



State of New Hampshire

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



ROBERT L. QUINN
COMMISSIONER

EDDIE EDWARDS
ASSISTANT COMMISSIONER

STEVEN R. LAVOIE
ASSISTANT COMMISSIONER

September 3, 2026

Her Excellency, Governor Kelly A. Ayotte
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Safety, Division of Homeland Security and Emergency Management to award a grant to the Town of Seabrook (VC#177475-B005) in the amount of \$40,000 to purchase and install a generator to support the Town's Emergency Operations Center, effective upon Governor and Council approval through August 31, 2027. **100% Federal Funds.**

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

02-23-23-236010-80920000-072-500574 - Grants Federal Govt - Federal

FY 2027
\$40,000

EXPLANATION

The purpose of this request is to enter into a grant agreement with the Town of Seabrook using Federal Fiscal Year (FFY) 2023 Emergency Management Performance Grant (EMPG) funds. The grant will be used to purchase and install a generator at the Town's Emergency Operations Center. This generator will ensure the facility remains operational during power outages and support emergency response, coordination, and continuity of operations during all-hazard events.

The FFY 2023 EMPG was awarded by the Federal Emergency Management Agency (FEMA) to the Department of Safety, Division of Homeland Security and Emergency Management (HSEM). EMPG funding is intended to measurably improve all-hazard planning and preparedness capabilities/activities, including mitigation, preparedness, response, and recovery initiatives at the State and local level.

EMPG funding opportunities are made available to emergency management directors and other qualified organizations throughout the State. Applications are reviewed by the HSEM EMPG program manager, EMPG program coordinator, stakeholder liaisons, and approved by the HSEM director. Funding determinations are based on compliance with current grant guidance and the documented needs of local jurisdictions.

EMPG is 50% Federally funded by FEMA with a 50% match requirement supplied by the sub-recipient. The sub-recipient acknowledges their match obligation as part of Exhibits B and C to their grant agreement.

Her Excellency, Governor Kelly A. Ayotte
And the Honorable Council
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In the event that Federal Funds are no longer available, General Funds and/or Highway Funds will not be requested to support this program.

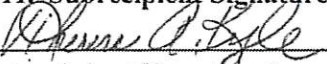
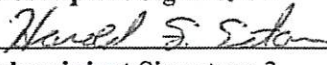
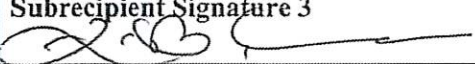
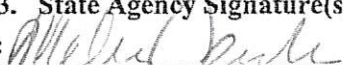
Respectfully submitted,


Robert L. Quinn
Commissioner of Safety

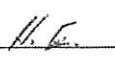
GRANT AGREEMENT

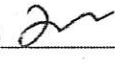
The State of New Hampshire and the Subrecipient hereby
Mutually agree as follows:
GENERAL PROVISIONS

1. IDENTIFICATION AND DEFINITIONS

1.1. State Agency Name NH Department of Safety, Homeland Security and Emergency Management		1.2. State Agency Address 33 Hazen Drive Concord, NH 03305	
1.3. Subrecipient Name Town of Seabrook (VC# 177475)		1.4. Subrecipient Address 99 Lafayette Rd Seabrook, NH 03874	
1.5 Subrecipient Tel. # 603-474-3252	1.6. Account Number AU #80920000	1.7. Completion Date August 31, 2027	1.8. Grant Limitation \$40,000.00
1.9. Grant Officer for State Agency Robert Keller, EMPG Program Manager		1.10. State Agency Telephone Number (603) 271-4339	
"By signing this form, we certify that we have complied with any public meeting requirement for acceptance of this grant, including if applicable RSA 31:95-b."			
1.11. Subrecipient Signature 1 		1.12. Name & Title of Subrecipient Signor 1 Theresa Kyle, Selectman	
Subrecipient Signature 2 		Name & Title of Subrecipient Signor 2 Harold Eaton, Selectman	
Subrecipient Signature 3 		Name & Title of Subrecipient Signor 3 Abou Khan, Selectman	
1.13. State Agency Signature(s) By:  On: 9/1/26		1.14. Name & Title of State Agency Signor(s) Amy L. 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: 9/17/26			
1.17. Approval by Governor and Council (if applicable) By: _____ On: / /			

Subrecipient Initials: 1.) 

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Date: 

2. SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT B which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

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

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

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

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete

compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

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

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

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

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

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

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

7. PERSONNEL.

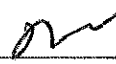
7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

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

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

Subrecipient Initials: 1.) 

2.) H E

3.) 

Date: 6/15/16

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 Failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

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

9. TERMINATION.

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

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

10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

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

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

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

Subrecipient Initials: 1.)

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2.) *H.E*

3.) *OR*

Date: *6/15/23*

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

14. INSURANCE.

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

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

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

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

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

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

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

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

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

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

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

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

Subrecipient Initials: 1.) [Signature]

2.) H.E

3.) [Signature]

Date: 6/15/24

EXHIBIT A

Special Provisions

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

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

Subrecipient Initials: 1.)



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Date:



EXHIBIT A.1

Special Provisions Addendum

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

1. Incorporation of Approved Application by Reference

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

2. Governing Statutes and Regulations

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

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

3. Order of precedence

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

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

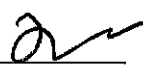
Subrecipient Initials: 1.)



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Date: 

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

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

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

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

5. Payment

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

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

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

6. Allowable Costs

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

7. Pre-Award Costs

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

8. Matching Requirement

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

Subrecipient Initials: 1.) Tab

2.) H.E

3.) JW

Date: 10/15/16

9. Programmatic Performance and Financial Reporting Requirements

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

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

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

10. Reporting Total Compensation of Recipient Executives

- Applicability and what is reported:
The total compensation for each of your five most highly compensated executives for the preceding completed fiscal year is report, if -
 - The total Federal funding authorized to date under this award is \$30,000 or more;
 - In the preceding fiscal year, you received -
 - i. 80 percent or more of your annual gross revenues from Federal procurement contracts and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR §170.320; and
 - ii. \$25,000,000 or more in annual gross revenues from Federal procurement contracts and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR §170.320; and
 - The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m (a), 78o (d)) or section 6104 of the Internal Revenue Code of 1986. To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.
- Where and when it is reported:
 - As part of your registration profile at <https://www.sam.gov/SAM/>.
 - By the end of the month following the month in which this award is made, and annually thereafter.

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

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

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

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

Subrecipient Initials: 1.)



2.)



3.)



Date: 

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

12. Title to Equipment

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

13. Copyrights

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

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

14. Texting While Driving

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

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

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

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

Waivers

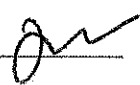
When necessary, recipients may apply for, and the agency may grant, a waiver from these requirements. Information on the process for requesting a waiver from these requirements is on the website below.

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

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

Subrecipient Initials: 1.) 

2.) 

3.) 

Date: 

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

16. Environmental Planning and Historic Preservation (EHP) Review

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

Subrecipient Initials:

1.) *Jab*

2.)

H.E

3.)

[Signature]

Date: *6/15/20*

EXHIBIT B

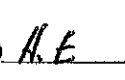
Scope of Services

1. The Department of Safety, Division of Homeland Security and Emergency Management (hereinafter referred to as "the State") is awarding the Town of Seabrook (hereinafter referred to as "the Subrecipient") \$40,000.00 to purchase and install a generator for the town's Emergency Operations Center.
2. "The Subrecipient" agrees that the project grant period ends August 31, 2027 and that a final performance and expenditure report will be sent to "the State" by September 30, 2027.
3. "The Subrecipient" agrees to comply with all applicable federal and state laws, rules, regulations, and requirements.
4. "The Subrecipient" shall maintain financial records, supporting documents, and all other pertinent records for a period of three (3) years from the grant period end date. In these records, "the Grantee" shall maintain documentation of the 50% cost share required by this grant.

Subrecipient Initials: 1.)



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Date:



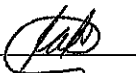
EXHIBIT C

Grant Amount and Payment Schedule

1. GRANT AMOUNT

Federal Award Information	
Awarding Agency: Federal Emergency Management Agency	Pass-through Entity: Homeland Security & Emergency Management
Federal Award: \$3,544,752.00	Assistance Listings Number/Title: Emergency Management Performance Grant / 97.042
Federal Award Date: September 20, 2023	R&D: No
Indirect Cost Rate: 13.95%	Federal Award Identification Number (FAIN): EMB-2023-EP-00005
Subrecipient Information	
Name: Town of Seabrook	UEI: FRLJN4AQRRX5
Current Subaward Amount: \$40,000.00	Total Subawards Amount: \$40,000.00
Project Cost	
Applicant Share (Match Required): \$40,000.00	Total Project Cost: \$80,000.00
Period of Performance	
Start	End
October 1, 2022	September 30, 2027
Budget Period	
Start	End
October 1, 2022	September 30, 2027

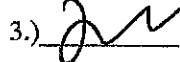
Subrecipient Initials: 1.)



2.)



3.)



Date:



2. PAYMENT SCHEDULE

- a. "The Subrecipient" agrees the total payment by "the State" under this grant agreement shall be up to \$40,000.00.
- b. "The Subrecipient" may request an advancement of grant funds in writing to the "The State". "The State" will forward the funds to "the Subrecipient" upon receiving and reviewing the request. "The Subrecipient" shall expend the grant funds within thirty (30) days and provide proof of this to "the State" within forty-five (45) days.
- c. Upon review and approval of the invoices and supporting match documentation "The State" shall reimburse up to \$40,000.00 to "the Subrecipient" upon "the State" receiving a reimbursement request on letterhead, copies of purchase orders, vendor invoices, cancelled checks, and required match documentation.
- d. Upon State Approval, allowable match may be incurred for this project from the start of the federal period of performance of this grant, October 1, 2022, to the identified completion date (block 1.7).

Subrecipient Initials: 1.)

[Signature]

2.) HE

3.) [Signature]

Date: 1/15/20

TOWN OF SEABROOK

SELECTMEN'S MEETING

JUNE 15, 2026

Theresa A. Kyle
Harold F. Eaton
Aboul B. Khan
William M. Manzi, III

Mrs. Kyle opened the meeting at 10:05AM.

MEETING - DPW MANAGER

John Starkey was present for his report (see attached). He provided an update on the beach and plovers. At this time there has been no update as to what areas can be cleaned but I hope to have those areas by this evening.

Mr. Starkey discussed the greenhead boxes. As he understands there should be 100 boxes which they have not quite reached. He said they will have 104 boxes by Tuesday evening.

There was discussion on when the paving in town would be complete. The board discussed the crack sealing program. Mr. Starkey indicated that it is all under one funding source now. Mr. Khan said this potentially saves the town money. There was discussion on roads being accepted by the town. In the past roads were good for 20 years but now it's more like 15 years. Mr. Starkey recommended the board consider a moratorium on accepting new roads. It was discussed that having impact fees would help the position of the town in accepting new roads.

Mr. Eaton asked about the concerns on Lower Collins Street. Mr. Starkey said he has talked with the contractor and was assured that it would be correct before the project is complete.

Mr. Starkey thanked the people of Seabrook for allowing him to work here for 25 years. He is looking forward to his retirement. Mrs. Kyle thanked Mr. Starkey and said he was always respectful. Mr. Eaton also thanked him and for his leadership in town. Mr. Khan thanked him for always taking care of issues brought to him.

MEETING - RECREATION DIRECTOR

Cassandra Carter was present for her report (see attached). There was discussion on getting more involvement for the children and working with the school board rather than the SAU.

Mr. Khan commented that the Memorial Day was one of the best he had seen. Cassandra Carter thanked Jo-Anne Page for all her work she does for the parade. She also thanked all the volunteers for the programs they offer.

The 5K race for the 250th Celebration was highlighted. Mr. Eaton thanked all of the volunteers for planning this event. All of the hard work came together for a great event. Mr. Khan said the organization was commendable. He said there was no one in the road and it was a great example of what can be done when everyone works together.

Mr. Khan said during the budget process he is going to ask each department how they are coping without the support of the voters for warrant articles. Ms. Carter said they are doing okay and working through it. She said the struggle they have is the bus which is a 2007.

Ms. Carter asked the feeling of having a book box. This is a way to keep books out of landfills. The recreation center will get 2 cents per pound back that will go directly into the revolving fund. The board has no issue as long as the box is picked up consistently, so it is not overflowing. The agreement would also need to allow the town to cancel at anytime.

MOTION: Harold F. Eaton
Second: Aboul B. Khan
Unanimous

To allow Cassandra to move forward and bring the agreement back to the Town Manager's office for review.

Ms. Carter spoke about the wooded area near the tennis courts. She had the code enforcement officer come out to review and made recommendations for improvements. There is nothing in dire need, but Ms. Carter would like to prioritize the concerns and work towards getting this area cleaned up. This could be a concern on the budget if it involves cutting down trees. Mrs. Kyle feels it may be something that should be put on the ballot.

MINUTES - JUNE 1 PUBLIC

MOTION: Aboul B. Khan
Second: Harold F. Eaton
Unanimous

To adopt the minutes of 6/1 public.

ABATEMENT

Dalal Rafi & Candace Family Revoc Trust - 855 Lafayette Road - \$497.02

There was discussion on the abatement being for the sewer portion. The service wasn't provided to go through the sewer system. Mrs. Kyle feels the town is losing money.

MOTION: Harold F. Eaton
Second: Aboul B. Khan
Unanimous

To approve and sign
abatement.

WATER SERVICE APPLICATION

SEA Venture LLC - 14 Collins Street

MOTION: Harold F. Eaton
Second: Aboul B. Khan
Unanimous

To approve and sign the
water application.

HYDRANT FLOW TEST - 167 BATCHELDER ROAD

MOTION: Harold F. Eaton
Second: Aboul B. Khan
Unanimous

To approve and sign the
hydrant flow test.

DOG WARRANT

Shayna Merrill was present for this item. Notices went out in March.

MOTION: Harold F. Eaton
Second: Aboul B. Khan
Unanimous

To approve and sign the
dog warrant.

FIREWORKS SALES LICENSE

Fireworks Over the Border Inc. - 443 Route 286

MOTION: Aboul B. Khan
Second: Harold F. Eaton
Unanimous

To approve and sign the
fireworks sales license.

SURPLUS - COMPUTER TECHNOLOGY

MOTION: Harold F. Eaton
Second: Aboul B. Khan
Unanimous

To approve the surplus.

GRANT AGREEMENT - GENERATOR

Mr. Manzi said it normally requires a 50% match however the town received \$25K that can be used for the hard match which the town will not need additional funding.

MOTION: Aboul B. Khan
Second: Harold F. Eaton
Unanimous

To accept the terms of
the E.M. Performance
Grant as presented in
the amount of \$40K for
the purchase and

installation of a generator for the community's emergency operations center. Furthermore, the board acknowledges that the total cost of this project will be \$80K, in which the town will be responsible for a 50% match.

APPOINTMENT - ALTERNATE COMMISSIONER TO RPC - ROBERT ALBRIGHT

MOTION: Harold F. Eaton
Second: Aboul B. Khan
Unanimous

To approve the appointment.

DONATIONS - 250th CELEBRATION

MOTION: Aboul B. Khan
Second: Harold F. Eaton
Unanimous

To accept all of the donations.

REHEARING BEFORE ZONING BOARD - CASE 2026-010

Lacey Fowler was present for this item. She is asking for a rehearing for a property in zone 3 of a residential neighborhood. The permit was presented to her office as a mixed-use permit, so it was denied. She explained what happened in May at the zoning meeting and why she feels they were misled as to a work around so the contractor could get what he wanted.

Mr. Khan is in favor of a rehearing. Mrs. Kyle also feels a rehearing is warranted but said when someone knowingly deceives a board there should be consequences. Mr. Eaton agrees to have a rehearing.

MOTION: Aboul B. Khan
Second: Harold F. Eaton
Unanimous

To approve to hold a rehearing.

QUESTIONS/COMMENTS

Mr. Eaton said they had the 250th committee meeting and the 5K event. He said it all went very well with first aid kits along the way and radios to communicate with the volunteers. He thanked the volunteers once again.

Mr. Khan said he also walked in the 5K event. All of the volunteers did a great job. There are more upcoming events with the ball happening on Saturday, June 20.

Mr. Khan said they also attended the reveal of the Estuary Alliance sign at the beach.

Mrs. Kyle said anyone that wants to do something on town property requires a permit. There is a carnival being held and no permit has been brought forward to the board. The permit holder would be the town not the subcontractor. Mr. Khan said this is a town initiative that the board approved a few months ago.

MOTION: Aboul B. Khan

To approve any permit
for the 250th celebration
initiative.

There was discussion about a yard sale that was taking place with no permit. Mr. Eaton said he is not willing to approve a permit that could prohibit the events. Mr. Khan explained his motion further that this would guarantee that the permits required would be approved so they can continue with the 250th celebration.

Jason Janvrin spoke about the concerns of the board. He feels that this specific vendor was to provide a certificate of insurance that would ease Mrs. Kyle's mind for the liability to the town. Mr. Eaton said the committee was already requesting the certificate. He said the form they are signing for this celebration is the same as the one they sign for Old Home Days. If it is not good enough for this event, then it is not good enough for Old Home Days.

Mr. Khan said again he is making a motion to approve any necessary permits legally or otherwise to move forward with this event.

Second: Harold F. Eaton

Abstain: Theresa A. Kyle

Mr. Eaton said he attended the Flag Day Ceremony and it was very good and recommend that everyone attend if they can.

Mr. Khan said they also attended the Emergency Management Drill.

Michele Knowles asked what the town is going to do for the values that are not correct in the system. Mrs. Kyle said she

has received numerous complaints as well. Mrs. Kyle said she talked with the town manager and it is being worked on. Michele Knowles said there is no communication, so they do not know what the path is.

NON-PUBLIC SESSION

MOTION: Aboul B. Khan
Second: Harold F. Eaton
Unanimous

To enter into non-
session under RSA 91-A:3
II (e) negotiations.

Roll call:

Mrs. Kyle - Yes
Mr. Eaton - Yes
Mr. Khan - Yes

Minutes taken by Kelly J. O'Connor.

Approved and endorsed:

Aboul B. Khan
Clerk

Date: _____



CERTIFICATE OF COVERAGE

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

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

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

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

Participating Member: Primex3 Members as per attached Schedule of Members Property & Liability Program		Member Number: Company Affording Coverage: NH Public Risk Management Exchange - Primex ³ PO Box 23 Hooksett, NH 03106-9716	
---	--	---	--

Type of Coverage	Effective Date (mm/dd/yyyy)	Expiration Date (mm/dd/yyyy)	Limits - NH Statutory Limits May Apply, If Not:	
☒ General Liability (Occurrence Form) Professional Liability (describe) ☐ Claims Made ☐ Occurrence	7/1/2026	7/1/2027	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: Any auto			Combined Single Limit (Each Accident) Aggregate	
☐ Workers' Compensation & Employers' Liability			☐ Statutory	
			Each Accident	
			Disease — Each Employee	
			Disease — Policy Limit	
☐ Property (Special Risk includes Fire and Theft)			Blanket Limit, Replacement Cost (unless otherwise stated)	

Description: Proof of Primex Member coverage only.

CERTIFICATE HOLDER:	Additional Covered Party	Loss Payee	Primex³ – NH Public Risk Management Exchange
State of NH Dept of Safety 33 Hazen Dr. Concord, NH 03305			By: <i>Mary Beth Purcell</i>
			Date: 6/19/2026 mpurcell@nhprimex.org
			Please direct inquiries to: Primex³ Claims/Coverage Services 603-225-2841 phone 603-228-3833 fax

Town of Sanbornton	287	7/1/2026
Town of Sandown	288	7/1/2026
Town of Seabrook	290	7/1/2026
Town of Sharon	291	7/1/2026
Town of Shelburne	292	7/1/2026
Town of Stark	297	7/1/2026
Town of Stewartstown	298	7/1/2026
Town of Stoddard	310	7/1/2026
Town of Strafford	299	7/1/2026
Town of Stratford	300	7/1/2026
Town of Sugar Hill	302	7/1/2026
Town of Surry	305	7/1/2026
Town of Sutton	306	7/1/2026
Town of Tamworth	308	7/1/2026
Town of Thornton	320	7/1/2026
Town of Unity	314	7/1/2026
Town of Wentworth	330	7/1/2026
Town of Whitefield	325	7/1/2026
Town of Wilmot	326	7/1/2026
Town of Winchester	328	7/1/2026
Town of Windham	329	7/1/2026
Upper Valley Lake Sunapee Regional Planning Commission	570	7/1/2026
Village District of Eastman	501	7/1/2026
Village District of Eidelweiss	502	7/1/2026
Village District of Little Boar's Head	405	7/1/2026
Village of Northwood Ridge Water District	461	7/1/2026
Warner Village Water District	513	7/1/2026
Waterville Estates Village District	580	7/1/2026
Wilmot Volunteer Fire Company	589	7/1/2026



CERTIFICATE OF COVERAGE

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

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

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

Participating Member:		Member Number:		Company Affording Coverage:	
Primex3 Members as per attached Schedule of Members Workers' Compensation Program				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			Each Occurrence General Aggregate Fire Damage (Any one fire) Med Exp (Any one person)
☐ Automobile Liability Deductible Comp and Coll: ☐ Any auto			Combined Single Limit (Each Accident) Aggregate
☒ Workers' Compensation & Employers' Liability	1/1/2026	1/1/2027	☒ Statutory Each Accident \$2,000,000 Disease - Each Employee \$2,000,000 Disease - Policy Limit
☐ Property (Special Risk includes Fire and Theft)			Blanket Limit, Replacement Cost (unless otherwise stated)

Description: Proof of Primex Member coverage only.

CERTIFICATE HOLDER:	Additional Covered Party	Loss Payee	Primex³ - NH Public Risk Management Exchange By: Mary Beth Purcell Date: 1/6/2026 mpurcell@nhprimex.org Please direct inquires to: Primex³ Claims/Coverage Services 603-225-2841 phone 603-228-3833 fax
State of NH Dept of Safety 33 Hazen Dr. Concord, NH 03305			

Town of Northfield	258	1/1/2026
Town of Northumberland	260	1/1/2026
Town of Northwood	261	1/1/2026
Town of Nottingham	262	1/1/2026
Town of Orange	263	1/1/2026
Town of Orford	264	1/1/2026
Town of Ossipee	265	1/1/2026
Town of Pembroke	267	1/1/2026
Town of Pittsburg	270	1/1/2026
Town of Pittsfield	271	1/1/2026
Town of Plainfield	272	1/1/2026
Town of Plaistow	273	1/1/2026
Town of Plymouth	274	1/1/2026
Town of Raymond	277	1/1/2026
Town of Rindge	279	1/1/2026
Town of Rollinsford	281	1/1/2026
Town of Roxbury	282	1/1/2026
Town of Rumney	283	1/1/2026
Town of Rye	284	1/1/2026
Town of Salem	285	1/1/2026
Town of Salisbury	286	1/1/2026
Town of Sanbornton	287	1/1/2026
Town of Sandown	288	1/1/2026
Town of Sandwich	289	1/1/2026
Town of Seabrook	290	1/1/2026
Town of Shelburne	292	1/1/2026
Town of South Hampton	294	1/1/2026
Town of Springfield	295	1/1/2026
Town of Strafford	299	1/1/2026
Town of Stratford	300	1/1/2026
Town of Stratham	301	1/1/2026
Town of Sullivan	303	1/1/2026
Town of Sunapee	304	1/1/2026
Town of Surry	305	1/1/2026
Town of Swanzey	307	1/1/2026
Town of Tamworth	308	1/1/2026
Town of Temple	309	1/1/2026
Town of Thornton	320	1/1/2026
Town of Tilton	311	1/1/2026
Town of Troy	312	1/1/2026
Town of Tufonboro	313	1/1/2026
Town of Unity	314	1/1/2026
Town of Wakefield	315	1/1/2026
Town of Walpole	316	1/1/2026
Town of Warner	317	1/1/2026
Town of Warren	318	1/1/2026
Town of Washington	319	1/1/2026
Town of Waterville Valley	518	1/1/2026
Town of Weare	321	1/1/2026
Town of Webster	322	1/1/2026
Town of Westmoreland	324	1/1/2026
Town of Whitefield	325	1/1/2026
Town of Wilmot	326	1/1/2026
Town of Wilton	327	1/1/2026
Town of Windham	329	1/1/2026
Town of Windsor	323	1/1/2026
Town of Wolfeboro	331	1/1/2026
Town of Woodstock	332	1/1/2026
Village District of Eidelweiss	502	1/1/2026
Warner Village Water District	513	1/1/2026
Woodsville Fire District	515	1/1/2026