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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

54

December 17, 2025

FEB 11 2026

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 enter into a grant agreement with the Town of New Boston (VC#177444-B001), in the amount of \$40,000 to purchase and install equipment for the local Emergency Operations Center (EOC) effective upon Governor and Council approval through August 31, 2026. **100% Federal Funds.**

Funding is available in account, 100% EMPG Local Match, as follows:

02-23-23-236010-80920000-072-500574 Grants to Local Gov't – Federal  
Activity Code: 23EMPG 2024

SFY 2026  
\$40,000

### EXPLANATION

The purpose of this grant is for the Town of New Boston to purchase equipment for the community's primary EOC. The grant listed above is funded by the Federal Fiscal Year 2024 Emergency Management Performance Grant (EMPG), which was awarded to the Department of Safety, HSEM, from the Federal Emergency Management Agency (FEMA). The grant funds are to be used to measurably improve all-hazard planning and preparedness capabilities/activities, to include mitigation, preparedness, response, and recovery initiatives at the State and local level. Grant guidance and applications are available to all Emergency Management Directors and other qualified organizations in the State. Sub-recipients submit applications to this office, which are reviewed by the HSEM EMPG Program Manager, EMPG Program Coordinator, Stakeholder Liaisons, and approved by the HSEM Director. The criteria for approval is based on grant eligibility in accordance with the grant's current guidance and the documented needs of the local jurisdictions.

EMGP is 50% Federally funded by FEMA with a 50% 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 Federal Funds are no longer available, General Funds and/or Highway Funds will not be requested to support this program.

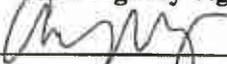
Respectfully Submitted,

  
\_\_\_\_\_  
Robert L. Quinn  
Commissioner of Safety

**GRANT AGREEMENT**

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

**1. IDENTIFICATION AND DEFINITIONS**

<b>1.1. State Agency Name</b> NH Department of Safety, Homeland Security and Emergency Management		<b>1.2. State Agency Address</b> 33 Hazen Drive Concord, NH 03305	
<b>1.3. Subrecipient Name</b> Town of New Boston (VC# 177444-B001)		<b>1.4. Subrecipient Address</b> PO Box 250, New Boston, NH 03070	
<b>1.5 Subrecipient Tel. #</b> (603)722-8481	<b>1.6. Account Number</b> AU #80920000	<b>1.7. Completion Date</b> August 31, 2026	<b>1.8. Grant Limitation</b> \$40,000.00
<b>1.9. Grant Officer for State Agency</b> Sheila Dupere, EMPG Program Coordinator		<b>1.10. State Agency Telephone Number</b> (603) 271-2231	
"By signing this form, we certify that we have complied with any public meeting requirement for acceptance of this grant, including if applicable RSA 31:95-b."			
<b>1.11. Subrecipient Signature 1</b> 		<b>1.12. Name &amp; Title of Subrecipient Signor 1</b> WILLIAM MCFADDIN - SELECT BOARD CHAIR	
<b>Subrecipient Signature 2</b> 		<b>Name &amp; Title of Subrecipient Signor 2</b> KEVIN G. COLQUHOUN SELECT BOARD	
<b>Subrecipient Signature 3</b>		<b>Name &amp; Title of Subrecipient Signor 3</b>	
<b>1.13. State Agency Signature(s)</b> By: 		<b>1.14. Name &amp; Title of State Agency Signor(s)</b> On: 1/16/2026 Amy L. Newbury, Director of Administration	
<b>1.15. Approval by the N.H. Department of Administration, Division of Personnel (if applicable)</b> By: _____ Director, On: 1/1			
<b>1.16. Approval by Attorney General (Form, Substance and Execution) (if G &amp; C approval required)</b> By:  Assistant Attorney General, On: 1/16/26			
<b>1.17. Approval by Governor and Council (if applicable)</b> By: _____ On: 1/1			

Subrecipient Initials: 1.) WMC 2.) [Signature] 3.) \_\_\_\_\_ Date: 10/20/25

**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").

**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.

Subrecipient Initials: 1.) um

2.) [Signature]

3.) \_\_\_\_\_

Date: 10/20/25

**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
- 8.1.3 Failure to perform any other covenant, term or condition of this Agreement.

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

- 8.2.1 Give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;
- 8.2.2 Give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;
- 8.2.3 Give the Contractor a written notice specifying the Event of Default and set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or
- 8.2.4 Give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

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

**9. TERMINATION.**

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

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

**10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.**

10.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

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

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

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

**12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.**

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

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

**13. INDEMNIFICATION.** Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omission of the Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under

Subrecipient Initials: 1.) WMS 2.) [Signature]

3.) \_\_\_\_\_ Date: 10/20/18

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

**14. INSURANCE.**

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

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

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

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

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

**15. WORKERS' COMPENSATION.**

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

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

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

Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

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

Subrecipient Initials: 1.) WRS 2.) [Signature]

3.) \_\_\_\_\_ Date: 10/20/25

**EXHIBIT A**

Special Provisions

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

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

Subrecipient Initials: 1.)     

2.)     

3.)     

Date:

## EXHIBIT A.1

### Special Provisions Addendum

The "Subrecipient" agrees to be bound to the same terms and conditions of the *Code of Federal Regulations (CFR) Title 2, Grants and Agreements, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (2 CFR 200) in which the State of New Hampshire is bound as "Recipient" as specified here: [https://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200\\_main\\_02.tpl](https://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl).

#### 1. Incorporation of Approved Application by Reference

The Subrecipient's application, including the narrative and budget as approved by New Hampshire Department of Safety, Division of Homeland Security and Emergency Management prior to award, is incorporated by reference in this award. Changes to the approved application are governed by 2 CFR §200.308 and any applicable requirements outlined in this document of terms and conditions, as well as any special terms and conditions outlined in the grant's award letter.

#### 2. Governing Statutes and Regulations

The administration of this award by USDHS/FEMA and all recipients will be based on the following Federal statutory and regulatory requirements:

- The authorizing language of Section 662 of the *Post-Katrina Emergency Management Reform Act of 2006 (PKEMRA)*, as amended, (Pub. L. No. 109-295) (6 U.S.C. § 762);
- The *Robert T. Stafford Disaster Relief and Emergency Assistance Act*, as amended (Pub. L. No. 93-288) (42 U.S.C. §§ 5121 et seq.);
- The *Earthquake Hazards Reduction Act of 1977*, as amended (Pub. L. No. 95-124) (42 U.S.C. §§ 7701 et seq.);
- The *National Flood Insurance Act of 1968*, as amended (Pub. L. No. 90-448) (42 U.S.C. §§ 4001 et seq.);
- 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards;
- Any other applicable Federal statutes and regulations, including, but not limited to the following:
  - The Subrecipient must comply with Appendix A to Part 418, Title 2 – Certification Regarding Lobbying, which is incorporated by reference in this award.
  - The Subrecipient must comply with Title VI of the Civil Right Act of 1964, which provides that no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied benefits of, or be subject to discrimination under any program or activity receiving Federal financial assistance;
  - The Subrecipient must comply with 2 CFR §200.300 Statutory and national policy requirements. 2 CFR §200.300 is incorporated by reference into this award.
  - The Subrecipient must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 2
  - C.F.R. Part 3001, which adopts the Government-wide implementation (2 C.F.R. Part 182) of Sec. 5152-5158 of the Drug-Free Workplace Act of 1988 (41 U.S.C. sections 8101-8106).
- No term or condition of this award is intended to require the Subrecipient to violate any applicable State law;
- The Subrecipient must immediately notify the NH Division of Homeland Security and Emergency Management (HSEM) EMPG grant program staff of any change in local law, conditions, or any other event, including any litigation challenging the validity of, or seeking interpretation of, any Federal law or regulation applicable to the Federal hazmat program, which may significantly affect the Subrecipient's ability to perform the program in accordance with the terms of this award;

#### 3. Order of precedence

Any inconsistency or conflict in the terms and conditions specified in this award will be resolved according to the following order of precedence:

- The Federal statute authorizing this award or any other Federal statutes, laws, regulations or directives directly affecting performance of this award;
- Any special terms and conditions of this award contained in Exhibit A, Special Provisions;
- General terms and conditions of this award.

Subrecipient Initials: 1.)                     

2.)                     

3.)                     

Date: 10/20/25

**4. Government-wide Debarment and Suspension (Non-procurement)**

In accordance with 2 CFR §200.214 Suspension and debarment, Subrecipients and contractors are subject to the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689, and 2 CFR Part 180 OMB Guidelines to agencies on government-wide debarment and suspension (nonprocurement). These regulations restrict subawards and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs or activities.

The Subrecipient must also comply with 2 CFR Part 1200 Nonprocurement Suspension and Debarment, which generally prohibits entities that have been debarred, suspended, or voluntarily excluded from participating in Federal non-procurement transactions either through primary or lower-tier covered transactions.

Before entering into a contract under the grant, the Subrecipient must verify that the entity/individuals are not excluded or disqualified from participation in Federal non-procurement or procurement programs.

**5. Payment**

Unless otherwise authorized, the EMPG program payment is under the reimbursement method. Subrecipients must comply with all provisions located 2 CFR §200.305 reflecting payment of grant funds from a federal agency or pass-through entity. The Subrecipient must maintain financial management systems that meet the standards for fund control and accountability as established in 2 CFR §200.302. Payments for allowable costs to Subrecipients may be withheld during the period of performance if:

- The Subrecipient has failed to comply with the project objectives, Federal statutes, regulations, or the terms and conditions of the Federal award.
- The Subrecipient is delinquent in a debt to the United States as defined in OMB Guidance A-129, "Policies for Federal Credit Programs and Non-Tax Receivables."
- While separate depository accounts for grant funds are not required, the Subrecipient must be able to account for the receipt, obligation and expenditure of funds. Advance payments of Federal funds must be deposited and maintained in insured accounts whenever possible.
- The Subrecipient is delinquent in submitting required reports or responding to findings and corrective actions listed during the course of monitoring activities.

Each reimbursement request may be mailed in or made electronically via the EMPG Reimbursement Request Form located on our HSEM EMPG page, found here: EMPG Reimbursement Request Form. Payments will be made after receipt of required reporting forms and other supporting documentation as requested. Supporting documentation may include accounting records, payroll records, travel receipts, invoices or other receipts. During the normal course of monitoring, HSEM will perform periodic "spot check" desk reviews of payments and request supporting and/or back-up documentation associated with reimbursement payments. Subrecipients must comply with these requests for information in a timely manner or may face a delay in receiving future payment.

**6. Allowable Costs**

The allowability of costs incurred by the Subrecipient will be determined using the OMB cost principles located at 2 CFR Part 200 – Subpart E.

**7. Pre-Award Costs**

All costs incurred before HSEM notifies the Subrecipient of the award are at the Subrecipient's risk (i.e., HSEM is under no obligation to reimburse such costs if for any reason the Subrecipient does not receive a federal award or if the Federal award is less than anticipated and inadequate to cover such costs).

**8. Matching Requirement**

The Subrecipient must at least equally match (cash or third party in-kind) the federal contribution pursuant to sections 611(j) and 613(a) of the *Robert T. Stafford Disaster Relief and Emergency Assistance Act* (Pub. L. No. 93-288), as amended, (42 U.S.C. §§ 5121 *et seq.*). Unless otherwise authorized by law, federal funds cannot be matched with other federal funds. The recipient's contribution should be specifically identified. These non-federal contributions have the same eligibility requirements as the federal share. Subrecipients are required to maintain documentation of how the matching requirements have been met. This documentation will be reviewed during HSEM's processing of the Subrecipient's reimbursement request. A lack of documentation for the statutory requirements may result in the Subrecipient being designated high-risk, placed on a corrective action plan, or the recovery of disallowed costs.

Subrecipient Initials: 1.) WPC      2.) [Signature]      3.) \_\_\_\_\_      Date: 10/20/25

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**9. Programmatic Performance and Financial Reporting Requirements**

Upon request, the Subrecipient must provide information on activities performed and any expenditure made against the award throughout the grant’s period of performance (i.e., quarterly, mid-year progress report, annual report and final report). Requested information may include:

- A summary of what was accomplished under the EMPG award during a specific reporting period or grant year.
- A narrative detailing how planning and/or training goals and objectives for the EMPG award were achieved during a specific performance period.

A brief description of any issues or delays, such as severe weather and forest fires, that impact the Subrecipient’s ability to utilize or administer its EMPG award. Failure to provide required reports by the requested due dates or any extended due date in a delay approved by HSEM, may result in processing payment requests, delay in the award of new funding, or, as appropriate, an enforcement action.

**10. Reporting Total Compensation of Recipient Executives**

- Applicability and what is reported:

The total compensation for each of your five most highly compensated executives for the preceding completed fiscal year is report, if -

- The total Federal funding authorized to date under this award is \$30,000 or more;
- In the preceding fiscal year, you received -
  - i. 80 percent or more of your annual gross revenues from Federal procurement contracts and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR §170.320; and
  - ii. \$25,000,000 or more in annual gross revenues from Federal procurement contracts and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR §170.320; and
- The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m (a), 78o (d)) or section 6104 of the Internal Revenue Code of 1986. To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/excomp.htm>.

- Where and when it is reported:

- As part of your registration profile at <https://www.sam.gov/SAM/>.
- By the end of the month following the month in which this award is made, and annually thereafter.

**11. Changes to the Approved Application and Budget (prior approval actions)**

The approved budget for the Federal award summarizes the financial aspects of the project or program as approved during the Federal award process. It must be related to performance for program evaluation purposes whenever appropriate. Subrecipients are required to report deviations from budget or project scope or objective, and request prior approvals from the HSEM EMPG Program Manager for budget and program plan revisions, in accordance with this section.

Recipients must request prior approvals from the HSEM EMPG Program Manager for the following program or budget-related reasons:

- Change in the scope or the objective of the project or program (even if there is no associated budget revision requiring prior written approval).
- Request for approval to engage in programmatic activities that were not detailed in the Subrecipient’s application, budget narrative and project narrative.
- Change in a key person specified in the application or the Federal award (the Subrecipient Project Director).
- The disengagement from the project for more than three months by the approved Subrecipient Project Director.
- Unless described in the application and funded in the approved award, the subawarding, transferring or contracting out of any work under a federal award, including fixed amount subawards as described in 2 CFR §200.333 - Fixed Amount Subawards. This provision does not apply to the acquisition of supplies, material, equipment or general support services.
- A request for a one-time extension of the period of performance by up to 12 months. For one-time extensions, the Subrecipient must notify the HSEM EMPG Program Manager in writing with the supporting reasons, the amount of funds unobligated and revised period of performance, at least 90 calendar days before the end of the period of performance specified in the Federal award (shown in Block 1.7 of the executed Grant Agreement). A *Grant Change Request Form* must be used to request an extension and must be signed or endorsed by an official with authority, the Subrecipient Project Director as well as their Financial Officer within the Subrecipient organization. This one-time extension may not be exercised merely for the purpose of using unobligated balances – there needs to be

Subrecipient Initials: 1.) MM

2.) [Signature]

3.) \_\_\_\_\_

Date: 10/20/20

extenuating circumstances to justify approval for an extension to utilize unobligated balances. Extensions require explicit prior approval from HSEM. Requests for extension may be submitted through HSEM's EMPG page here: [Change Request Form](#).

**12. Title to Equipment**

Title to equipment purchased or fabricated under this award vests in the Subrecipients, respectively, unless otherwise specified under 2 CFR §200.313 - Equipment or the special terms and conditions of the grant award.

**13. Copyrights**

USDHS/FEMA reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Federal government purposes:

- The copyright in any work developed under a subaward, or a contract under a subaward; and
- Any rights of copyright to which a Subrecipient purchases ownership with grant support.

**14. Texting While Driving**

In accordance with Executive Order, 13513, Subrecipients and their contractors are encouraged to adopt and enforce policies that ban text messaging while driving company- owned or rented vehicles or government-owned vehicles, or while driving personally owned vehicles when on official Government business or when performing any work for or on behalf of the Government. These efforts may include conducting education, awareness, and other outreach for employees about the safety risks associated with texting while driving and should encourage voluntary compliance with the entity's text messaging policy while off duty.

**15. Required Use of American Iron, Steel, Manufactured Products, and Construction Materials**

Subrecipients must comply with the "Build America, Buy America" provisions of the Infrastructure Investment and Jobs Act and E.O. 14005. Recipients of an award of Federal financial assistance from a program for infrastructure are hereby notified that none of the funds provided under this award may be used for a project for infrastructure unless:

- all iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
- all manufactured products used in the project are produced in the United States? This means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
- all construction materials are manufactured in the United States--this means that all manufacturing processes for the construction material occurred in the United States. The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

**Waivers**

When necessary, recipients may apply for, and the agency may grant, a waiver from these requirements. Information on the process for requesting a waiver from these requirements is on the website below.

- When the Federal agency has made a determination that one of the following exceptions applies, the awarding official may waive the application of the domestic content procurement preference in any case in which the agency determines that:
  - applying the domestic content procurement preference would be inconsistent with the public interest;
  - the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or
  - the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent.

A request to waive the application of the domestic content procurement preference must be in writing. The agency will provide instructions on the format, contents, and supporting materials required for any waiver request. Waiver requests are subject to public comment periods of no less than 15 days and must be reviewed by the Made in America Office. There may be instances

Subrecipient Initials: 1.) um

2.) [Signature]

3.) \_\_\_\_\_

Date: 10/20/21

where an award qualifies, in whole or in part, for an existing waiver described at "[Buy America Preference in FEMA Financial Assistance Programs for Infrastructure](#)" | [FEMA.gov](#). The awarding Component may provide specific instructions to Recipients of awards from infrastructure programs that are subject to the "Build America, Buy America" provisions. Recipients should refer to the Notice of Funding Opportunity for further information on the Buy America preference and waiver process.

**16. Environmental Planning and Historic Preservation (EHP) Review**

DHS/FEMA funded activities that may require an Environmental Planning and Historic Preservation (EHP) review are subject to the FEMA EHP review process. This review does not address all federal, state, and local requirements. Acceptance of federal funding requires the recipient to comply with all federal, state and local laws. DHS/FEMA is required to consider the potential impacts to natural and cultural resources of all projects funded by DHS/FEMA grant funds, through its EHP review process, as mandated by: the National Environmental Policy Act; National Historic Preservation Act of 1966, as amended; National Flood Insurance Program regulations; and any other applicable laws and executive orders. General guidance for FEMA's EHP process is available on the DHS/FEMA Website. Specific applicant guidance on how to submit information for EHP review depends on the individual grant program and applicants should contact their grant Program Officer to be put into contact with EHP staff responsible for assisting their specific grant program. The EHP review process must be completed before funds are released to carry out the proposed project; otherwise, DHS/FEMA may not be able to fund the project due to noncompliance with EHP laws, executive orders, regulations, and policies. If ground disturbing activities occur during construction, applicant will monitor ground disturbance, and if any potential archaeological resources are discovered the applicant will immediately cease work in that area and notify the pass-through entity, if applicable, and DHS/FEMA.

Subrecipient Initials: 1.) um      2.) bc      3.) \_\_\_\_\_      Date: 10/26/25

**EXHIBIT B**

Scope of Services

1. The Department of Safety, Division of Homeland Security and Emergency Management (hereinafter referred to as "the State") is awarding the Town of New Boston (hereinafter referred to as "the Subrecipient") \$40,000.00 to purchase and install equipment for the community's Emergency Operations Center (EOC).
2. "The Subrecipient" agrees that the project grant period ends August 31, 2026 and that a final performance and expenditure report will be sent to "the State" by September 30, 2026.
3. "The Subrecipient" agrees to comply with all applicable federal and state laws, rules, regulations, and requirements.
4. "The Subrecipient" shall maintain financial records, supporting documents, and all other pertinent records for a period of three (3) years from the grant period end date. In these records, "the Grantee" shall maintain documentation of the 50% cost share required by this grant.

Subrecipient Initials: 1.) MM

2.) [Signature]

3.) \_\_\_\_\_

Date: 10/26/25

**EXHIBIT C**

Grant Amount and Payment Schedule

1. GRANT AMOUNT

Federal Award Information	
<b>Awarding Agency:</b> Federal Emergency Management Agency	<b>Pass-through Entity:</b> Homeland Security & Emergency Management
<b>Federal Award:</b> \$3,190,361.00	<b>Assistance Listings Number/Title:</b> Emergency Management Performance Grant / 97.042
<b>Federal Award Date:</b> 9/23/2024	<b>R&amp;D:</b> No
<b>Indirect Cost Rate:</b> 14.72%	<b>Federal Award Identification Number (FAIN):</b> EMB-2024-EP-05009
Subrecipient Information	
<b>Name:</b> Town of New Boston	<b>UEI:</b> J6GBD74AL9X3
<b>Current Subaward Amount:</b> \$40,000.00	<b>Total Subawards Amount:</b> \$40,000.00
Project Cost	
<b>Applicant Share (Match Required):</b> \$40,000.00	<b>Total Project Cost:</b> \$80,000.00
Period of Performance	
<b>Start</b>	<b>End</b>
10/1/2023	8/31/2026
Budget Period	
<b>Start</b>	<b>End</b>
10/1/2023	8/31/2026

2. PAYMENT SCHEDULE

- a. "The Subrecipient" agrees the total payment by "the State" under this grant agreement shall be up to \$40,000.00.
- b. "The Subrecipient" may request an advancement of grant funds in writing to the "The State". "The State" will forward the funds to "the Subrecipient" upon receiving and reviewing the request. "The Subrecipient" shall expend the grant funds within thirty (30) days and provide proof of this to "the State" within forty-five (45) days.

Subrecipient Initials: 1.) WMP      2.) [Signature]      3.) \_\_\_\_\_

Date: 10/20/25

- c. Upon review and approval of the invoices and supporting match documentation "The State" shall reimburse up to \$XX0.00 to "the Subrecipient" upon "the State" receiving a reimbursement request on letterhead, copies of purchase orders, vendor invoices, cancelled checks, and required match documentation.
- d. Upon State Approval, allowable match may be incurred for this project from the start of the federal period of performance of this grant, 10/1/2023, to the identified completion date (block 1.7).

Subrecipient Initials: 1.) ump

2.)  3.) \_\_\_\_\_

Date: 10/20/23



## **Select Board Select Board Meeting**

Monday, December 29, 2025

Time: 6:30 PM

Town Hall Conference Room

The meeting is broadcast on the internet via live 'Streaming' link from the Town's Web Page

### **6:30 PM-Call to Order**

### **Sign Consent Agenda**

*The Board always welcomes public comment and feedback. There are two opportunities for public comment, one at the beginning of the meeting and then another at the end. If there is any need for extended comment, a request to be added to the agenda with supporting documentation should be sent to the Assistant Town Administrator beforehand.*

### **1<sup>st</sup> Public Comment**

#### **Appointments**

**Item 1:** Fire Chief Brian Dubreuil- EOC Grant Agreement Request

#### **New Business**

**Item 2:** Encumbrances, Transfers and Purchases

#### **Old Business**

**None.**

#### **Other Business**

**None.**

### **2<sup>nd</sup> Public Comment (if needed)**

**Request for Non-Public per RSA 91-A: 3, II (c)**

**Adjourn**

Posted on December 26, 2025  
Next Scheduled Meeting: Monday, January 5, 2026



TOWN OF NEW BOSTON

7 Meetinghouse Hill Road

P.O. Box 250

New Boston, NH 03070-02 50

Phone • (603) 487-2500 Fax • (603) 487-2975

www.newbostonnh.gov

To Whom it may concern,

*The Select Board, in a majority vote, accepted the terms of the Emergency Management Performance Grant as presented in the amount of \$40,000.00 for the purchase of EOC Equipment. Furthermore, the Board acknowledges that the total cost of this project will be \$80,000.00, in which the town will be responsible for a 50% match (\$40,000.00).*

Select Board Chair: *William M. Pugh* Date: *12/29/25*

Select Board: *[Signature]* Date: *12/29/25*

Select Board: \_\_\_\_\_ Date: \_\_\_\_\_





## CERTIFICATE OF COVERAGE

The New Hampshire Public Risk Management Exchange (Primex<sup>3</sup>) 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, Primex<sup>3</sup> is authorized to provide pooled risk management programs established for the benefit of political subdivisions in the State of New Hampshire.

Each member of Primex<sup>3</sup> is entitled to the categories of coverage set forth below. In addition, Primex<sup>3</sup> 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 Primex<sup>3</sup>, including but not limited to the final and binding resolution of all claims and coverage disputes before the Primex<sup>3</sup> 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 Primex<sup>3</sup>. As of the date this certificate is issued, the information set out below accurately reflects the categories of coverage established for the current coverage year.

This Certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend, or alter the coverage afforded by the coverage categories listed below.

<i>Participating Member:</i>		<i>Member Number:</i>		<i>Company Affording Coverage:</i>	
Primex3 Members as per attached Schedule of Members Property & Liability Program				NH Public Risk Management Exchange - Primex <sup>3</sup> 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"/>	<b>General Liability (Occurrence Form)</b>	1/1/2026	1/1/2027	Each Occurrence	\$ 2,000,000
<input type="checkbox"/>	<b>Professional Liability (describe)</b>			General Aggregate	\$ 10,000,000
<input type="checkbox"/>	Claims Made			Fire Damage (Any one fire)	
<input type="checkbox"/>	Occurrence			Med Exp (Any one person)	
<input type="checkbox"/>	<b>Automobile Liability</b>			Combined Single Limit (Each Accident)	
	Deductible    Comp and Coll:			Aggregate	
<input type="checkbox"/>	Any auto				
<input type="checkbox"/>	<b>Workers' Compensation &amp; Employers' Liability</b>			Statutory	
				Each Accident	
				Disease – Each Employee	
				Disease – Policy Limit	
<input type="checkbox"/>	<b>Property (Special Risk includes Fire and Theft)</b>			Blanket Limit, Replacement Cost (unless otherwise stated)	
<b>Description:</b> Proof of Primex Member coverage only.					

<b>CERTIFICATE HOLDER:</b>	<b>Additional Covered Party</b>	<b>Loss Payee</b>	Primex <sup>3</sup> – NH Public Risk Management Exchange
			By: <i>Mary Beth Purcell</i>
State of NH Dept of Safety 33 Hazen Dr. Concord, NH 03305			Date: 1/6/2026    mpurcell@nhprimex.org
			Please direct inquiries to: <b>Primex<sup>3</sup> Claims/Coverage Services</b> 603-225-2841 phone 603-228-3833 fax



## CERTIFICATE OF COVERAGE

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This Certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend, or alter the coverage afforded by the coverage categories listed below.

<i>Participating Member:</i>		<i>Member Number:</i>		<i>Company Affording Coverage:</i>	
Primex3 Members as per attached Schedule of Members Workers' Compensation Program				NH Public Risk Management Exchange - Primex <sup>3</sup> 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:		
<b>General Liability (Occurrence Form)</b> <b>Professional Liability (describe)</b> <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence			Each Occurrence		
			General Aggregate		
			Fire Damage (Any one fire)		
			Med Exp (Any one person)		
<b>Automobile Liability</b> Deductible    Comp and Coll: <input type="checkbox"/> Any auto			Combined Single Limit (Each Accident)  Aggregate		
<input checked="" type="checkbox"/> <b>Workers' Compensation &amp; Employers' Liability</b>	1/1/2026	1/1/2027	<input checked="" type="checkbox"/> Statutory Each Accident                      \$2,000,000 Disease – Each Employee        \$2,000,000 Disease – Policy Limit		
<input type="checkbox"/> <b>Property (Special Risk includes Fire and Theft)</b>			Blanket Limit, Replacement Cost (unless otherwise stated)		
<b>Description:</b> Proof of Primex Member coverage only.					

<b>CERTIFICATE HOLDER:</b>	<b>Additional Covered Party</b>	<b>Loss Payee</b>	<b>Primex<sup>3</sup> – NH Public Risk Management Exchange</b>
			<b>By:</b> <i>Mary Beth Purcell</i>
State of NH Dept of Safety 33 Hazen Dr. Concord, NH 03305			<b>Date:</b> 1/6/2026    mpurcell@nhprimex.org
			Please direct inquires to: <b>Primex<sup>3</sup> Claims/Coverage Services</b> 603-225-2841 phone 603-228-3833 fax