

SM CJG



State of New Hampshire

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

EDDIE EDWARDS
ASSISTANT COMMISSIONER

STEVEN R. LAVOIE
ASSISTANT COMMISSIONER

ROBERT L. QUINN
COMMISSIONER

February 13, 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 amend the grant agreement with the Town of Webster (177497-B001), 945 Battle Street, Webster, NH 03303, to update their Hazard Mitigation Plan (HMP). This amendment will change the completion date from October 29, 2026 to May 2, 2026. This grant was initially approved by Governor and Council on June 7, 2024, item #100. Effective upon Governor and Council approval. Funding source: 100% Federal Funds. No additional funds are being requested.

EXPLANATION

This request for a change in completion date is needed due to an incorrect date listed on the initial agreement. HSEM has reviewed this request with the Federal Emergency Management Agency (FEMA), and it was determined that the date change will not affect Federal Funding.

The Hazard Mitigation Grant Program (HMGP) is 90% Federally funded by FEMA with a 10% match requirement supplied by the sub-recipient. The sub-recipient acknowledges their match obligation as part of Exhibits B and C to their grant agreement.

In the event that HMGP funds are no longer available, General Funds and/or Highway Funds will not be requested to support this program.

Respectfully submitted,


Robert L. Quinn
Commissioner of Safety

Federal Award Title & #: Hazard Mitigation Grant Program (HMGP) 4516DRNHP00000095

Federal Awarding Agency: Federal Emergency Management Agency (FEMA)

Assistance Listings: 97.039

Applicant's Unique Entity Identifier (UEI): VHUATT2KTJ61

Grant Agreement Amendment

Extension or Change of Period of Performance

Town of Webster (Sub-Recipient)

It is hereby agreed that the grant agreement (PO#1100827) approved by the Governor and Executive Council on June 7, 2024, Item #100, between the Town of Webster as "Sub-recipient" and the Department of Safety, Division of Homeland Security & Emergency Management as "State" for upgrades to the community's Local Hazard Mitigation Plan is amended as follows:

1. GENERAL PROVISIONS, Section 1.7, Completion Date;

Change the project completion date from October 29, 2026 to May 2, 2026

2. EXHIBIT B, Scope of Work, Project Tasks & Deliverables, and Project Review & Conditions, Number 1;

Delete item three (3) in its entirety and replace with:

"The Subrecipient" agrees that the period of performance ends on May 2, 2026 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 2, 2026, thirty (30) days after the period of performance ends.

3. Exhibit C, Grant Amount and Payment Schedule, Number 2, section b

Change task completed schedule from:

Sub-Recipient Initials: 1. 2. 3. Date: 5/2/25

Task Completed	% of Individual Plan Cost to be Billed
Task 1. Document the Planning Process	20%
Task 2. Conduct a Hazard Identification and Risk Assessment	20%
Task 3. Identify Mitigation Actions	20%
Task 4. Prioritize Mitigation Actions	20%
Task 5. Submit completed plan for review, revisions, and receive APA status	15%
Task 6. Submit Adopted Plan and receive Formal Approval	5%

To:

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%
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%

4. All other provisions of the grant agreement, approved by the Governor and Council on June 7, 2024 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:

Sub-Recipient Initials: 1.  2.  3.  Date: 

Town of Webster (Sub-Recipient)

By (signature) *Dana I. Hadley*

By (signature): _____

Print Name: DANA I. HADLEY

Print Name: _____

Title: Town Administrator

Title: _____

By (signature): _____

By (signature): _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

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

By (signature): *[Signature]*
Director of Administration

Approval by State of New Hampshire Attorney General:

By (signature): *[Signature]* 03-03-2025
Attorney General

Sub-Recipient Initials: 1.) *[Initials]* 2.) *[Initials]* 3.) *[Initials]*

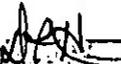
Date: 3/3/2025

Approval by State of New Hampshire Governor & Council / Secretary of State:

By (signature): _____

Governor & Council / Secretary of State

Sub-Recipient Initials:

1.) 

2.) 

3.) 

Date: 

City/Town of Webster, NH

CERTIFICATE OF AUTHORITY

April 1, 2024

I, David Hemenway, Chairman of the Board of Webster, NH, hereby certify that Dana Hadley, Town Administrator, has authority to sign and enter into a grant agreement with the State of NH Division of Homeland Security and Emergency Management on April 15, 2024, for the City/Town of Webster, and, further, hereby authorize Dana Hadley to execute any and all contract and agreements related to the Hazard Mitigation Grant Program (HMGP) Agreement.

I further attest that Dana Hadley 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:



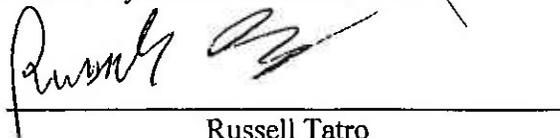
David Hemenway
Selectboard Chairman

State: New Hampshire

County:

On this 15th day of April 2024, before me, Russell Tatro, the undersigned officer, personally appeared David Hemenway 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.



Russell Tatro

My Commission Expires: October 21, 2025

RUSSELL TATRO
NOTARY PUBLIC
State of New Hampshire
My Commission Expires
October 21, 2025



TOWN OF WEBSTER
SELECT BOARD
MEETING MINUTES MONDAY JANUARY 6, 2025

1 The Select Board held a meeting on Monday, January 6, 2025. The meeting was held at 945 Battle Street,
2 Webster, NH 03303

3
4 **Select Board Members present:** David Hemenway, Normandie Blake, Marlo Herrick.

5
6 **Also present:** Town Administrator Dana Hadley, Police Chief Steven Adams, Land Use Coordinator
7 Russell Tatro, Gorden Welch.

8
9 Chairperson Hemenway opened the meeting at 6:30pm with the pledge of allegiance. He then took
10 attendance, and all members were in attendance. Administrator Hadley announced that the budget hearing
11 would be held on February 4th. He also announced that today was the deadline for tax bills and they could
12 still be paid online if needed. He also announced that there was a parking ban in effect until the end
13 of winter. He then stated that he had an update on Webster Community Power. He informed the public
14 that due to an artificial reduced rate some Until customers in the next billing cycle would have a slightly
15 lower rate than community power. He pointed out that this was why Community Power gave individual
16 residents the option to opt in or opt out with no penalty. He stated that the new rates would start in
17 February and those who were interested in taking advantage of them could contact their utility company.
18 Selectwoman Blake announced that the period to sign up for the following Town Offices, Select Board 3
19 years, Trustee of Trust Funds 5 years, Supervisors of the Checklist 5 year, would be January 22nd to
20 January 31st.

21
22 Chairperson Hemenway moved to the first item on the agenda, the appointment with Christopher
23 Hawkins the new Town Attorney.

24
25 Attorney Christopher Hawkins introduced himself as well as his associate Brandon Lathem. He informed
26 the Board that he had 30 plus years of experience working for municipalities. He had also served on his
27 local Select Board, Zoning Board, School Board, and Planning Board over the years. He informed the
28 Board that he had talked with the Town Office Staff to help get up to speed on what was going on in
29 Town and understood that Town's had to be mindful of their limited resources. Administrator Hadley
30 agreed. Chairperson Hemenway asked if the Town needed to be worried about enforcing only a few
31 things at a time. Attorney Hawkins responded that the Board had the discretion to enforce what it thought
32 were the greatest issues first.

33
34 Attorney Hawkins asked if there were any issues that he should be expecting in the near future.
35 Administrator Hadley responded that the only things he could think of were the Transfer Station and the
36 replacement of Clothspin Bridge. Having no further questions the Board thanked Attorney Hawkins and
37 Attorney Lathem for coming in to meet with them.

38
39 Chairperson Hemenway moved to the next item on the agenda, Department Heads.

40
41 Administrator Hadley informed the Board that the Police Chief would not be in attendance because he
42 was out of Town.

43
44 Fire Chief Bean began his Fire Department Report by informing the Board that the Department had
45 answered 227 calls for service in 2024. He then went over the incidents and training from the previous
46 month. He also informed the Board that the new Fire Truck was scheduled to arrive next week.
47 Selectwoman Blake suggested that they have it out front at Town Meeting to show it to the new residents.
48

1 Road Agent Bean began his highway report by going over the maintenance that he had completed over
2 the previous month. Chairperson Hemenway then stated that he hoped he would have time to go over his
3 budget one more time. Road Agent Bean responded that he did. Chairperson Hemenway explained that
4 the Board had reviewed his budget and had suggested giving him a 5% increase to account for inflation.
5 This would be about a \$20,000.00 increase to his budget. The Board then went over the individual line
6 items and the funding amounts for the trust funds with the Road Agent.

7
8 The Board then reviewed the other Trust Funds and asked Administrator Hadley to reach out to Cemetery
9 Trustee Brenda Silver to discuss the discontinuation of the Cemetery Improvement Fund. The wished to
10 do this because it had not been funded or used in many years.

11
12 Administrator Hadley stated that while they were on the topic of the Trust Funds, he needed to Board to
13 rescind their motion from the last meeting in order for it to be redone because one of the amounts had
14 been wrong. He stated that he had prepared a new motion that was ready to approve at the end of the
15 meeting.

16
17 **MOTION:** Chairperson Hemenway

18 *To rescind the motion for Trustees of the Trust Funds made on 12/16/2024.*

19 **SECOND:** Selectwoman Blake

20 **DAVID HEMENWAY – YES**

21 **NORMANDIE BLAKE – YES**

22 **MARLO HERRICK – YES**

23 **The motion passed 3 to 0.**

24
25 Chairperson Hemenway moved to the next item on the agenda, correspondence.

26
27 Administrator Hadley informed the Board that they had received correspondence from the State that
28 required them to make a motion to accept the new terms for the Hazard Mitigation Grant Program.

29
30 **MOTION:** Chairperson Hemenway

31 *The accept the Terms of the Hazard Mitigation Grant Program amended as presented, to reflect the*
32 *change of Period of Performance dates from October 29, 2026 to May 2, 2026 and to make Town*
33 *Administrator the signatory on the grant.*

34 **SECOND:** Selectwoman Blake

35 **DAVID HEMENWAY – YES**

36 **NORMANDIE BLAKE – YES**

37 **MARLO HERRICK – YES**

38 **The motion passed 3 to 0.**

39
40 Chairperson Hemenway then moved onto the next item on the agenda, public comments.

41
42 Gordon Welch stated that he had a question for the Board regarding the upcoming visit of the Trekkers
43 Group from Maine. He wanted to know what the cost would be for the use of the Hall for the weekend.
44 The Board discussed the topic and felt that since this was for an educational non-profit that a discount
45 could be warranted. Coordinator Tatro informed them that the current policy exempted only local non-
46 profits, and the price of the rental would be \$250.00 per day. The Board discussed the topic and agreed
47 that they could offer a discount for non-profits using the hall for educational purposes at 50% reduced
48 rate. They then asked Administrator Hadley to update the policy and provide it to them at their next
49 meeting for approval.

50
51 **MOTION:** Chairperson Hemenway

- 1 *See attached motion for trustees of the trust funds.*
- 2 **SECOND:** Selectwoman Blake
- 3 **DAVID HEMENWAY – YES**
- 4 **NORMANDIE BLAKE – YES**
- 5 **MARLO HERRICK – YES**
- 6 **The motion passed 3 to 0.**
- 7
- 8 Chairperson Hemenway moved to the next item on the agenda, motions and approvals.
- 9
- 10 **MOTION:** Chairperson Hemenway
- 11 *See attached motion for trustees of the trust funds.*
- 12 **SECOND:** Selectwoman Blake
- 13 **DAVID HEMENWAY – YES**
- 14 **NORMANDIE BLAKE – YES**
- 15 **MARLO HERRICK – YES**
- 16 **The motion passed 3 to 0.**
- 17
- 18 **MOTION:** Selectwoman Blake
- 19 *To approve the minutes from 12/16/24 as written*
- 20 **SECOND:** Selectwoman Blake
- 21 **DAVID HEMENWAY – ABSTAIN**
- 22 **NORMANDIE BLAKE – YES**
- 23 **MARLO HERRICK – YES**
- 24 **The motion passed 2 to 0.**
- 25
- 26 **MOTION:** Chairperson Hemenway
- 27 *To approve the minutes from 12/30/24 and 12/30/24 non-public session as written.*
- 28 **SECOND:** Selectwoman Blake
- 29 **DAVID HEMENWAY – YES**
- 30 **NORMANDIE BLAKE – YES**
- 31 **MARLO HERRICK – YES**
- 32 **The motion passed 3 to 0.**
- 33
- 34 **MOTION:** Chairperson Hemenway
- 35 *To adjourn the meeting at 8:08pm.*
- 36 **SECOND:** Selectwoman Blake
- 37 **DAVID HEMENWAY – YES**
- 38 **NORMANDIE BLAKE – YES**
- 39 **MARLO HERRICK – YES**
- 40 **The motion passed 3 to 0.**
- 41
- 42
- 43 *Minutes taken by Russell Tatro.*



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 Webster 945 Battle Street Webster, NH 03303		Member Number: 322	Company Affording Coverage: NH Public Risk Management Exchange - Primex ³ PO Box 23 Hooksett, NH 03106-9716		
Type of Coverage		Effective Date (mm/dd/yyyy)	Expiration Date (mm/dd/yyyy)	Limits - NH Statutory Limits May Apply, If Not:	
<input checked="" type="checkbox"/>	General Liability (Occurrence Form) Professional Liability (describe) <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence	1/1/2025	1/1/2026	Each Occurrence	\$ 2,000,000
				General Aggregate	\$ 10,000,000
				Fire Damage (Any one fire)	
				Med Exp (Any one person)	
<input checked="" type="checkbox"/>	Automobile Liability Deductible Comp and Coll: \$1,000 <input type="checkbox"/> Any auto	1/1/2025	1/1/2026	Combined Single Limit (Each Accident)	\$2,000,000
				Aggregate	\$10,000,000
<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	
<input checked="" type="checkbox"/>	Property (Special Risk includes Fire and Theft)	1/1/2025	1/1/2026	Blanket Limit, Replacement Cost (unless otherwise stated)	Deductible: \$1,000
Description: Proof of Primex Member coverage only.					

CERTIFICATE HOLDER:	Additional Covered Party	Loss Payee	Primex³ - NH Public Risk Management Exchange
			By: <i>Mary Beth Purcell</i>
			Date: 2/4/2025 mpurcell@nhprimex.org
NH Department of Safety 33 Hazen Drive Concord, NH 03305			Please direct inquires to: Primex³ Claims/Coverage Services 603-225-2841 phone 603-228-3833 fax



State of New Hampshire

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

EODIE EDWARDS
ASSISTANT COMMISSIONER

STEVEN R. LAVOIE
ASSISTANT COMMISSIONER

ROBERT L. QUINN
COMMISSIONER

May 16, 2024

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

G&C 100
06-07-2024
APPROVED

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 Webster (177497-B001), 945 Battle Street, Webster, NH 03303, in the amount of \$9,000.00 to update their Hazard Mitigation Plan (HMP). Effective upon Governor and Council approval through October 29, 2026. 100% Federal Funds.

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

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

SFY 2024
\$9,000.00

EXPLANATION

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

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

HMGP is 90% Federally funded by FEMA with a 10% match requirement supplied by the sub-recipient. The sub-recipient acknowledges their match obligation as part of Exhibits B and C to their grant agreement.

In the event that HMGP funds are no longer available, General Funds and/or Highway Funds will not be requested to support this program.

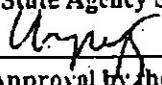
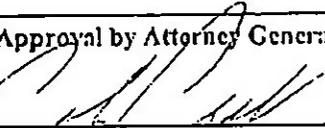
Respectfully submitted,

Robert L. Quinn
Commissioner of Safety

GRANT AGREEMENT

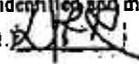
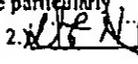
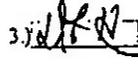
The State of New Hampshire and the Sub-Recipient hereby
Mutually agree as follows:
GENERAL PROVISIONS

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 Webster (177497-B001)		1.4. Sub-Recipient Address 945 Battle Street, Webster, NH 03303	
1.5. Sub-Recipient Tel. # 603-678-2050	1.6. Account Number AU #29200000	1.7. Completion Date 10/29/2026	1.8. Grant Limitation \$9,000.00
1.9. Grant Officer for State Agency Austin Brown, Chief of Mitigation & Recovery		1.10. State Agency Telephone Number (603) 237-8767	
"By signing this form we certify that we have complied with any public meeting requirement for acceptance of this grant including if applicable RSA 31:95-b."			
1.11. Sub-Recipient Signature 1 		1.12. Name & Title of Sub-Recipient Signor 1 DANA I. HADLEY - Town Administrator	
Sub-Recipient Signature 2		Name & Title of Sub-Recipient Signor 2	
Sub-Recipient Signature 3		Name & Title of Sub-Recipient Signor 3	
1.13. State Agency Signature(s) By:  On: 5/16/24		1.14. Name & Title of State Agency Signor(s) Amy Newbury, Director of Administration	
1.15. Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: / /			
1.16. Approval by Attorney General (Form, Substance and Execution) (if G & C approval required) By:  Assistant Attorney General, On: 05/16/24			
1.17. Approval by Governor and Council (if applicable) By: _____ On: / /			

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

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

Sub-Recipient Initials: 1.  2.  3. 

Date: 04/27/2024

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

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

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

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

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

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

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

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

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

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

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

7. PERSONNEL.

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

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

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

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

Sub-Recipient Initials: 1. *[Signature]*

2. *[Signature]*

3. *[Signature]*

Date: *02/27/2024*

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

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

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

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

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

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

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

9. TERMINATION.

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

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

10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

Sub-Recipient Initials: 1. AKN

2. AKN

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

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

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

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

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

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

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

14. INSURANCE.

3. AKN

Date: 04/24/2024

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

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

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

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

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

15. WORKERS' COMPENSATION.

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

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

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

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

Sub-Recipient Initials: 1. AKN 2. AKN

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. AKN

Date: 04/24/2024

EXHIBIT A

Special Provisions

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

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

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

Sub-Recipient Initials:

1. AKN

2. AKN

3. AKN

Date:

04/30/2024

Page 5 of 7

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 Webster (hereinafter referred to as "the Sub-Recipient") \$9,000.00 within the 4516 Hazard Mitigation Grant Program (HMGP).

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

"The Sub-Recipient" agrees that the period of performance ends on October 29, 2026 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 November 29, 2026, thirty (30) days after the period of performance ends and a final performance and expenditure report will be sent to "the State" by November 29, 2026.

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

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

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

The planning process will include the following actions and elements:

Task 1-3

1. Grant Award and Contracting:

The community will procure services to facilitate this planning process update

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

2. Select and Hire a Vendor:

Sub-Recipient Initials: 1. AKN 2. AKN 3. AKN Date: 04/24/2024 Page 6 of 7

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

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

3. Convene a local Hazard Mitigation Planning Committee:

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

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

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

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

Sub-Recipient Initials: 1. DEN

2. DEN

3. DEN

Date: 04/24/2021

Page 7 of 7

Task 5. Facility Inventory:

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

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

Task 6: Vulnerability:

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

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

Task 7. Mitigation Goals:

Sub-Recipient Initials: 1.) AKN

2.) AKN

3.) AKN

Date: 04/24/2021

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

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

Task 8. Actions:

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

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

Task 9. Plan Review, Evaluation, and Implementation

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

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

Sub-Recipient Initials:

1. WEN

2. WEN

3. WEN

Date: 04/27/2024

Page 9 of 7

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

Task 10. Maintenance:

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

Task 11. Public Review of Draft:

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

Task 12. Review and Approval:

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

3. PROJECT REVIEW AND CONDITIONS

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

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

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

Sub-Recipient Initials:

1. DN

2. DN

3. DN

Date: 07/24/2024

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

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

"The Sub-Recipient" shall maintain financial records, supporting documents, and all other pertinent records for a period of three (3) years from the grant period end date as identified in HSEM's closeout letter. In these records, "the Sub-Recipient" shall maintain documentation of the 10% cost share required by this grant.

Sub-Recipient Initials:

1. ARW

2. DEX

3. ARW

Date:

04/04/2024

Page 11 of 7

EXHIBIT C

Grant Amount and Payment Schedule

1. GRANT AMOUNT

	Sub-Applicant Share	Grant (Federal Share)	Cost Totals
Project Cost	\$1,000.00	\$9,000.00	\$10,000.00
Project Cost is 90% Federal Funds, 10% Applicant Share			
Awarding Agency: Federal Emergency Management Agency (FEMA)			
Award Title & #: Hazard Mitigation Grant Program (HMGP) 4516DRNHP00000095			
Catalog of Federal Domestic Assistance (CFDA) Number: 97.039			
Applicant's Unique Entity Identifier (UEI): VHUATT2KTJ6			

2. PAYMENT SCHEDULE

- a. "The Sub-Recipient" agrees the total payment by "the State" under this grant agreement shall be up to \$9,000.00 and allocated to individual plan development as follows:

Jurisdiction	Federal Share	Sub-Applicant Share
Webster	\$9,000.00	\$1,000.00

Nothing in this allocation shall affect "the Sub-Recipient's" obligation to maintain financial records including documentation of the 10% 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 A:

Task Completed	% of Individual Plan Cost to be Billed
Task 1. Document the Planning Process	20%
Task 2. Conduct a Hazard Identification and Risk Assessment	20%
Task 3. Identify Mitigation Actions	20%
Task 4. Prioritize Mitigation Actions	20%
Task 5. Submit completed plan for review, revisions, and receive APA status	15%
Task 6. Submit Adopted Plan and receive Formal 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, August 5, 2021, to the identified completion date (block 1.7).

Sub-Recipient Initials: 1. EBN 2. EBN 3. EBN

Date: 04/30/2021 Page 7 of 7

U.S. Department of Homeland Security
FEMA Region I
220 Binney Street
Cambridge, MA 02142



FEMA

Sent Via Email

December 15, 2023

Robert M. Buxton, Director
New Hampshire Homeland Security and
Emergency Management
33 Hazen Dr.
Concord, NH 03305

Re: Major Disaster Declaration: FEMA-4516-DR-9P
Program: Hazard Mitigation Grant Program, Assistance Listing #97.039
Recipient: New Hampshire Homeland Security and Emergency Management
Subrecipient: New Hampshire Homeland Security and Emergency Management (NH HSEM)
Federal Award No.: 4516DRNHP00000095
Project: NH HSEM LHMP Updates for Boscawen, Dover, Farmington, Gifford, Marlow,
Newmarket, Plaistow, Salem, and Webster.
Project #: HMGP-4516-9P

Dear Director Buxton:

The Federal Emergency Management Agency ("**FEMA**"), U.S. Department of Homeland Security has awarded the above-referenced project that the New Hampshire Homeland Security and Emergency Management submitted under the Hazard Mitigation Grant Program ("**HMGP**") application for FEMA-4516-DR-9P. The subrecipient for this project is New Hampshire Homeland Security and Emergency Management and the approved federal funding for the project is \$105,599.70, which is 90% of the total approved project cost of \$117,333.00. As a condition of the federal award, New Hampshire Homeland Security and Emergency Management is required to contribute a non-Federal cost-share of \$11,733.30.

By accepting this Federal award, you acknowledge that the terms and conditions set forth in the following documents are incorporated into the terms and conditions of this award and will ensure that you incorporate them into any subaward to the subapplicant.

- FEMA-State Agreement for FEMA-4516-DR-9P
- FY 2020 Department of Homeland Security Standard Terms and Conditions, v. 10
- Hazard Mitigation Assistance Guidance (2015)
- Acknowledgment of Programmatic Requirements (enclosed)
- Obligation Report (enclosed).
- Record of Environmental Consideration (enclosed)

Robert M. Buxton, Director

-2-

December 15, 2023

If you have any questions, please contact the Region I Hazard Mitigation Assistance Grants Mailbox, Mitigation Division, FEMA Region I at FEMA-RI-HMA-Grants@fema.dhs.gov.

Sincerely,

**RICHARD H
VERVILLE**

Digitally signed by
RICHARD H VERVILLE
Date: 2023.12.15 10:54:32
-05'00'

Richard H. Verville
Deputy Director, Mitigation Division
FEMA Region I

Enclosures

cc: Austin Brown, Chief of Mitigation and Recovery, NH HSEM
Ginny Clasby, Assistant Chief of Mitigation, State Hazard Mitigation Officer, NH HSEM

GENERAL FEDERAL AWARD INFORMATION**Hazard Mitigation Grant Program****Major Disaster FEMA-4516-DR-NH****Federal Award No.: 4516DRNHP00000095****Project No.: HMGP-4516-9P**

Recipient Name:	New Hampshire Homeland Security and Emergency Management
Recipient's Unique Entity Identifier (UEI):	V9GSW38ZEVCS
Subrecipient Name:	New Hampshire Homeland Security and Emergency Management
Subrecipient's Unique Entity Identifier (UEI):	V9GSW38ZEVCS
Assistance Listings Number and Title:	97.039, Hazard Mitigation Grant Program
Federal Award Identification Number (FAIN):	4516DRNHP00000005
HMGP Project Number:	HMGP-4516-9P
Federal Award Date:	December 15, 2023
Period of Performance Start and End Date:	8/5/2021 – 5/2/2026 Project Completion ▪ HMGP Projects: 5/2/2026
Budget Period Start and End Date:	8/5/2021 – 5/2/2026
Amount of Federal Funds Obligated by this Action:	\$105,599.70
Total Amount of Federal Funds Obligated:	\$ 105,599.70
Total Approved Cost Sharing or Matching:	\$ 11,733.30
Total Amount of the Federal Award Including Approved Cost Share or Matching:	\$ 117,333.00
Budget Approved by the Federal Awarding Agency (to comply with statutory requirements (e.g., FFATA)):	The approved budget is set forth below:
Federal Award Description	Hazard Mitigation Planning

Name of Federal Awarding Agency and Contact Information for Awarding Official:	Federal Emergency Management Agency Richard Verville, Deputy Director, Mitigation Division Email: richard.verville@fema.dhs.gov Phone: (857) 205-2841
Identification of Whether the Award is R&D:	No part of this Federal award is for research and development.
Indirect Cost Rate for the Federal Award:	Indirect costs are not authorized under this grant.

BUDGET COST CATEGORIES

Object Class	Cost
Personnel	\$ 0
Fringe Benefits	\$ 0
Travel	\$ 0
Equipment	\$ 0
Supplies	\$ 0
Contractual	\$ 117,333.00
Construction	\$ 0
Other	\$ 0
Indirect Costs	\$ 0
Total:	\$ 117,333.00

12/05/2023
8:11 AM

FEDERAL EMERGENCY MANAGEMENT AGENCY
HAZARD MITIGATION GRANTS PROGRAM

HMGP-FP-01

Full Project History

Disaster Number: 4516
FEMA Project Number: 9-P
Amendment Number: 0
App ID: 19
State: NH
Recipient: Statewide

Subrecipient: Statewide
FIPS Code: 000-00000

Project Title: 4516 LHMP Boscawen, Dover, Farmington, Gilford, Marlow, Newmarket, Plaistow, Sal

Eligibility	
Date Submitted:	10/30/2023
Project Status:	Approved
Date Received:	10/30/2023
Date Reviewed:	11/03/2023
Decision Date:	11/16/2023
Applicant Eligibility:	Yes
Project Type Eligibility:	es
Eligibility Criteria:	Yes
Mitigation Analyst:	BRIAN MCINTYRE JR

Environmental	
Laws/EOs:	Yes
NEPA Type:	CATEX
NEPA Status:	Completed
HO Review:	

Highest Approved Amendment #: 0

	Fed Share	Non Fed Share	Subrecipient Management Cost	Total
Requested	\$105,599.70	\$11,733.30		\$117,333.00
Approved	\$105,600.00	\$11,733.00		\$117,333.00
Allocated	\$105,600.00		\$0.00	\$105,600.00
Obligated	\$105,600.00		\$0.00	\$105,600.00
Total Elig Fed Project Expenditures (1)	\$0.00			\$0.00
Current Project Federal Share Balance (2)	\$105,600.00			\$105,600.00

Program Income (If generated):

(1) This amount comes from the "Financials" tab under Project Closeout.

(2) This amount must be zero before the project can be closed. This amount comes from the "Financials" tab under Project Closeout.

Allocation Summary

Allocation Number	Fed Share	Subrecipient Management Cost	Total Allocation	ES/DFSC Submit Date	FMS Date
1	\$105,599.70	\$0.00	\$105,599.70	11/20/2023	11/21/2023
Total:	\$105,599.70	\$0.00	\$105,599.70		

12/05/2023
8:11 AM

FEDERAL EMERGENCY MANAGEMENT AGENCY
HAZARD MITIGATION GRANTS PROGRAM

HMGP-FP-01

Full Project History

Disaster Number	FEMA Project Number	Amendment Number	App ID	State	Recipient
4516	9-P	0	19	NH	Statewide

Subrecipient : Statewide
FIPS Code : 000-00000

Project Title : 4516 LHMP Boscawen, Dover, Farmington, Gilford, Marlow, Newmarket, Plalstow, Sal

Obligation Summary

Action Number	Fed Share	Subrecipient Management Cost	Total Obligation	SFS Submit Date	IFMIS Date
1	\$105,599.70	\$0.00	\$105,599.70	11/28/2023	11/28/2023
Total :	\$105,599.70	\$0.00	\$105,599.70		

12/05/2023
7:53 AM

FEDERAL EMERGENCY MANAGEMENT AGENCY
HAZARD MITIGATION GRANT PROGRAM

HMGP-AP-01

Project Management Report

Disaster Number	FEMA Project Number	Amendment Number	App ID	State	Recipient
4516	9-P	0	19	NH	Statewide

Subrecipient: Statewide

FIPS Code: 000-00000

Project Title : 4516 LHMP, Boscawen, Dover, Farmington, Gilford, Marlow, Newmarket, Pla

Mitigation Project Description

Amendment Status : Approved

Approval Status: Approved

Project Title : 4516 LHMP Boscawen, Dover, Farmington, Gilford, Marlow, Newmarket, Pla

Recipient : Statewide

Subrecipient : Statewide

Recipient County Name : Statewide

Subrecipient County Name : Statewide

Recipient County Code : 0

Subrecipient County Code : 0

Recipient Place Name : Statewide

Subrecipient Place Name : Statewide

Recipient Place Code : 0

Subrecipient Place Code : 0

Project Closeout Date : 00/00/0000

Work Schedule Status

Amend #	Description	Time Frame	Due Date	Revised Date	Completion Date
0	Boscawen - Grant Award / State Contracting	3	00/00/0000	00/00/0000	00/00/0000
0	Boscawen - Select and Hire Vendor	2	00/00/0000	00/00/0000	00/00/0000
0	ven - Convene Local Hazard Mitigation Planning Comm	2	00/00/0000	00/00/0000	00/00/0000
0	Boscawen - Update Hazard Profiles (Concurrent)	3	00/00/0000	00/00/0000	00/00/0000
0	scawen - Update Critical Facility Inventory (Concurr	3	00/00/0000	00/00/0000	00/00/0000
0	Boscawen - Update Hazard Vulnerability (Concurrent)	4	00/00/0000	00/00/0000	00/00/0000
0	Boscawen - Update Mitigation Goals (Concurrent)	6	00/00/0000	00/00/0000	00/00/0000
0	Boscawen - Update Actions	6	00/00/0000	00/00/0000	00/00/0000
0	scawen - Plan Review, Evaluation and Implementatic	3	00/00/0000	00/00/0000	00/00/0000
0	Boscawen - Plan Maintenance	2	00/00/0000	00/00/0000	00/00/0000
0	Boscawen - Public Review of Draft Plan	6	00/00/0000	00/00/0000	00/00/0000
0	Boscawen - Review & Approval	3	00/00/0000	00/00/0000	00/00/0000
0	Boscawen - Closeout	3	00/00/0000	00/00/0000	00/00/0000
0	Dover - Grant Award / State Contracting	3	00/00/0000	00/00/0000	00/00/0000
0	Dover - Select and Hire Vendor	2	00/00/0000	00/00/0000	00/00/0000
0	or - Convene Local Hazard Mitigation Planning Comm	2	00/00/0000	00/00/0000	00/00/0000
0	Dover - Update Hazard Profiles (Concurrent)	3	00/00/0000	00/00/0000	00/00/0000
0	Dover - Update Critical Facility Inventory (Concurrent)	3	00/00/0000	00/00/0000	00/00/0000
0	Dover - Update Hazard Vulnerability (Concurrent)	4	00/00/0000	00/00/0000	00/00/0000
0	Dover - Update Mitigation Goals (Concurrent)	6	00/00/0000	00/00/0000	00/00/0000
0	Dover - Update Actions	6	00/00/0000	00/00/0000	00/00/0000
0	Dover - Plan Review, Evaluation and Implementation	3	00/00/0000	00/00/0000	00/00/0000
0	Dover - Plan Maintenance	2	00/00/0000	00/00/0000	00/00/0000
0	Dover - Public Review of Draft Plan	6	00/00/0000	00/00/0000	00/00/0000
0	Dover - Review & Approval	3	00/00/0000	00/00/0000	00/00/0000
0	Dover - Closeout	3	00/00/0000	00/00/0000	00/00/0000
0	Farmington - Grant Award/State Contracting	3	00/00/0000	00/00/0000	00/00/0000

12/05/2023
7:53 AM

FEDERAL EMERGENCY MANAGEMENT AGENCY
HAZARD MITIGATION GRANT PROGRAM

HMGP-AP-01

Project Management Report

Disaster Number	FEMA Project Number	Amendment Number	App ID	State	Recipient
4518	9-P	0	19	NH	Statewide

Subrecipient: Statewide

FIPS Code: 000-00000

Project Title : 4518 LHMP Boscawen, Dover, Farmington, Gilford, Marlow, Newmarket, Pla

Work Schedule Status

Amend #	Description	Time Frame	Due Date	Revised Date	Completion Date
0	Farmington - Select and Hire Vendor	2	00/00/0000	00/00/0000	00/00/0000
0	Farmington - Convene Local Hazard Mitigation Planning Comm	2	00/00/0000	00/00/0000	00/00/0000
0	Farmington - Update Hazard Profiles (Concurrent)	3	00/00/0000	00/00/0000	00/00/0000
0	Farmington - Update Critical Facility Inventory (Concurr	3	00/00/0000	00/00/0000	00/00/0000
0	Farmington - Update Hazard Vulnerability (Concurrent)	4	00/00/0000	00/00/0000	00/00/0000
0	Farmington - Update Mitigation Goals (Concurrent)	6	00/00/0000	00/00/0000	00/00/0000
0	Farmington - Update Actions	6	00/00/0000	00/00/0000	00/00/0000
0	Farmington - Plan Review, Evaluation and Implementati	3	00/00/0000	00/00/0000	00/00/0000
0	Farmington - Plan Maintenance	2	00/00/0000	00/00/0000	00/00/0000
0	Farmington - Public Review of Draft Plan	6	00/00/0000	00/00/0000	00/00/0000
0	Farmington - Review & Approval	3	00/00/0000	00/00/0000	00/00/0000
0	Farmington - Closeout	3	00/00/0000	00/00/0000	00/00/0000
0	Gilford - Grant Award/State Contracting	3	00/00/0000	00/00/0000	00/00/0000
0	Gilford - Select and Hire Vendor	2	00/00/0000	00/00/0000	00/00/0000
0	Gilford - Convene Local Hazard Mitigation Planning Comm	2	00/00/0000	00/00/0000	00/00/0000
0	Gilford - Update Hazard Profiles (Concurrent)	3	00/00/0000	00/00/0000	00/00/0000
0	Gilford - Update Critical Facility Inventory (Concurrent)	3	00/00/0000	00/00/0000	00/00/0000
0	Gilford - Update Hazard Vulnerability (Concurrent)	4	00/00/0000	00/00/0000	00/00/0000
0	Gilford - Update Mitigation Goals (Concurrent)	6	00/00/0000	00/00/0000	00/00/0000
0	Gilford - Update Actions	6	00/00/0000	00/00/0000	00/00/0000
0	Gilford - Plan Review, Evaluation and Implementation	3	00/00/0000	00/00/0000	00/00/0000
0	Gilford - Plan Maintenance	2	00/00/0000	00/00/0000	00/00/0000
0	Gilford - Public Review of Draft Plan	6	00/00/0000	00/00/0000	00/00/0000
0	Gilford - Review & Approval	3	00/00/0000	00/00/0000	00/00/0000
0	Gilford - Closeout	3	00/00/0000	00/00/0000	00/00/0000
0	Marlow - Grant Award/State Contracting	3	00/00/0000	00/00/0000	00/00/0000
0	Marlow - Select and Hire Vendor	2	00/00/0000	00/00/0000	00/00/0000
0	Marlow - Convene Local Hazard Mitigation Planning Comm	2	00/00/0000	00/00/0000	00/00/0000
0	Marlow - Update Hazard Profiles (Concurrent)	3	00/00/0000	00/00/0000	00/00/0000
0	Marlow - Update Critical Facility Inventory (Concurrent)	3	00/00/0000	00/00/0000	00/00/0000
0	Marlow - Update Hazard Vulnerability (Concurrent)	5	00/00/0000	00/00/0000	00/00/0000
0	Marlow - Update Mitigation Goals (Concurrent)	6	00/00/0000	00/00/0000	00/00/0000
0	Marlow - Update Actions	6	00/00/0000	00/00/0000	00/00/0000
0	Marlow - Plan Review, Evaluation and Implementation	3	00/00/0000	00/00/0000	00/00/0000
0	Marlow - Plan Maintenance	2	00/00/0000	00/00/0000	00/00/0000
0	Marlow - Public Review of Draft Plan	6	00/00/0000	00/00/0000	00/00/0000
0	Marlow - Review & Approval	3	00/00/0000	00/00/0000	00/00/0000
0	Marlow - Closeout	3	00/00/0000	00/00/0000	00/00/0000
0	Newmarket - Grant Award/State Contracting	3	00/00/0000	00/00/0000	00/00/0000

12/05/2023
7:53 AM

FEDERAL EMERGENCY MANAGEMENT AGENCY
HAZARD MITIGATION GRANT PROGRAM

HMGP-AP-01

Project Management Report

Disaster Number	FEMA Project Number	Amendment Number	App ID	State	Recipient
4516	9-P	0	19	NH	Statewide

Subrecipient: Statewide

FIPS Code: 000-00000

Project Title : 4516 LHMP Boscawen, Dover, Farmington, Gilford, Marlow, Newmarket, Pla

Work Schedule Status

Amend #	Description	Time Frame	Due Date	Revised Date	Completion Date
0	Newmarket - Select and Hire Vendor	2	00/00/0000	00/00/0000	00/00/0000
0	Newmarket - Convene Local Hazard Mitigation Planning Comm	2	00/00/0000	00/00/0000	00/00/0000
0	Newmarket - Update Hazard Profiles (Concurrent)	3	00/00/0000	00/00/0000	00/00/0000
0	Newmarket - Update Critical Facility Inventory (Concurr	3	00/00/0000	00/00/0000	00/00/0000
0	Newmarket - Update Hazard Vulnerability (Concurrent	4	00/00/0000	00/00/0000	00/00/0000
0	Newmarket - Update Mitigation Goals (Concurrent)	6	00/00/0000	00/00/0000	00/00/0000
0	Newmarket - Update Actions	6	00/00/0000	00/00/0000	00/00/0000
0	Newmarket - Plan Review, Evaluation and Implementation	3	00/00/0000	00/00/0000	00/00/0000
0	Newmarket - Plan Maintenance	2	00/00/0000	00/00/0000	00/00/0000
0	Newmarket - Public Review of Draft Plan	6	00/00/0000	00/00/0000	00/00/0000
0	Newmarket - Review & Approval	3	00/00/0000	00/00/0000	00/00/0000
0	Newmarket - Closeout	3	00/00/0000	00/00/0000	00/00/0000
0	Plaistow - Grant Award/State Contracting	3	00/00/0000	00/00/0000	00/00/0000
0	Plaistow - Select and Hire Vendor	2	00/00/0000	00/00/0000	00/00/0000
0	Plaistow - Convene Local Hazard Mitigation Planning Comm	2	00/00/0000	00/00/0000	00/00/0000
0	Plaistow - Update Hazard Profiles (Concurrent)	3	00/00/0000	00/00/0000	00/00/0000
0	Plaistow - Update Critical Facility Inventory (Concurr	3	00/00/0000	00/00/0000	00/00/0000
0	Plaistow - Update Hazard Vulnerability (Concurrent)	4	00/00/0000	00/00/0000	00/00/0000
0	Plaistow - Update Mitigation Goals (Concurrent)	6	00/00/0000	00/00/0000	00/00/0000
0	Plaistow - Update Actions	6	00/00/0000	00/00/0000	00/00/0000
0	Plaistow - Plan Review, Evaluation and Implementation	3	00/00/0000	00/00/0000	00/00/0000
0	Plaistow - Plan Maintenance	2	00/00/0000	00/00/0000	00/00/0000
0	Plaistow - Public Review of Draft Plan	6	00/00/0000	00/00/0000	00/00/0000
0	Plaistow - Review & Approval	3	00/00/0000	00/00/0000	00/00/0000
0	Plaistow - Closeout	3	00/00/0000	00/00/0000	00/00/0000
0	Salem - Grant Award/State Contracting	3	00/00/0000	00/00/0000	00/00/0000
0	Salem - Select and Hire Vendor	2	00/00/0000	00/00/0000	00/00/0000
0	Salem - Convene Local Hazard Mitigation Planning Comm	2	00/00/0000	00/00/0000	00/00/0000
0	Salem - Update Hazard Profiles (Concurrent)	3	00/00/0000	00/00/0000	00/00/0000
0	Salem - Update Critical Facility Inventory (Concurrent)	3	00/00/0000	00/00/0000	00/00/0000
0	Salem - Update Hazard Vulnerability (Concurrent)	4	00/00/0000	00/00/0000	00/00/0000
0	Salem - Update Mitigation Goals (Concurrent)	6	00/00/0000	00/00/0000	00/00/0000
0	Salem - Update Actions	6	00/00/0000	00/00/0000	00/00/0000
0	Salem - Plan Review, Evaluation and Implementation	3	00/00/0000	00/00/0000	00/00/0000
0	Salem - Plan Maintenance	2	00/00/0000	00/00/0000	00/00/0000
0	Salem - Public Review of Draft Plan	6	00/00/0000	00/00/0000	00/00/0000
0	Salem - Review & Approval	3	00/00/0000	00/00/0000	00/00/0000
0	Salem - Closeout	3	00/00/0000	00/00/0000	00/00/0000
0	Webster - Grant Award/State Contracting	3	00/00/0000	00/00/0000	00/00/0000

12/05/2023
7:53 AM

FEDERAL EMERGENCY MANAGEMENT AGENCY
HAZARD MITIGATION GRANT PROGRAM

HMGP-AP-01

Project Management Report

Disaster Number	FEMA Project Number	Amendment Number	App ID	State	Recipient
4516	9-P	0	19	NH	Statewide

Subrecipient: Statewide

FIPS Code: 000-00000

Project Title : 4516 LHMP Boscawen, Dover, Farmington, Gilford, Marlow, Newmarket, Pla

Work Schedule Status

Amend #	Description	Time Frame	Due Date	Revised Date	Completion Date
0	Webster - Select and Hire Vendor	2	00/00/0000	00/00/0000	00/00/0000
0	Webster - Convene Local Hazard Mitigation Planning Comm	2	00/00/0000	00/00/0000	00/00/0000
0	Webster - Update Hazard Profiles (Concurrent)	3	00/00/0000	00/00/0000	00/00/0000
0	Webster - Update Critical Facility Inventory (Concurrent)	3	00/00/0000	00/00/0000	00/00/0000
0	Webster - Update Hazard Vulnerability (Concurrent)	4	00/00/0000	00/00/0000	00/00/0000
0	Webster - Update Mitigation Goals (Concurrent)	6	00/00/0000	00/00/0000	00/00/0000
0	Webster - Update Actions	6	00/00/0000	00/00/0000	00/00/0000
0	Webster - Plan Review, Evaluation and Implementation	3	00/00/0000	00/00/0000	00/00/0000
0	Webster - Plan Maintenance	2	00/00/0000	00/00/0000	00/00/0000
0	Webster - Public Review of Draft Plan	6	00/00/0000	00/00/0000	00/00/0000
0	Webster - Review & Approval	3	00/00/0000	00/00/0000	00/00/0000
0	Webster - Closeout	3	00/00/0000	00/00/0000	00/00/0000

Approved Amounts

Total Approved Net Eligible	Federal Share Percent	Total Approved Federal Share Amount	Non-Federal Share Percent	Total Approved Non-Fed Share Amount
\$117,333.00	90.00000000	\$105,599.70	10.00000000	\$11,733.30

Allocations

Allocation Number	IFMIS Status	IFMIS Date	Submission Date	FY	ES/DFSC Support Req	ES/DFSC Amend Nr	Proj Alloc Amount Fed Share	Subrecipient Management Cost	Total Alloc Amount
1	A	11/27/2023	11/20/2023	2024	18945998		\$105,599.70	\$0.00	\$764,509.50
Total							\$105,599.70	\$0.00	\$764,509.50

Obligations

Action Nr	IFMIS Status	IFMIS Date	Submission Date	FY	SFS Support Req	SFS Amend Number	Suppl Nr	Project Obligated Amt - Fed Share	Subrecipient Management Cost	Total Obligated Amount
1	A	11/28/2023	11/28/2023	2024	18951901	0	6	\$105,599.70	\$0.00	\$105,599.70
Total								\$105,599.70	\$0.00	\$105,599.70

City/Town of Webster, NH

CERTIFICATE OF AUTHORITY

April 1, 2024

I, David Hemenway, Chairman of the Board of Webster, NH, hereby certify that Dana Hadley, Town Administrator, has authority to sign and enter into a grant agreement with the State of NH Division of Homeland Security and Emergency Management on April 15, 2024, for the City/Town of Webster, and, further, hereby authorize Dana Hadley to execute any and all contract and agreements related to the Hazard Mitigation Grant Program (HMGP) Agreement.

I further attest that Dana Hadley 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:

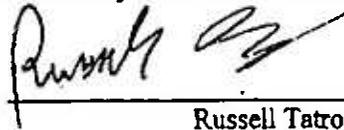


David Hemenway
Selectboard Chairman

State: New Hampshire
County:

On this 15th day of April 2024, before me, Russell Tatro, the undersigned officer, personally appeared David Hemenway 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.



Russell Tatro

My Commission Expires: October 21, 2025

RUSSELL TATRO
NOTARY PUBLIC
State of New Hampshire
My Commission Expires
October 21, 2025

TOWN OF WEBSTER
SELECT BOARD
MEETING MINUTES MONDAY APRIL 1, 2024

1 The Select Board held a meeting on Monday, April 1, 2024. The meeting was held at 945 Battle Street,
2 Webster, NH 03303

3
4 **Select Board Members present:** David Hemenway, Marlo Herrick, Normandie Blake.

5
6 **Also present:** Town Administrator Dana Hadley, Police Chief Steven Adams, Fire Chief/Road Agent
7 Emmet Bean and see attached attendance sheet.

8
9 Chairperson Hemenway opened the meeting at 6:30 and took attendance and all members were present.
10 Administrator Hadley went to take to fix the camera. Chairperson Hemenway announced that
11 Selectwoman Blake announced that there will be an April grapevine. Chairperson Hemenway thanked
12 emergency services. Chief Adams said they would open the Safety Building for the upcoming storm if the
13 Town lost power.

14
15 Chairperson Hemenway moved to the first item on the agenda, Planning Board alternate member
16 appointments.

17
18 Administrator Hadley informed the Board that he had received members that were interested in
19 appointment to the Planning Board as alternates. Chairperson Hemenway invited them both down to
20 speak to the board briefly about their interest in the Planning Board. He also stated it was wonderful to get
21 new volunteers.

22
23 Dean Lampron said he wanted to be on the Planning Board because he wanted to get more involved in
24 Town government operations. Jon Jewette lived on Franklin Pierce, and he just wanted to help out the
25 Town. Chairperson Hemenway asked if they had any skills they brought to the Board. Mr. Lampron
26 stated he had a background in police, fire, and the military. Selectwoman Herrick felt that his experience
27 absolutely applied. Mr. Jewette informed the Board that he spent 30 years in the navy and had worked in
28 state government. The Board was thankful for the new volunteers.

29
30 **MOTION:** Chairperson Hemenway
31 *To appoint Jon Jewett and Dean Lampron as alternates on the Planning Board*

32 **SECOND:** Selectwoman Herrick

33 **DAVID HEMENWAY – YES**

34 **NORMANDIE BLAKE – YES**

35 **MARLO HERRICK – YES**

36 **The motion passed 3 to 0.**

37
38 Administrator Hadley informed the Board that he had a few other re-appointments to the planning Board
39 and Zoning Board of Adjustments.

40
41 **MOTION:** Chairperson Hemenway
42 *To re-appoint Martin Bender to the ZBA and Adam Mock to the Planning Board*

43 **SECOND:** Selectwoman Herrick

44 **DAVID HEMENWAY – YES**

45 **NORMANDIE BLAKE – YES**

46 **MARLO HERRICK – YES**

47 **The motion passed 3 to 0.**

48

1 Chairperson Hemenway moved to the appointment with Edison Chea regarding the drainage on his
2 property. Edison Chae was not at the meeting and Chairperson Hemenway moved to the next item on the
3 agenda, the History Committee with Doroty Bourque.

4
5 Ms. Bourque informed the Board that they had to alter their proposal and that it would need to go before
6 the Historical Society first. Chairperson Hemenway asked if they had any other questions or comments.
7 Ms. Burque said they had some financial questions, but they were working on getting answers to them
8 from Administrator Hadley.

9
10 Chairperson Hemenway moved to the next item on the agenda, Pete Swislowski and the lots on Amherst
11 Drive.

12
13 Mr. Swislowski informed the Board that he is an experienced builder and has in the past. He also
14 informed the Board that there were several bills in the legislature that if passed would supersede local
15 zoning forcing towns to allow more forms of housing. He had been looking to develop more entry level
16 affordable housing in Webster and came across the lots the Town owned on Amherst Drive. He hoped the
17 Town would be willing to sell so that they could be developed and put the properties back on the tax rolls.
18 He felt the biggest challenge would be that the lots are on a paper road and that a few of the properties are
19 wetlands. He would be proising doing a cluster development on smaller lots with land for conservation
20 and he hoped this would allow Webster to grow responsibly. He planned to develop two lots at a time due
21 to the growth restrictions in Pillsbury Lake.

22
23 Chairperson Hemenway stated that the Board had briefly discussed merging the lots and putting them up
24 for bid in the past but had not yet moved forward with it. He asked Administrator Hadley if he had the
25 needed information to move forward with the full discussion. Administrator Hadley responded that he had
26 not yet discussed the topic with the various Boards/Committees. He reminded the Board that the Town
27 had a policy that lots in Pillsbury Lake were to be offered to abutters first on the condition that the lots be
28 merged. He pointed out that there were a few abutters in the area that might also be interested in
29 purchasing the lots. He added that all the lots he been acquired by tax collector deed. Chairperson
30 Hemenway asked if Administrator Hadley could get the information to the Planning Board and
31 Conservation Commission to review for recommendations before the properties went out to bid.
32 Administrator Hadley stated that he could do that.

33
34 Selectwoman Herrick asked why it had taken so long to put the properties back on the Tax rolls.
35 Administrator Hadley responded that he had only worked for the Town since 2020 and he could not speak
36 to the exact reasons, but he felt it had something to do with the properties not being on a developed
37 road. Chairperson Hemenway added that they had discussed it before, and they had considered merging it
38 all before the sale. Selectwoman Blake asked if the new owner would need to build the road. Chairperson
39 Hemenway responded that they would, and the Board then discussed how this could be done.

40
41 Alberta Snow asked if the lots could be unmerged after. Chairperson Hemenway stated that under the
42 right circumstances it might be possible for the lots to be unmerged. Mr. Swilowski commented that the
43 properties could not be merged without his lot. Chairperson Hemenway pointed out that the Town owned
44 all the lots around his lot, and they all are contiguous. Road Agent Bean felt the Board should consider
45 the right of way and how it was currently used by the Pillsbury Lake District. He felt that if the properties
46 were developed as a private road the District would lose some of its access to the hunting preserve.
47 Chairperson Hemenway pointed out that they still would have access at the corner of New Hampshire
48 Drive past the pump station.

49
50 Dean Lampron asked if the Pillsbury Lake requirements would still be in effect if the lots were merged
51 and sold as one lot. Chairperson Hemenway responded that they would be. Barbra Corliss asked if the

1 Board knew what the minimum lot size is in the District. Chairperson Hemenway responded that there
2 was a minimum acreage requirement in the Town but he didn't remember the exact acreage. Mr.
3 Swisloski pointed out that generally you would need 1.5 to 2-acres for a well and a septic.

4
5 Chairperson Hemenway moved to the next item on the agenda, Department Heads.

6
7 Police Chief Adams began his report by going over his remaining budget. He stated that last month had
8 been a busy month and then went over his incident report. Selectwoman Blake asked if the increased calls
9 had to do with the recent storms. Chief Adams responded that it did. He then informed the Board that that
10 he hoped that Board would be able to sign the purchase order for the new cruiser tonight. However, he
11 was unable to purchase a new dodge cruiser because it would take the Town over a year to receive the
12 vehicle. He had been fortunate to be able to find another new 2023 Ford Explorer. He hoped that the
13 Board would allow him to purchase the Explorer instead. Chairperson Hemenway asked about the
14 progress with hiring the new police officer. Chief Adams responded that they were still discussing the
15 position with the applicant and doing the required background checks.

16
17 Fire Chief/Road Agent Bean began his report by going over the maintenance that had been done in the
18 previous month. He then informed the Board that the hole for the new sign had been dug and he had
19 contacted Unitil to arrange to get power connected to the sign. He then wanted to remind residents that a
20 downed power line was a live power line, and residents should be aware of the danger. The Board then
21 discussed with the Fire Chief/Road Agent Bean on what they could do better to make residents aware of
22 the danger.

23
24 Fire Chief/Road Agent Bean began his Highway report by bringing up the issue of the downed trees
25 because he wanted to make the Board and residents are aware of the responsibilities of the property owner
26 versus the Town. He informed the Board that it was his responsibility to get the debris out of the Road,
27 but any downed trees from the abutters properties still belonged to the property owner and would be their
28 responsibility. He then discussed the extent of the damage from the recent storm with the Board.

29
30 Chairperson Hemenway asked what the expected cost would be for finishing the driveway for the new
31 Sand Shed location. Fire Chief/Road Agent Bean went over what work needed to be done. Selectwoman
32 Herrick asked what was in the fund and Administrator Hadley reposed the fund had approximately
33 \$134,000.00. Fire Chief/Road Agent Bean stated that would not be enough for the entire project and the
34 gravel alone would be about \$21,000. The Board then discussed what needed to be done with the Fire
35 Chief/Road Agent Bean and agreed that a committee should be formed in the future to discuss.

36
37 Chairperson Hemenway moved to the next item on the agenda, the Select Board meeting policy.

38
39 Chairperson Hemenway stated that Coordinator Tatro had provided the Board with some samples of other
40 Town's policies. He asked the Board if they wanted to continue holding meetings the way they had been
41 or if they wanted to create a policy of their own. He then Administrator Hadley how other towns that he
42 had worked for handled their meetings. Administrator Hadley responded that the previous town that he
43 had worked for had a Chairperson who had been very strict about when comments could be made, and he
44 had a tendency to move items along very quickly. He added that it was a efficient way to hold a meeting
45 but had also caused some residents to complain. He felt that the Board was looking for a middle ground.
46 Selectwoman Herrick pointed out that they wanted to let residents to be able to ask questions, but they
47 needed to make sure things didn't get out of hand. The Board then held a lengthy discussion on how it was
48 best to hold their meetings and decided to keep doing things the way they were, but to do a better job of
49 controlling the meetings when things got out of hand.

50
51 Chairperson Hemenway moved to the next item on the agenda, Merrimack Youth Baseball.

1
2 Administrator Hadley informed the Board that they had two requests. The first was to get permission to
3 work to improve the condition of Webster's Baseball field. Their second request was to have the Town
4 pay for a porta potty at the field for the season. The Board agreed that they could pay for the porta potty
5 and discussed the best placement for it to allow it to also be used by residents at the park. The Board also
6 agreed to allow them to do work on the baseball field provided that the school also agreed.

7
8 **MOTION:** Chairperson Hemenway

9 *To allow Merrimack Youth Baseball/Softball to upgrade the baseball field if they submit a plan of all*
10 *upgrades to be made and is contingent on approval from the school and.*

11 **SECOND:** Selectwoman Blake

12 **DAVID HEMENWAY – YES**

13 **NORMANDIE BLAKE – YES**

14 **MARLO HERRICK – YES**

15 The motion passed 3 to 0.

16
17 Administrator Hadley informed the Board that he had another item to bring before the Board regarding
18 the Hazardous Mitigation plan. He needed to have the Board make a motion to approve the grant from the
19 State and do a motion granting him permission to administer the grant.

20
21 **MOTION:** Chairperson Hemenway

22 *To accept the terms of the Hazard Mitigation Grant Program (HMGP) as presented in the amount of*
23 *\$9,000.00 for updating the local hazard mitigation plan. Furthermore, the Board acknowledges that*
24 *the total cost of this project will be \$10,000, in which the Town will be responsible for 10% which*
25 *(\$1,000.00).*

26 **SECOND:** Selectwoman Blake

27 **DAVID HEMENWAY – YES**

28 **NORMANDIE BLAKE – YES**

29 **MARLO HERRICK – YES**

30 The motion passed 3 to 0.

31
32 Chairperson Hemenway moved onto correspondence.

33
34 Chairperson Hemenway stated that he had asked the Road Agent the tree questions because of the first
35 price of correspondence, and they didn't need to discuss it further. Administrator Hadley informed the
36 Board that the other piece of correspondence was from the lake district informing them of the upcoming
37 de-weeding.

38
39 Chairperson Hemenway moved to the next item on the agenda, public comment.

40
41 Ms. Snow thanked the Board for all the work they did for the Town. Dority Burque commented that
42 Facebook was used for communication during the Storm to keep informed. Chairperson Hemenway
43 commented that they had an official Fire Department and Police Facebook page that were used for
44 situations like this. The Board then briefly discussed the upkeep of the Town pages and the storm.

45
46 **MOTION:** Chairperson Hemenway

47 *To approve minutes of 3/18/24 as written*

48 **SECOND:** Selectwoman Herrick

49 **DAVID HEMENWAY – YES**

50 **NORMANDIE BLAKE – YES**

51 **MARLO HERRICK – YES**

SELECT BOARD MEETING MINUTES

April 1, 2024

- 1 The motion passed 3 to 0.
- 2
- 3 **MOTION:** Chairperson Hemenway
- 4 *To adjourn the meeting at 8:35pm*
- 5 **SECOND:** Selectwoman Herrick
- 6 **DAVID HEMENWAY - YES**
- 7 **NORMANDIE BLAKE - YES**
- 8 **MARLO HERRICK - YES**
- 9 The motion passed 3 to 0.
- 10
- 11 *Minutes taken by Russell Tatro.*



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 Webster 945 Battle Street Webster, NH 03303		Member Number: 322	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) <input type="checkbox"/> Professional Liability (describe) <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence	1/1/2024	1/1/2025	Each Occurrence	\$ 2,000,000
			General Aggregate	\$ 10,000,000
			Fire Damage (Any one fire)	
			Med Exp (Any one person)	
<input checked="" type="checkbox"/> Automobile Liability Deductible Comp and Coll: \$1,000 <input type="checkbox"/> Any auto	1/1/2024	1/1/2025	Combined Single Limit (Each Accident)	\$2,000,000
			Aggregate	\$10,000,000
<input checked="" type="checkbox"/> Workers' Compensation & Employers' Liability	1/1/2024	1/1/2025	<input checked="" type="checkbox"/> Statutory	
			Each Accident	\$2,000,000
			Disease - Each Employee	\$2,000,000
			Disease - Policy Limit	
<input checked="" type="checkbox"/> Property (Special Risk includes Fire and Theft)	1/1/2024	1/1/2025	Blanket Limit, Replacement Cost (unless otherwise stated)	Deductible: \$1,000
Description: Proof of Primex Member coverage only.				

CERTIFICATE HOLDER:	Additional Covered Party	Loss Payee	Primex ³ - NH Public Risk Management Exchange
			By: <i>Mary Eick Priddy</i>
NH Department of Safety 33 Hazen Drive Concord, NH 03305			Date: 5/3/2024 mpurcell@nhprimex.org
			Please direct inquires to: Primex ³ Claims/Coverage Services 603-225-2841 phone 603-228-3833 fax



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 Webster 945 Battle Street Webster, NH 03303	Member Number: 322	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) <input type="checkbox"/> Professional Liability (describe) <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence	1/1/2024	1/1/2025	Each Occurrence \$ 2,000,000
			General Aggregate \$ 10,000,000
			Fire Damage (Any one fire)
			Med Exp (Any one person)
<input checked="" type="checkbox"/> Automobile Liability Deductible Comp and Coll: \$1,000 <input type="checkbox"/> Any auto	1/1/2024	1/1/2025	Combined Single Limit (Each Accident) \$2,000,000 Aggregate \$10,000,000
<input checked="" type="checkbox"/> Workers' Compensation & Employers' Liability	1/1/2024	1/1/2025	<input checked="" type="checkbox"/> Statutory
			Each Accident \$2,000,000
			Disease - Each Employee \$2,000,000
			Disease - Policy Limit
<input checked="" type="checkbox"/> Property (Special Risk Includes Fire and Theft)	1/1/2024	1/1/2025	Blanket Limit, Replacement Cost (unless otherwise stated) Deductible: \$1,000

Description: Proof of Primex Member coverage only.

CERTIFICATE HOLDER:	Additional Covered Party	Loss Payee	Primex ³ - NH Public Risk Management Exchange
			By: <i>Mary Edith Perrell</i>
NH Department of Safety 33 Hazen Drive Concord, NH 03305			Date: 5/3/2024 mpurcell@nhprimex.org
			Please direct inquires to: Primex ³ Claims/Coverage Services 603-225-2841 phone 603-228-3833 fax