

143 CJG



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

April 23, 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 Conway (VC# 177377-B001), Conway, NH 03818, in the amount of \$296,100.00 to support the first phase of West Side Road's elevation project. Effective upon Governor and Council approval through October 29, 2026. 100% Federal Funds.

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

02-23-23-236010-29200000 - Dept. of Safety – HSEM - HMGP
072-500574 Grants to Local Gov't - Federal
Activity Code: 23DR4516HM

SFY 2024
\$296,100.00

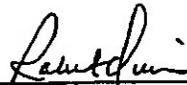
EXPLANATION

The purpose of this grant is for the Town of Conway to complete the first phase of their elevation of the West Side Road project by developing and conducting engineering, environmental, and feasibility studies, and also to complete an updated benefit-cost analysis. The grant listed above is funded by the Hazard Mitigation Grant Program (HMGP), which was awarded to the Department of Safety, HSEM, from the Federal Emergency Management Agency (FEMA). The HMGP provides funding to sub-recipients for cost-effective hazard mitigation activities that complement a comprehensive mitigation program. FEMA provides HMGP 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 HMGP is 90% Federally funded by FEMA with a 10% match requirement supplied by the sub-recipient. The sub-recipient acknowledges their match obligation as part of Exhibits B and C to their grant agreement.

In the event that HMGP 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

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 Conway (177377-B001)		1.4. Sub-Recipient Address PO Box 2680, Conway, NH 03818	
1.5 Sub-Recipient Tel. # 603-447-3811	1.6. Account Number AU #29200000	1.7. Completion Date October 29, 2026	1.8. Grant Limitation \$296,100.00
1.9. Grant Officer for State Agency Austin Brown, Section Chief of Mitigation & Recovery		1.10. State Agency Telephone Number (603) 227-8767	
"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>Mary Carey Seavey</i>		1.12. Name & Title of Sub-Recipient Signor 1 Mary Carey Seavey	
Sub-Recipient Signature 2 <i>Carl J. Thibodeau</i>		Name & Title of Sub-Recipient Signor 2 Carl J. Thibodeau	
Sub-Recipient Signature 3 <i>Steven Pater</i>		Name & Title of Sub-Recipient Signor 3 Steven Pater	
1.13. State Agency Signature(s) By: <i>Amy Newbury</i> On: 4/23/24		1.14. Name & Title of State Agency Signor(s) Amy Newbury, 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: <i>CA</i>		Assistant Attorney General, On: 04/30/24	
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.) *met* 2.) *CA* 3.) *SAR* Date: *3/12/24*

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.) MCS 2.) CJA

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

3.) SRP Date: 3/12/24

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

Subrecipient Initials: 1. JMB

2. CJT

3. SRR

Date: 3/12/24

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 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

Subrecipient Initials: MB

2.) JP

3.) SEP

Date: 3/12/24

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.) MCS 2.) CJT 3.) SAP Date: 3/12/24

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 Conway (hereinafter referred to as "the Subrecipient") \$296,100.00 to complete the first phase of the West Side Road Elevation project to conduct project scoping activities to include: field survey of topographic and boundary features, research of right-of-way documentation, hydrologic and hydraulic assessment, feasibility study/alternative analysis, cost estimating, public involvement, revisions of benefit-cost analysis, permitting, CLOMR certification, development of engineering design plans.
2. "The Subrecipient" agrees that the project grant period ends on October 29, 2026 and that a final performance and expenditure report will be sent to "the State" by November 29, 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 10% cost share required by this grant.
5. The Phase I deliverables must provide FEMA with the technical body of information to determine project eligibility. Upon receipt of the phase I deliverables, FEMA will conduct a Phase I technical review. If the Phase I technical review determines that the project is eligible, technically feasible, cost effective, and compliant with Environmental and Historic Preservation (EHP), the project may then be approved for construction under Phase II.

Phase I Deliverables:

1. Hydrologic and Hydraulic or Other Relevant Technical Data: Final H&H Criteria & Pre-Construction Conditions. The following conditions must be met and submitted to FEMA for review prior to construction:
 - For projects in the regulatory floodway or the Special Flood Hazard Area (SFHA), a final Hydrologic and Hydraulic (H&H) study must be submitted to analyze any upstream and downstream impacts.
 - The H&H software used must be applicable for floodplain modeling and stream analysis. The software must be capable of calculating water surface elevations and velocities along the floodway and floodplain. The software used must be from FEMA's list of approved software for flood mapping.
 - Existing and proposed conditions models are necessary to evaluate the net change in flood elevations for various storm events.
 - To meet the requirements of 44 CFR Part 9 and 60, a no-rise statement must be submitted to identify the following changes in the proposed water surface elevation:
 - Floodway - 0.00 ft increase (no rise)
 - Floodplain - less than 1.0 ft increase
 - The H&H study submitted must include the following information at a minimum:

Subrecipient Initials: 1) MCS 2) cyd 3) SRP Date: 9/12/24

- Hydrologic Data - Information used to determine peak flows/discharges for various design storm events, including those of the proposed level of protection. This information must be generated from applicable industry standard hydrology methodology or software. It is imperative that both input and output data is submitted.
 - Hydraulic Data – Information used to size and model the proposed structure. This also includes any secondary conveyance structures associated with the proposed mitigation action i.e., ditches, levees, storm drains, etc. Cross-sections generated must span the width of the floodplain and extend in sufficient distance both upstream and downstream of the proposed mitigation action.
 - Projects that affect the hydrologic or hydraulic characteristics of a flooding source resulting in changes to the existing regulatory floodway, the effective Base Flood Elevations (BFEs), or the Special Flood Hazard Area (SFHA) must require:
 - A Conditional Letter of Map Revision (CLOMR) prior to construction
 - A Letter of Map Revision (LOMR) post construction, prior to closeout
2. Final Design: A final design for the installation of culverts, roadway elevation, and permit compliance to ensure the design meets all regulatory requirements.
 3. Permit Compliance: Any change to the approved scope of work will require re-evaluation for compliance with NEPA and other Laws and Executive Orders. This review does not address all federal, state, and local requirements. Acceptance of federal funding requires recipient to comply with all federal, state, and local laws. Failure to obtain all appropriate federal, state, and local environmental permits and clearances may jeopardize federal funding. If ground disturbing activities occur during construction, applicant will monitor ground disturbance and if any potential archeological resources are discovered, will immediately cease construction in that area and notify the State and FEMA.
 4. Compliance with floodplain Management Requirements
 5. Refinement of the Cost-Effectiveness Assessment: A finalized Benefit Cost Analysis (BCA) will be completed to reflect the final design scenarios.
 - 1. EHP Review: The Non-Federal entities and FEMA will conduct a review of the final project design to ensure EHP compliance. The project will need to meet EHP requirements before Phase II approval.
 - 2. Phase II Amended Mandatory Forms: Budget Information for Construction Programs (SF-424C), Budget Narrative, cost estimate, timeline, Match Commitment letter, reflecting actual phase I costs, and estimated phase II costs.

The approved estimated time for the completion of Phase I of this project is **November 15, 2025, twenty-one (21) months** from date of FEMA award, February 15, 2024.

Subrecipient Initials: 1.) *MCS* 2.) *CGT* 3.) *SEP* Date: *3/12/24* Page 7 of 7

EXHIBIT C

Grant Amount and Payment Schedule

1. GRANT AMOUNT

	Sub-Applicant Share	Grant (Federal Share)	Cost Totals
Project Cost	\$32,900.00	\$ 296,100.00	\$ 329,000.00
Project Cost is 90% Federal Funds, 10% Applicant Share			
Awarding Agency: Federal Emergency Management Agency (FEMA)			
Award Title & #: Hazard Mitigation Grant Program (HMGP) 4516DRNHP00000065			
Catalog of Federal Domestic Assistance (CFDA) Number: 97.039			
Applicant's Unique Entity Identifier (UEI): D6JLA8DF7525			

2. PAYMENT SCHEDULE

- a. "The Subrecipient" agrees the total payment by "the State" under this grant agreement shall be up to \$296,100.00.
- 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 \$ 296,100.00 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, August 5, 2021, to the identified completion date (block 1.7).

Subrecipient Initials: 1) MLD 2.) CS 3.) ERP Date: 3/12/24

City/Town of Conway

CERTIFICATE OF AUTHORITY

March 12; 2024

I, Mary Carey Seavey Chairman of the Board (or other governing authority), Conway, NH, hereby certify that Andrew Smith (Name), DPW Director (Title), had authority to sign and enter into a grant agreement with the State of NH Division of Homeland Security and Emergency Management on March 12, 2024, for the City/Town of Conway, and, further, hereby authorize Andrew Smith to execute any and all contract and agreements related to the Hazard Mitigation Grant Program (HMGP) Agreement.

I further attest that Andrew Smith 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:

Mary Carey Seavey
Name
Title

State: New Hampshire

County:

On this 12 day of March ²⁰²⁴ 2024, before me, Krista Day (notary/JP's name), the undersigned officer, personally appeared Mary Carey Seavey 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.

Krista Day
Justice of the Peace/Notary
Commission Expires: March 22, 2028

KRISTA L. DAY
Notary Public - New Hampshire
My Commission Expires March 22, 2028

**Minutes of Meeting
CONWAY BOARD OF SELECTMEN
March 12, 2024**

The Selectmen's Meeting convened at 4:00 pm at Conway Town Hall with the following present: Mary Carey Seavey, Carl Thibodeau, John Colbath, Steve Porter, Ryan Shepard, Town Manager John Eastman and Executive Assistant Krista Day.

PLEDGE OF ALLEGIANCE

Ms. Seavey led the Board in the Pledge of Allegiance to the Flag.

APPROVAL OF AGENDA

Mr. Thibodeau noted that there would be one addition:

7a. Reappointment of Andrew Chalmers to the ZBA

Mr. Colbath moved, seconded by Mr. Shepard to approve the agenda as amended. The motion carried unanimously.

REVIEW AND APPROVAL ON UPDATED RENTAL LICENSING LETTER

Zoning Officer Nick DeVito explained that Town Counsel had recommended some changes and additions to the previously approved letter that was to be sent out to owners of rental properties.

The changes had to do with giving history on the Town's previous communications to rental owners.

Mr. Colbath noted that they had previously voted to send out the letter but take no further enforcement action until after the April vote.

Mr. DeVito agreed and noted that they would not begin enforcement until April 24, 2024.

Mr. Colbath moved, seconded by Mr. Porter, to approve and send the letter as presented. The motion carried unanimously.

DISCUSSION AND SIGNING OF GRANT AGREEMENT FOR WESTSIDE ROAD HAZARD MITIGATION

Mr. Eastman noted that Mr. Smith could not be here today, but that this was the grant agreement to begin to see if a hazard mitigation project was feasible on West Side Road.

Mr. Colbath moved, seconded by Mr. Porter, to have The Select Board, in a majority vote, accept the terms of the Hazard Mitigation Grant Program as presented in the amount of \$296,100.00 to complete the first phase of the West Side Road Elevation project to conduct project scoping activities to include: field survey of topographic and boundary features, research of right-of-way documentation, hydrologic and hydraulic assessment, feasibility study/alternative analysis, cost

estimating, public involvement, revisions of benefit-cost analysis, permitting, CLOMR certification, development of engineering design plans. Furthermore, the Board acknowledges that the total cost of this project will be \$329,000.00, in which the town will be responsible for a 10% match (\$32,900.00). The motion carried unanimously.

Mr. Colbath moved, seconded by Mr. Shepard, to authorize Chairman Seavey to sign the certificate of authority to authorize Public Works Director Andrew Smith to execute any and all contracts and agreements related to the Hazard Mitigation Grant Program Agreement. The motion carried unanimously.

CHARITABLE GAMING NON-PROFIT UPDATE

Town Planner Ryan O'Connor explained that he wanted to give the information out for local charities to register to be able to benefit from the soon to be constructed Charitable Gaming casino in Town.

The information is as follows:

Criteria for non-profits:

- A non-profit must be registered with the NH Secretary of State as a domestic non-profit for a minimum of 1 year and be in good standing;
- A non-profit must be registered with the NH Attorney General's Charitable Trust Division;
- A non-profit must be a 501c(3), 501c(4), 501c(7), 501c(8), 501c(10) or 501c(19);
- A non-profit must have a board of directors of at least 2 people; a president or Board Chair, and a treasurer.

The following information should be sent as soon as possible to the Conway Poker Room Charitable Coordinator, Brigit Ordway at brigitordway@p2enh.com

- The legal registered name of the non-profit
- Registration certificate from the NH Attorney General's Charitable Trust Division
- A copy of the IRS letter of determination with the full EIN of the non-profit

After some discussion about Senate Bill 472 which would allow the host community to benefit for up to 10 days from a charitable gaming facility, Mr. Thibodeau suggested the Board write a letter in support.

Mr. Colbath moved, seconded by Mr. Porter, to write a letter to the sponsors of SB 472 to express the Town of Conway's hope that they will support the passing of this bill and further to request that the Senate find a way to guarantee that the host town will get 10 days each year. Further, the Board authorizes the Chair to sign this letter out of session. The motion carried unanimously.

DISCUSSION OF PROPERTY OWNER LETTER FOR TREE REPLACEMENT

Mr. O'Connor presented a draft letter to send to the properties that were affected by the cutting of trees by New Hampshire Electric Co-op.

Mr. O'Connor stated that they wanted to open the lines of communication so the owners can work with the Planning Department to come up with a plan moving forward.

Mr. Colbath stated that he would love to see the businesses work together and to see the Town crew assist to come up with a group solution.

Mr. Porter moved, seconded by Mr. Colbath, to authorize the Chair to sign the letter as presented and send to effected properties. The motion carried unanimously.

REAPPOINTMENT OF ANDREW CHALMERS TO THE ZBA

Mr. Porter moved, seconded by Mr. Shepard, to reappoint Andrew Chalmers to a 3 year term on the ZBA. The motion carried unanimously.

REVIEW OF RECEIPTS

The receipts were available for review.

SIGNING OF DOCUMENTS

- a. Permit to Sell Raffle Tickets for Vaughan Community Service Strawberry Festival (6/29/24)
- b. Permanent Application for Property Tax Credits/Exemptions on Map/Lot 262-79.007
- c. Permanent Application for Property Tax Credits/Exemptions on Map/Lot 259-41
- d. Permanent Application for Property Tax Credits/Exemptions on Map/Lot 277-176
- e. Permanent Application for Property Tax Credits/Exemptions on Map/Lot 234-80
- f. Permanent Application for Property Tax Credits/Exemptions on Map/Lot 254-29.173
- g. Permanent Application for Property Tax Credits/Exemptions on Map/Lot 254-29.38
- h. Permanent Application for Property Tax Credits/Exemptions on Map/Lot 254-29.20
- i. Permanent Application for Property Tax Credits/Exemptions on Map/Lot 262-83.112
- j. Permanent Application for Property Tax Credits/Exemptions on Map/Lot 254-29.63
- k. Permanent Application for Property Tax Credits/Exemptions on Map/Lot 254-29.145
- l. Permanent Application for Property Tax Credits/Exemptions on Map/Lot 254-29.100
- m. Permanent Application for Property Tax Credits/Exemptions on Map/Lot 262-83.277
- n. Permanent Application for Property Tax Credits/Exemptions on Map/Lot 262-83.219
- o. Permanent Application for Property Tax Credits/Exemptions on Map/Lot 262-83.260
- p. Permanent Application for Property Tax Credits/Exemptions on Map/Lot 258-63
- q. Permanent Application for Property Tax Credits/Exemptions on Map/Lot 231-117.1
- r. Permanent Application for Property Tax Credits/Exemptions on Map/Lot 247-28
- s. Permanent Application for Property Tax Credits/Exemptions on Map/Lot 260-24
- t. Permanent Application for Property Tax Credits/Exemptions on Map/Lot 265-161-32
- u. Abatement of Taxes on Map/Lot 262-83.023
- v. Abatement of Taxes on Map/Lot 268-154
- w. Abatement of Taxes on Map/Lot 225-25.002
- x. Abatement of Taxes on Map/Lot 225-27.001
- y. Abatement of Taxes on Map/Lot 242-5
- z. Abatement of Taxes on Map/Lot 250-205
- aa. Abatement of Taxes on Map/Lot 254-29.196
- bb. Abatement of Taxes on Map/Lot 262-83.136
- cc. Abatement of Taxes on Map/Lot 265-161.347
- dd. Abatement of Taxes on Map/Lot 268-152.001
- ee. Abatement of Taxes on Map/Lot 268-152.002
- ff. Abatement of Taxes on Map/Lot 201-10.013
- gg. Abatement of Taxes on Map/Lot 275-87
- hh. Abatement of Taxes on Map/Lot 280-40
- ii. Abatement of Taxes on Map/Lot 285-1

- jj. Abatement of Taxes on Map/Lot 202-139
- kk. Abatement of Taxes on Map/Lot 277-115
- ll. Abatement of Taxes on Map/Lot 262-86.2

Mr. Colbath moved, seconded by Ms. Seavey , to sign the documents listed above in a. through t. The motion carried unanimously.

Mr. Colbath moved, seconded by Mr. Shepard, to sign the document listed above in u. The motion carried (4-0-1) with Mr. Porter abstaining.

Mr. Colbath moved, seconded by Mr. Porter, to sign the documents listed above in v. through ll. The motion carried unanimously.

CONSIDERATION OF BILLS

- a. AP Manifest dated 3/14/2024

Mr. Colbath moved, seconded by Mr. Porter, to sign the AP manifest dated 3/14/2024. The motion carried unanimously.

RATIFICATION OF DOCUMENTS SIGNED OUT OF SESSION

- a. AP Manifest dated 3/7/2024
- b. Payroll dated 3/7/2024

Mr. Colbath moved, seconded by Mr. Shepard, to ratify the documents listed above in a. and b. The motion carried unanimously.

REVIEW AND CONSIDERATION OF SPECIAL EVENT APPLICATION(S)

- a. First Church of Christ Strawberry Festival (6/29/24)
- b. NCCC Food Festival (5/25/24)
- c. FOCR Softball Tournament (6/21/24-6/23/24)

Mr. Colbath moved, seconded by Mr. Porter, to sign the special event applications as listed above in a. through c. The motion carried unanimously.

CONSIDERATION OF MINUTES

- a. Regular Minutes from 2/27/2024

Mr. Colbath moved, seconded by Mr. Porter, to adopt the minutes listed above as written. The motion carried unanimously.

TOWN MANAGER REPORT

Mr. Eastman stated that the Board had been invited to the local STEM Expo on March 20, 2024 at the Living Shores Aquarium.

Mr. Eastman noted that he had met with a representative for the American Cross Blood Drives.

He encouraged people to donate.

The next drive was April 9, 2024.

Mr. Colbath noted that he believed this partnership was great.

In terms of uncollected tax payments for the 2nd bill that was due in January, they had collected all but 3/9%.

Mr. Colbath wanted to review how the Town paid for the abatements.

Mr. Eastman noted that they paid from the overlay account.

DEPUTY TOWN MANAGERS REPORT

Mr. DegliAngeli stated that the Conservation Commission would be meeting the next evening to go over the preliminary design for phase 2 of the rec path.

He explained that it would go from Cranmore, through Whitaker Woods, and eventually under Route 16 with a tunnel.

He stated that there would be a public hearing on this in the future.

Mr. DegliAngeli explained that he had met with DOT last week regarding the next phase of the Main Street Project.

He stated that they had begun meeting with the CVFD in order to have a smooth transition in January.

Mr. Thibodeau asked how the skier vs walker issues were going in Whitaker Woods.

Mr. DegliAngeli explained that he believed it was going better, but now the issue seemed to be with dogs not being under the control of their owners.

BOARD REPORTS AND COMMENTS

Mr. Porter noted that the Planning Board would be meeting on Thursday.

Mr. Colbath stated that the ZBA would be meeting later this month and the Economic Council would not be meeting until April.

Mr. Shepard stated that the Budget Committee would be meeting on March 27, 2024 and the Historic District Commission would be meeting on April 3, 2024.

He added that Yankee magazine had named North Conway one of the best places to live.

Mr. Thibodeau gave the February airport report.

Mr. Colbath wanted to discuss voting machines.

Ms. Inkell explained that he had attended part of Jackson election and that they were using the new Voting Worx machines.

She explained that they had meet all necessary approvals to be used.

Ms. Inkell further explained that they were \$7,000 each and they would need one for the school and one for the town.

She noted that if they wanted to use them for the November election, they would need to have them for the September election.

She explained that they need to find a few specific warrant articles from the past in order to use them as well.

Ms. Inkell also explained that they could look into purchasing new electronic poll books which would speed up checking in voters.

Those would be \$2,000 each and they would need at least 4.

Mr. Thibodeau asked that the discussion of voting machines be added to next weeks agenda.

PUBLIC COMMENTS AND MEDIA QUESTIONS

Wryan Feil asked if they would be having a member of the public on the committee for ambulance contracts.

Mr. DegliAngeli noted that it could be considered and elaborated that they hope to establish a scope of work through non-binding referendums on a future warrant.

Mr. Feil explained that he would like the Town to consider having someone from the citizenry.

There was discussion regarding the levels of service in Town and how the ambulance contract in the past had been bottom line driven therefore the required levels of care were the lowest that they could have required.

Ms. Seavey would like these discussions to start sooner than later.

Mr. DegliAngeli noted that while they will begin taking over water and sewer on January 1, 2025, the ambulance contract was in effect until January 1, 2027.

There was discussion regarding private vs. public ambulance services. Statewide, number of private contractors is dwindling.

Wryan Feil stated that he would like public input on which voting machine to choose.

Ms. Inkell noted that only one had been approved for use by the Attorney General's office.

voting machines: presenting options to the public

Mr. Feil asked how the addition of the recreation path would affect the budget.

Mr. DeliAngeli noted that they do not believe adding the maintenance of the rec path would increase the budget substantially, but would involve labor.

He did not see the need to increase staff.

In terms of pavement in the future, he estimated that it would cost approximately \$25,000 per mile at current pavement prices.

Daymond Steer from the Conway Daily Sun asked Mr. Porter if he was satisfied with his abatement.

Mr. Porter stated that he believed it was still slightly inflated but that it was what it was.

Mr. Steer had a question regarding Chapter 72.

Mr. DeVito stated that proposed changes are enacted 180 days prior to any election, therefore they are operating as if the amendments to Chapter 72 have been adopted by the Town.

At 6:05 pm, Mr. Colbath moved, seconded by Mr. Porter, to go into non-public session under 91-A:3 II (c). The motion carried unanimously.

NON-PUBLIC RSA 91-A:3 II (C) TAX MATTER

The Board returned to public session at 6:15 pm.

Mr. Colbath moved, seconded by Mr. Thibodeau, to seal the minutes from this non-public session as divulgence of the information would render the proposed action ineffective. The motion carried unanimously.

ADJOURN

At 6:15 pm, Mr. Colbath moved, seconded by Mr. Porter, to adjourn the meeting. The motion carried unanimously.

Respectfully Submitted,

Krista Day
Executive Secretary



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: Town of Conway 1634 East Main Street Center Conway, NH 03813		Member Number: 146	Company Affording Coverage: NH Public Risk Management Exchange - Primex ³ 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"/>	General Liability (Occurrence Form) Professional Liability (describe) <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)	
	Automobile Liability Deductible Comp and Coll: \$1,000 <input type="checkbox"/> Any auto			Combined Single Limit (Each Accident)	
				Aggregate	
<input checked="" type="checkbox"/>	Workers' Compensation & Employers' Liability	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	
	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
			By: <i>Mary Beth Purcell</i>
			Date: 3/13/2024 mpurcell@nhprimex.org
State of New Hampshire Department of Safety Homeland Security & Emergency Management 33 Hazen Drive Concord, NH 03301			Please direct inquires to: Primex³ Claims/Coverage Services 603-225-2841 phone 603-228-3833 fax