

93 - 6/3/26



State of New Hampshire

DEPARTMENT OF SAFETY  
JAMES H. HAYES BUILDING  
33 HAZEN DRIVE  
CONCORD, NEW HAMPSHIRE 03305  
603-271-2791



EDDIE EDWARDS  
ASSISTANT COMMISSIONER

ROBERT L. QUINN  
COMMISSIONER

STEVEN R. LAVOIE  
ASSISTANT COMMISSIONER

April 3, 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 award a grant to the Town of Hillsborough (VC#177407-B002) in the amount of \$11,812.50 to update the Town's Hazard Mitigation Plan (HMP), effective upon Governor and Council approval through August 26, 2028. **100% Federal Funds.**

Funding is available in account, Hazard Mitigation Grant Program, as follows:

02-23-23-236010-29200000-072-500574 - Grants to Local Gov't -- Federal	FY 2026 \$11,812.50
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EXPLANATION

The purpose of this grant is for the Town of Hillsborough to update the Town's 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 a variety of mitigation activities, such as planning and the implementation of projects identified through the evaluation of natural hazards.

HMGP is 75% Federally funded by FEMA with a 25% match requirement supplied by the sub-recipient. The sub-recipient acknowledges their match obligation as part of Exhibits B and C to their grant agreement.

In the event that 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**

<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. Sub-Recipient Name</b> Town of Hillsborough (177407-B002)		<b>1.4. Sub-Recipient Address</b> 27 School Street PO Box 7, Hillsborough, NH 03244	
<b>1.5. Sub-Recipient Tel. #</b> 603-464-7970	<b>1.6. Account Number</b> AU #29200000	<b>1.7. Completion Date</b> August 26, 2028	<b>1.8. Grant Limitation</b> \$11,812.50
<b>1.9. Grant Officer for State Agency</b> Austin Brown, Chief of Mitigation & Recovery		<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. Sub-Recipient Signature 1</b> 		<b>1.12. Name &amp; Title of Sub-Recipient Signor 1</b> James Bailey III, Chairman	
<b>Sub-Recipient Signature 2</b>		<b>Name &amp; Title of Sub-Recipient Signor 2</b>	
<b>Sub-Recipient Signature 3</b>		<b>Name &amp; Title of Sub-Recipient Signor 3</b>	
<b>1.13. State Agency Signature(s)</b> By:  Assistant Director for On: 4/15/26		<b>1.14. Name &amp; Title of State Agency Signor(s)</b> Amy Newbury, Director of Administration	
<b>1.15. Approval by the N.H. Department of Administration, Division of Personnel (if applicable)</b>  By: _____ Director, On: / /			
<b>1.16. Approval by Attorney General (Form, Substance and Execution) (if G &amp; C approval required)</b> By:  Assistant Attorney General, On: 04/20/2026			
<b>1.17. Approval by Governor and Council (if applicable)</b>  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.) SCB 2.) SCB 3.) SCB Date: 5/13/26  
1926

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

Sub-Recipient Initials: 1.) AVB/ree

2.) SCR/AT

3.) AVB/ree

Date: 1-1-01

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

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

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

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

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

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

#### 9. TERMINATION.

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

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

#### 10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

letters, memoranda, papers, and documents, all whether finished or unfinished.

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

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

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

#### 12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

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

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

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

#### 14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and continuously maintain in force, and shall require any

Sub-Recipient Initials: 1.) JAB/aw 2.) JAB/aw 3.) [redacted] Date: 7-26

subcontractor or assignee to obtain and maintain in force, the following insurance:

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

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

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

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

#### 15. WORKERS' COMPENSATION.

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

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

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

17. **AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

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

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

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

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

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

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

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

Sub-Recipient Initials: 1.)                     

2.)                     

3.)                     

Date:

**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.) M. B. [unclear]

2.) [unclear]

3.) [unclear]

Date: 7-9-06

**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 Hillsborough** (hereinafter referred to as "The Sub-Recipient") **\$11,812.50** within the DR 4799 Hazard Mitigation Grant Program (HMGP).

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

"The Sub-Recipient" agrees that the period of performance ends on August 26, 2028 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 (NH HSEM). All completed invoices must be sent to "The State" by September 26, 2028, thirty (30) days after the period of performance ends and a final performance and expenditure report will be sent to "The State" by September 26, 2028 .

**2. PROJECT TASKS AND DELIVERABLES – UPDATE 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 Sub-Recipient" will prepare a Local Hazard Mitigation Plan Update in accordance with FEMA guidelines for Hazard Mitigation Planning. "The Sub-Recipient" may be assisted, by a vendor of their choice, for this scope of work. "The Sub-Recipient'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.) MBG

2.)                     

3.)                     

Date: 1/29/20

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 Sub-Recipient” 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 Sub-Recipient” 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 Sub-Recipient”. A set of hazard maps will be included within the updated Hazard Mitigation plan, and GIS files will be made available to “The Sub-Recipient” 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 Sub-Recipient” 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.) MB

2.)

3.)

Date: 7/19/06

### Task 5. Facility Inventory:

"The Sub-Recipient" 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 Sub-Recipient" 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.) JUB

2.)                     

3.)                     

Date: 1/19/20

"The Sub-Recipient", 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.) *J. B. M.*

2.)

3.)

Date: *1-9-20*

- 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 Sub-Recipient” in conjunction with the planning team will monitor, evaluate, and update the plan.
- The Planning Team will assist “The Sub-Recipient” 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” shall use these to report progress and deviations from the approved scope of work, work schedule, or budget. No changes shall be made without prior written approval from NH HSEM and/or FEMA, who will issue formal determinations in writing.

“The Sub-Recipient” shall notify NH HSEM in writing at least 120 days before the end of the project completion if a time extension is necessary.

“The Sub-Recipient” agrees to submit draft plans to NH 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

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

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 NH HSEM reviews, and resubmit revised draft plan(s) to NH HSEM.

“The Sub-Recipient” agrees to provide copies of the formally approved plans to NH HSEM in electronic format upon receipt of the FEMA’s approval letter.

“The Sub-Recipient” agrees to comply with all applicable federal terms and conditions, statutes, regulations, Executive Orders, and FEMA guidance, as well as relevant state and local requirements.

“The Sub-Recipient” agrees to comply with the FEMA Record of Environmental Considerations.

“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 NH HSEM’s closeout letter. In these records, “The Sub-Recipient” shall maintain documentation of the 25% cost share required by this grant.

Sub-Recipient Initials: 1.) ACB/m

2.)                     

3.)                     

Date: 1-9-20

**EXHIBIT C**

Grant Amount and Payment Schedule

1. GRANT AMOUNT

	<b>Sub-Applicant Share</b>	<b>Grant (Federal Share)</b>	<b>Cost Totals</b>
Project Cost	\$3,937.50	\$11,812.50	\$15,750.00
Project Cost is 75% Federal Funds, 25% Applicant Share			
Awarding Agency: Federal Emergency Management Agency (FEMA)			
Award Title & #: Hazard Mitigation Grant Program (HMGP) 4799DRNHP00000035			
Assistance Listings Number: 97.039			
Applicant's Unique Entity Identifier (UEI): F69NY5GWL4N5			

2. PAYMENT SCHEDULE

- a. "The Sub-Recipient" agrees the total payment by "The State" under this grant agreement shall be up to **\$11,812.50** and allocated to individual plan development as follows:

Jurisdiction	Federal Share	Sub-Applicant Share
Hillsborough	11,812.50	3,937.50

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

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

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

Sub-Recipient Initials: 1.) ALB/ke 2.) [redacted] 3.) [redacted] Date: 1-5-20

Task 5. Submit completed plan for review, revisions, and receive APA status <ul style="list-style-type: none"> <li>• Plan Review, Evaluation, and Implementation</li> <li>• Plan Maintenance</li> <li>• Public Review of Draft</li> </ul>	15%
Task 6. Submit Adopted Plan and receive Formal Approval <ul style="list-style-type: none"> <li>• Review and Approval</li> </ul>	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, July 10, 2024, to the identified completion date (block 1.7).

Sub-Recipient Initials: 1.) JOB/D

2.)                     

3.)                     

Date: 1-6-20

**Board of Selectmen  
Meeting Minutes  
January 9, 2026**

Present: James Bailey – Chairman, Selectwoman Iris Campbell, Richard Pelletier – Selectman, and Laura Buono, Town Administrator

Others present: Leigh Bosse, Jon Daley, Steve Solomon, Mark Murdough, Chris Parsons, Kenneth Stafford, Ernie Butler, Dennis Yeaton, James Clough, Angie Polochuv, Donna Lane, Kim Opperman, Laura Pasquine, Nancy Merrill, Riche' Colcombe.

Pledge of Allegiance was recited  
Meeting opened at 1:00 pm

**1. PUBLIC HEARING – BROWNSFIELD GRANT APPLICATION FOR 171 W. MAIN STREET (ASSOCIATED ELECTRIC)**

Nancy Merrill reviewed the draft Brownfield Grant Application for 171 W. Main Street. She said the request is for \$3.4 million for the purpose of continuing to clean up the site. The grant is a federal grant with no money match from the Town and for a term of 3 years. The grant also requires the creation of a Brownfield Steering Committee that will be responsible for community engagement and reuse planning over the next couple of years. Members will include one from the Regional Planning Commission, one from Economic Development Commission, one from the Planning Board, one from Greater Hillsborough Senior Services and one from the Chamber of Commerce. After the property is cleaned it can be sold for commercial purposes. The group would meet twice a year to talk in depth about future use of the property. If the group determines the site should not be used as a municipal complex it can then be sold for commercial purposes.

Public Comments:

- Leigh Bosse commented that he does not want to see the property used for a municipal complex. The committee should be charged with coming up with the best use for that property. Chairman Bailey told Mr. Bosse that including the municipal complex in the application doesn't bind them to that project if it isn't supported by the residents. He said the sale of the property for commercial use is also included in the application if the complex is not supported.
- Jon Daley who will be responsible for any unknown future contamination at that property. Nancy Merrill explained there will be a covenant not to sue that would go with the land, the covenant will be from the State of NH.
- Jon Daley asked what would happen with the crane on site. Ms. Buono said the Highway Department will dismantle the crane and if they can't use it, it will be placed out to bid.
- Steve Solomon said the grant narrative says the town is looking to use the property for a municipal complex. Chairman Bailey said to meet the grant application requirements a use for the property must be listed and this is one use the Board has discussed, but nothing is set in stone.
- Steve Solomon asked how deep the contamination was. It was stated that it is part of the grant.

- Nancy Merrill said in the application it does say if funding can't be met the property will be sold for commercial use. In either scenario the contamination would be remediated, page 3 under G and under H.
- Mark Murdough asked what would be added to treat the water. Laura Pasquine from NHDES responded with technical information.
- Riche' Colcombe said she is a member of the Chamber of Commerce and asked why the Chamber is committed to the steering committee in this grant application but haven't been asked if they want to be involved. Ms. Buono explained that they are not committed and the inclusion of the Chamber on this draft is a suggestion but when they are contacted and they are not interested, the Selectmen will move on to another community organization who may like to be involved

Chairman Bailey asked if there were any further comments. There were none. Chairman Bailey closed the public hearing.

Chairman Bailey made a motion to authorize the Town Administrator to execute all documents necessary to apply for the EPA Brownsfield Clean-up Grant for 171 West Main Street and if awarded the funds to be accepted and expended. Selectman Pelletier seconded the motion, the motion passed.

## **2. 2026 BUDGET DISCUSSION WITH DEPARTMENT HEADS**

### **POLICE DEPARTMENT – CHIEF CHRIS PARSONS**

- Increases in contract services
- Health benefits and payroll have increased; there is 53 weeks in 2026.
- Equipment purchase is increased; the goal is to replace two radios each year. Each officer (18) is equipped with a radio.
- Dispatch includes a payout for retirement and wage increases.
- Antrim, Deering, Bennington, Washington and Hancock dispatch revenues amount to about \$130,000.

### **FIRE DEPARTMENT – CHIEF KENNETH STAFFORD**

- The overall budget has decreased by 6% because the ladder truck has been paid off.
- Two radios will be replaced each year (28) in total.
- Ms. Buono talked about a warrant article that will be presented at town meeting. It's a Rescue Pumper where the town would enter a lease to own agreement. The complexity comes because it will take (2) years for the pumper to be built. Ms. Buono is waiting to find out if the interest rate will be held and then she will also need to talk to the Department of Revenue. Selectman Pelletier questions whether the town should do this or not this year, however, he does understand the need.

### **HIGHWAY DEPARTMENT – ROAD AGENT ERNIE BUTLER**

- The grader and loader are scheduled to be serviced in 2026.
- Clothing expenses increased.
- Electricity has increased.
- Rentals and lubricants have increased.
- Sand and gravel are increased as well.

- Ernie would like to see the road construction article increase to \$400,000.
- A warrant article will be presented for a new sidewalk plow in the amount of \$215,000.
- Ms. Buono said the decorative lights on Bridge Street do not work, does the Board want the light connected or replaced. Chairman Bailey said the Board can consider what the needs are later.

### **TEEN CENTER – JT CLOUGH**

- No substantial increases.
- The revolving account for recreation programs is now self-sufficient.
- The Teen Center averages 23 children a day.
- JT will be working with the Town Administrator for 10 hours a week.

### **PARKS & RECREATION – JT CLOUGH**

- The maintenance line is increased. Rehabbing fields will begin with one field per year on a 6-year rotation. This includes grass seed, fertilizer, loam etc. increase of \$3,500.
- Water increased from \$4,000 to \$6,000. Roughly 158,000 gallons of water was used in 2025, short by \$34,000 of what should be used when it doesn't rain.
- Selectman Pelletier asked why the payroll increased as much as it did. It explained the wages were made competitive for the seasonal help.
- Recreation shows a \$500 increase for new restitutes.
- Trustee of the Trust Funds, Riche' Colcombe said there are funds available to support Manahan so the taxpayers don't have to. She suggested reaching out to legal advice regarding the funding for Manahan. There is over \$300,000 available.

### **TRUSTEES OF THE TRUST FUNDS**

- Trustee Riche' Colcombe requested to meet with the Selectmen regarding TTF expenses.

### **TRANSFER STATION – ANGIE POLOCHUV**

- The trash contract and tipping fees are increasing.
- Repair costs for the backhoe or replacement are being looked at.

### **REMAINDER OF THE BUDGET**

Ms. Buono talked with the Board asking if they want to meet with any other department, if so, she will put them on the next agenda. She did say the Conservation Commission is requesting \$10,000 for consultation, she feels the Commission can use the Conservation Commission Fund for the cost of the consultation. Ms. Buono will arrange a meeting with the Conservation Chair.

### **3. REQUEST FOR PAYMENT – SEWER COMMISSION**

The Sewer Commission is requesting reimbursement from the town for the Park & Whittemore Project in the amount of \$216,770.85. This cost covers drainage and the partial road.

Chairman Bailey made a motion to authorize the payment of \$216,770.85 to the Water & Sewer Commission. Selectman Pelletier seconded the motion, the motion passed.

#### **4. KEARSARGE ENERGY REQUEST FOR PILOT**

Ms. Buono sent out information regarding Kearsarge Energy to the members of the Municipal Managers Association to see how many worked with Kearsarge Energy one on one. Three communities responded with no negative comments and one community is working with Kearsarge Energy who will be building a solar array on their landfill cap and have not had any problems with payment from Kearsarge Energy. Chairman Bailey asked to make sure Kearsarge Energy has a queue number. Selectman Pelletier asked if the Board should negotiate the cost of kilowatt per year, Kearsarge Energy is offering \$4,000 per kilowatt per year. Ms. Buono will check, but she believes it is like the cable contract.

#### **5. HAZARD MITIGATION GRANT APPLICATION**

The is for updating the current Hazard Mitigation Plan. The update cost is \$15,750.00; the grant will cover \$11,812.50 and the balance will come from in-kind services. The plan needs to be updated every 5 years.

Chairman Bailey made a motion to accept the terms of the Hazard Mitigation Grant Program as presented in the amount of \$11,812.50 for updating the local Hazard Mitigation Plan. Furthermore, the Board of Selectmen acknowledges the total cost for this project will be \$15,750.00 in which the town will be responsible for a 25% match equal to \$3,937.50. Selectman Pelletier seconded the motion, the motion passed.

Selectman Pelletier made a motion authorizing the Chairman to sign on behalf of the town. Selectwoman Campbell seconded the motion, the motion passed.

#### **6. CONSENT AGENDA**

Chairman Bailey made a motion to approve the Consent Agenda for January 9, 2026. Selectman Pelletier seconded the motion, the motion passed.

- Health Officer & Deputy Health Officer Renewal
- Veterans Exemption Map 5 Lot 13; Map 7 Lot 16
- 2026 Assessing Svcs. Contract - Norm Bernaiche

#### **7. MANIFEST**

Chairman Bailey made a motion to authorize the Selectmen to sign manifests and order the Treasurer to sign Payroll Check numbers 20768 – 20796 a/k/a Vouchers 1 & 2 in the amount of \$289,454.07 (includes 253 direct deposit stubs) and Accounts Payable Check numbers 035130 – 035134 Vouchers 1 & 2 in the amount of \$15,790.52. Selectman Pelletier seconded the motion, the motion passed.

#### **8. PUBLIC HEARING – COMMUNITY DEVELOPMENT BLOCK GRANT (17 W. MAIN STREET)**

Chairman Bailey opened the hearing at 3:00 pm.

Grant Administrator, Donna Lane read the following into the record:

Community Development Block Grant funds are available to municipalities through the NH Community Development Finance Authority. Up to \$500,000 annually is available for Economic Development Projects, up to \$750,000 in Supportive Housing Projects, up to \$500,000 for Housing Projects, up to \$500,000 for Public Facility Projects, up to \$500,000 in Emergency Funds, up to \$25,000 per Planning Study grant. All projects must directly benefit a majority of low- and moderate-income persons.

This is a proposed application to the Community Development Finance Authority (CDFA) for up to \$500,000 in Community Development Block Grant (CDBG) Housing funds. Of the total grant, up to \$35,000 will be retained by the Town to cover eligible administrative and labor compliance costs. The remainder will be subgranted to Rumrill LLC to rehabilitate the 4th floor into two, new, 2- bedroom apartments and to install fire sprinklers throughout the building located at 17 West Main Street in Hillsborough. The two new units will be affordable housing. The majority of the existing 11 units are affordable housing.

This project conforms with Hillsborough's proposed Housing and Community Development Plan's goal of: Encourage a varied stock of safe, sanitary, decent and affordable housing for persons of all age and income groups. (Short-term and Long-term goal).

Chairman Bailey asked for public comment: no comments from the public.

Chairman Bailey closed the public hearing.

**Chairman Bailey opened the Public Hearing on the Residential Anti-displacement and Relocation Assistance Plan for the Proposed Rumrill LLC 17 W Main St Improvements CDBG Project**

This plan outlines measures, under the Uniform Relocation Act, required for CDBG projects that involve any displacement or relocation of persons (or businesses), if the Town were to undertake a CDBG project which involved displacement or relocation they would follow this plan. The plan outlines the measures they would take to find comparable, suitable housing for persons (or businesses) displaced or relocated. This project does not anticipate displacement or relocation as the sprinklers can be done with the units will occupied, and the 2 new units will be in unoccupied space.

Chairman Bailey asked for public comment: no comments from the public.

Chairman Bailey closed the public hearing.

**Chairman Bailey opened the Public Hearing on the proposed Housing and Community Development Plan**

A Housing and Community Development Plan is required to be eligible to apply for CDBG funds. The proposed Housing and Community Development Plan (HCDP) identifies needs, which currently exist or are anticipated during the next three years. The Plan provides a basis for guiding the Town's housing and community development objectives and actions. In addition, the proposed Plan includes a CDBG Citizen Participation plan that details the CDBG requirements for public hearings. The Plan was last adopted in January 2023, no changes have been made to that Plan.

## Hillsborough's proposed Housing and Community Development Plan's Goals

Goal: Encourage a varied stock of safe, sanitary, decent and affordable housing for persons of all age and income groups. (Short-term and Long-term goal).

Goal: Encourage economic development activities to increase quality industrial and commercial development. Encourage the expansion and retention of employment opportunities for residents. (Short-term and Long-term goal).

Goal: Encourage municipal and private water and wastewater systems that are safe, sanitary and that meet DES regulations. (Short-term and Long-term goal).

Goal: Preserve and promote the Town's historically and culturally significant structures. (Short-term and Long-term goal).

Goal: Promote activities that protect the health and safety of residents and visitors. (Short-term and Long-term goal).

Informational packets were available.

Chairman Bailey asked for public comment: no comments from the public.

Chairman Bailey closed the public hearing.

Chairman Bailey made a motion to vote to approve the submittal of the Rummrill LLC, 17 W. Main Street improvement CDBG application and to vote to authorize the Selectboard Chairman to sign and submit the CDBG application and upon approval of the CDBG application authorize the Chairman of the Selectboard to execute any documents which may be necessary to officiate the CDBG contract and any amendments therefore. Selectman Pelletier seconded the motion, the motion passed.

Chairman Bailey made a motion to adopt the Anti-displacement and Relocation Assistance Plan for Rummrill LLC, 17 W. Main Street Improvement Projects. Selectman Pelletier seconded the motion, the motion passed.

Chairman Bailey made a motion to adopt the updated Housing and Community Development Plan. Selectman Pelletier seconded the motion, the motion passed.

Meeting adjourned at 3:07 pm

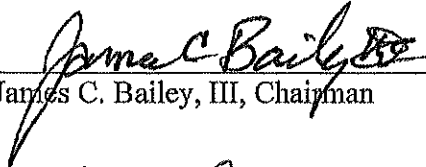
A true record

Mary Whalen


Recording Secretary

Date: 1-28-2026

Approved by:  
Hillsborough Selectboard

  
James C. Bailey, III, Chairman

  
Iris Campbell, Selectwoman

  
Richard Pelletier, Selectman



## 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> Town of Hillsborough PO Box 7 Hillsborough, NH 03244		<i>Member Number:</i> 200	<i>Company Affording Coverage:</i> 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> <b>Professional Liability (describe)</b> <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence	1/1/2026	1/1/2027	Each Occurrence	\$ 2,000,000	
			General Aggregate	\$ 10,000,000	
			Fire Damage (Any one fire)		
			Med Exp (Any one person)		
<input type="checkbox"/> <b>Automobile Liability</b> Deductible    Comp and Coll: \$1,000  <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>
State of NH, Department of Safety 33 Hazen Drive Concord, NH 03301			<b>By:</b> <i>Mary Beth Purcell</i>
			<b>Date:</b> 3/17/2026    mpurcell@nhprimex.org
			Please direct inquires to: <b>Primex<sup>3</sup> Claims/Coverage Services</b> 603-225-2841 phone 603-228-3833 fax