



State of New Hampshire

DEPARTMENT OF SAFETY
JAMES H. HAYES BLDG. 33 HAZEN DR.
CONCORD, N.H. 03305
(603) 271-2791

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CJG

EDDIE EDWARDS
ASSISTANT COMMISSIONER

ROBERT L. QUINN
COMMISSIONER

STEVEN R. LAVOIE
ASSISTANT COMMISSIONER

January 9, 2025

Her Excellency, Governor Kelly A. Ayotte
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 retroactively amend the grant agreement with the Town of Swanzy (177485-B003), PO Box 10009, Swanzy, NH 03446, by extending the completion date from May 29, 2023, to May 29, 2025, to complete the stabilization of a 500-foot section of road embankment on Webber Hill Rd. This grant was initially approved by Governor and Council on January 12, 2022, item #72. Effective upon Governor and Council approval. 100% Federal Funds. No additional funds are being requested.

EXPLANATION

This request for a retroactive extension is to allow the Town of Swanzy to determine if the scope of work for the project has changed. It was agreed that an extension to May 29, 2025, approved through Governor and Council, would be necessary in order to complete the stabilization of a 500-foot section of road embankment on Webber Hill Rd. HSEM has reviewed this request with the Federal Emergency Management Agency (FEMA), and it was determined that the date extension will not affect Federal Funding.

The Pre-Disaster Mitigation (PDM) 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 Exhibit B to their grant agreement.

In the event that PDM 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

Federal Award Title & #: Pre-Disaster Mitigation Grant Program (PDM) – EMB-2020-PC-0005
Federal Awarding Agency: Federal Emergency Management Agency (FEMA)
Assistance Listings: #97.047
Applicant's Unique Entity Identifier (UEI): DA5LE1SLNR76
Grant Agreement Amendment
Extension of Performance Period

Town of Swanzey (Subrecipient)

It is hereby agreed that the grant agreement (PO#1083928) approved by the Governor & Council on January 12, 2022, item #72, between the Town of Swanzey as "Subrecipient" and the Department of Safety, Division of Homeland Security & Emergency Management as "State" for the Webber Hill Slope Stabilization project is amended as follows:

1. GENERAL PROVISIONS, Section 1.7, Completion Date;
Change the project completion date from May 29, 2023 to May 29, 2025.
2. EXHIBIT A, Scope of Work and Project Review and Conditions, Number 1;
Delete item three (3) in its entirety and replace with:
"The Subrecipient" agrees that the period of performance ends on May 29, 2025 and by that date the aforementioned hazard mitigation plan 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 June 1, 2025, thirty (30) days after the period of performance ends.
4. All other provisions of the grant agreement, approved by the Governor & Council on January 12, 2022 shall remain in full force and effect.

EFFECTIVE DATE OF THE AMENDMENT: This Amendment shall be effective upon its approval by the Governor & Council. If approval is withheld, this document shall become null and void, with no further obligation or recourse to either party. IN WITNESS WHEREOF, the parties have hereunto set their hands:

Town of Swanzey (Subrecipient)

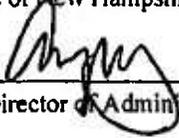
By (signature): *Michael Brantley* By (signature): _____
Print Name: Michael Brantley Print Name: _____
Title: Town Administrator Title: _____

By (signature): _____ By (signature): _____

Subrecipient Initials MTD

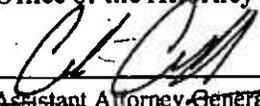
Date 9/20/24

Approval by State of New Hampshire, acting through its Department of Safety:

By (signature):  Date: 1/8/25
Director of Administration

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

Office of the Attorney General

 Date: 01/13/25
~~Assistant Attorney General~~
Department of Justice
State of New Hampshire

I hereby certify that the foregoing amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting)

Office of the Secretary of State

Date: _____
Department of Administration
State of New Hampshire

Municipality Certification of Authority

Deputy I, Ashley Patnode (Name), hereby certify/attest that I am duly ^{appointed} elected Clerk/Secretary of Swanzy (Name of Municipality), New Hampshire. I hereby certify the following is a true copy of the resolution adopted during a meeting of the Municipality Officers, duly called and held on 8/21, 2024, at which a quorum of the Municipality Officers were present and voting.

RESOLVED: That Michael Brunley, Town Administrator (Name and Title of Official Signing the Agreement) is duly authorized to enter into contracts or agreements on behalf of Swanzy (Name of Municipality) with the State of New Hampshire, acting by and through the Department of Safety ~~Department of Historical and Cultural Resources~~, and is further authorized to execute any documents on behalf of this Municipality which may be in his/her judgement desirable or necessary to effect the purpose of this resolution.

I hereby certify that the foregoing resolution has not been amended or repealed and remains in full force and effect as of 9/24/24, 2024. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person listed above currently occupies the position indicated and that they have full authority to bind the Municipality. This authority remains valid for thirty (30) days from the date of this certificate.

DATED: 9/24/24 ATTEST: [Signature]
(Secretary/Clerk Signature Completing this Certificate)

Town of Swanzev, New Hampshire
Board of Selectmen
Meeting – October 9, 2024
Whitcomb Hall, Main Street, Swanzev, NH

Note: Draft Minutes are subject to review, correction and approval by the Board. Review and approval of Minutes generally takes place at the next regularly scheduled meeting of the Board.

CALL TO ORDER

The meeting was called to order by Chair Sylvester Karasinski at 5:30 p.m. at Whitcomb Hall, Main Street, Swanzev, NH. Present were Selectmen W. William Hutwelker III, Sylvester Karasinski and James Tempesta. Also present was Town Administrator Michael Branley and Recording Secretary Beverly Bernard.

OTHERS PRESENT

Garrett Raney with FACT TV, Anthony Bruno, Mark LaBelle, Michael York, Jay Ward, Mark Scalera, Police Chief Joe Gonsalves, Planning Board Chair Scott Self, Bob Derocher, Fire Chief Eric Matson, Bridget Sullivan.

MINUTES

- The regular meeting Minutes of September 25, 2024, were considered. There was a motion by Tempesta to approve the regular meeting Minutes of September 25, 2024. There was a second by Hutwelker and no further discussion. All were in favor. **Motion passed.**
- The Non-Public meeting Minutes #1, #2, and #3, of September 25, 2024, were considered. There was a motion by Tempesta to approve the Non-Public meeting Minutes #1, #2 and #3 of September 25, 2024. There was a second by Hutwelker and no further discussion. All were in favor. **Motion passed.**
- The special meeting Minutes of October 2, 2024, were considered. There was a motion by Tempesta to approve the special meeting Minutes of October 2, 2024. There was a second by Hutwelker and no further discussion. All were in favor. **Motion passed.**

CONSENT AGENDA

Motion was made by Tempesta to approve the Consent Agenda. There was a second by Hutwelker with recusal for item on Perry Lane tax abatement. All were in favor. **Motion passed.**

- Payroll Manifest
- Payables Manifest
- MS 1 – Summary Inventory of Valuation – Valuation increased by 56% to \$973,000,000
- Event Permit #2024-21 – Halloween Block Party
- Event Permit #2024-22 – Annual Co-ep Softball Halloween Tournament
- Event Permit #2024-23 – 10th Annual A Very Swanzev Christmas
- License to Sell Pistols and Revolvers #2024-02
- 2023 Property Tax Abatement 10 & 12 Perry Lane – Hutwelker recused himself for vote on this item.
- 2023 Property Tax Assessment Settlement Agreement – Tax Map 104 Lot 60
- Personnel Action Reports

PUBLIC INPUT

Bob Derocher spoke against the direction the Fire Station Advisory Committee has taken. He said he thinks it is a waste of money. He said the new fire station should go where the Town Hall is currently and put a new Town Hall on the 321 Old Homestead Highway property.

APPOINTMENTS

Anthony Bruno – Railroad Street Traffic Concern

Bruno spoke about how bad traffic has become on the street. He said folks don't obey the stop sign at Holbrook Avenue, especially the motorcycles. He said there is speeding on the street, and it is a safety issue due to lack of a sidewalk. He said when the police are present, everyone behaves, but when they are not, the speeding continues. He said it is worse than it ever was in the past. He spoke about a speed limit sign that was taken down and took eight months to replace, but only one month to move it. He noted elderly folks, and small children walk on the road. He said folks are going 15 – 20 mph over the speed limit. He said he wanted to emphasize that this is a real problem; someone will get hurt eventually. Branley said the sidewalk committee is working to bridge the gap to complete the sidewalk to Summer Street. A crosswalk would be needed to connect to Summer Street. The Chief noted drivers are more aggressive than ever and the police do the best they can to deter speeding. Hutwelker suggested keeping the trail crossings consistent with crosswalks. The Board thanked Bruno.

NEW BUSINESS

Recommendation from Swanzey Fire Station Advisory Committee

The Board considered the recommendation of the Swanzey Fire Station Advisory Committee to extend the North Swanzey Water Fire Precinct water line to 321 Old Homestead Highway and to rediscuss the possibility of assisting with the cost of that extension. Ward referred to memos sent from the committee to the Board. He noted the cost of the fire station goes up if there is no public water available. He noted the committee thought that extension was something that the Town was going to do. Ward said the committee is at the point of saying that this site is appropriate given the availability of Town water and needs to know if the Board agrees with the committee on this issue.

Ward spoke about potential schedule for the architect to produce a design with an estimate. Self said he is ambivalent about spending money now when we don't know if the town will approve \$3.5 million. Derocher said whether we put a fire station or a new Town Hall at the property, we should pay for the water. He said it is a need no matter what goes on the site.

Tempesta said he believes the public does not want the site. He said it isn't the building that is the problem with the voters. It is the site.

Ward explained some of the steps the fire station committee went through to make the choices they made. He said costs were always foremost on their minds and they felt the cheapest solution was to stay with the site already owned by the Town. Derocher said his concern is to reduce spending. He spoke again about using old Town Hall for an expanded Fire Station and spoke in favor of moving Town Hall to the existing site.

PUBLIC HEARING(S)

Public Hearing Pursuant to RSA 41-14a regarding the proposed acquisition by the Town of approximately 3.3 acres from Southwestern Community Services" parcel at 28 Main Street, Map 110 Lot 70.

The Chair read aloud the public notice. The public hearing was opened at 6:00 pm and the Chair asked for public comment. There was none. Public Hearing closed at 6:07 pm.

Acceptance and Expenditure of Unanticipated Funds as follows:

Open public hearing at 6:07 pm The chair read the public notice. He asked for comment from the public. Bridget Sullivan voiced approval for funds for the Fire Department. The Police Chief said there is a grant, and the item is for speed signs which he voiced approval for.

- \$100,000 from the Estate of Kathleen Nutall to the Swanzey Fire Department

- \$43,850 from INVEST NH for Plane View Senior Housing Demolition – *Hutwelker recused himself from voting on this item.*
- \$22,938.44 from the NH Department of Safety for Highway Safety Grant and Speed Radar Display Sign

Public hearing closed at 6:11 pm

Tempesta moved to accept the unanticipated funds as outlined and authorize the Town Administrator to sign relevant contract, grant, and other documents. There was a second to the motion by Hutwelker who recused himself for the Plan View Senior Housing Demolition project. There was no further discussion. All were in favor. **Motion passed.**

Recommendation from Swanzev Fire Station Advisory Committee – cont'd

Fire Chief Eric Mattson said there is no land behind Town Hall that is buildable and therefore no expansion possible.

Tempesta said the committee is doing a good job, but he is worried about the committee coming to a standstill. Ward said the committee needs confirmation from the Board in order to know how to sell the idea to the public. Self pointed out the Warrant Article would focus on the design and the reduction in cost (\$3.5 million maximum cost). York said location is a cost factor. Building sites are at a premium and getting a new site will be costly. Branley said the post office site sold recently at \$3.1 million. Branley said the current location at 321 Old Homestead Highway was acceptable to a good percentage of the voters. Scalera said we will get some feedback from the public as we try to promote it.

LaBelle asked about using funds from other sources. Karasiński spoke about how the Westmoreland fire station was funded with maximum costs indicated up front before the design was completed. Westmoreland station was 6,500 square feet. Ward said the proposed station would be in the neighborhood of 8,000 square feet. Ward spoke about savings obtained by reducing pavement and site construction costs by moving the station closer to the road. Ward spoke about having an exit poll after folks vote to learn why folks are against the Article or in favor of the Article. Tempesta said having to buy another piece of property is out of the reach of the Town. Derocher spoke about other locations that the Town could have invested in the past. Tempesta said we need to continue going forward.

There was further discussion about water for the site. Karasinski said the developer never came forward to discuss with the sewer commission. Hutwelker said we could engage him once again to negotiate.

\$288,000 is the cost for extension of the water line. There needs to be further discussion about the developer's willingness to pay half of the cost. Consensus was to move ahead with negotiations with the water precinct and the developer.

Proposal from KCS Architects for Fire Station Design and Cost Estimate Update at 321 Old Homestead Highway

The Board discussed the proposal for hourly services up to \$25,000 with an additional \$4,800 for DEW to provide a cost estimate for the updated design.

Tempesta moved to authorize the expenditure of up to \$30,000 for the redesign of the proposed fire station #2 at 321 Old Homestead Highway as recommended by the Fire Station Advisory Committee and authorize the Town Administrator to sign contract documents with KCS Architects and/or DEW

Construction from the Kathleen Nuttall donation. There was a second to the motion by Hutwelker and no further discussion. All were in favor. **Motion passed.**

Fire Station Advisory Committee – cont'd

Discussion again occurred about grants available for expanding a fire station, but not for building a fire station.

Job Description Review – Code Enforcement Officer

The Board reviewed the recommended job description with revisions. Hutwelker said it is important to make duties clear. Discussion was held regarding Code Enforcement Officer reporting to Planning Department or to The Town Administrator with independent status. Facilities will not be under Code Enforcement. The job description as presented was agreed to by consensus.

2024-25 Heating Oil & Propane Bids

The Board reviewed 2023-24 suppliers which were Swanzey Oil for heating oil and L&G Propane for propane. Bids were received as follows for the upcoming year:

	<u>Oil</u>	<u>Propane</u>
L & G Propane		\$1,369
Irving Energy	\$2.403	
Swanzey Oil	\$2.789	
Discount Oil	\$2.399	
Cota & Cota	\$3.270	\$1,990
Dead River		\$2,875
Phoenix Contracting		\$3,990

Tempesta moved to award the 2024-25 heating season fuel bids to Discount Oil and L&G Propane and authorize the Town Administrator to sign contract documents. There was a second to the motion by Hutwelker and no further discussion. All were in favor. **Motion passed.**

Webber Hill Road Pre-Disaster Mitigation Grant Amendment Acceptance

The Board considered the grant amendment acceptance.

The Swanzey Board of Selectmen, in a majority vote, accepted the terms of the Pre-Disaster Mitigation (PDM) amendment as presented; to reflect the change of Period of Performance dates from May 29, 2024 to May 29, 2025.

OLD BUSINESS

Proposed Changes to the Town's Highway Regulation Ordinance Regarding Covered Bridges

The Board considered legal guidance from Attorney Courtney regarding possible revisions, which he does not feel are advisable. Unless the Board has other proposed revisions, the Town Administrator recommended the Board adopt the ordinance as proposed. Branley recommended starting the cameras on Cresson Bridge.

Tempesta moved to approve the proposed changes to the Town's Highway Regulation Ordinance Regarding Covered Bridges as proposed / amended. There was a second to the motion by Hutwelker and no further discussion. All were in favor. **Motion passed.**

ADMINISTRATIVE UPDATE

Revaluation Letters

Revaluations were discussed. Branley asked the Board about the possibility of sending out letters to property owners about property value increases. York said even if his property assessment goes up, it doesn't mean the taxes will go up. Branley said it is the right thing to do to be proactive. **Consensus** of the Board was to agree to send out letters as suggested by Branley.

NON-PUBLIC SESSION(S)

Non-public session(s) per RSA 91-A:3II(a) the dismissal, promotion, or compensation of any public employee or the disciplining of such employee.

Motion was made by Tempesta to enter Non-public session pursuant to RSA 91-A:3II(a) the dismissal, promotion, or compensation of any public employee or the disciplining of such employee. The motion was seconded by Hutwelker. The Selectmen voted unanimously by roll call to go into non-public session at 7:14 p.m. **Motion passed.** Present was James Tempesta, W. William Hutwelker III, and Sylvester Karasinski. Also present were Town Administrator Michael Branley, Police Chief Joe Gonsalves and Recording Secretary Beverly Bernard.

Motion was made by Tempesta to leave non-public session and return to public session. The motion was seconded by Hutwelker, with all in favor. **Motion passed.** Non-public session ended at 7:19 p.m.

Non-public session(s) per RSA 91-A:3II(e) Consideration or negotiation of pending claims or litigation which has been threatened in writing or filed by or against this board or any subdivision thereof, or by or against any member thereof because of his or her membership therein, until the claim or litigation has been fully adjudicated or otherwise settled.

Motion was made by Tempesta to enter Non-public session pursuant to RSA 91-A:3II(e) Consideration or negotiation of pending claims or litigation which has been threatened in writing or filed by or against this board or any subdivision thereof, or by or against any member thereof because of his or her membership therein, until the claim or litigation has been fully adjudicated or otherwise settled. The motion was seconded by Hutwelker. The Selectmen voted unanimously by roll call to go into non-public session at 7:19 p.m. **Motion passed.** Present were Board members Sylvester Karasinski, James Tempesta, W. William Hutwelker, III, Town Administrator Michael Branley and Recording Secretary Beverly Bernard.

Motion was made by Tempesta to leave non-public session and return to public session. The motion was seconded by Hutwelker with all in favor. **Motion passed.** Non-public session ended at 7:21 pm.

Non-public session(s) per RSA 91-A:3II(c) Matters which, if discussed in public, would likely affect adversely the reputation of any person, other than a member of this board.

Motion was made by Tempesta to enter nonpublic session pursuant to RSA 91-A:3II(c) Matters which, if discussed in public, would likely affect adversely the reputation of any person, other than a member of this board, seconded by Hutwelker. All in favor by Roll Call and the **motion passed.** The Board entered nonpublic session at 7:22 p.m. Present was James Tempesta, W. William Hutwelker III, and Sylvester Karasinski. Also present was Town Administrator Michael Branley and Recording Secretary Beverly Bernard.

Motion was made by Tempesta to come out of non-public session, seconded by Hutwelker. All in favor by Roll Call and the **motion passed.** Non-public session ended at 7:34 p.m.

ADJOURNMENT

Motion to adjourn the meeting was made by Tempesta. The motion was seconded by Hutwelker without further discussion. All were in favor. ***Motion passed.*** Adjournment occurred at 7:43 p.m.

Respectfully Submitted,



Beverly Bernard, Recording Secretary

Approved on

DRAFT



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 Swanze 620 Old Homestead Highway PO Box 10009 Swanzy, NH 03446	Member Number: 307	Company Affording Coverage: NH Public Risk Management Exchange - Primex ³ PO Box 23 Hooksett, NH 03106-9716
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Type of Coverage		Effective Date (mm/dd/yyyy)	Expiration Date (mm/dd/yyyy)	Limits - NH Statutory Limits May Apply, if Not:	
<input checked="" type="checkbox"/>	General Liability (Occurrence Form) Professional Liability (describe) <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence	1/1/2025	1/1/2026	Each Occurrence	\$ 2,000,000
				General Aggregate	\$ 10,000,000
				Fire Damage (Any one fire)	
				Med Exp (Any one person)	
	Automobile Liability Deductible Comp and Coll: \$1,000 <input type="checkbox"/> Any auto			Combined Single Limit (Each Accident)	
				Aggregate	
<input checked="" type="checkbox"/>	Workers' Compensation & Employers' Liability	1/1/2025	1/1/2026	<input checked="" type="checkbox"/> Statutory	
				Each Accident	\$2,000,000
				Disease - Each Employee	\$2,000,000
				Disease - Policy Limit	
	Property (Special Risk includes Fire and Theft)			Blanket Limit, Replacement Cost (unless otherwise stated)	

Description: Proof of Primex Member coverage only.

CERTIFICATE HOLDER:	Additional Covered Party	Loss Payee	Primex ³ - NH Public Risk Management Exchange
			By: <i>Mary Beth Purcell</i>
			Date: 1/7/2025 mpurcell@nhprimex.org
NH Department of Safety 33 Hazen Drive Concord, NH 03305			Please direct inquires to: Primex ³ Claims/Coverage Services 603-225-2841 phone 603-228-3833 fax



State of New Hampshire

DEPARTMENT OF SAFETY
JAMES H. HAYES BLDG. 33 HAZEN DR.
CONCORD, N.H. 03305
(603) 271-2791

RICHARD C. BAILEY, JR.
ASSISTANT COMMISSIONER

EDDIE EDWARDS
ASSISTANT COMMISSIONER

ROBERT L. QUINN
COMMISSIONER

December 6, 2021

G&C #72
01/12/2022

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

REQUESTED ACTION

Pursuant to RSA 21-P:43, the Department of Safety, Division of Homeland Security and Emergency Management (HSEM) requests authorization to **retroactively** enter into a grant agreement with the Town of Swanzy (VC#177485-B003) to complete the stabilization of a 500-foot section of road embankment on Webber Hill Rd for a total amount of \$815,700.00. Effective upon Governor and Council approval from November 30, 2021 through May 29, 2023. Funding source: 100% Federal Funds.

Funding is available in the SFY 2022 operating budget as follows:

02-23-23-236010-43930000 - Dept. of Safety - Homeland Sec-Emer Mgmt - Pre-Disaster Mitigation Grant Program	
072-500574 Grants to Local Gov't - Federal	
Activity Code: 23PDM19 4393	\$815,700.00

EXPLANATION

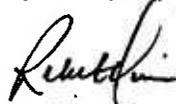
This item is **retroactive** to allow the Town of Swanzy to begin work immediately on this critical project. The purpose of this grant is for the Town of Swanzy to complete the stabilization of a 500-foot section of road embankment on Webber Hill Rd in the Town of Swanzy in accordance with 44 CFR Part 201. The grant listed above is funded from the Pre-Disaster Mitigation Grant Program (PDM), which was awarded to the Department of Safety, Division of Homeland Security and Emergency Management (HSEM) from the Federal Emergency Management Agency (FEMA). The PDM grant program provides funding to subrecipients for cost-effective hazard mitigation activities that complement a comprehensive mitigation program. FEMA provides PDM funds to states that, in turn, provide sub-grants or contracts for a variety of mitigation activities, such as planning and the implementation of projects identified through the evaluation of natural hazards.

The Pre-Disaster Mitigation grant program is 75% federally funded by the Federal Emergency Management Agency with a 25% match requirement supplied by the subrecipient. The subrecipient acknowledges their match obligation as part of Exhibit B and C to their grant agreement.

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
December 6, 2021
Page 2 of 2

There are no General Funds required with this request. In the event that PDM funds become no longer available, General Funds and/or Highway Funds will not be requested to support this program.

Respectfully submitted,



Robert L. Quinn
Commissioner of Safety

GRANT AGREEMENT

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

1. IDENTIFICATION AND DEFINITIONS

1.1. State Agency Name NH Department of Safety, Homeland Security and Emergency Management		1.2. State Agency Address 33 Hazen Drive Concord, NH 03305	
1.3. Subrecipient Name Town of Swanzey (VC#177485-B003)		1.4. Subrecipient Address PO Box 10009, Swanzey, NH 03446	
1.5 Tel. # 603- 352-7411 ext. 107	1.6. Account Number AU #43930000	1.7. Completion Date 5/29/2023	1.8. Grant Limitation \$815,700.00
1.9. Grant Officer for State Agency Brian Eaton, State Hazard Mitigation Officer		1.10. State Agency Telephone Number (603) 227-8724	
"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. Subrecipient Signature 1 <i>Michael D. Boyle</i>		1.12. Name & Title of Subrecipient Signor 1 Michael D. Boyle, Town Administrator	
Subrecipient Signature 2		Name & Title of Subrecipient Signor 2	
Subrecipient Signature 3		Name & Title of Subrecipient Signor 3	
1.13. State Agency Signature(s) By: <i>Steven R. Lavoie</i> On: 12/7/21		1.14. Name & Title of State Agency Signor(s) Steven R. Lavoie, Director of Administration	
1.15. Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: 1/1			
1.16. Approval by Attorney General (Form, Substance and Execution) (if G & C approval required) By: <i>[Signature]</i> Assistant Attorney General, On: 12/22/21			
1.17. Approval by Governor and Council (if applicable) By: _____ On: 1/1			

2. SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly

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

Subrecipient Initials: 1. *[Signature]* 2.) _____ 3.) _____ Date: 7/26/21

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"):

Subrecipient Initials: 1.) MTB 2.) _____

3.) _____

Date: 7/26/21

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.

10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

Subrecipient Initials: 1. MDS 2.) _____

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, formulac, 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,

3.) _____ Date: 7/26/21

nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

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

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

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

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

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

15. WORKERS' COMPENSATION.

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

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

16. **NOTICE.** Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United

Subrecipient Initials: 1.) MTS 2.) _____

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.

3.) _____

Date: 7/20/21

EXHIBIT A

Special Provisions

1. This grant agreement may be terminated upon thirty (30) days written notice by either party.
2. Any funds advanced to "the Subrecipient" must be returned to "the State" if the grant agreement is terminated for any reason other than completion of the project.
3. Any funds advanced to "the Subrecipient" must be expended within thirty (30) days of receiving the advanced funds.
4. "The Subrecipient" agrees to have an audit conducted in compliance with OMB Circular 2 CFR 200, if applicable. If a compliance audit is not required, at the end of each audit period "the Subrecipient" will certify in writing that they have not expended the amount of federal funds that would require a compliance audit (\$750,000). If required, they will forward for review and clearance a copy of the completed audit(s) to "the State".

Additionally, "the Subrecipient" has or will notify their auditor of the above requirements prior to performance of the audit. "The Subrecipient" will also ensure that, if required, the entire grant period will be covered by a compliance audit, which in some cases will mean more than one audit must be submitted. "The Subrecipient" will advise the auditor to cite specifically that the audit was done in accordance with OMB Circular 2 CFR 200. "The Subrecipient" will also ensure that all records concerning this grant will be kept on file for a minimum of three (3) years from the end of this audit period.

Subrecipient Initials: 1. MB

2.) _____

3.) _____

Date: 7/26/21

Page 5 of 7

EXHIBIT B

Scope of Services

1. The Department of Safety, Division of Homeland Security and Emergency Management (hereinafter referred to as "the State") is awarding the Town of Swanzev (hereinafter referred to as "the Subrecipient") \$815,700.00 to complete the stabilization of a 500-foot section of road embankment on Webber Hill Rd..
2. "The Subrecipient" agrees that the project grant period ends May 29, 2023 and that a final performance and expenditure report will be sent to "the State" by June 29, 2023.
3. "The Subrecipient" agrees to comply with all applicable federal and state laws, rules, regulations, and requirements.
4. "The Subrecipient" shall maintain financial records, supporting documents, and all other pertinent records for a period of three (3) years from the grant period end date. In these records, "the Grantee" shall maintain documentation of the 25% cost share required by this grant.

Subrecipient Initials: 1.)

MTD

2.)

3.)

Date: 7/26/21

EXHIBIT C

Grant Amount and Payment Schedule

1. GRANT AMOUNT

	Applicant	Grant	
	Share	(Federal Funds)	Cost Totals
Project Cost	\$271,900.00	\$815,700.00	\$1,087,600.00
Project Cost is 75% Federal Funds, 25% Applicant Share			
Awarding Agency: Federal Emergency Management Agency (FEMA)			
Award Title & #: Pre-Disaster Mitigation (PDM) PDMC-PJ-01-NH-2019-001			
Catalog of Federal Domestic Assistance (CFDA) Number: 97.047 (PDM)			
Applicant's Data Universal Numbering System (DUNS): 73983926			

2. PAYMENT SCHEDULE

- a. "The Subrecipient" agrees the total payment by "the State" under this grant agreement shall be up to \$815,700.00.
- b. "The Subrecipient" shall submit invoices to "the State" with supporting documentation, i.e., copies of purchase orders, vendor invoices, and/or cancelled checks. Upon review and approval of the invoices and supporting match documentation, "the State" will forward the funds to "the Subrecipient". "The Subrecipient" shall expend the grant funds within thirty (30) days and provide proof of this to "the State" within forty-five (45) days.
- c. "The State" shall reimburse up to \$815,700.00 to "the Subrecipient" upon "the State" receiving a reimbursement request with match documentation and appropriate backup documentation (i.e., copies of invoices, copies of canceled checks, and/or copies of accounting statements).
- d. Upon 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, August 3, 2020, to the identified completion date (block 1.7).

Subrecipient Initials: 1.) MTB 2.) _____ 3.) _____

Date: 7/26/21

Town of Swanzey, New Hampshire
Board of Selectmen
Meeting – June 9, 2021
Whitcomb Hall, Main Street, Swanzey NH
and remotely using Zoom Meeting

Note: Draft Minutes are subject to review, correction and approval by the Board. Review and approval of Minutes generally takes place at the next regularly scheduled meeting of the Board.

CALL TO ORDER

The meeting was called to order by Chair Selectman Sylvester Karasinski at 5:32 pm at Whitcomb Hall Main Street, Swanzey, NH and remotely using Zoom Meeting. Present at Whitcomb Hall were Selectmen Sylvester Karasinski, W. William Hutwelker and Kenneth P. Colby, Jr. Also present was Town Administrator Michael Branley and Recording Secretary Beverly Bernard. Zoom ID 881 9871 5812 or join by phone 1-929-205-6099.

OTHERS PRESENT

Trustee Steven Bittel

MINUTES

- The regular Minutes of June 2, 2021 were considered. There was a **motion** by Colby to approve the regular meeting Minutes of June 2, 2021. There was a second by Hutwelker and no further discussion, all were in favor. **Motion passed.**
- The non-public Minutes #1 and #2 of June 2, 2021 were considered. There was a **motion** by Colby to approve the non-public meeting Minutes #1 and #2 of June 2, 2021. There was a second by Hutwelker and no further discussion, and all were in favor. **Motion passed.**

CONSENT AGENDA

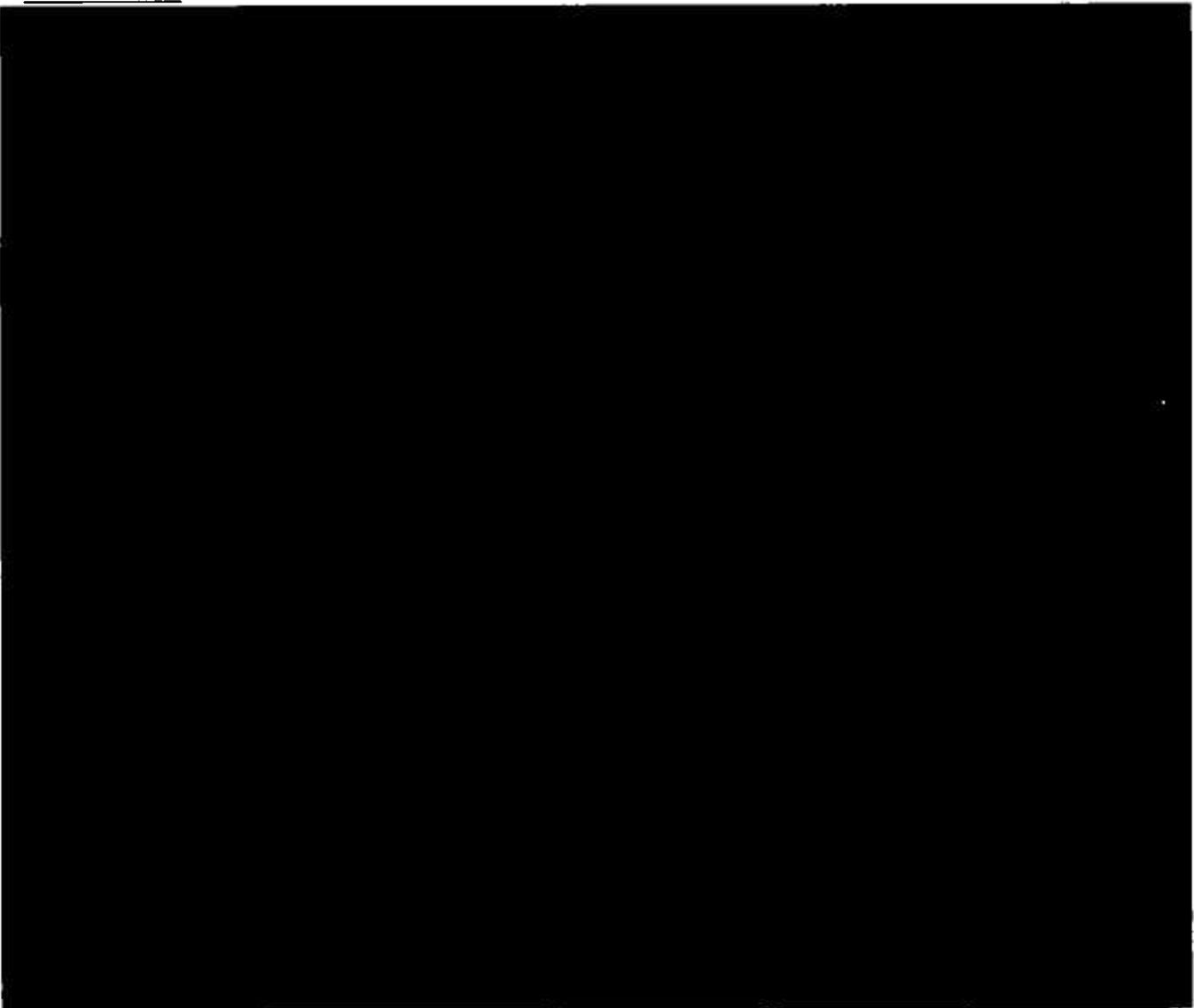
Motion was made by Colby to approve the Consent Agenda. There was a second by Hutwelker. All were in favor. **Motion passed.**



PUBLIC INPUT



NEW BUSINESS

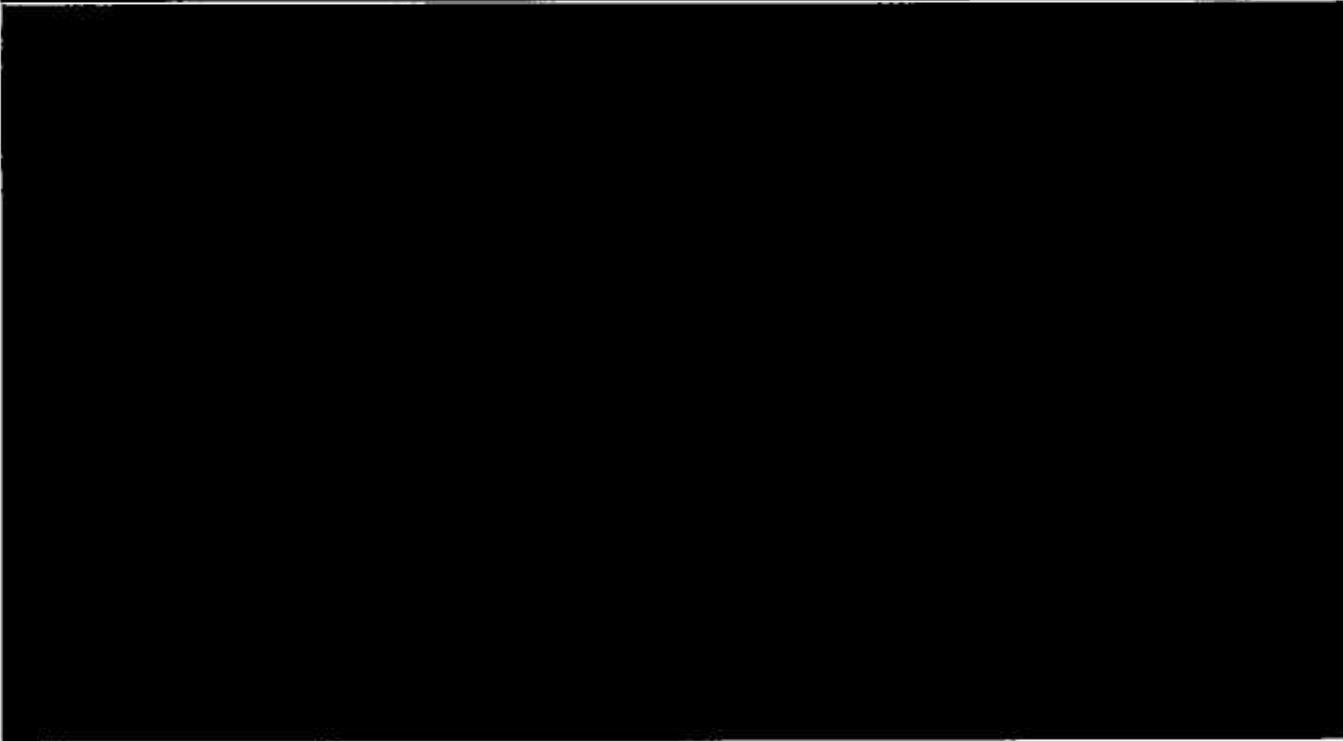
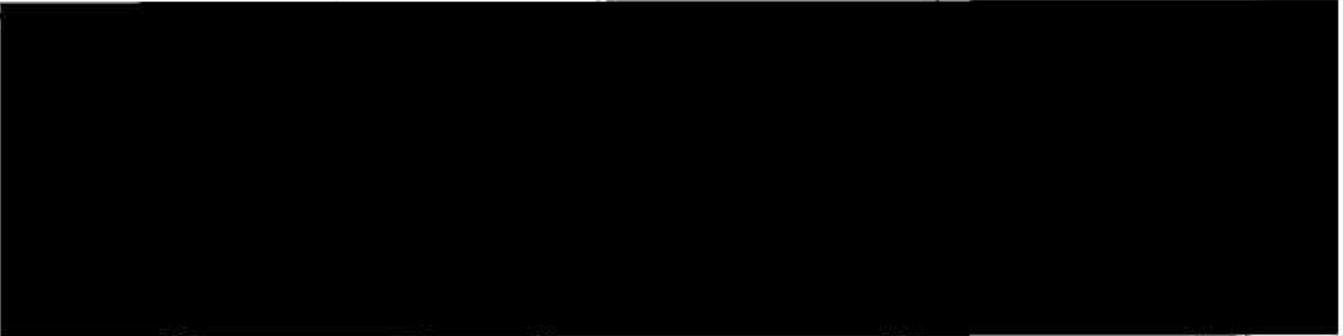


Update on Return to In-Person Public Meetings



Tax Deed Agreements





Pursuant to RSA 31:95-b, acceptance and expenditure of unanticipated funds in the amount of \$815,700 from the Federal Emergency Management Association (FEMA) for the stabilization of Webber Hill Road

Colby moved to accept the terms of the Pre-Disaster Mitigation Grant Program as presented in the amount of \$815,700 from the Federal Emergency Management Association (FEMA) to complete the stabilization of a 500-foot section of road embankment on Webber Hill Road. Furthermore, the Board acknowledges that the total cost of this project will be \$1,087,600; in which the town will be responsible for a 25% match (\$271,900), and authorizes the Town Administrator to sign all documents related to the grant. There was a second to the motion by Hutwelker and no further discussion. All were in favor. ***Motion passed.***



ADJOURNMENT

Motion to adjourn the meeting was made by Colby. The motion was seconded by Hutwelker without further discussion. All were in favor. **Motion passed.** Adjournment occurred at 6:16 pm.

Respectfully Submitted,



Beverly Bernard, Recording Secretary

Approved on June 23, 2021



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.

<i>Participating Member:</i> Primex3 Members as per attached Schedule of Members Property & Liability Program		<i>Member Number:</i>		<i>Company Affording Coverage:</i> NH Public Risk Management Exchange - Primex ³ Bow Brook Place 46 Donovan Street Concord, NH 03301-2624	
	Type of Coverage	Effective Date (mm/dd/yyyy)	Expiration Date (mm/dd/yyyy)	Limits - NH Statutory Limits May Apply, If Not:	
<input checked="" type="checkbox"/>	General Liability (Occurrence Form) Professional Liability (describe) <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence	1/1/2021	1/1/2022	Each Occurrence	\$ 5,000,000
				General Aggregate	\$ 5,000,000
				Fire Damage (Any one fire)	
				Med Exp (Any one person)	
	Automobile Liability Deductible Comp and Coll: <input type="checkbox"/> Any auto			Combined Single Limit (Each Accident) Aggregate	
	Workers' Compensation & Employers' Liability			<input type="checkbox"/> Statutory	
				Each Accident	
				Disease - Each Employee	
				Disease - Policy Limit	
	Property (Special Risk includes Fire and Theft)			Blanket Limit, Replacement Cost (unless otherwise stated)	
Description: Proof of Primex Member coverage only.					

CERTIFICATE HOLDER:	Additional Covered Party	Loss Payee	Primex³ - NH Public Risk Management Exchange
NH Dept of Safety 33 Hazen Dr. Concord, NH 03301			By: <i>Mary Beth Purcell</i>
			Date: 12/22/2020 mpurcell@nhprimex.org
			Please direct inquires to: Primex³ Claims/Coverage Services 603-225-2841 phone 603-228-3833 fax

Member	Mbr #
Bay Sewage District	558
Belknap County	607
Capital Area Fire Compact	546
Carroll County	600
Cheshire County	601
City of Claremont	141
Conway Village Fire District	526
Emerald Lake Village District	535
Kearsarge Lighting Precinct	464
Lakes Region Mutual Fire Aid	529
Lamprey Regional Cooperative	505
Littleton Water & Light	524
Lower Beech Pond Village District	463
Merrimack County	604
Milford Area Communications Center	545
NH Public Risk Management Exchange	573
North Conway Water Precinct	557
Pembroke Water Works	532
Penacook Rescue Squad	531
Plainfield Village Water District	571
Plymouth Village Water & Sewer District	559
Rockingham County	609
Rye Beach Village District	453
Southern New Hampshire Planning Commission	525
Strafford County	605
Strafford County Conservation District	465
Tilton & Northfield Aqueduct Co., Inc.	467
Tilton-Northfield Water District	585
Town of Acworth	100
Town of Allenstown	103
Town of Alton	105
Town of Ashland	109
Town of Atkinson	110
Town of Bedford	116
Town of Bethlehem	119
Town of Boscaawen	122
Town of Brentwood	125
Town of Bristol	127
Town of Brookline	129
Town of Candia	132
Town of Canterbury	133
Town of Center Harbor	135
Town of Chesterfield	139
Town of Chichester	140
Town of Conway	146
Town of Croydon	148
Town of Deerfield	152
Town of Dublin	157
Town of Dummer	158
Town of Dunbarton	159
Town of East Kingston	161
Town of Easton	162
Town of Effingham	164
Town of Exeter	170
Town of Francestown	173
Town of Franconia	174
Town of Freedom	176
Town of Fremont	177
Town of Gilford	178
Town of Gilmanton	179
Town of Goffstown	181
Town of Greenfield	186
Town of Greenville	188

Town of Hampton Falls	192
Town of Hill	199
Town of Hillsborough	200
Town of Hollis	203
Town of Jackson	207
Town of Litchfield	222
Town of Loudon	225
Town of Madbury	229
Town of Madison	230
Town of Marlborough	232
Town of Meredith	235
Town of Middleton	237
Town of Mont Vernon	242
Town of Moultonborough	243
Town of New Boston	246
Town of New Ipswich	253
Town of Newfields	250
Town of Newington	252
Town of Newton	257
Town of Northfield	258
Town of Pembroke	267
Town of Pittsfield	271
Town of Plaistow	273
Town of Raymond	277
Town of Rindge	279
Town of Rollinsford	281
Town of Rye	284
Town of Salisbury	286
Town of South Hampton	294
Town of Springfield	295
Town of Stratham	301
Town of Sullivan	303
Town of Sunapee	304
<u>Town of Swanzey</u>	<u>307</u>
Town of Temple	309
Town of Tilton	311
Town of Troy	312
Town of Tuftonboro	313
Town of Wakefield	315
Town of Walpole	316
Town of Warner	317
Town of Warren	318
Town of Weare	321
Town of Webster	322
Town of Westmoreland	324
Town of Wilton	327
Town of Windsor	323
Town of Woodstock	332
Woodsville Water & Light Department	516



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: Primex3 Members as per attached Schedule of Members Workers' Compensation Program	Member Number:	Company Affording Coverage: NH Public Risk Management Exchange - Primex ³ Bow Brook Place 46 Donovan Street Concord, NH 03301-2624
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Type of Coverage	Effective Date (mm/dd/yyyy)	Expiration Date (mm/dd/yyyy)	Limits - NH Statutory Limits May Apply, If Not:	
<input type="checkbox"/> General Liability (Occurrence Form) <input type="checkbox"/> Professional Liability (describe) <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence			Each Occurrence	
			General Aggregate	
			Fire Damage (Any one fire)	
			Med Exp (Any one person)	
<input type="checkbox"/> Automobile Liability Deductible Comp and Coll: <input type="checkbox"/> Any auto			Combined Single Limit (Each Accident)	
			Aggregate	
<input checked="" type="checkbox"/> Workers' Compensation & Employers' Liability	1/1/2021	1/1/2022	<input checked="" type="checkbox"/> Statutory	\$2,000,000
			Each Accident	\$2,000,000
			Disease - Each Employee	
			Disease - Policy Limit	
<input type="checkbox"/> Property (Special Risk includes Fire and Theft)			Blanket Limit, Replacement Cost (unless otherwise stated)	

Description: Proof of Primex Member coverage only.

CERTIFICATE HOLDER:	Additional Covered Party	Loss Payee	Primex³ - NH Public Risk Management Exchange By: <i>Mary Beth Purcell</i> Date: 12/22/2020 mpurcell@nhprimex.org
NH Dept of Safety 33 Hazen Dr. Concord, NH 03301			Please direct inquires to: Primex³ Claims/Coverage Services 603-225-2841 phone 603-228-3833 fax

Member	Mbr #
Bay Sewage District	558
BCEP Solid Waste	510
Belknap County	607
Berlin Housing Authority	527
Bethlehem Village District	568
Campton Village Precinct	565
Capital Area Fire Compact	546
Carroll County	600
Cheshire County	601
City of Claremont	141
City of Keene	210
City of Laconia	213
Claremont Housing Authority	528
Clarksville School District	816
Colebrook Fire Precinct	577
Colebrook School District	709
Columbia School District	818
Concord Housing Authority	522
Conway Village Fire District	526
Coos County	602
Derry Housing and Redevelopment Authority	530
Dover Housing Authority	551
Emerald Lake Village District	535
Exeter Housing Authority	503
Goffstown School District	720
Goffstown Village Water Precinct	553
Governor Wentworth Regional School District	721
Greenville Estates Village District	556
Hillsborough County	608
Hopkinton Village Precinct	554
Kearsarge Lighting Precinct	464
Keene Housing	504
Laconia Housing Authority	555
Lakes Region Mutual Fire Aid	529
Lamprey Regional Cooperative	505
Lebanon Housing Authority	523
Littleton Water & Light	524
Lower Beech Pond Village District	463
Manchester Housing and Redevelopment Authority	520
Manchester Transit Authority	506
Merrimack County	604
Merrimack Village District	561
Milford Area Communications Center	545
Mountain Lakes District	534
Nashua Housing and Redevelopment Authority	549
New Boston School District	740
New London/Springfield Water	539
Newfields Water & Sewer	560
NH Public Risk Management Exchange	573
North Conway Water Precinct	557
North Haverhill Precinct	508
Pembroke Water Works	532
Penacook Rescue Squad	531
Penacook-Boscawen Water Precinct	548
Pillsbury Lake Village District	540
Pittsburg School District	823
Plainfield Village Water District	571
Plymouth Village Water & Sewer District	559
Portsmouth Housing Authority	572
Portsmouth School District	950
Portsmouth School District	950
Precinct/Haverhill Corner	544
Rockingham Regional Planning Commission	563

Rye Beach Village District	453
Salem Housing Authority	521
SAU 7 Office	817
SAU 19 Office	748
Somersworth Housing Authority	533
Southeast Regional Refuse Dist 53-B	536
Southern New Hampshire Planning Commission	525
Southwest New Hampshire District Fire Mutual Aid	538
Southwest Region Planning Commission	566
Stewartstown School District	790
Strafford County	605
Strafford County Conservation District	465
Strafford Regional Planning Commission	562
Swains Lake Village District	552
Tilton & Northfield Aqueduct Co., Inc.	467
Tilton-Northfield Water District	585
Town of Acworth	100
Town of Albany	101
Town of Alexandria	102
Town of Allenstown	103
Town of Alstead	104
Town of Alton	105
Town of Andover	107
Town of Antrim	108
Town of Ashland	109
Town of Atkinson	110
Town of Auburn	111
Town of Barrington	113
Town of Bartlett	114
Town of Bath	115
Town of Bedford	116
Town of Belmont	117
Town of Bennington	118
Town of Bethlehem	119
Town of Boscaawen	122
Town of Bow	123
Town of Brentwood	125
Town of Bristol	127
Town of Brookfield	128
Town of Brookline	129
Town of Campton	130
Town of Canaan	131
Town of Candia	132
Town of Canterbury	133
Town of Carroll	134
Town of Center Harbor	135
Town of Chesterfield	139
Town of Chichester	140
Town of Clarksville	142
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Town of Milford	239
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Town of New Ipswich	253
Town of Newfields	250
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Town of Newport	256
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Town of Northfield	258
Town of Northumberland	260

Town of Northwood	261
Town of Nottingham	262
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Town of Orford	264
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Town of Pittsburg	270
Town of Pittsfield	271
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Town of Plaistow	273
Town of Plymouth	274
Town of Raymond	277
Town of Rindge	279
Town of Rollinsford	281
Town of Roxbury	282
Town of Rumney	283
Town of Rye	284
Town of Salem	285
Town of Salisbury	286
Town of Sanbornton	287
Town of Sandown	288
Town of Sandwich	289
Town of Seabrook	290
Town of Shelburne	292
Town of South Hampton	294
Town of Springfield	295
Town of Strafford	299
Town of Stratford	300
Town of Stratham	301
Town of Sullivan	303
Town of Sunapee	304
Town of Surry	305
<u>Town of Swanzey</u>	<u>307</u>
Town of Tamworth	308
Town of Temple	309
Town of Thornton	320
Town of Tilton	311
Town of Troy	312
Town of Tuftonboro	313
Town of Unity	314
Town of Wakefield	315
Town of Walpole	316
Town of Warner	317
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Town of Washington	319
Town of Weare	321
Town of Webster	322
Town of Westmoreland	324
Town of Whitefield	325
Town of Wilmot	326
Town of Wilton	327
Town of Windham	329
Town of Windsor	323
Town of Wolfeboro	331
Town of Woodstock	332
Village District of Eidelweiss	502
Warner Village Water District	513
Woodsville Fire District	515
Woodsville Water & Light Department	516



FEMA

February 11, 2021

Jennifer Harper
Director
Homeland Security and Emergency Management
New Hampshire Department of Safety
33 Hazen Drive
Concord, NH 03305

Re: Program: FY 2019 Pre-Disaster Mitigation Grant Program, Assistance Listing No. 97,047
Award No.: EMB-2020-PC-0005
Recipient: Homeland Security and Emergency Management, New Hampshire Department of Safety
Amendment #1 – Additional Project Award

Dear Director Harper:

The Federal Emergency Management Agency (“FEMA”) has approved one additional project and additional Management Costs in the Homeland Security and Emergency Management, New Hampshire Department of Safety (“Recipient”) application for financial assistance under the FY 2019 Pre-Disaster Mitigation Grant Program. The Federal award, numbered EMB-2020-PC-0005, is now comprised of the five projects detailed below and further detailed in the grant agreement articles. The amount of the Federal award has been increased to \$1,356,254.90 and, as a condition of the Federal award, the Recipient is required to contribute a nonfederal cost-share in the amount of \$452,084.97, or 25% of the total approved project cost of \$1,808,339.87.

Subject of this award notification:

Project Number: PDMC-PJ-01-NH-2019-001

Description: Webber Hill Road Stabilization

Project Cost: \$1,087,600.00 (federal award \$815,700.00, nonfederal cost-share \$271,900.00)

Subapplicant: Town of Swanzey

Award Date: As of the date of this letter

Project Number: PDMC-MC-01-NH-2019-008

Description: Management Costs (additional to previously awarded)

Project Cost: \$145,013.33 (federal award \$108,760.00, nonfederal cost-share \$36,253.33)

Subapplicant: New Hampshire Department of Safety, Homeland Security and Emergency Management

Award Date: As of the date of this letter

Previously awarded:

Project Number: PDMC-PL-01-NH-2019-005

Description: FFY19 Local Hazard Mitigation Plan Updates (1)

Project Cost: \$197,330.00 (federal award \$147,997.50, nonfederal cost-share \$49,332.50)

Subapplicant: New Hampshire Department of Safety, Homeland Security and Emergency Management

Award Date: August 3, 2020

Project Number: PDMC-PL-01-NH-2019-006

Description: FFY19 Local Hazard Mitigation Plan Updates (2)

Project Cost: \$198,666.00 (federal award \$148,999.50, nonfederal cost-share \$49,666.50)

Subapplicant: New Hampshire Department of Safety, Homeland Security and Emergency Management

Award Date: August 3, 2020

Project Number: PDMC-PL-01-NH-2019-007

Description: FFY19 Local Hazard Mitigation Plan Updates (3)

Project Cost: \$111,998.00 (federal award \$83,998.50, nonfederal cost-share \$27,999.50)

Subapplicant: New Hampshire Department of Safety, Homeland Security and Emergency Management

Award Date: August 3, 2020

Project Number: PDMC-MC-01-NH-2019-008

Description: Management Costs

Project Cost: \$67,732.54 (federal award \$50,799.40, nonfederal cost-share \$16,933.14)

Subapplicant: New Hampshire Department of Safety, Homeland Security and Emergency Management

Award Date: August 3, 2020

By accepting this award, you acknowledge that the terms of the following documents are incorporated into the terms of this award:

- Grant agreement articles (attached to this award letter)
- Obligating document, FEMA Form 76-10A (attached to this award letter)
- Record of Environmental Consideration (enclosed with this award letter for Project # PDMC-PJ-01-NH-2019-001; for other projects, FEMA has previously provided the Records of Environmental Consideration)
- FY 2019 Pre-Disaster Mitigation Grant Program Notice of Funding Opportunity

Jennifer Harper
February 11, 2021
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Please contact Nulise Francois, Grants Program Specialist, at (617) 956-7635, if you have any questions.

Sincerely,

Paul F. Ford
Acting Regional Administrator
FEMA Region 1

cc: Meghan Wells, State Hazard Mitigation Officer, Homeland Security and Emergency Management, New Hampshire Department of Safety,

Enclosures