



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 14, 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 Jaffrey (177416-B001), 10 Goodnow St., Jaffrey, NH 03452, in an amount not to exceed \$9,787.50 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
Activity Code: 23BRIC 2023

SFY 2025
\$9,787.50

EXPLANATION

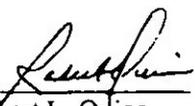
Governor and Council approval is being sought because the amount of previous payments by the Department of Safety to the Town of Jaffrey, plus the amount of this grant, yields a cumulative amount that is over the Department's approved threshold.

The purpose of this grant is for the Town of Jaffrey 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,

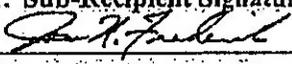
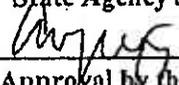
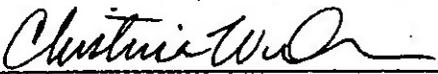

Robert L. Quinn
Commissioner of Safety

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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 Jaffrey (177416-B001)		1.4. Sub-Recipient Address 10 Goodnow St, Jaffrey, NH 03452	
1.5. Sub-Recipient Tel: # 603-532-7445	1.6. Account Number AU #43930000	1.7. Completion Date September 23, 2027	1.8. Grant Limitation \$9,787.50
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 JOHN R. FREDSKICK, TOWN MANAGER	
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: 11/13/2024		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

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3.) _____ Date: 10/14/2024

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

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.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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.

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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

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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.

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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 Jaffrey** (hereinafter referred to as "the Sub-Recipient") \$9,787.50 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 Jaffrey 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:

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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:

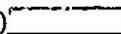
- Develop a mission statement
- Assign roles and responsibilities
- Develop a specific timeline for planning activities
- Hold a minimum of two community public meetings during the planning process update, one during the production of the plan update, and one during the review of the draft plan update,
- 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.

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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.

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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.

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EXHIBIT C

Grant Amount and Payment Schedule

1. GRANT AMOUNT

	Sub-Applicant	Grant	
	Share	(Federal Share)	Cost Totals
Project Cost	\$3,262.50	\$9,787.50	\$13,050.00
Project Cost is 75% Federal Funds, 25% Applicant Share			
Awarding Agency: Federal Emergency Management Agency (FEMA)			
Award Title & #: Building Resilient Infrastructure and Communities (BRIC) EMB-2023-BR-004			
Assistance Listings Number: 97.047			
Applicant's Unique Entity Identifier (UEI): DSQNESWKJSB3			

2. PAYMENT SCHEDULE

- a. "The Sub-Recipient" agrees the total payment by "the State" under this grant agreement shall be up to **\$9,787.50** and allocated to individual plan development as follows:

Jurisdiction	Federal Share	Sub-Applicant Share
Town of Jaffrey	\$9,787.50	\$3,262.50

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%

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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).

Sub-Recipient Initials: 1.) SA

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Town of Jaffrey

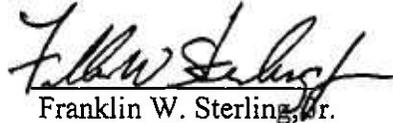
CERTIFICATE OF AUTHORITY
October 14, 2024

I, Franklin W. Sterling, Jr., Chairman of the Board of Selectmen, Jaffrey, NH, hereby certify that Jon Frederick, Town Manager, had authority to sign and enter into a grant agreement with the State of NH Division of Homeland Security and Emergency Management on October 14, 2024, for the Town of Jaffrey, and, further, hereby authorize Town Manager Jon Frederick to execute any and all contract and agreements related to the Hazard Mitigation Grant Program (HMGP) Agreement.

I further attest that Town Manager Jon Frederick 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:

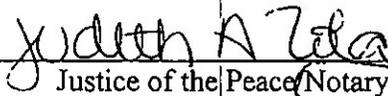


Franklin W. Sterling, Jr.
Chairman, Board of Selectmen

State: New Hampshire
County: Cheshire

On this 14th day of October 2024, before me, Judith A. Zola (notary/JP's name), the undersigned officer, personally appeared Franklin W. Sterling, Jr. known to me to be the person whose name is signed on the foregoing document and acknowledged to me that he signed voluntarily for its stated purpose and that it was his free act and deed.

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



Justice of the Peace/Notary
Commission Expires: December 2, 2025

JUDITH A. ZOLA
Notary Public - New Hampshire
My Commission Expires December 2, 2025



TOWN OF JAFFREY
Jaffrey, New Hampshire
Select Board Meeting Minutes
October 14, 2024

Chairman: Franklin W. Sterling, Jr.
Selectmen: Andrew Lawn
Excused: Charles Turcotte
Town Manager: Jon Frederick
Staff: Administrative Assistant Zola
Others: Senator Denise Ricciardi, Michael Gorecki

A. Call to Order – 6:00pm

B. Public Hearing – None

C. Appointments

Senator Denise Ricciardi attended tonight's meeting to review what she's been doing in the Senate to benefit the citizens of Jaffrey and to be a resource and assist the town in future endeavors. In 2020, she led the effort to get SB 99 approved to make sure towns received their proper share of the Meals and Room Tax distribution. This year Jaffrey will be receiving an 84% increase from FY 22 with \$506,278 coming in to offset taxes. She also backed a bill to streamline the prior authorization timeframe with insurance companies to ensure reasonable timelines for decisions about care. She supported a bill to make polluters responsible for PFAS contamination. She's also in support of the Highway Block Grant and Bridge Aid as well as public education funding and affordable housing. She remains bipartisan to get the job done no matter what political parties are involved. When asked what Jaffrey was concerned with, the New Hampshire Retirement System unfunded liability is a big ask of the town budget and she'll look into that and Selectman Lawn expressed concern for our local ambulance funding and if Jaffrey was receiving the appropriate percentages of lottery income. She will look into ambulance reimbursement and assured us that we are receiving the proper amounts from the NH State Lottery. She will be in contact with information that was requested this evening. The Board thanked her for all her hard work for Jaffrey in the NH Senate.

Presentation of Certificate of Appreciation from the US Army Installations Career Field City/County Managers Senior Fellowship Program - As a result of the visit from Dr. Davin Knolton in August, Jaffrey was awarded a certificate of appreciation from the U.S. Army Installations Career Field City/County Managers Senior Fellowship Program thanking Jaffrey for hosting Davin and stating the knowledge and kindness of the town staff contributed greatly to the learning outcomes for the program. The certificate was presented to the BOS and it was noted that they would welcome more visits.

D. Approval of Meeting Minutes

On a motion by Sterling, seconded by Lawn, the Public Minutes of October 2, 2024 were approved (2-0).

E. Consent Agenda

1. Payroll and Vendor Manifest
2. Downtown TIFD Capital Reserve Fund withdrawal of \$2,750 – Toole Design Group, LLC – Jaffrey Downtown Roundabout Project Bidding Assistance
3. Tax Collector's 10th Cycle Septic Haulers Commitment Warrant
 - a) \$10,433.84
4. Meetinghouse Request
 - a) #2024-6 – First Church in Jaffrey – Church Services – October 18 & 20, 2024

On a motion by Sterling, seconded by Lawn, the Consent Agenda was approved (2-0).

F. Old Business - None

G. New Business

Resolution # 2024-30 – Special Event Permit - 2024/2025 Jaffrey Ice Racing Season

On a motion by Sterling, seconded by Lawn, Resolution #2024-30 was approved (2-0).

Resolution # 2024-33 – Stone Bridge TIFD Capital Reserve Fund withdrawal of \$42,565.95 - Transfer Station Paving and Reconfiguration Project

On a motion by Sterling, seconded by Lawn, Resolution #2024-33 was approved (2-0).

Resolution # 2024-34 – Acceptance of \$9,787.50 Building Resilient Communities (BRIC) Grant and Designation of Authority

The Select Board, in a majority vote, accepted the terms of the Building Resilient Infrastructure and Communities (BRIC) as presented in the amount of \$9,787.50 for updating the local hazard mitigation plan. Furthermore, the Board acknowledges that the total cost of this project will be \$13,050.00, in which the town will be responsible for a 25% match (\$3,262.50).

Jon Frederick, Jaffrey Town Manager, is authorized to sign all documents related to the grant.

H. Reports to the Select Board

Selectmen's Reports

Sterling – TEAM Jaffrey's Scarecrows on the Common occurred this weekend.

He was able to attend the Planning Board meeting at which they held a hearing on a potential subdivision off of Bryant Road. There were questions regarding an old cart path that involves deeded easement and wetland delineation. There will be a site visit on 10/28 @ 8am. They will reconvene in November to discuss the site visit and vote.

Lawn - Attended Planning Board for Sterling – Highland Ave, 14-lot subdivision with single family market priced homes was discussed. All parties are working together.

Town Manager's Report

- o Budget Committee met on 10/3 and we are still 5% under expended.
- o After School Program has a start date of 11/4. They will be doing a walk thru at Jaffrey Grade School on Wednesday 10/16.
- o Superior Court case is tomorrow in Keene regarding Special Town Meeting request.
- o Staff went thru TD Bank last week looking at furniture. TD would rather not have to move everything.
- o TM will be leaving early on Thursday to attend his initiation to the USCG Hall of Fame for his 1988 football season victory.

I. Other Business- None

J. Non-Public- None

K. Adjournment

On a motion by Sterling, seconded by Lawn to adjourn at 6:35pm (2-0).

Submitted:

Judith A. Zola
Administrative Assistant

Attest:

Franklin W. Sterling, Jr.
Chairman

Town of Jaffrey prohibits discrimination on the basis of race, color, national origin, sex, sexual orientation, religion, age, disability, marital or family status.

The Town of Jaffrey is an equal opportunity employer.



Town of Jaffrey
10 Goodnow Street
Jaffrey, NH 03452
Telephone (603) 532-7880
Fax (603) 532-7862

Select Board
Franklin W. Sterling, Jr., Chair
Charles Turcotte
Andrew Lawn

Resolution #2024-34

**ACCEPTANCE OF \$9,787.50 BUILDING RESILIENT COMMUNITIES (BRIC) GRANT
AND DESIGNATION OF AUTHORITY**

Purpose: Chief Chamberlain is seeking grant funding to conduct our Local Hazard Mitigation Plan update in the amount of \$9,787.50.

Action: Accept the terms of the BRIC grant as presented in the amount of \$9,787.50 for updating the local hazard mitigation plan. Furthermore, we acknowledge the total cost of the project will be \$13,050, of which the town will be responsible for a 25% match (\$3,262.50). Town Manager Jon Frederick is hereby authorized to sign all documents related to this grant.

Jaffrey Select Board

Franklin W. Sterling, Jr., Chairman

Charles Turcotte

Andrew Lawn

Enclosure Grant agreement checklist and documents

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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 Jaffrey 10 Goodnow Street Jaffrey, NH 03452		Member Number: 208	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)	7/1/2024	7/1/2025	<input type="checkbox"/>	Each Occurrence	\$ 2,000,000
<input type="checkbox"/>	Professional Liability (describe)			<input type="checkbox"/>	General Aggregate	\$ 10,000,000
<input type="checkbox"/>	Claims Made			<input type="checkbox"/>	Fire Damage (Any one fire)	
<input type="checkbox"/>	Occurrence			<input type="checkbox"/>	Med Exp (Any one person)	
<input type="checkbox"/>	Automobile Liability Deductible Comp and Coll: \$1,000 <input type="checkbox"/> Any auto			<input type="checkbox"/>	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	
<input type="checkbox"/>				<input type="checkbox"/>	Each Accident	\$2,000,000
<input type="checkbox"/>				<input type="checkbox"/>	Disease - Each Employee	\$2,000,000
<input type="checkbox"/>				<input type="checkbox"/>	Disease - Policy Limit	
<input type="checkbox"/>	Property (Special Risk includes Fire and Theft)			<input type="checkbox"/>	Blanket Limit, Replacement Cost (unless otherwise stated)	
Description: Proof of Primex Member coverage only.						

CERTIFICATE HOLDER:	Additional Covered Party	Loss Payee	Primex³ - NH Public Risk Management Exchange	
			By: <i>Mary Beth Purcell</i>	
			Date: 10/22/2024 mpurcell@nhprimex.org	
State of New Hampshire - DOS Homeland Security & Emergency Management 33 Hazen Dr. Concord, NH 03305			Please direct inquires to: Primex³ Claims/Coverage Services 603-225-2841 phone 603-228-3833 fax	