



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

September 16, 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 New Castle (VC#154344-B001) in the amount of \$6,187.50 to update the Town's Hazard Mitigation Plan (HMP), effective upon Governor and Council approval through September 2, 2028. **100% Federal Funds.**

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

	<u>FY 2027</u>
02-23-23-236010-29200000-072-500574 - Grants to Local Gov't - Federal	\$6,187.50

EXPLANATION

The purpose of this grant is to provide funding to the Town of New Castle to update the Town's HMP, which is essential to identify natural hazards, and assess community vulnerabilities to establish strategies that reduce long-term risk to people, property, critical infrastructure, and the environment.

This grant is funded through the Hazard Mitigation Grant Program (HMGP), awarded to the Department of Safety, HSEM, by the Federal Emergency Management Agency (FEMA). The HMGP provides funding to sub-recipients for cost-effective hazard mitigation activities that support a comprehensive mitigation strategy. FEMA awards HMGP funds to states, which then provide sub-grants or contracts for various mitigation efforts, including planning and implementing projects identified through the assessment of natural hazards.

Maintaining a current, FEMA-approved Hazard Mitigation Plan (HMP) ensures the plan reflects local conditions, incorporates infrastructure changes, evaluates mitigation actions, and identifies future priorities. A current HMP also supports eligibility for other federal disaster-related funding and strengthens emergency preparedness to reduce the impact of future natural hazards.

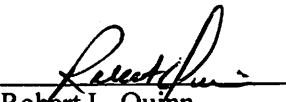
This request is being submitted for Governor and Council approval because the cumulative year-to-date expenditures exceed the \$10,000 threshold established in MOP150.

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.

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

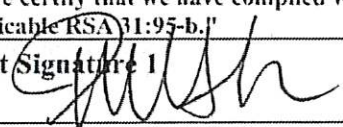
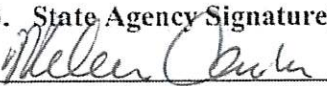
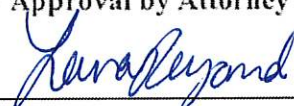
Respectfully submitted,


Robert L. Quinn
Commissioner of Safety

GRANT AGREEMENT

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

I. IDENTIFICATION AND DEFINITIONS

1.1. State Agency Name NH Department of Safety, Homeland Security and Emergency Management		1.2. State Agency Address 33 Hazen Drive Concord, NH 03305	
1.3. Sub-Recipient Name Town of New Castle (154344-B001)		1.4. Sub-Recipient Address PO Box 367, New Castle, NH 03854	
1.5 Sub-Recipient Tel. # 603- 944 1097	1.6. Account Number AU #29200000	1.7. Completion Date September 2, 2028	1.8. Grant Limitation \$6,187.50
1.9. Grant Officer for State Agency Austin Brown, Chief of Mitigation & Recovery		1.10. State Agency Telephone Number (603) 271-2231	
"By signing this form we certify that we have complied with any public meeting requirement for acceptance of this grant, including if applicable RSA 31:95-b."			
1.11. Sub-Recipient Signature 1 		1.12. Name & Title of Sub-Recipient Signor 1 THEODORE HARTMANN, CMO	
Sub-Recipient Signature 2		Name & Title of Sub-Recipient Signor 2	
Sub-Recipient Signature 3		Name & Title of Sub-Recipient Signor 3	
1.13. State Agency Signature(s) By:  On: 8/14/20		1.14. Name & Title of State Agency Signor(s) Amy Newbury, Director of Administration	
1.15. Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: / /			
1.16. Approval by Attorney General (Form, Substance and Execution) (if G & C approval required) By:  Assistant Attorney General, On: 8/17/2026			
1.17. Approval by Governor and Council (if applicable) By: _____ On: / /			

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

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

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

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

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

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

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

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no

event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

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

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

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

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

7. PERSONNEL.

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

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

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

8. EVENT OF DEFAULT/REMEDIES.

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.

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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

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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.) TSM

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EXHIBIT A

Special Provisions

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

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

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

Sub-Recipient Initials: 1.) Tkn

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EXHIBIT B

Scope of Work, Project Tasks & Deliverables, and Project Review & Conditions

1. SCOPE OF WORK

The Department of Safety, Division of Homeland Security and Emergency Management (hereinafter referred to as "The State") is awarding the **Town of New Castle** (hereinafter referred to as "The Sub-Recipient") **\$6,187.50** within the DR 4771 Hazard Mitigation Grant Program (HMGP).

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

"The Sub-Recipient" agrees that the period of performance ends on September 2, 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 October 2, 2028, thirty (30) days after the period of performance ends and a final performance and expenditure report will be sent to "The State" by October 2, 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.) TSC

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

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

3. Convene a local Hazard Mitigation Planning Committee:

“The 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.) Tsm 2.) _____ 3.) _____

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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.) Tgm 2.) 3.)

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"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.

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

Task 10. Maintenance:

- "The 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

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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.

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EXHIBIT C

Grant Amount and Payment Schedule

1. GRANT AMOUNT

	Sub-Applicant	Grant	
	Share	(Federal Share)	Cost Totals
Project Cost	\$2,062.50	\$6,187.50	\$8,250.00
Project Cost is 75% Federal Funds, 25% Applicant Share			
Awarding Agency: Federal Emergency Management Agency (FEMA)			
Award Title & #: Hazard Mitigation Grant Program (HMGP) 4771DRNHP00000025			
Assistance Listings Number: 97.039			
Applicant's Unique Entity Identifier (UEI): WK4TQZN6JH68			

2. PAYMENT SCHEDULE

- a. "The Sub-Recipient" agrees the total payment by "The State" under this grant agreement shall be up to **\$6,187.50** and allocated to individual plan development as follows:

Jurisdiction	Federal Share	Sub-Applicant Share
New Castle	\$6,187.50	\$2,062.50

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 - Grant Award and Contracting - Select and Hire a Vendor - Convene a Local Hazard Mitigation Planning Committee	20%
Task 2. Conduct a Hazard Identification and Risk Assessment - Revisit the Hazard Profiles - Facility Inventory - Vulnerability Assessment	20%
Task 3. Identify Mitigation Actions Mitigation Goals	20%
Task 4. Prioritize Mitigation Actions Mitigation Actions	20%

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Task 5. Submit completed plan for review, revisions, and receive APA status • Plan Review, Evaluation, and Implementation • Plan Maintenance • Public Review of Draft	15%
Task 6. Submit Adopted Plan and receive Formal Approval • Review and Approval	5%

- c. Upon Governor and Executive Council Approval, allowable match may be incurred for this project from the start of the federal period of performance of this grant, April 19, 2024, to the identified completion date (block 1.7).

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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.

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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

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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.

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EXHIBIT A

Special Provisions

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

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

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

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EXHIBIT B

Scope of Work, Project Tasks & Deliverables, and Project Review & Conditions

1. SCOPE OF WORK

The Department of Safety, Division of Homeland Security and Emergency Management (hereinafter referred to as "The State") is awarding the **Town of New Castle** (hereinafter referred to as "The Sub-Recipient") **\$6,187.50** within the DR 4771 Hazard Mitigation Grant Program (HMGP).

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

"The Sub-Recipient" agrees that the period of performance ends on September 2, 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 October 2, 2028, thirty (30) days after the period of performance ends and a final performance and expenditure report will be sent to "The State" by October 2, 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:

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

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

3. Convene a local Hazard Mitigation Planning Committee:

"The 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.

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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:

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"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.) Jaw 2.) _____ 3.) _____

Date: 7/7/26

- 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.) TSN 2.) _____ 3.) _____ Date: 7/7/26

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.) TSM 2.) 3.)

Date: 7/7/24

EXHIBIT C

Grant Amount and Payment Schedule

1. GRANT AMOUNT

	Sub-Applicant	Grant	
	Share	(Federal Share)	Cost Totals
Project Cost	\$2,062.50	\$6,187.50	\$8,250.00
Project Cost is 75% Federal Funds, 25% Applicant Share			
Awarding Agency: Federal Emergency Management Agency (FEMA)			
Award Title & #: Hazard Mitigation Grant Program (HMGP) 4771DRNHP00000025			
Assistance Listings Number: 97.039			
Applicant's Unique Entity Identifier (UEI): WK4TQZN6JH68			

2. PAYMENT SCHEDULE

- a. "The Sub-Recipient" agrees the total payment by "The State" under this grant agreement shall be up to **\$6,187.50** and allocated to individual plan development as follows:

Jurisdiction	Federal Share	Sub-Applicant Share
New Castle	\$6,187.50	\$2,062.50

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 - Grant Award and Contracting - Select and Hire a Vendor - Convene a Local Hazard Mitigation Planning Committee	20%
Task 2. Conduct a Hazard Identification and Risk Assessment - Revisit the Hazard Profiles - Facility Inventory - Vulnerability Assessment	20%
Task 3. Identify Mitigation Actions Mitigation Goals	20%
Task 4. Prioritize Mitigation Actions Mitigation Actions	20%

Sub-Recipient Initials: 1.) Tgn 2.) _____ 3.) _____

Date: 7/7/26

Task 5. Submit completed plan for review, revisions, and receive APA status • Plan Review, Evaluation, and Implementation • Plan Maintenance • Public Review of Draft	15%
Task 6. Submit Adopted Plan and receive Formal Approval • Review and Approval	5%

- c. Upon Governor and Executive Council Approval, allowable match may be incurred for this project from the start of the federal period of performance of this grant, April 19, 2024, to the identified completion date (block 1.7).

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

Date: 7/7/24

City/Town of NEW CASTLE

CERTIFICATE OF AUTHORITY

7/7, 2022~~6~~

WILLIAM STEWART

I, _____, Chairman of the Board (or other governing authority), NEW CASTLE, NH, hereby certify that T. HARTMANN, Fire Chief, had authority to sign and enter into a grant agreement with the State of NH Division of Homeland Security and Emergency Management on 7/7, 2022~~6~~ for the City/Town of NEW CASTLE, and, further, hereby authorize T. HARTMANN to execute any and all contract and agreements related to the Hazard Mitigation Grant Program (HMGP) Agreement.

I further attest that T. HARTMANN was granted authority prior to the day the grant agreement was signed and it has not been amended or repealed as of the day the contract was signed.

A True Copy of the Record,

ATTEST:



Name WILLIAM STEWART
Title CHAIRMAN

State: New Hampshire

County:

On this 7th day of JULY, 2022~~6~~, before me, Bernice L. Barnes (notary/JP's name), the undersigned officer, personally appeared W. STEWART known to me to be the person whose name is signed on the foregoing document and acknowledged to me that he signed voluntarily for its stated purpose and that it was his free act and deed.

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

Bernice S. Barnes

Justice of the Peace/Notary

Commission Expires: 10-4-2027





SELECTBOARD

JULY 7, 2026, 11:00 PM

TOWN OF NEW CASTLE, NH

APPROVED

LOCATION: PUBLIC SAFETY BUILDING

Meeting Minutes are maintained on file within the Town Clerk's office, Town Hall, 49 Main Street, New Castle, NH.
Meeting Notices are posted on bulletin boards within the Town Hall, Website, and the New Castle Post Office.

Join The Meeting by ZOOM: Please Join the Select Board Meetings by Zoom @
<https://us02web.zoom.us/j/3294523610> Passcode: 656268

PRESENT: Chair William Stewart, Select Board Member Jane Finn, Select Board Member Pam Cullen, Town Coordinator and Police Chief Don White, DPW Director Chris Robillard, Fire Chief Ted Hartmann, Building Inspector Russ Bookholz, Finance Administrator Kelly Williamson, Administrative Assistant Bernice Barnes.

ALSO PRESENT: Residents Dave McGuckin, Curt Springer, Dawn Lake

Chair Stewart called the meeting to order at **11:00 AM**.

The Select Board's first order of business is the Consent Calendar:

Review and Approval of the Previous Select Board Minutes, dated June 17, 2026

MOTION: To Approve the Select Board Minutes Dated June 17, 2026, as amended.

MOTION: P. CULLEN

SECOND: J. FINN

UNANIMOUS

MOTION CARRIED

Acceptance of Payroll Manifest Dated: 6.18.26 in the amount of \$48,001.95

MOTION: To Accept Payroll Manifest Dated: 6.18.26 in the amount of **\$48,001.95**

MOTION: P. CULLEN

SECOND: J. FINN

UNANIMOUS

MOTION CARRIED

Acceptance of Payroll Manifest Dated: 6.19.26 in the amount of \$327.66

MOTION: To Accept Payroll Manifest Dated: 6.19.26 in the amount of \$ 327.66

MOTION: P. CULLEN
SECOND: J. FINN
UNANIMOUS
MOTION CARRIED

Acceptance of Payroll Manifest Dated: 7.2.26 in the amount of \$52,418.80

MOTION: To Accept Payroll Manifest Dated: 7.2.26 in the amount of \$52,418.80

MOTION: P. CULLEN
SECOND: J. FINN
UNANIMOUS
MOTION CARRIED

Acceptance of Accounts Payable Manifest Dated: 6.18.26 in the amount of \$ 97,476.99

MOTION: To Accept Accounts Payable Manifest Dated: 6.18.26 in the amount of \$ 97,476.99

MOTION: P. CULLEN
SECOND: J. FINN
UNANIMOUS
MOTION CARRIED

Donald White Jr.

Town Coordinator

Municipal Offices
49 Main Street
PO Box 367
New Castle, NH 03854
townadmin@newcastlenh.org
Tel: (603) 431-6710

TOWN OF NEW CASTLE, NEW HAMPSHIRE
OFFICE of the TOWN COORDINATOR

PROJECT STATUS REPORT
JULY 7, 2026, SELECT BOARD MEETING

REPORTING PERIOD

The reporting period is from June 17, 2026, through July 7, 2026

DEPARTMENTS

Police Department:

The Police Department assisted with the July 4 Parade with 4 officers; the event was well structured and uneventful. I would like to thank all who helped make this event safe and fun Happy July 4, 2026.

The Police Department is outwriting parking tickets, in areas where parking is a summer issue.

The Police Department wants to remind all scooter owners to always wear eye protection when operating scooters and understand that scooter parking is not allowed in a no-parking area. And to add that E-Bike are not for use on town owed grassy areas only on paved portions of lots.

Fire Department:

The Fire Department is working with the hotel towards their annual place-of-assembly permitting / life safety inspection compliance. Expected to finish week of 7/13.

The Fire Department is nearing completion of the mutual aid agreement renewal with USCG. Expected legal in the coming week.

The Fire Department has completed all annual fleet maintenance and nationally required pump testing. No critical findings.

The Fire Department has seen a great level of interest in community CPR thus far. A fall class will be scheduled and announced near/end of summer. Keep your eyes on the town website, island items.

DPW/Public Works

Roads:

Finished the Mastic repairs on Wild Rose Ln, Rec Parking lot, Shaw Circle, the Common, and Wentworth Rd.

Town Hall Office:

N/A

Historical Building:

N/A

The Commons:

Mowing and weed whacking continues.

Pruning shrubs and trees at Common.

Reinstalling memorial benches and grills that were removed for rock work.

Working on Great Island Common signpost at park entrance so that it can be reinstalled.

Mulching trees and edging / resurfacing benches throughout the park.

Ocean Street Duplex:

N/A

Rec Center:

DPW:

N/A

Public Safety Building

N/A

Water

Installed 2 irrigation meters and radios

FEMA

N/A

Sewer.

N/A

Tap Grant:

Preliminary design is at NHDOT pending their review and approval to forward to final design.

Other

N/A

Finance Administrator

N/A

DEPARTMENT HEAD REPORTS WILL BE ATTACHED TO THE MINUTES

Action Items:

Town Hall → Duplex Move Update

Date: June 19, 2026

Site Walk-Through

Met with PCG and the HTS subcontractor at the duplex. Reviewed the full layout, identified operational needs, and confirmed equipment placement requirements. Quote received from PCG/HTS and attached.

Fidium.

Submitted the move order to the appropriate team. They will contact you within 5–7 business days. Contract signed and attached.

Comcast

Comcast.

Spoke with Comcast and am currently waiting for their designated contact person to follow up.

Next Steps

- Obtain quotes for moving furniture to the duplex
- Identify which items from Town Hall need to be relocated the week of July 7th.

Note: TC White stated the team had received a request for painting on the first floor, from Deputy Town Clerk Lisa English for the Town Clerk's offices. TC White is getting quotes and BI Bookholz has someone in mind that could also do the refreshing paint job. Chair Stewart also had a potential painter he can check with. In response to Ms. Cullen's question as to whether the painting was needed, BI Bookholz clarified he was not requesting that painting be done at this juncture. Ms. English asked to give some information to identify she was the one requesting after viewing the location. As it will be a public facing area, the area has not been lived in for a very long time and looks quite tired. She did ask for at least the Town Clerk area to be painted and freshened up so when the public does come in it won't look so worn out. Chair Stewart stated we should go ahead and get quotes for the painting and asked TC White to follow up on this request. He also had some suggestions for possible painters. Mr. McGuckin asked for the move date. TC White indicated the goal is the 27th of July, or end of month, which coincides with the trailer rental coming to an end. Monthly rental for trailer has been \$1600.00. Cost of the move is estimated at approximately \$25,000.00 or a little less. He will be getting quotes for the moving company which will be in addition to the \$25,000.00. Chair Stewart noted the bulk of the cost (\$19,000) is for computers (Portsmouth Computer Group-PCG). He would like to review their contract and have a future conversation. BI Bookholz has to arrange for the Emergency Lights and door locks. Chair Stewart thanked the team for their efforts and good work.

NEW BUSINESS:

NH Coastal Program: Town of New Castle Substantial Improvement and Substantial Damage Management Plan (March 2026) Acknowledgement to the Building Inspector, Russ Bookholz

BI Bookholz has been working with Jennifer Gilbert of NH DES and three years ago they wrote a cumulative plan for over 5 years out. The State of NH liked it so much that they wanted to use this plan for implementation Statewide. For the last three months he has been working with Ms. Gilbert on this plan. He noted that the Town of Rye has adopted it already and it is going statewide. This Plan and the New Hampshire Local Substantial Damage Management Plan Template (March 2026) were both developed by the NH DES Coastal Program in coordination with the NH Flood Management Program at the NH Department of Business and Economic Affairs. The NH Coastal Program has commended BI Bookholz and is grateful for his participation and input. Chair Stewart thanked BI Bookholz for his efforts and good work. Administrative Assistant Bernice Barnes noted that the plan is posted on our website.

HSEM Grant Acceptance (Fire Chief, Ted Hartmann)

Fire Chief Hartmann presented updated information regarding requirements for the Town to accept HSEM grant funds from the NH Department of Safety's Division of Homeland Security and Emergency Management (HSEM). This agency is charged with overseeing the state-level planning, preparation, response to, recovery from and mitigation of all emergencies and disasters. This includes natural disasters such as hurricanes, floods and severe winter storms, and human-caused disasters, such as nuclear power plant accidents or chemical spills.

This is the town's Hazardous Mitigation plan, which every five years the town is required to update. The objective today is to have the Select Board accept the grant funds which are used to hire a contractor who reviews all aspects, participates in stakeholder meetings, and then finalizes the plan for presentation to the Select Board. The amount of grant funds the Board needs to accept is \$6, 187.50, with the Town soft match of 25% (\$2,062.50). Total grant amount is \$8,250.00. The soft match is captured in personnel labor hours.

After discussion, Chair Stewart called for a motion.

MOTION: To Accept the terms of the Hazardous Mitigation Grant Program (HMGP) as presented, in the amount of \$6,187.50 for updating the local hazard mitigation plan. Furthermore, the board acknowledges that the total cost of this project will be \$8,250.00 in which the town will be responsible for a 25% match (\$2,062.50).

MOTION: P. CULLEN

SECOND: J. FINN

UNANIMOUS (William Stewart, Aye, Pam Cullen, Aye, Jane Finn, Aye)

MOTION CARRIED

In order to give authority for signature of documents, Chief Hartmann requested the Select Board for approval. After discussion, Chair Stewart called for a motion.

MOTION: Ted Hartmann, Fire Chief, Town of New Castle, is authorized to sign all documents related to the grant.

MOTION: P. CULLEN

SECOND: J. FINN

UNANIMOUS (William Stewart, Aye, Pam Cullen, Aye, Jane Finn, Aye)

MOTION CARRIED.

OLD BUSINESS:

Oath of Office Appointments (ZBA): Tabled to a future date pending results of Select Board legal review meeting with Town Counsel and Chair of ZBA.

Oath of Office, Todd Baker, ZBA Chair, Term 3-Years 5/31/2029

Oath of Office, Ben Lannon, ZBA Member, Term 3-Years 5/31/2029

Oath of Office, Rebecca Goldberg, ZBA Member, Term 2-Years 5/31/2028

Oath of Office, John Fitzpatrick, ZBA Member, Term 2-Years 5/31/2028

Select Board Member Finn stated that the Building Inspector, Russ Bookholz has been planning for members to attend trainings and is waiting for a resolution on the appointments and completion of the Oaths of Office. He wants to be sure of the membership of the subject boards and committees.

Donation Policy Revisions:

The Select Board continued its review of changes and revisions to the Donation Policy, having adopted some initial revisions earlier this year and more recently at the June 17th, 2026, Select Board Meeting. The policy's provisions continue to be reviewed by the Board, the Finance Administrator, the Auditors, and is currently scheduled to be reviewed by and discussed with Town Legal Counsel, prior to finalizing the policy and determining its effective date. The purpose of the policy is to establish a formal process for acceptance and documentation of donations made to the Town of New Castle. Among other items, the policy will clear up and delineate donations of cash, donations for designated purposes that are distributed to the General Fund and amount of donations for designated purposes turned over to the Trustee of the Trust Funds. Additionally, the policy will cover amount of donations for "undesignated" purposes that are distributed to the General Fund as well as the amount of donation distributed as per the Select Board. All matters of acceptance and distribution need to be finalized. After the meeting with counsel, the policy will be discussed at a future Select Board Meeting. Ms. Finn asked if there is a fundraiser for the Town Hall, how will the donations be handled in terms of having to set up a separate fund or establish as a 501(c)3 organization. The Chair noted it is likely there would be a separate fund for the Town Hall Rehabilitation Committee donations. He also gave his opinion that there is no need to have a 501(c)3 set up as towns already have the necessary authority to receive donations. The Board did agree that donations of cash which are approved by the Select Board will be accepted into the General Fund without a designated purpose, and if the amount is over \$10,000.00 a public hearing needs to take place. Note: All proposed changes and revisions discussed will be reviewed by legal counsel and the final policy will be voted on at a future meeting.

Town Hall Committee Update:

Ms. Finn updated the Board, noting that the Town Hall Rehabilitation Committee selected the architect team and she presented the contract for \$75,000.00 for the Select Board's signature of approval. After discussion, noting the need for legal review, Chair Stewart made the following motion:

MOTION: To Approve the contract as presented between the Town of New Castle and KCS Architects to do the design as described, pending legal review by Town Counsel.

MOTION: W. STEWART

SECOND: P. CULLEN

UNANIMOUS

MOTION CARRIED

Before going into Public Comment, Chair Stewart thanked the July 4th Committee, and all the Town employees and volunteers who made it a very special and fun event. The Chair noted how he enjoyed the event and heard positive feedback from many of those who attended. Ms. Finn also acknowledged all the Department Heads.

PUBLIC COMMENT:

Dawn Lake, President of New Castle Historical Society, related that as a tenant of the Town, the NCHS Board is bringing a problem to the Select Board's attention as currently they are unable to resolve the problem with a neighboring property owner. The issue of handicapped access to the museum is at the center of the controversy, and Ms. Lake is seeking guidance and resolution from the Board. The conflict is with a neighbor who recently became adversarial after viewing a handicapped person (Disabled) attending an event at the museum, walking across her lawn, expressing fear of lawsuits despite previously having no objections. The Board discussed the legal complexities of obtaining easements across multiple properties and the limited alternatives to handicapped access. It was the consensus of the Board that research needs to be done on the subject properties (106,108, 112 Main). Curt Springer suggested that an official from the Town meet with the neighbor to discuss this matter. Further the Board agreed that NCHS should look to other venues to hold their events during the interim. Ms. Lake noted that the Church has been very good in providing space. She noted there are approximately 6 times per year where the handicapped access is needed for specific events. Ms. Finn noted NCHS could look to use of the Macomber Room as an alternative site. Chair Stewart wants the research to begin by reviewing deeds to the affected properties and have an initial meeting with the affected neighbor.

OTHER: None

At 1:06 PM, Chair Stewart called for a motion to go into Non-Public Session pursuant to NH RSA 91-A II a

MOTION: To close the public portion of the Select Board Meeting, and to go into Non-Public Session

MOTION: P. CULLEN

SECOND: J. FINN

UNANIMOUS

MOTION CARRIED

ADJOURNMENT:

There being no further business to come before the Select Board, Chair Stewart called for a motion to adjourn the meeting.

MOTION: Adjourn

MOTION:
SECOND:
UNANIMOUS
MOTION CARRIED

Respectfully Submitted,

Bette Jane Riordan
Recording Secretary

Next Selectmen's Meeting--July 21, 2026

Public Safety Building- (Second Floor)

Non-Public Session RSA 91-A:3 (Roll Call Vote Required)	
1	II. (a) Personnel
2	II. (b) Hiring of a public employee
3	II. (c) Matters affect adversely a person's reputation – extends to abatements – inability to pay.
4	II. (d) Acquisition, sale or lease of real or personal property
5	II. (e) Consideration or negotiation of pending claims or litigation
6	II. (i) Matters relating to emergency function, release of information – cause damage to property or life
7	RSA 91-A: 5 IV. Records that would constitute an invasion of privacy, including welfare.
<i>Vote to seal the minutes of nonpublic session – 2/3/ vote required</i>	

Chairman William Stewart; Selectwoman Jane Finn; Selectwoman Pamela Cullen; Town Coordinator, Don White

CERTIFICATE OF COVERAGE

The New Hampshire Public Risk Management Exchange (Primex³) is organized under the New Hampshire Revised Statutes Annotated, Chapter 5-B, Pooled Risk Management Programs. In accordance with those statutes, its Trust Agreement and bylaws, Primex³ is authorized to provide pooled risk management programs established for the benefit of political subdivisions in the State of New Hampshire.

Each member of Primex³ is entitled to the categories of coverage set forth below. In addition, Primex³ may extend the same coverage to non-members. However, any coverage extended to a non-member is subject to all of the terms, conditions, exclusions, amendments, rules, policies and procedures that are applicable to the members of Primex³, including but not limited to the final and binding resolution of all claims and coverage disputes before the Primex³ Board of Trustees. The Additional Covered Party's per occurrence limit shall be deemed included in the Member's per occurrence limit, and therefore shall reduce the Member's limit of liability as set forth by the Coverage Documents and Declarations. The limit shown may have been reduced by claims paid on behalf of the member. General Liability coverage is limited to Coverage A (Personal Injury Liability) and Coverage B (Property Damage Liability) only, Coverage's C (Public Officials Errors and Omissions), D (Unfair Employment Practices), E (Employee Benefit Liability) and F (Educator's Legal Liability Claims-Made Coverage) are excluded from this provision of coverage.

The below named entity is a member in good standing of the New Hampshire Public Risk Management Exchange. The coverage provided may, however, be revised at any time by the actions of Primex³. As of the date this certificate is issued, the information set out below accurately reflects the categories of coverage established for the current coverage year.

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

<i>Participating Member:</i> Town of New Castle 49 Main Street New Castle, NH 03854		<i>Member Number:</i> 248	<i>Company Affording Coverage:</i> NH Public Risk Management Exchange - Primex ³ PO Box 23 Hooksett, NH 03106-9716	
--	--	------------------------------	--	--

Type of Coverage	Effective Date (mm/dd/yyyy)	Expiration Date (mm/dd/yyyy)	Limits - NH Statutory Limits May Apply, If Not:												
☒ General Liability (Occurrence Form) Professional Liability (describe) ☐ Claims Made ☐ Occurrence	7/1/2026	7/1/2027	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td style="width: 60%;">Each Occurrence</td><td style="width: 40%;">\$ 2,000,000</td></tr> <tr><td>General Aggregate</td><td>\$10,000,000</td></tr> <tr><td>Fire Damage (Any one fire)</td><td></td></tr> <tr><td>Med Exp (Any one person)</td><td></td></tr> </table>	Each Occurrence	\$ 2,000,000	General Aggregate	\$10,000,000	Fire Damage (Any one fire)		Med Exp (Any one person)					
Each Occurrence	\$ 2,000,000														
General Aggregate	\$10,000,000														
Fire Damage (Any one fire)															
Med Exp (Any one person)															
☒ Automobile Liability Deductible Comp and Coll: \$1,000 Any auto	7/1/2026	7/1/2027	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td style="width: 60%;">Combined Single Limit (Each Accident)</td><td style="width: 40%;">\$ 2,000,000</td></tr> <tr><td>Aggregate</td><td>\$10,000,000</td></tr> </table>	Combined Single Limit (Each Accident)	\$ 2,000,000	Aggregate	\$10,000,000								
Combined Single Limit (Each Accident)	\$ 2,000,000														
Aggregate	\$10,000,000														
☒ Workers' Compensation & Employers' Liability	7/1/2026	7/1/2027	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 5%; text-align: center;">☒</td> <td style="width: 55%;">Statutory</td> <td style="width: 40%;"></td> </tr> <tr><td></td><td>Each Accident</td><td>\$2,000,000</td></tr> <tr><td></td><td>Disease – Each Employee</td><td>\$2,000,000</td></tr> <tr><td></td><td>Disease – Policy Limit</td><td></td></tr> </table>	☒	Statutory			Each Accident	\$2,000,000		Disease – Each Employee	\$2,000,000		Disease – Policy Limit	
☒	Statutory														
	Each Accident	\$2,000,000													
	Disease – Each Employee	\$2,000,000													
	Disease – Policy Limit														
☒ Property (Special Risk includes Fire and Theft)	7/1/2026	7/1/2027	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 60%;">Blanket Limit, Replacement Cost (unless otherwise stated)</td> <td style="width: 40%;">Deductible: \$1,000</td> </tr> </table>	Blanket Limit, Replacement Cost (unless otherwise stated)	Deductible: \$1,000										
Blanket Limit, Replacement Cost (unless otherwise stated)	Deductible: \$1,000														

Description: Proof of Primex Member coverage only.

CERTIFICATE HOLDER:	Additional Covered Party	Loss Payee	Primex³ – NH Public Risk Management Exchange
State of New Hampshire Department of Safety 33 Hazen Dr. Concord, NH 03301			By: <i>Mary Beth Purcell</i>
			Date: 7/8/2026 mpurcell@nhprimex.org
			Please direct inquiries to: Primex³ Claims/Coverage Services 603-225-2841 phone 603-228-3833 fax