



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

November 25, 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 Derry (177379-B003), 14 Manning St., Derry, NH 03038, in the amount of \$12,656.51 to update their Hazard Mitigation Plan (HMP). Effective upon Governor and Council approval through September 23, 2027. **100% Federal Funds.**

Funding is available in the SFY 2025 operating budget as follows:

02-23-23-236010-43930000	Dept. of Safety – HSEM – BRIC	
072-500574	Grants to Local Gov't - Federal	<u>SFY 2025</u>
Activity Code: 23BRIC 2023		\$12,656.51

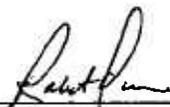
EXPLANATION

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

BRIC is 75% Federally funded by FEMA with a 25% 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 BRIC funds are no longer available, General Funds and/or Highway Funds will not be requested to support this program.

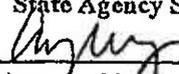
Respectfully submitted,


Robert L. Quinn
Commissioner of Safety

GRANT AGREEMENT

The State of New Hampshire and the Sub-Recipient 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 Derry (177379-B003)		1.4. Sub-Recipient Address 14 Manning St, Derry NH 03038	
1.5. Sub-Recipient Tel # 603-432-6100	1.6. Account Number AU #43930000	1.7. Completion Date September 23, 2027	1.8. Grant Limitation \$12,656.51
1.9. Grant Officer for State Agency Austin Brown, Chief of Mitigation & Recovery		1.10. State Agency Telephone Number (603) 271-2231	
"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 		1.12. Name & Title of Sub-Recipient Signor 1 David R. Cannon Town Administrator	
Sub-Recipient Signature 2		Name & Title of Sub-Recipient Signor 2	
Sub-Recipient Signature 3		Name & Title of Sub-Recipient Signor 3	
1.13. State Agency Signature(s) By:  On: 11/25/24		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:  Assistant Attorney General, On: 11/28/2024			
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").

Sub-Recipient Initials: 1.) ~~_____~~ 2.) ~~_____~~

3.) ~~_____~~ Date: 10/16/2024

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

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

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

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

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

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

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

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

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

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

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

7. PERSONNEL.

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

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

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

8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

Sub-Recipient Initials: 1.) 2.)

3.) Date: 10/12/11

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

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 give the Contractor a written notice specifying the Event of Default and set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

8.3. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

9. TERMINATION.

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT B. In addition, at the State's discretion, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement.

10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

10.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video

recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

10.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

10.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

12.1 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. INDEMNIFICATION. Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omission of the Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

3.) ~~XXXXXXXXXX~~ Date: 10/16/01

Sub-Recipient Initials: 1.) DNZ 2.) ~~XXXXXXXXXX~~

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

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

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

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

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

15. WORKERS' COMPENSATION.

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

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

16. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

17. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of

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

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

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

20. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

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

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

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

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings with respect to the subject matter hereof.

Sub-Recipient Initials: 1.) DM 2.)

3.)

Date: 10/16/2017

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 Sub-Recipient" 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 Sub-Recipient" must be expended within thirty (30) days of receiving the advanced funds.
4. "The Sub-Recipient" 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 Sub-Recipient" 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 Sub-Recipient" has or will notify their auditor of the above requirements prior to performance of the audit. "The Sub-Recipient" 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 Sub-Recipient" will advise the auditor to cite specifically that the audit was done in accordance with OMB Circular 2 CFR 200. "The Sub-Recipient" 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.

5. The "Sub-Recipient" will be required to provide the formally approved Local Hazard Mitigation Plan electronically at the completion of the project.

Sub-Recipient Initials: 1.)

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3.)

Date: 10/10/24

EXHIBIT B

Scope of Work, Project Tasks & Deliverables, and Project Review & Conditions

1. SCOPE OF WORK

The Department of Safety, Division of Homeland Security and Emergency Management (hereinafter referred to as "the State") is awarding the **Town of Derry** (hereinafter referred to as "the Sub-Recipient") \$12,656.51 within the Federal Fiscal Year 2023 Building Resilient Infrastructure and Communities (BRIC) grant.

"The Sub-Recipient" shall utilize the above referenced funding to update the hazard mitigation plans for the Town of Derry in accordance with 44 CFR Part 201.

"The Sub-Recipient" agrees that the period of performance ends on September 23, 2027 and by that date the aforementioned hazard mitigation plans must be completed and have received formal approval by New Hampshire Homeland Security and Emergency Management (HSEM). All completed invoices must be sent to "the State" by October 23, 2027, thirty (30) days after the period of performance ends and a final performance and expenditure report will be sent to "the State" by October 23, 2027.

2. PROJECT TASKS AND DELIVERABLES – NEW LOCAL HAZARD MITIGATION PLAN

Project tasks and deliverables within this section are to be referenced for the reimbursement process. Per the Scope of Work, "the Sub-Recipient" is required to develop/update the community's local hazard mitigation plan in accordance with 44 CFR Part 201 to ensure formal approval.

The Town/City, NH will prepare a Local Hazard Mitigation Plan Update in accordance with FEMA guidelines for Hazard Mitigation Planning. The Town/City may be assisted, by a vendor of their choice, for this scope of work. The Town/City's updated plan will address mitigation of multiple natural hazards that may affect the community, including Avalanche, Coastal Flooding, Inland Flooding, Drought, Earthquake, Extreme Temperatures, High Wind Events, Landslide, Lightning, Severe Winter Weather, Solar Storms and Space Weather, Tropical and Post-Tropical Cyclones, and Wildfires.

The planning process will include the following actions and elements:

Task 1-3

1. Grant Award and Contracting:

The community will procure services to facilitate this planning process update

- Official Notification of Award
- Provide Contractor Selection to NH HSEM
- Execute a contract

2. Select and Hire a Vendor:

Sub-Recipient Initials: 1.) Derry

2.) [Redacted]

3.) [Redacted]

Date: 10/10/2021

The vendor will document the process used to develop the updated plan, including but not limited to:

- How the plan update was prepared
- Who was involved in this process
- How the public was involved (i.e., Community outreach, local planning team participation)

3. Convene a local Hazard Mitigation Planning Committee:

The Town/City will convene a local Hazard Mitigation Planning Team. Members should include a cross-section of the community, such as residents, government officials, community leaders and business owners. This team will serve as a liaison to the vendor and assist in the plan update by providing access to relevant local data, facilitating community input on plan recommendations and priorities, reviewing draft products, and assisting with outreach to community stakeholders. With the vendor's facilitation and technical assistance, the Town/City Hazard Mitigation Planning Team will:

- Develop a mission statement
- Assign roles and responsibilities
- Develop a specific timeline for planning activities
- Hold a minimum of two community public meetings during the planning process update, one during the production of the plan update, and one during the review of the draft plan update,
- Solicit input from key stakeholders in the community, including business associations, local or regional institutions, local NGO's, and residents.
- Conduct local outreach to stakeholders through postings on the municipal web site, outreach to local print and/or online press, and use of local access cable TV where available. Outreach to neighboring communities will also be conducted:
- Provide input regarding the feasibility and prioritization of mitigation measures
- Review the draft plan update and its goals and proposed mitigation projects
- Oversee the implementation, maintenance and updating of the plan update

Task 4. Revisit the Hazard Profiles for each Hazard that impacts the community:

- Using the best available existing data, the vendor will update a map of areas affected by multiple natural hazards for the Town/City. A set of hazard maps will be included within the updated Hazard Mitigation plan, and GIS files will be made available to the Town/City for integration with their other community plans. These maps will be the basis for the communities known hazards. The hazard identification update will include an assessment of the community's risks that summarizes the vulnerability of each hazard based on the location, extent, probability, and severity of the hazards. A vulnerability analysis will be conducted; your vendor may consider using FEMA's HAZUS-MH, as well as, a GIS map analysis to delineate those critical facilities that are located within mapped hazard areas.
- The Town/City will update the description and prioritization of the natural hazards that have occurred within the community since the last plan update.

Sub-Recipient Initials: 1.) DA

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Date: 10/10/2017

Task 5. Facility Inventory:

The Town/City will prepare an updated inventory of facilities and explain how these facilities intersect with the known hazards for the community. This task will be based on input from the community and the best available state and local information. This data may be used to develop updated GIS maps of the following items:

- Critical facilities, including the following, if they exist in the community:
 - Emergency operations centers
 - City or town offices
 - Water and wastewater treatment plants
 - Sewage pumping stations
 - Police or fire stations
 - Schools
 - Hospitals
 - Day-care facilities
 - Public works garages
 - Nursing homes/elderly housing
 - Emergency shelters
- Economic Drivers:
 - Large Businesses
 - Large Employers
 - Historical or Cultural sites
- All repetitive flood loss structures and structures which have incurred substantial damage, if they exist, as defined by FEMA. These buildings(s) must be analyzed by type (Commercial / Residential), number, and general location as it relates to the known hazard areas. The addresses and associated data will be provided, upon request to, the community by the State NFIP Coordinator.
- Land use maps that depict the location of developed land uses, delineated by categories based on use (e.g., residential, commercial, industrial, institutional, other public use, etc.) and how it intersects with known hazards.
- Anticipated future land use areas and how they intersect with known hazards.

Task 6: Vulnerability:

Based on the previous information from Task 5, the Town/City will update the overview of each of the specific hazards and the community's vulnerability to those specific hazards. This vulnerability assessment, if possible, will include:

- Problem Statements: These will summarize the biggest issues for the community in terms of; Types and numbers of buildings, infrastructure, and critical facilities located in the hazard areas.
- All existing multiple hazard protection measures within the community, including protective measures under the National Flood Insurance Program (NFIP).
- A description of each measure, the method of enforcement, and/or the point of contact responsible for implementation of each measure.
- Historical performance of each measure and a description of improvements or changes needed.
- General description of land uses and development trends to incorporate future land use decisions.

Task 7. Mitigation Goals:

Sub-Recipient Initials: 1.)

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Date: 10/16/24

The Town/City, with vendor support, will update the mitigation strategies specific to the community's exposure to and impacts from identified natural hazards. The strategy will include:

- Create, edit, or delete goals as needed;
- Obtain public input;
- Analyze existing capabilities;
- Review mitigation actions in the previous plan and identify progress implementing those actions (include current status along with reasons why there may have been little or no progress).
- Describe how the community's priorities have changed since the previous Hazard Mitigation Plan.
- Include a description of the NFIP program and how the community will continue compliance over the next five years.
- Update a list of mitigation goal statements that focus on reducing the risks from the identified natural hazards. The goal development and project prioritization will be conducted by the Hazard Mitigation Planning Team. An example of a goal statement and an objective would be:
 - GOAL: Increase coordination between Federal, state, municipal, and private resources in pre-disaster planning, post-disaster recovery, and continuous hazard mitigation implementation.
 - OBJECTIVE: Identify the availability of additional private and public sector financial incentives for homeowners, businesses and municipalities that will allow the development and implementation of cost-effective hazard mitigation measures in high-risk areas.

Task 8. Actions:

A section that identifies and analyzes a comprehensive range of specific mitigation actions and projects being considered to reduce the effects of each hazard, with particular emphasis on new and existing buildings and infrastructure. This section will include a list of prioritized hazard mitigation projects that best meet the communities' needs for multiple hazard damage reduction:

- These projects may be non-structural (e.g., planning, regulatory measures, property acquisition, retrofitting, elevation) or structural (e.g., seawalls, dams, dikes) solutions.
- At a minimum, this list of prioritized projects will be based on a process that results in identification of cost-effective hazard mitigation projects with public input, including:
 - An analysis of proposed mitigation projects focused on several key areas, including but not limited to economic (including benefits and costs), engineering, technical, legal, environmental, social, and political feasibility. Selected options will best fit the community's needs and meet most or all aspects of the feasibility analysis.
 - Coordination with relevant Federal and state agencies for input and technical assistance.
- Revise and update the mitigation action plan.
- Identify integration opportunities throughout the community, as well as, how the data and information from the previous plan was integrated into other mechanisms over the last five years

Task 9. Plan Review, Evaluation, and Implementation

In order to continue to be an effective representation of the jurisdiction's overall strategy for reducing its risks from natural hazards, the mitigation plan must reflect current conditions. This will require an assessment of the current development patterns and development pressures as well as an evaluation of any new hazard or risk information.

- The plan must describe changes in development that have occurred in hazard prone areas and increased or decreased the vulnerability of each jurisdiction since the last plan was approved.

Sub-Recipient Initials: 1.)

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- The plan must describe the status of the hazard mitigation actions in the previous plan by identifying those that have been completed or not completed. For actions that have not been completed, the plan must either describe whether the action is no longer relevant or be included as part of the updated action plan.
- The plan must describe if and how any priorities changed since the plan was previously approved. If no changes in priorities are necessary, plan updates may validate the information in the previously approved plan.

Task 10. Maintenance:

- The Town/City in conjunction with the planning team will monitor, evaluate, and update the plan.
- The Planning Team will assist the Town/City in the implementation and incorporation of the plan's goals into other local planning processes, such as a Comprehensive Plan, or other local by-laws and ordinances.
- The completed plan update will include an implementation schedule with procedures for ensuring the plan's implementation, updating and revision every five years.

Task 11. Public Review of Draft:

- The Planning Team will work with the community for continued public involvement to include public review of the draft plan.

Task 12. Review and Approval:

- Submit the plan update to NH HSEM /FEMA for review; revised based on NH HSEM/FEMA comments; submit revised plan update for approval pending adoption.
- When APA is received, the plan update will be brought before the City Council or Board of Selectmen in the community for adoption.
- Send the final adopted plan update to NH HSEM/FEMA, Receive approval by FEMA.
- Non-regulatory Grant Closeout

3. PROJECT REVIEW AND CONDITIONS

"The Sub-Recipient" shall submit quarterly progress reports, drafts, and final updated local hazard mitigation plans for aforementioned communities. Quarterly reporting shall begin in the quarter in which this grant agreement is approved, shall be submitted within fifteen (15) days after the end of a quarter, and shall continue until the project is completed.

"The Sub-Recipient" agrees to submit draft plans to HSEM, electronically, for review and comment. Upon notification of Approvable Pending Adoption (APA) the Sub-Recipient shall obtain community adoption of the plan no later than twelve months from APA and submit electronic copies of the adoption documentation and the final plan for Formal Approval.

"The Sub-Recipient" further agrees to promptly address all required revisions arising from HSEM reviews, and resubmit revised draft plan(s) to HSEM.

Sub-Recipient Initials: 1.) PL

2.) [Redacted]

3.) [Redacted]

Date: 10/16/2017

"The Sub-Recipient" agrees to provide copies of the formally approved plans to HSEM in electronic format upon receipt of the Federal Emergency Management Agency's approval letter.

"The Sub-Recipient" agrees to comply with all applicable federal and state laws, rules, regulations, and requirements.

"The Sub-Recipient" shall maintain financial records, supporting documents, and all other pertinent records for a period of three (3) years from the grant period end date as identified in HSEM's closeout letter. In these records, "the Sub-Recipient" shall maintain documentation of the 25% cost share required by this grant.

EXHIBIT C

Grant Amount and Payment Schedule

1. GRANT AMOUNT

	Sub-Applicant Share	Grant (Federal Share)	Cost Totals
Project Cost	\$4,218.84	\$12,656.51	\$16,875.35
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-2023-BR-004			
Assistance Listings Number: 97.047			
Applicant's Unique Entity Identifier (UEI): K1D1GBYMW4R1			

2. PAYMENT SCHEDULE

- a. "The Sub-Recipient" agrees the total payment by "the State" under this grant agreement shall be up to **\$12,656.51** and allocated to individual plan development as follows:

Jurisdiction	Federal Share	Sub-Applicant Share
Town of Derry	\$12,656.51	\$4,218.84

Nothing in this allocation shall affect "the Sub-Recipient's" obligation to maintain financial records including documentation of the 25% cost share required by this grant.

- b. All services shall be performed to the satisfaction of "the State" before payment is made. All payments shall be made upon receipt and approval of stated tasks and upon receipt of associated reimbursement request(s). Documentation of completed deliverables and match committed shall be provided with each payment request. The amount per community is limited to the amounts stated in paragraph "a" above. Payment shall be made in accordance with the following schedule based upon completion of specific tasks and deliverables described in Exhibit B:

Task Completed	% of Individual Plan Cost to be Billed
Task 1. Document the Planning Process <ul style="list-style-type: none"> Grant Award and Contracting Select and Hire a Vendor Convene a Local Hazard Mitigation Planning Committee 	20%
Task 2. Conduct a Hazard Identification and Risk Assessment <ul style="list-style-type: none"> Revisit the Hazard Profiles Facility Inventory Vulnerability Assessment 	20%
Task 3. Identify Mitigation Actions <ul style="list-style-type: none"> Mitigation Goals 	20%
Task 4. Prioritize Mitigation Actions <ul style="list-style-type: none"> Mitigation Actions 	20%

Sub-Recipient Initials: 1.) [Signature]

2.) [Signature]

3.) [Signature]

Date: 12/14/23

Task 5. Submit completed plan for review, revisions, and receive APA status <ul style="list-style-type: none"> • Plan Review, Evaluation, and Implementation • Plan Maintenance • Public Review of Draft 	15%
Task 6. Submit Adopted Plan and receive Formal Approval <ul style="list-style-type: none"> • Review and Approval 	5%

c. Upon Governor and Executive Council Approval, allowable match may be incurred for this project from the start of the federal period of performance of this grant, September 24, 2024, to the identified completion date (block 1.7).

TOWN OF DERRY

Town Council
Derry Municipal Center
14 Manning Street



Tuesday October 15, 2024
3rd Floor Meeting Room

MINUTES

5:30 PM Call to order – Chair Spencer

Roll Call: Councilors Webb, Foote, Chirichiello, MacEachern, Chair Spencer
Present: TA Dave Caron, Town Clerk Tina Guilford

Pledge of Allegiance, warning of fire exits, handicap access, & turn off all cell phones

Workshop

24-100 Resolution #2024-066 – Enter into a Master Development Agreement with LMG-NH for the redevelopment of Abbott Court – *Town Administrator Dave Caron presenting*

On November 2, 2021, with Resolution #2021-075, the Town has been working with LMG under a Memorandum of Understanding so that LMG could engage with the Town's land use boards and produce timelines of development. We are now working on the next phase which is a Master Development Agreement. Under this agreement, LMG will construct under Phase One – 110-125 units of market rate housing and a 275-300 space parking structure. Phase Two is 10,000 sq ft of retail/commercial and 20 walk up units above the retail commercial. The Town will sell land at Abbot Court to LMG, the Town will own the parking structure under the condominium arrangement and the Town will be responsible for securing retail/commercial tenants at 50% occupancy level at issuance of CO. There are various financing options available that Town Council will need to consider for the future.

Public Forum – 30 Minutes*

**Motion by Councilor MacEachern to open public forum, seconded by Councilor Foote
All Agreed**

Steve Trefethen, West Broadway – When will the public be paying the fee to park? Per Town Administrator Dave Caron, once the garage is built, it will be open to the public. The fees would be set by the Council.

Tom Cardon, Cunningham Dr – Will the presentation be available online? Council Chair responds yes.

**Motion by Councilor MacEachern to close public forum, seconded by Councilor Foote
All Agreed**

Consent Agenda

- 24-101 Approve Minutes – October 1, 2024
- 24-102 Approve Minutes – October 7, 2024
- 24-103 Resolution #2024-067 – Approve a Supplemental Appropriation to purchase capital equipment and to authorize the execution and delivery of a Master Lease Purchase Agreement

Councilor MacEachern moves to approve the Consent Agenda, seconded by Councilor Foote

Roll Call Vote: 5-0-0

Chair Report – Chair Spencer

Building & Property Maintenance Committee

Chairman Spencer moves to appoint Nicolas Underwood as member of the Building & Property Maintenance Committee for a term to expire March 31, 2025, seconded by Councilor Foote

Roll Call Vote: 5-0-0

Derry Public Library Board of Trustees

Chairman Spencer moves to appoint Meryle Zusman as a member of the Derry Public Library Board of Trustees for a term to expire March 2025, seconded by Councilor Foote

Roll Call Vote: 5-0-0

Planning Board

Chairman Spencer moves to appoint Brittney Lavoie as an Alternate member to the Planning Board for a term to expire March 31, 2027, and Tom Mauzy as an Alternate member to the Planning Board for a term to expire March 31, 2025, seconded by Councilor Foote

Roll Call Vote: 5-0-0

Town Administrator's Report – Town Administrator Dave Caron

In regard to Exit 4A, we will soon be developing proposals with stakeholders adjacent to the Police Station regarding future land uses once Contract B is complete.

Public Works has the end of Sunset closest to Windham Road closed as contractors seek to replace that culvert with completion hopefully in the next 3-4 weeks. The Health Division reports no positive EEE tests as yet from the trapping of the limited number of mosquitos in the area.

Looking at our Finances, early in the year all major revenue sources are trending at or above expectations. We will be adjusting our internal procedures by increasing the threshold for which a purchase order is necessary to \$5000.00. This action will not impact the current thresholds for seeking competitive bids. DPW Fiscal Specialist Scout Emerick completed an analysis of staff resources necessary to issue PO's at the \$1K level and demonstrated the time savings and maintenance of internal controls at the new, higher level. Job well done Scout.

Central Fire Station construction has masons continuing to work on interior walls and interior partitions. The base paving was completed last week. Exterior sheathing to begin soon. We have signed agreements with Lavalee/Brensinger to begin analysis of the Police Facility. A group from the Town of Hillsborough was here last week to look at our layout as they attempt to address their space needs.

Liz Robidoux reached out to Salem on the proposed casino location. Based upon the location and existing road network in Salem, we do not anticipate any adverse impacts in Derry. We did broach the issue of whether any funds would be allocated for any adverse societal impacts and expressed our belief that such resources should be available on a regional basis. Staff will continue to monitor.

The Zoning Board did deny a variance which would have allowed residential units on the first floor at a parcel on Crystal Avenue. We believe the ZBA's decision was appropriate and supportive of commerce in our Downtown area.

MOTION by Councilor Foote reorder the agenda and move item 24-105 to now, seconded by Councilor Chirichiello
Roll Call Vote: 5-0-0

24-105 Resolution #2024-070 – Direct the Tax Collector not to execute certain tax deeds – *Tax Collector Stacey Beliveau presenting.*

This Resolution is to refuse to accept a deed on certain properties as acceptance of the deed would not be in the Town's best interest.

Councilor Foote MOVES THAT THE TOWN COUNCIL adopt Resolution #2024-070 which reads as follows [Read the Resolution], seconded by Councilor MacEachern
Roll Call Vote: 5-0-0

MOTION by Councilor MacEachern reorder the agenda and move item 24-104 to now, seconded by Councilor Foote
Roll Call Vote: 5-0-0

24-104 Resolution #2024-069 – Authorize expenditures from Police Revolving Fund – *Police Chief George Feole presenting.*

On October 1, 2024, the Town Council authorized the Police Department to apply for a 2024 JAG Grant and to utilize the funds to assist with the purchase of 2 Harley Davidson Electra glide Police Motorcycles. The Police Department seeks to transfer \$40,160 from the Police Detail Revolving Fund to cover the remaining costs associated with this purchase. The Police Detail Revolving Fund is a revenue stream from police details. It is not raised from tax dollars.

Councilor Foote MOVES THAT THE TOWN COUNCIL adopt Resolution #2024-069 which reads as follows [Read the Resolution], seconded by Councilor MacEachern
Roll Call Vote: 5-0-0

MOTION by Councilor Foote to take a 5-minute recess until 7PM to then continue with business on the agenda, seconded by Councilor MacEachern

Roll Call Vote: 5-0-0

Chair Spencer declares a 5-minute recess until 7PM.

7:00 PM Call to order – Chair Spencer

Public Hearing

24-94 Resolution #2024-063 – Apply for and accept grant funding and EV tax Credits for Public Works vehicles – *Public Works Director Mike Fowler presenting*

This resolution is to apply for and accept an Energy Efficiency and Conservation Block Grant (EECBG) through the Bipartisan Infrastructure Act. The Town of Derry has been awarded \$76,090 through a formula grant which is an automatic award to the 10 New Hampshire cities and towns with the largest populations. The grant, with the additional federal tax credits of \$15,000, will enable the Town to purchase 2 electric vehicles for the Department of Public Works inspections division. They will be charged at the dormant chargers at Town Hall.

Motion by Councilor Chirichiello to open public hearing, seconded by Councilor MacEachern

Roll Call Vote: 5-0-0

No one from the public spoke.

Motion by Councilor Foote to close public hearing, seconded by Councilor MacEachern

Roll Call Vote: 5-0-0

Councilor MacEachern MOVES THAT THE TOWN COUNCIL adopt Resolution #2024-063 which reads as follows: [Read the Resolution], seconded by Councilor Chirichiello

Roll Call Vote: 5-0-0

24-98 Resolution #2024-068 – Apply for and accept ARPA Grant funding related to Phase II of the Southern NH Regional Water Interconnection Project – *Public Works Director Mike Fowler and Deputy Director Tom Carrier presenting*

These funds are being targeted for improvements in various areas of Town that will assist in completing the end goal of the Southern NH Regional Water Interconnection Project. A new chemical chlorine feed facility at Derry's existing Tsienneto Road water storage tank and design and construct a second interconnection with Manchester Water Works. Total Grant funds are \$7,330,000.

Motion by Councilor Chirichiello to open public hearing, seconded by Councilor Foote

Roll Call Vote: 5-0-0

No one from the public spoke.

**Motion by Councilor MacEachern to close public hearing, seconded by Councilor Foote
Roll Call Vote: 5-0-0**

**Councilor MacEachern MOVES THAT THE TOWN COUNCIL adopt Resolution #2024-068 which reads as follows [*Read the Resolution*], seconded by Councilor Chirichiello
Roll Call Vote: 5-0-0**

24-99 Resolution #2024-071 – Accept a Building Resilient Infrastructure and Communities (BRIC) Grant to update Derry's Hazard Mitigation Plan – *Fire Chief Shawn Haggart presenting*

These funds will be used to update the Town Hazardous Mitigation Plan which is a required component of the Town Emergency Operations Plan and required to receive federal disaster related funds. The total cost of this project will be \$16,875.35, in which the Town is responsible for a 25% match of \$4,218.84. The total amount of the BRIC Grant is \$12,656.51. The community is accepting the grant agreement terms as presented.

**Motion by Councilor Chirichiello to open public hearing, seconded by Councilor Foote
Roll Call Vote: 5-0-0**

No one from the public spoke.

**Motion by Councilor MacEachern to close public hearing, seconded by Councilor Foote
Roll Call Vote: 5-0-0**

**Councilor MacEachern MOVES THAT THE TOWN COUNCIL adopt Resolution #2024-071 which reads as follows [*Read the Resolution*], seconded by Councilor Chirichiello
Roll Call Vote: 5-0-0**

The Town Council, in a majority vote, accepted the terms of the Building Resilient Infrastructure and Communities (BRIC) as presented in the amount of \$12,656.51 for updating the local hazard mitigation plan. Furthermore, the Council acknowledges that the total cost of this project will be \$16,875.35 in which the Town will be responsible for a 25% match of \$4,218.84 to be funded from the Emergency Management Budget. David Caron, Town Administrator, is authorized to sign all documents related to the grant.

Fire Chief Shawn Haggart then gave an update of the construction of the new Central Fire Station.

Councilor Comments / Liaison Reports –

Councilor Webb – The Heritage Commission and the Junior Historians are doing updates at the museum. It is open on Wednesday nights. The East Derry Congregational Church are doing improvements, and we have been invited for an offsite meeting. Why does EEE take so long to be reported? Can we find out how we can get the exposure information faster? Maybe we have pay as you go kiosks at Abbott Court for electronically charging vehicles.

Councilor Foote – We have some money coming from damages from the 4A project. We are using some of those funds to see what the Police Station needs are. We are NOT building a new police station at the same time as a fire station.

Councilor Chirichiello – There are no future tax increases because of the fire station, they are already built into the tax rate. The Fire bond will NOT increase the tax rate, as we have already been paying on the debt service for 3 years.

Councilor Spencer – A message from the Town Clerk, in addition to regular hours of 7AM to 4PM, there will be additional voter registration hours on Sunday, October 20th from 2PM to 4PM and Sunday October 27th from 2PM to 4PM. The last day to register to vote in Derry is October 29th and we will be open until 8PM. Absentee Ballots will also be available on Sunday, October 20th from 2PM to 4PM, Sunday, October 27th from 2PM to 4PM and Sunday, November 3rd, from 2PM to 4PM. The last day to get an Absentee Ballot is by 5PM on November 4th. We look forward to seeing everyone between 7AM and 8PM on November 5th at Pinkerton Academy.

**Motion by Councilor Chirichiello to ADJOURN, seconded by Councilor Foote
All Agreed**

Adjourn: 7:41 PM

Town Clerk

Recording & Transcription by: Cristina Guilford, Town Clerk

Date

DRAFT



RESOLUTION

Number 2024-071

To Accept a BRIC Grant for Hazard Mitigation Planning

WHEREAS, Section 9.15 of the Town Charter authorizes the Town Council to accept grant funding; and

WHEREAS, the Town is in need of updating its 2020 Hazard Mitigation Plan; and

WHEREAS, an updated plan is necessary to remain eligible to receive federal disaster aid should circumstances warrant; and

WHEREAS, there are federal funds available to complete the update;

NOW, THEREFORE, BE IT RESOLVED IN COUNCIL, pursuant to RSA 31:95-b, that the Town Administrator is hereby authorized to apply for, accept and expend Twelve Thousand Six Hundred Fifty-Six Dollars and Fifty-One Cents (\$12,656.51) from the Building Resilient Infrastructure and Communities (BRIC) grant program to update the Town's Hazard Mitigation Plan.

Further, the Town Administrator is authorized to sign all documents and comply with all terms related to the grant. Finally, the Town acknowledges its 25% match of \$4,218.84 to be funded from the Emergency Management budget.

This Resolution shall take effect immediately upon its passage.

Adopted: October 15, 2024

Attest:


Erin Spencer, Council Chair

Date: October 15, 2024

Archival Ref: Agenda #24-99

x 

Cristina Guilford, Town Clerk

Date: October 15, 2024



RESOLUTION

Number 2024-069

To Authorize Expenditures from the Police Revolving Fund

WHEREAS, Section 5.1 of the Town Charter designates the Town Council as the governing and legislative body of the Town and, as such, it is empowered to adopt resolutions and ordinances, including the appropriation of funds; and

WHEREAS, the Derry Police Department provides special detail services for businesses, groups and individuals requiring specialized traffic control, crowd control and other security; and,

WHEREAS, the Town Council under Resolution #2017-020 authorized the creation of a Police Detail Revolving Fund pursuant to RSA 31:95-h to separately account for and expend funds for this purpose; and,

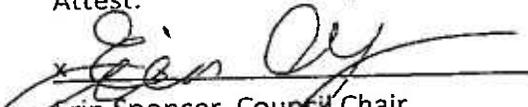
WHEREAS, sufficient excess revenues now exists in this fund and the Police Department is in need of additional funding to implement the Motorcycle Patrol Program; and,

NOW, THEREFORE, BE IT RESOLVED IN COUNCIL that the Town Council hereby authorizes the withdrawal of \$40,160 from the Police Detail Revolving Fund to assist with the purchase of two Harley Davidson Police Motorcycles and related equipment and costs.

This Resolution shall take effect immediately upon its passage.

Adopted: October 15, 2024.

Attest:


Erin Spencer, Council Chair
Date: October 15, 2024

x 
Cristina Guilford, Town Clerk
Date: October 15, 2024



RESOLUTION

Number 2024-063

To Apply for and Accept EECBG Grant Funding and EV Federal Tax Credits for Public Works Vehicles

WHEREAS, the Section 9.15 of the Town Charter authorizes the Town Council to apply for, accept and expend funds received from the State and Federal Governments; and

WHEREAS, the Town is eligible to receive funds from the Energy Efficiency and Conservation Block Grant; and

WHEREAS, the Net Zero Task Force has long advocated for the introduction of electric vehicles to the municipal fleet; and

WHEREAS, these grants funds, and the receipt of federal tax credits, will offset the purchase cost and give the Town a low-cost opportunity to evaluate the effectiveness of electric vehicles for municipal use.

NOW, THEREFORE, BE IT RESOLVED IN COUNCIL that the Town Administrator is hereby authorized to sign Grant Applications and Agreements for an EECBG grant and accept the amount of Seventy-Six Thousand, Ninety Dollars (\$76,090) through the Bipartisan Infrastructure Act's Energy Efficiency and Conservation Block Grant Program; and

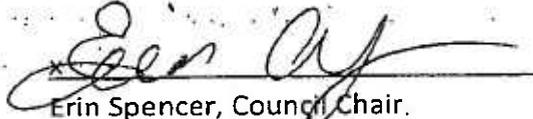
FURTHER, to authorize the Town Administrator to accept Fifteen Thousand Dollars (\$15,000) in federal tax credits; and

FINALLY, to authorize the Town Administrator to invest the total proceeds of Ninety-One Thousand, Ninety Dollars (\$91,090) into the purchase of two electric vehicles for the Department of Public Work's inspection divisions.

This Resolution shall take effect immediately upon its passage.

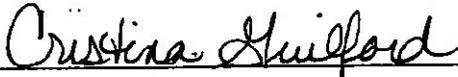
Adopted: October 15, 2024

Attest:



Erin Spencer, Council Chair

Date: October 15, 2024

x. 

Cristina Guilford, Town Clerk

Date: October 15, 2024



RESOLUTION

Number 2024-068

To Apply for and Accept ARPA Grant Funding Related to Phase II of the
Southern NH Regional Water Interconnection Project

WHEREAS, the Section 9.15 of the Town Charter authorizes the Town Council to apply for, accept and expend funds received from the State; and

WHEREAS, the Town Council previously adopted Resolution #2019-018 which authorized Derry's participation in the Southern New Hampshire Regional Water Interconnection Project; and

WHEREAS, stakeholders are preparing for the implementation of Phase II, which requires significant water system upgrades in Derry to be funded by resources other than Derry water customers; and

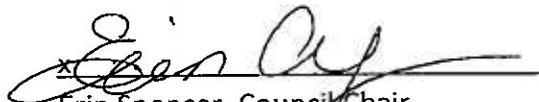
WHEREAS, additional grant funding from the NH Department of Environment Services is available to advance this project;

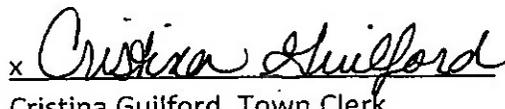
NOW, THEREFORE, BE IT RESOLVED IN COUNCIL that the Town Administrator is hereby authorized to sign Grant Applications and Agreements with NHDES and accept up to Seven Million Three Hundred Thirty Thousand Dollars (\$7,330,000) from the New Hampshire Department of Environmental Services

This Resolution shall take effect immediately upon its passage.

Adopted: October 15, 2024

Attest:


Erin Spencer, Council Chair
Date: October 15, 2024


Cristina Guilford, Town Clerk
Date: October 15, 2024



RESOLUTION

Number 2024-070

To Direct the Tax Collector not to Execute Certain Tax Deeds

WHEREAS, Section 5.1 of the Town Charter establishes the Town Council as the legislative and governing body of the Town; and

WHEREAS, RSA 80:76 sets forth the procedure for conveying tax deeded properties to the Town; and

WHEREAS, pursuant to RSA 80:76 II and II-a, the Governing Body may refuse to accept a deed on certain properties, whenever in its judgment acceptance and ownership of those properties would subject the municipality to undesirable obligations or liability risks; and

WHEREAS, the Town has identified properties eligible for tax deed however acceptance of ownership would not be in the Town's best interest;

NOW, THEREFORE, BE IT RESOLVED that the Tax Collector is hereby directed not to execute a tax deed as set forth on the attached list; pursuant to RSA 80:76 III, the Council may revisit this decision at any time and may later direct the Tax Collector to issue a deed for the property subject to this directive.

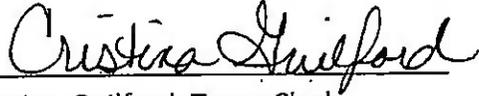
This Resolution shall take effect immediately upon its passage.

Adopted: October 15, 2024

Attest:


Erin Spencer, Council Chair

Date: October 15, 2024

x 
Cristina Guilford, Town Clerk

Date: October 15, 2024



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 Derry 14 Manning Street Derry, NH 03038		Member Number: 154	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	7/1/2024	7/1/2025	Each Occurrence	\$ 2,000,000
			General Aggregate	\$ 10,000,000
			Fire Damage (Any one fire)	
			Med Exp (Any one person)	
<input checked="" type="checkbox"/> Automobile Liability Deductible Comp and Coll: \$1,000 <input type="checkbox"/> Any auto	7/1/2024	7/1/2025	Combined Single Limit (Each Accident)	\$ 2,000,000
			Aggregate	\$ 10,000,000
<input checked="" type="checkbox"/> Workers' Compensation & Employers' Liability	7/1/2024	7/1/2025	<input checked="" type="checkbox"/> Statutory	
			Each Accident	\$ 2,000,000
			Disease - Each Employee	\$ 2,000,000
			Disease - Policy Limit	
<input checked="" type="checkbox"/> Property (Special Risk includes Fire and Theft)	7/1/2024	7/1/2025	Blanket Limit, Replacement Cost (unless otherwise stated)	Deductible: \$1,000
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: 10/18/2024 mpurcell@nhprimex.org
State of NH Department of Safety 33 Hazen Drive Concord, NH 03305			Please direct inquires to: Primex³ Claims/Coverage Services 603-225-2841 phone 603-228-3833 fax