 4:20:17 PM GMT - Time Source: server- IP address: 38.147.207.8
-  Email viewed by selectman3@bethlehemnh.org  
2023-12-20 - 5:21:14 PM GMT- IP address: 70.109.166.176
-  Signer selectman3@bethlehemnh.org entered name at signing as Michael Bruno  
2023-12-20 - 5:23:10 PM GMT- IP address: 70.109.166.176
-  Document e-signed by Michael Bruno (selectman3@bethlehemnh.org)  
Signature Date: 2023-12-20 - 5:23:12 PM GMT - Time Source: server- IP address: 70.109.166.176
-  Email viewed by selectman1@bethlehemnh.org  
2023-12-21 - 3:41:28 PM GMT- IP address: 74.78.97.123

 Signer selectman1@bethlehemnh.org entered name at signing as April Hibberd  
2023-12-21 - 3:42:22 PM GMT - IP address: 74.78.97.123

 Document e-signed by April Hibberd (selectman1@bethlehemnh.org)  
Signature Date: 2023-12-21 - 3:42:24 PM GMT - Time Source: server- IP address: 74.78.97.123

 Agreement completed.  
2023-12-21 - 3:42:24 PM GMT

## Bethlehem Board of Selectmen

### Meeting Minutes

December 18th, 2023

In person –Chairman Morris, Selectman Strand, Selectman Hibberd, Selectman Caplain, and Selectman Bruno.

Public Hearing: Food Pantry Unanticipated Revenue Chairman Morris opened the public hearing at 6:00 to accept the unanticipated funds for the food pantry.

Chairman Morris motioned to accept the \$15,000 to make repairs and upgrades to the food pantry. Selectman Caplain seconded and all were in favor.

Chairman Morris motioned to close the public hearing at 6:04. Selectman Caplain seconded and all were in favor.

Sullivan Creative- Chairman Morris introduced Pam Sullivan, Sullivan Creative, to discuss the marketing budget. Ms. Sullivan explained the marketing plan was developed in 2020 as an economic development driver for Bethlehem businesses. Selectman Caplain explained that he has worked closely with Sullivan Creative over the last three years and feels the amount requested is reasonable. Chris Jensen stated before the marketing plan was initiated Bethlehem had a reputation as not being “business friendly” and he hoped the town would continue investing in marketing. Rich Southwell asked the board to consider at what point the Bethlehem businesses should be responsible for driving the economic development of the marketing plan. Selectman Strand noted the marketing plan promotes Bethlehem businesses and the area and Ms. Sullivan explained the region benefits from larger area attractions.

Total Budget Overview- Chairman Morris went over the total budget increase from 2023 to 2024. Selectman Hibberd requested additional information on the ambulance stipend and how it should be implemented. Selectman Caplain agreed noting he was not comfortable with the \$40,000 increase to the ambulance budget. Selectman Strand anticipated potential changes to the stipend that would be discussed. Chairman Morris stated she believes the stipend would improve the department’s ability to maintain personnel and retain mutual aid partnerships with other towns. Chairman Morris continued that the additional cost could be offset by increased revenue from the ambulance. Selectman Bruno commented on how Chief Anderson has proactively recruited EMT personnel. Selectman Caplain would like to add money to the budget for the Traffic Calming task force to react to recommendations. Selectman Caplain also would like to see the rec budget reduced to the 2023 budget amount.

Selectman Caplain motioned to reduce the rec budget to 2023 amount. Selectman Bruno seconded. Selectman Hibberd explained she had a lot of questions regarding the rec budget, received answers, and supports the rec budget as is. The vote was denied 1-4.

It was recommended that the rec director reduce the pay increase.

FEMA Flood Plan Resolution- Chairman Morris motioned Pursuant to RSA 674:57, by resolution of the Board of Selectmen, all lands designated as special flood hazard areas by the Federal Emergency Management Agency (FEMA) in its "Flood Insurance Study for the County of Grafton, NH" dated February 8, 2024, together with the associated Flood Insurance Rate Maps Panels 33009C0330F, 33009C0340F, and 33009C0345F dated February 8, 2024 and 33009C0117E, 33009C0120E, 33009C0128E, 33009C0130E, 33009C0135E, 33009C0136E, 33009C0140E, 33009C0145E, 33009C0155E, 33009C0165E, 33009C0170E, 33009C0190E, 33009C0280E, 33009C0285E, 33009C0305E, 33009C0310E, and 33009C0335E dated February 20, 2008, are declared to be part of the Town of Bethlehem Zoning Ordinance and are hereby incorporated by reference. Selectman Bruno seconded the motion, and all were in favor.

Assessing RFP- Chairman Morris opened the response the assessing RFP from Commerford, Nieder, & Perkins, LLC. The board decided to discuss it at a future meeting.

Minutes 12/11- Chairman Morris motioned to accept the minutes from 12/11. Selectman Hibberd seconded and all were in favor.

FEMA Bric Grant-Maplewood Hill Road- Chairman Morris explained that Bethlehem was awarded a Hazardous Mitigation scoping grant from FEMA.

Chairman Morris motioned to accept the terms of the Building Resilient Infrastructure and Communities (BRIC) as presented in the amount of \$165,000.00 for completing a project scoping project under BRIC 22 to conduct the necessary engineering and prep work for a future mitigation project on Maplewood Hill Road. Furthermore, the Board acknowledges that the total cost of this project will be \$165,000.00, in which the town will be responsible for a 25% match (\$41,250.00). Selectman Hibberd seconded and the vote carried 4-0. Selectman Caplain abstained.

Chairman Morris motioned to authorize Mary Moritz, Town Administrator, signing authority on behalf of the town for the Building Resilient Infrastructure and Communities (BRIC) grant. Selectman Strand seconded and all were in favor.

2023 Budget Encumbrance **Selectman Hibberd** motioned to encumber **\$18,000** for the pool paint, **\$15,000** for asphalt, and **\$8,000** for banners and hardware for a total of **\$41,000**. **Selectman Bruno** seconded and all were in favor.

Liaison/Committee Update **Selectman Strand** updated the board that the Transfer Station Committee submitted the USDA grant.

**Selectman Bruno** suggested working with the resident who had mentioned submitting a petition warrant article for the All-Veteran's tax credit.

**Chairman Morris** motioned the select board submit an All-Veteran's tax credit for 2024 town meeting. **Selectman Hibberd** seconded and all were in favor.

**Selectman Caplain** noted his concern about the impact of the All-Veteran's tax credit warrant on the existing readoption of the Veteran's Tax credit but acknowledged the benefit of the warrant coming from the select board.

Other

Non-public Session per RSA 91A-3 II (personnel, reputation, and legal) **Chairman Morris** made a motion to go into non-public for reasons of reputation. **Selectman Strand** seconded and roll call followed.

**Selectman Hibberd** to approve both the expenses to be paid out of the Needy Child Trust. **Chairman Morris** seconded and all were in favor.

**Chairman Morris** made a motion to adjourn at 7:50. **Selectman Strand** seconded, and all were in favor.

Respectfully submitted,

Mary Moritz

Town Administrator



## 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 Bethlehem PO Box 189 Bethlehem, NH 03574		<b>Member Number:</b> 119	<b>Company Affording Coverage:</b> NH Public Risk Management Exchange - Primex <sup>3</sup> PO Box 23 Hooksett, NH 03106-9716		
Type of Coverage	Effective Date (mm/dd/yyyy)	Expiration Date (mm/dd/yyyy)	Limits - NH Statutory Limits May Apply, If Not:		
<input checked="" type="checkbox"/> <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 checked="" type="checkbox"/> <b>Automobile Liability</b> Deductible    Comp and Coll: \$1,000  <input type="checkbox"/> Any auto	1/1/2024	1/1/2025	Combined Single Limit (Each Accident)	\$2,000,000	
			Aggregate	\$10,000,000	
<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 checked="" type="checkbox"/> <b>Property (Special Risk includes Fire and Theft)</b>	1/1/2024	1/1/2025	Blanket Limit, Replacement Cost (unless otherwise stated)	Deductible: \$1,000	
<b>Description:</b> Proof of Primex Member coverage only.					

<b>CERTIFICATE HOLDER:</b>	<b>Additional Covered Party</b>	<b>Loss Payee</b>	Primex <sup>3</sup> - NH Public Risk Management Exchange  By: <i>Mary Beth Purcell</i> Date: 12/29/2023    mpurcell@nhprimex.org
State of NH Department of Safety 33 Hazen Drive Concord, NH 03305			Please direct inquires to: <b>Primex<sup>3</sup> Claims/Coverage Services</b> 603-225-2841 phone 603-228-3833 fax