

SUNAPEE BOARD OF SELECTMEN  
MEETING AGENDA  
6:30PM Town Office Meeting Room  
Monday, November 2, 2020

- **Citizen Input:** In accordance with the Governor's Emergency Order #12, citizens access to the meeting at Town Office is limited for meetings. The meeting will be streamed live on the internet via the Town's website at [https://townhallstreams.com/towns/sunapee\\_nh](https://townhallstreams.com/towns/sunapee_nh). If citizens have input for the Board/Committee please submit to Donna Nashawaty, Town Manager at [donna@town.sunapee.nh.us](mailto:donna@town.sunapee.nh.us) no later than 3:30 pm on the day of the meeting. To be on the agenda via zoom, contact the Town Manager for log in information.

1. REVIEW OF ITEMS FOR SIGNATURE:

CZC's:

Parcel ID:0203-0007-0009 Granite Ridge Road, Dave & Shelley Enderson

DEMO PERMIT:

Parcel ID:0104-0061-0000 38 Oak Ridge Road, Melvin & Karen Denish

2. APPOINTMENTS

7:00PM- Megan Butts, UVLSRPC

3. PUBLIC COMMENTS:

4. SELECTMEN ACTION

- Special Detail Fund Expense \$1,176.70

- EMPG-S Grant Program

5. CHAIRMAN'S REPORT

Items Selectman Augustine requested:

- Update on COVID-19 cases in Sunapee and nearby towns

- Update on Sunapee Harbor boat launch project

- Sunapee's tax payment to Sullivan County 2020 versus 2019

- Cost of living pay adjustment (COLA) to be used in 2021 Town budget proposal

6. TOWN MANAGER REPORTS

7. UPCOMING MEETINGS:

11/03-\*\*\*VOTING DAY AT SHERBURNE GYM 8:00AM-7:00PM\*\*\*

11/03-5:00PM-Energy Committee, Town Meeting Room

11/04-7:00PM-Conservation Committee, Town Meeting Room

11/04-7:30PM-Firewards Meeting, Safety Services Building

11/05-6:00PM-Zoning Board, Town Meeting Room

11/06-ALL-DAY TOWN BUDGET SESSION. Town Meeting Room

11/10-5:30PM-Recreation Commission, Town Meeting Room

11/11-VETERANS DAY-TOWN OFFICES CLOSED

11/12-7:00PM-Planning Board, Town Office Meeting Room

# Upper Valley Lake Sunapee Regional Planning Commission

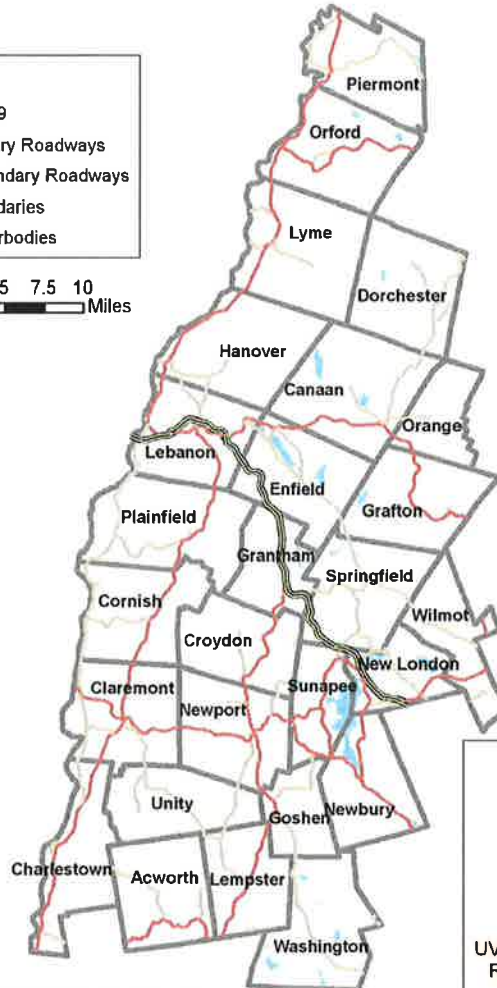
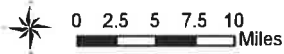
Meghan Butts  
Interim Executive Director



## The Upper Valley Lake Sunapee Region

**Legend**

- Interstate 89
- State Primary Roadways
- State Secondary Roadways
- Town Boundaries
- Major Waterbodies



### Locator Map



Upper Valley Lake Sunapee  
Regional Planning Commission

## **Benefits of Having an RPC**

**Seat on the  
Commission**

**Regional Corridor  
Transportation Plan**

**Regional Plan  
Development**

**USDA Solid Waste  
Management**

**Housing Needs  
Assessment**

**EPA Brownfields  
Mitigation Program**

**Access to regional data and funding resources**

# Member Benefits

- Large base map for community each year
- Information on Funding Sources
- Reduction in Matching and Contractual Service Charges
- Audit /Technical Assistance with Land Use Regulations and Planning
- Developments of Regional Impact Review and Comment
- Subdivision/Site Plan Review Assistance

## Contractual Services (reduced rate and cost-share options)

- Plan support
  - Master Plans, Hazard Mitigation Plans, Local Emergency Operations Plans, Energy Plans, Transportation Plans, etc.
- New or Revised Zoning Ordinances, Subdivision Regulations, Site Plan Regulations
- Circuit Rider Contracts
- GIS Mapping, training, & data collection
- Capital Improvement Programs
- Community Facilitation
- Natural Resource Inventories
- Build-Out Analyses
- Transportation Corridor Studies
- Household Hazardous Waste Collections

# Sunapee

- Lake Sunapee Scenic and Cultural Byway Support
- Hazard Mitigation Plan
- Route 11 Road Safety Audit Support
- Regional Corridor Plan
- Keys to the Valley Housing Project
- Household Hazardous Waste Collections

## Future

- Action Plans/Implementation effort of Regional Plans
- More Community Engagement
- Hi-Speed Internet State Effort
- Development of the Foundation

# Questions?

Thank you!

Meghan Butts

[mbutts@uvlsrpc.org](mailto:mbutts@uvlsrpc.org)

603-448-1680



## Upper Valley Lake Sunapee Regional Planning Commission

### Services and Member Benefits

10 Water Street, Suite 225 Lebanon, NH 03766-1756  
603/448-1680 [www.uvlsrpc.org](http://www.uvlsrpc.org) E-mail: [Info@uvlsrpc.org](mailto:Info@uvlsrpc.org)

#### REGIONAL SERVICES

- ♦ Regional Plan Development
- ♦ Housing Needs Assessment
- ♦ Culvert and Stream Assessments
- ♦ Road Inventories
- ♦ Regional Corridor Transportation Plan
- ♦ Planning Workshops
- ♦ Regional Data Resource
- ♦ USDA Solid Waste Management
- ♦ EPA Brownfields Mitigation

#### CONTRACT SERVICES

- ♦ Community Master Planning
- ♦ New or Revised Zoning Ordinances, Subdivision Regulations, Site Plan Regulations
- ♦ Circuit Rider Planning Assistance
- ♦ GIS Mapping, Training, and Data Collection
- ♦ Capital Improvement Programs
- ♦ Community Forum Facilitation
- ♦ Natural Resource Inventories
- ♦ Build-out Analysis
- ♦ Transportation Corridor Studies
- ♦ Hazard Mitigation Plans
- ♦ Emergency Operations Plans
- ♦ Household Hazardous Waste Collections

#### MEMBER BENEFITS

- ♦ Annual Community Base Map
- ♦ Discounted Contract Service Charges
- ♦ Representation on the Commission
- ♦ Statewide Initiative Representation
- ♦ Information on Funding Resources
- ♦ Land Use Regulatory Reviews
- ♦ Land Use Planning Assistance
- ♦ Developments of Regional Impact Review and Comment
- ♦ Subdivision and Site Plan Reviews

**Invoice summary** *Payment due by November 12, 2020*

Item subtotal before tax	\$ 374.44
Shipping & handling	\$ 8.68
Promos & discounts	(\$ 8.68)
Total before tax	\$ 374.44
Tax	\$ 0.00
Amount due	\$ 374.44 USD

**Pay by****Electronic funds transfer (EFT/ACH/Wire)**

Account name Amazon Capital Services, Inc.  
Bank name Wells Fargo Bank  
ACH routing # (ABA) 121000248  
Bank account # (DDA) 41630410036520016  
SWIFT code (wire transfer) WFBUS65

**Check**

Amazon Capital Services  
PO Box 035184  
Seattle, WA 98124-5184

Account # A12UKL45RXLE75  
Payment terms Net 30  
Purchase date 08-Oct-2020  
Purchased by David Cahill  
Department Police, Highway

**Registered business name**  
Town of Sunapee

Bill to  
Town of Sunapee  
23 Edgemont Rd  
SUNAPEE, NH 03782

Ship to  
David Cahill  
9 SARGENT RD  
SUNAPEE, NH 03782-2922

Include Amazon invoice number(s) in the descriptive field of your electronic funds transfer payment, or  
Email [ar-businessinvoicing@amazon.com](mailto:ar-businessinvoicing@amazon.com) to submit your remittance detail.

**Invoice details**

Description	Qty	Unit price	Item subtotal before tax	Tax
1 Streamlight 85177 CR123A Lithium Batteries, 12-Pack	1	\$21.99	\$21.99	0.000%

ASIN: B000IXCO8K Sold by: Amazon.com Services LLC  
Order # 114-7587888-4651406

RECEIVED  
SUNAPEE FINANCE DEPT

OCT 15 2020

23 EDMONT RD  
SUNAPEE, NH 03782

Description	Qty	Unit price	Item subtotal before tax	Tax
2 RICOVO LED Running Vest Illuminated Safety Vest with Lights - 360 Visible Lightweight Rainproof Adjustable Reflective Gear with LED Fiber Optics for N	1	\$19.99	\$19.99	0.000%
ASIN: B01MU4FVVL Sold by: Shenzhen Rico Lighting Co., Ltd. Order # 114-7587888-4651406				
3 Streamlight 88061 ProTac 1L-1AA 350-Lumen Dual Fuel Professional Tactical Light, Black	5	\$41.39	\$206.95	0.000%
ASIN: B01G75P1SC Sold by: Amazon.com Services LLC Order # 114-7587888-4651406				
4 Streamlight 75456 Stinger DS LED High Lumen Rechargeable Flashlight with 12-Volt DC Charger - 800 Lumens	1	\$125.51	\$125.51	0.000%
ASIN: B00BK3EY94 Sold by: Amazon.com Services LLC Order # 114-7587888-4651406				
5 Shipping & handling			\$8.68	0.000%
6 Promotions & discounts			(\$8.68)	0.000%
			Total before tax	\$374.44
			Tax	\$0.00
			<b>Amount due</b>	<b>\$374.44</b>

## FAQs

## How is tax calculated?

Visit [https://www.amazon.com/gp/help/customer/display.html/ref=hp\\_leftv4\\_sib?ie=UTF8&nodeId=202036190](https://www.amazon.com/gp/help/customer/display.html/ref=hp_leftv4_sib?ie=UTF8&nodeId=202036190)

## How are digital products and services taxed?

Visit [https://www.amazon.com/gp/help/customer/display.html/ref=hp\\_leftv4\\_sib?ie=UTF8&nodeId=202074670](https://www.amazon.com/gp/help/customer/display.html/ref=hp_leftv4_sib?ie=UTF8&nodeId=202074670)



## INVOICE

BILLING INQUIRIES

(866) 286-1358

PO Box 54308  
Lexington, KY 40555-4430

**SUNAPEE POLICE DEPARTMENT****Approved for Payment****Category****Category #****Authorized Signature****Submitted** \_\_\_\_\_ **Posted** \_\_\_\_\_

Billing Questions: AR@Galls.com

**ACCOUNT NUMBER** 5469785  
**TERMS** NET 30  
**INVOICE NUMBER** 016652853  
**INVOICE DATE** 10/07/2020  
**DUE DATE** 11/06/2020  
**SHIP VIA** FEDEX Ground  
**PO #** NEILL

**SALES ORDER** 16686834  
**F.O.B. Shipping Point**

Page 1 of 1

252 1 MB 0.439 E0219 I0232 D6697652229 S2 P7761245 0002:0002



SUNAPEE POLICE DEPT  
PO BOX 91  
SUNAPEE NH 03782-0091

**SHIP TO:** NEILL COBB  
SUNAPEE POLICE DEPT  
9 SARGENT RD  
SUNAPEE NH 03782

ITEM	ITEM DESCRIPTION	WHS	QTY	PRICE	TOTAL
LP302 PLN MD	GALLS GEAR BUCKLELESS BELT	LEX	1	29.75	29.75
LP302 PLN XL	GALLS GEAR BUCKLELESS BELT	LEX	1	29.75	29.75
SP262 115 M	ROCKY LEATHER ZIPPER BOOT	LEX	1	134.00	134.00

040579973311591

SUBTOTAL: 193.50

SHIPPING: 2.99

TAX: 0.00

CREDITS/PREPAYMENTS: 0.00

**TOTAL CHARGES CURRENT SHIPMENT: \$196.49**

To ensure proper payment application, please write your account number  
on your check, and include the attached coupon with your payment.



**INVOICE DATE** 10/07/2020  
**ACCOUNT NUMBER** 5469785

**DUE DATE** 11/06/2020  
**AMOUNT DUE** \$196.49  
**INVOICE NUMBER** 016652853

Bill To:

SUNAPEE POLICE DEPT  
PO BOX 91  
SUNAPEE NH 03782-0091

Payable To:

GALLS, LLC  
P.O. BOX 71628  
CHICAGO, IL 60694-1628

1 000005469785 0000016652853 0 0000019649 0000019649 1



# INVOICE

**BILLING INQUIRIES**

(866) 286-1358

PO Box 54308  
Lexington, KY 40555-4430**SUNAPEE POLICE DEPARTMENT****Approved for Payment****Category** \_\_\_\_\_**Category #** \_\_\_\_\_**Authorized Signature** \_\_\_\_\_**Submitted** \_\_\_\_\_ **Posted** \_\_\_\_\_

Billing Questions: AR@Galls.com

<b>ACCOUNT NUMBER</b>	5469785
<b>TERMS</b>	NET 30
<b>INVOICE NUMBER</b>	016629707
<b>INVOICE DATE</b>	10/03/2020
<b>DUE DATE</b>	11/02/2020
<b>SHIP VIA</b>	FEDEX Ground
<b>PO #</b>	N/A

**SALES ORDER** 16661928**F.O.B. Shipping Point**

Page 1 of 1

252 1 MB 0.439 E0219X 10231 D6683784435 S2 P7761245 0001:0002

SUNAPEE POLICE DEPT  
PO BOX 91  
SUNAPEE NH 03782-0091**SHIP TO:** NEILL COBB  
SUNAPEE POLICE DEPT  
9 SARGENT RD  
SUNAPEE NH 03782

ITEM	ITEM DESCRIPTION	WHS	QTY	PRICE	TOTAL
FX061 BLK 14 R	EVO 8IN INSULATED BOOT W/SIDEZIP	DS	1	159.99	159.99

SUBTOTAL: 159.99

SHIPPING: 1.50

TAX: 0.00

CREDITS/PREPAYMENTS: 0.00

**TOTAL CHARGES CURRENT SHIPMENT: \$161.49**

To ensure proper payment application, please write your account number  
on your check, and include the attached coupon with your payment.

**INVOICE DATE** 10/03/2020  
**ACCOUNT NUMBER** 5469785**DUE DATE** 11/02/2020  
**AMOUNT DUE** \$161.49  
**INVOICE NUMBER** 016629707

Bill To:

SUNAPEE POLICE DEPT  
PO BOX 91  
SUNAPEE NH 03782-0091

Payable To:

GALLS, LLC  
P.O. BOX 71628  
CHICAGO, IL 60694-1628

1 000005469785 0000016629707 0 0000016149 0000016149 5



# INVOICE

**BILLING INQUIRIES**
**(866) 286-1358**

PO Box 54308  
Lexington, KY 40555-4430

**SUNAPEE POLICE DEPARTMENT**

**Approved for Payment**

**Category**

**Category #**

**Authorized Signature**

**Submitted** **Posted**

Billing Questions: AR@Galls.com

**ACCOUNT NUMBER** 5469785  
**TERMS** NET 30  
**INVOICE NUMBER** 016610752  
**INVOICE DATE** 10/01/2020  
**DUE DATE** 10/31/2020  
**SHIP VIA** FEDEX Ground  
**PO #** N/A

**SALES ORDER** 16661928

**F.O.B. Shipping Point**

**Page 1 of 1**

44 1 MB 0.439 E0035X I0056 D6676160741 S2 P7733757 0001:0001



SUNAPEE POLICE DEPT  
PO BOX 91  
SUNAPEE NH 03782-0091

**SHIP TO:** NEILL COBB  
SUNAPEE POLICE DEPT  
9 SARGENT RD  
SUNAPEE NH 03782

ITEM	ITEM DESCRIPTION	WHS	QTY	PRICE	TOTAL
FX061 BLK 13 R	EVO BIN INSULATED BOOT W/SIDEZIP	LEX	1	159.99	159.99

040579973232551

**SUBTOTAL:** 159.99

**SHIPPING:** 1.49

**TAX:** 0.00

**CREDITS/PREPAYMENTS:** 0.00

**TOTAL CHARGES CURRENT SHIPMENT:** **\$161.48**

*To ensure proper payment application, please write your account number on your check, and include the attached coupon with your payment.*



**INVOICE DATE** 10/01/2020  
**ACCOUNT NUMBER** 5469785

**DUE DATE** 10/31/2020  
**AMOUNT DUE** **\$161.48**  
**INVOICE NUMBER** **016610752**

**Bill To:**

SUNAPEE POLICE DEPT  
PO BOX 91  
SUNAPEE NH 03782-0091

**Payable To:**

GALLS, LLC  
P.O. BOX 71628  
CHICAGO, IL 60694-1628

1 000005469785 0000016610752 0 0000016148 0000016148 3

# Neptune Uniforms & Equipment, Inc.

360 Washington Street  
PO Box 320  
Haverhill, MA 01831-1126

10/7/2020

Number: **299701**

Phone: 978-372-8812 • Fax: 978-521-0672

[www.neptuneuniforms.com](http://www.neptuneuniforms.com)

Bill To:

Sunapee Police Department  
23 Edgemont Road  
Sunapee, NH 03782

Ship To:

Sunapee Police Department  
9 Sargent Road  
ATTN: CHIEF CAHILL  
Sunapee, NH 03782

Customer P.O. #

Quantity	Description	Unit Price	Amount
1	PB VELCRO TROUSER BELT R M 13V DEPT/COBB	32.95	32.95
1	PB VELCRO TROUSER BELT R L 13V DEPT/COBB	32.95	32.95
1	PB VELCRO TROUSER BELT R XL 13V DEPT/COBB	32.95	32.95
1	10" SIDE ZIP BOOT (HH BRAND) M 11.5 985 DEPT/COBB	171.95	171.95
	Shipping & Handling Charge	12.00	12.00
<div>RECEIVED SUNAPEE FINANCE DEPT  OCT 09 2020  23 EDMONT RD SUNAPEE, NH 03782</div>			
<b>Terms: Net 30 Days</b>		<b>Invoice Due Date: 11/6/2020</b>	<b>Payments/Credits: \$0.00</b>
Prefer email invoices? Email <a href="mailto:bwilsonhill@neptuneuniforms.com">bwilsonhill@neptuneuniforms.com</a>			<b>Total Due: \$282.80</b>



**New Hampshire Department of Safety  
Division of Homeland Security and Emergency Management  
Grant Agreement Checklist**

**Emergency Management Performance Grant (EMPG-S)**

Applicant: Town of Sunapee Grant Amount: \$17,994.00

Project: EOC Portable Radios

All steps below are required to be completed in their entirety.

If any items are not completed properly, the Grant Agreement will not be processed.

**Complete and return this checklist and all Grant Agreement documents by November 30, 2020 to:  
NH DOS/HSEM Attn: EMPG Program Coordinator, 33 Hazen Drive, Concord NH, 03305**

**Grant Agreement**

Grantee signors complete the following:

- ☐ Block 1.11 – Subrecipient Signatures  
Have a **majority** of the **Select Board or City Council** sign in blocks 1.11
- ☐ Block 1.12 – Name & Title of Subrecipient Signor  
Print names and titles of the signors
- ☐ Initial and date **each page of the Grant Agreement**
- ☐ Initial and date **Exhibit A, B and C.**

Notary Public or Justice of the Peace complete the following:

- ☒ Block 1.13 – Fill in County and Date
- ☒ Block 1.13.1 – Signature of Notary Public or Justice of the Peace, with seal.
- ☒ Block 1.13.2 – Name and Title of Notary Public or Justice of the Peace, with expiration date

**At this time, this grant agreement does NOT need to be notarized**

**Additional Required Documents**

- ☐ Meeting Minutes- **\*\*See SAMPLE MEETING MINUTES\*\***  
Minutes of the meeting documenting that the **community/agency's** GOVERNING AUTHORITY accepted/approved the EMPG grant agreement. Ensure the minutes state **the community/agency is accepting the grant agreement terms as presented.** Ensure you have complied with any public meeting requirement for acceptance of this grant including, if applicable, RSA 31:95-b.

The minutes should also include:

- ☐ What the grant is for
- ☐ Total project cost
- ☐ Amount of local match (50%)



**State of New Hampshire Department of Safety**

**Robert L. Quinn, Commissioner**

**Richard C. Bailey, Jr., Assistant Commissioner**

**Homeland Security and Emergency Management**

**Jennifer L. Harper, Director**



October 27, 2020

Steven Marshall, Fire Captain  
Sunapee Emergency Management  
9 Sargent Road  
Sunapee NH 03782

Dear Captain Marshall:

Thank you for submitting an Emergency Management Performance Grant COVID-19 Supplemental (EMPG-S) application on October 19, 2020 for the EOC Portable Radios Project.

- We have finished the review and found the project falls within the guidelines of the current EMPG-S Program.
- The next step in the review process is to execute the attached grant agreement.

**THIS DOES NOT MEAN YOUR GRANT HAS BEEN AWARDED.**  
**DO NOT PURCHASE OR INSTALL ANYTHING**  
**OR YOUR PROJECT WILL BE INELIGIBLE AND WILL NOT BE FUNDED!**

- Once we receive back an appropriately executed grant agreement from you, we will move it forward to the Department of Safety's Business Office to continue the review process.
- After the review is complete, we will notify you of our final decision.

Along with your returned grant agreement, we will need *meeting minutes showing that your governing body have accepted the terms of the grant*. Sample meeting minutes and instructions on how to properly execute the grant agreement are also enclosed.

Again, this letter does **NOT** constitute approval. *Please keep this for your records.*

If you have any questions or need assistance with this process, please contact me or your assigned HSEM Senior Field Representative, Julia Chase.

Thank you for your interest in the EMPG Program!

Sincerely,

*Olivia Barnhart*

Olivia Barnhart  
EMPG Program Coordinator

Enclosures

cc: (w/o enclosures), Julia Chase, Senior Field Representative

# GRANT AGREEMENT

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

## 1. Identification and Definitions.

<b>1.1. State Agency Name</b> NH Department of Safety, Homeland Security and Emergency Management		<b>1.2. State Agency Address</b> 33 Hazen Drive Concord, NH 03305	
<b>1.3. Subrecipient Name</b> Town of Sunapee (VC#177483-B001)		<b>1.4. Subrecipient Tel. #/Address</b> 603-763-2212 23 Edgemont Road Sunapee NH 03782	
<b>1.5 Effective Date</b> Upon State Approval	<b>1.6. Account Number</b> AU #80920000	<b>1.7. Completion Date</b> December 26, 2021	<b>1.8. Grant Limitation</b> \$17,994.00
<b>1.9. Grant Officer for State Agency</b> Olivia Barnhart, EMPG Program Coordinator		<b>1.10. State Agency Telephone Number</b> (603) 223-3639	
"By signing this form we certify that we have complied with any public meeting requirement for acceptance of this grant, including if applicable RSA 31:95-b."			
<b>1.11. Subrecipient Signature 1</b>		<b>1.12. Name &amp; Title of Subrecipient Signor 1</b>	
<b>Subrecipient Signature 2</b>		<b>Name &amp; Title of Subrecipient Signor 2</b>	
<b>Subrecipient Signature 3</b>		<b>Name &amp; Title of Subrecipient Signor 3</b>	
<b>1.13. Acknowledgment:</b> State of New Hampshire, County of _____, on _____ / _____ / _____, before the undersigned officer, personally appeared the person identified in block 1.12., known to me (or satisfactorily proven) to be the person whose name is signed in block 1.11., and acknowledged that he/she executed this document in the capacity indicated in block 1.12.			
<b>1.13.1. Signature of Notary Public or Justice of the Peace</b> (Seal)			
<b>1.13.2. Name &amp; Title of Notary Public or Justice of the Peace</b> _____ (Commission Expiration) _____			
<b>1.14. State Agency Signature(s)</b> By: _____ On: _____ / _____ / _____		<b>1.15. Name &amp; Title of State Agency Signor(s)</b> Steven R. Lavoie, Director of Administration	
<b>1.16. Approval by Attorney General (Form, Substance and Execution) (if G &amp; C approval required)</b> By: _____ Assistant Attorney General, On: _____ / _____ / _____			
<b>1.17. Approval by Governor and Council (if applicable)</b> By: _____ On: _____ / _____ / _____			

2. **SCOPE OF WORK:** In exchange for grant funds provided by the State of New Hampshire, acting through the Agency identified in block 1.1 (hereinafter referred to as "the State"), pursuant to RSA 21-P:36, the Subrecipient identified in block 1.3 (hereinafter referred to as "the Subrecipient"), shall perform that work identified and more particularly described in the scope of work attached hereto as EXHIBIT A (the scope of work being hereinafter referred to as "the Project").

Subrecipient Initials: 1.) \_\_\_\_\_

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

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

Date: \_\_\_\_\_

3. AREA COVERED. Except as otherwise specifically provided for herein, the Subrecipient shall perform the Project in, and with respect to, the State of New Hampshire.
4. EFFECTIVE DATE, COMPLETION OF PROJECT.
- 4.1. This Agreement, and all obligations of the parties hereunder, shall become effective on the date of approval of this Agreement by the Governor and Council of the State of New Hampshire if required (block 1.17), or upon signature by the State Agency as shown in block 1.14 ("the effective date").
- 4.2. Except as otherwise specifically provided herein, the Project, including all reports required by this Agreement, shall be completed in its entirety prior to the date in block 1.7 (hereinafter referred to as "the Completion Date").
5. GRANT AMOUNT, LIMITATION ON AMOUNT, VOUCHERS.
- 5.1. PAYMENT.  
The Grant Amount is identified and more particularly described in EXHIBIT B, attached hereto.
- 5.2. The manner of, and schedule of payment shall be as set forth in EXHIBIT B.
- 5.3. In accordance with the provisions set forth in EXHIBIT B, and in consideration of the satisfactory performance of the Project, as determined by the State, and as limited by subparagraph 5.5 of these general provisions, the State shall pay the Subrecipient the Grant Amount. The State shall withhold from the amount otherwise payable to the Subrecipient under this subparagraph 5.3 those sums required, or permitted, to be withheld pursuant to N.H. RSA 80:7 through 7-c.
- 5.4. The payment by the State of the Grant amount shall be the only, and the complete payment to the Subrecipient for all expenses, of whatever nature, incurred by the Subrecipient in the performance hereof, and shall be the only, and the complete, compensation to the Subrecipient for the Project. The State shall have no liabilities to the Subrecipient other than the Grant Amount. Notwithstanding anything 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 Grant limitation set forth in block 1.8 of these general provisions.
6. COMPLIANCE BY SUBRECIPIENT WITH LAWS AND REGULATIONS.  
In connection with the performance of the Project, the Subrecipient shall comply with all statutes, laws regulations, and orders of federal, state, county, or municipal authorities which shall impose any obligations or duty upon the Subrecipient, including the acquisition of any and all necessary permits.
7. RECORDS and ACCOUNTS.  
Between the Effective Date and the date three (3) years after the Completion Date the Subrecipient shall keep detailed accounts of all expenses incurred in connection with the Project, including, but not limited to, costs of administration, transportation, insurance, telephone calls, and clerical materials and services. Such accounts shall be supported by receipts, invoices, bills and other similar documents.
- 7.2. Between the Effective Date and the date three (3) years after the Completion Date, at any time during the Subrecipient's normal business hours, and as often as the State shall demand, the Subrecipient shall make available to the State all records pertaining to matters covered by this Agreement. The Subrecipient shall permit the State to audit, examine, and reproduce such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, data (as that term is hereinafter defined), and other information relating to all matters covered by this Agreement. As used in this paragraph, "Subrecipient" includes all persons, natural or fictional, affiliated with, controlled by, or under common ownership with, the entity identified as the Subrecipient in block 1.3 of these provisions.
8. PERSONNEL.
- 8.1. The Subrecipient shall, at its own expense, provide all personnel necessary to perform the Project. The Subrecipient warrants that all personnel engaged in the Project shall be qualified to perform such Project, and shall be properly licensed and authorized to perform such Project under all applicable laws.
- 8.2. The Subrecipient shall not hire, and it shall not permit any subcontractor, subgrantee, or other person, firm or corporation with whom it is engaged in a combined effort to perform the Project, to hire any person who has a contractual relationship with the State, or who is a State officer or employee, elected or appointed.
- 8.3. The Grant Officer shall be the representative of the State hereunder. In the event of any dispute hereunder, the interpretation of this Agreement by the Grant Officer, and his/her decision on any dispute, shall be final.
9. DATA, RETENTION OF DATA, ACCESS.  
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, paper, and documents, all whether finished or unfinished.
- 9.2. Between the Effective Date and the Completion Date the Subrecipient shall grant to the State, or any person designated by it, unrestricted access to all data for examination, duplication, publication, translation, sale, disposal, or for any other purpose whatsoever.
- 9.3. No data shall be subject to copyright in the United States or any other country by anyone other than the State.
- 9.4. On and after the Effective Date 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, whichever shall first occur.
- 9.5. The State, and anyone it shall designate, shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, all data.
10. CONDITIONAL NATURE OR AGREEMENT. Notwithstanding anything in this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability or continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available or appropriated funds. In the event of a reduction or termination of those funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Subrecipient notice of such termination.
11. EVENT OF DEFAULT, REMEDIES.
- 11.1. Any one or more of the following acts or omissions of the Subrecipient shall constitute an event of default hereunder (hereinafter referred to as "Events of Default"):
- 11.1.1 Failure to perform the Project satisfactorily or on schedule; or
- 11.1.2 Failure to submit any report required hereunder; or
- 11.1.3 Failure to maintain, or permit access to, the records required hereunder; or
- 11.1.4 Failure to perform any of the other covenants and conditions of this Agreement.
- 11.2. Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:
- 11.2.1 Give the Subrecipient 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 remedied, terminate this Agreement, effective two (2) days after giving the Subrecipient notice of termination; and
- 11.2.2 Give the Subrecipient 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 Grant Amount which would otherwise accrue to the Subrecipient during the period from the date of such notice until such time as the State determines that the Subrecipient has cured the Event of Default shall never be paid to the Subrecipient; and
- 11.2.3 Set off against any other obligation the State may owe to the Subrecipient any damages the State suffers by reason of any Event of Default; and
- 11.2.4 Treat the agreement as breached and pursue any of its remedies at law or in equity, or both.
12. TERMINATION.
- 12.1. In the event of any early termination of this Agreement for any reason other than the completion of the Project, the Subrecipient shall deliver to the Grant Officer, not later than fifteen (15) days after the date of termination, a report (hereinafter referred to as the "Termination Report") describing in detail all Project Work performed, and the Grant Amount earned, to and including the date of termination.
- 12.2. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall entitle the Subrecipient to receive that portion of the Grant amount earned to and including the date of termination.
- 12.3. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall in no event relieve the Subrecipient from any and all liability for damages sustained or incurred by the State as a result of the Subrecipient's breach of its obligations hereunder.
- 12.4. Notwithstanding anything in this Agreement to the contrary, either the State or, except where notice default has been given to the Subrecipient hereunder, the Subrecipient, may terminate this Agreement without cause upon thirty (30) days written notice.
13. CONFLICT OF INTEREST. No officer, member of employee of the Subrecipient, and no representative, officer or employee of the State of New Hampshire or of the governing body of the locality or localities in which the Project is to be performed, who exercises any functions or responsibilities in the review or

Subrecipient Initials: 1.)

2.)

3.)

Date:

- approval of the undertaking or carrying out of such Project, shall participate in any decision relating to this Agreement which affects his or her personal interest or the interest of any corporation, partnership, or association in which he or she is directly or indirectly interested, nor shall he or she have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.
14. SUBRECIPIENT'S RELATION TO THE STATE. In the performance of this Agreement the Subrecipient, its employees, and any subcontractor or subgrantee of the Subrecipient are in all respects independent contractors, and are neither agents nor employees of the State. Neither the Subrecipient nor any of its officers, employees, agents, members, subcontractors or subgrantees, shall have authority to bind the State nor are they entitled to any of the benefits, workmen's compensation or emoluments provided by the State to its employees.
15. ASSIGNMENT AND SUBCONTRACTS. The Subrecipient shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the State. None of the Project Work shall be subcontracted or subgranted by the Subrecipient other than as set forth in Exhibit A without the prior written consent of the State.
16. INDEMNIFICATION. The Subrecipient shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based on, resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Subrecipient or subcontractor, or subgrantee or other agent of the Subrecipient. 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 shall survive the termination of this agreement.
17. INSURANCE AND BOND.
- 17.1 The Subrecipient shall, at its own expense, obtain and maintain in force, or shall require any subcontractor, subgrantee or assignee performing Project work to obtain and maintain in force, both for the benefit of the State, the following insurance:
- 17.1.1 Statutory workmen's compensation and employees liability insurance for all employees engaged in the performance of the Project, and
- 17.1.2 Comprehensive public liability insurance against all claims of bodily injuries, death or property damage, in amounts not less than \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury or death any one incident, and \$500,000 for property damage in any one incident; and
- 17.2. The policies described in subparagraph 17.1 of this paragraph shall be the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State, and authorized to do business in the State of New Hampshire. Each policy shall contain a clause prohibiting cancellation or modification of the policy earlier than ten (10) days after written notice thereof has been received by the State.
18. WAIVER OF BREACH. 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, or any subsequent Event. No express waiver of any Event of Default shall be deemed a waiver of any provisions hereof. No such failure of waiver 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 default on the part of the Subrecipient.
19. 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 first above given.
20. 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 Council of the State of New Hampshire, if required, or by the signing State Agency.
21. CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be construed in accordance with the law of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assignees. The captions and contents of the "subject" blank are used only as a matter of convenience, and are not to be considered a part of this Agreement or to be used in determining the intent of the parties hereto.
22. 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.
23. 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 relating hereto.
24. SPECIAL PROVISIONS. The additional provisions set forth in Exhibit C hereto are incorporated as part of this agreement.

Subrecipient Initials: 1.)

2.)

3.)

Date:

## EXHIBIT A

### 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 Sunapee (hereinafter referred to as "the Subrecipient") \$17,994.00 to purchase portable radios for the community's Emergency Operations Center (EOC).
2. "The Subrecipient" agrees that this project and grant are meant to assist states, territories, tribes, and local governments with their public health emergency management activities supporting the prevention of, preparation for, and response to the ongoing Coronavirus Disease 2019 (COVID-19) public health emergency.
3. "The Subrecipient" agrees that the project grant period ends December 26, 2021 and that a final performance and expenditure report will be sent to "the State" by January 26, 2022.
4. "The Subrecipient" agrees to comply with all applicable federal and state laws, rules, regulations, and requirements.
5. "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.)

2.)

3.)

Date:

## **EXHIBIT B**

### Grant Amount and Payment Schedule

#### 1. GRANT AMOUNT

	<b>Applicant</b>	<b>Grant</b>	
	<b>Share</b>	<b>(Federal Funds)</b>	<b>Cost Totals</b>
Project Cost	\$17,994.00	\$17,994.00	\$35,988.00
Project Cost is 50% Federal Funds, 50% Applicant Share			
<b>Awarding Agency:</b> Federal Emergency Management Agency (FEMA)			
<b>Award Title &amp; #:</b> Emergency Management Performance Grant (EMPG-S) EMB-2020-EP-00011-S01			
<b>Catalog of Federal Domestic Assistance (CFDA) Number:</b> 97.042 (EMPG-S)			
<b>Applicant's Data Universal Numbering System (DUNS):</b> 052903473			

#### 2. PAYMENT SCHEDULE

- a. "The Subrecipient" agrees the total payment by "the State" under this grant agreement shall be up to \$17,994.00.
- b. "The State" shall reimburse up to \$17,994.00 to "the Subrecipient" upon "the State" receiving a reimbursement request with match documentation and appropriate backup documentation (i.e., copies of invoices, copies of canceled checks, and/or copies of accounting statements).
- 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, January 27, 2020, to the identified completion date (block 1.7).

Subrecipient Initials: 1.)

2.)

3.)

Date:

## EXHIBIT C

### Special Provisions

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

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

Subrecipient Initials: 1.)                      2.)                      3.)                      Date:

## Guidance for Meeting Minutes

***Please use language similar to this when documenting meeting minutes accepting the grant***

*"The Select Board, in a majority vote, accepted the terms of the Emergency Management Performance Grant as presented in the amount of \$17,994.00 to purchase portable radios for the community's Emergency Operations Center (EOC). Furthermore, the Board acknowledges that the total cost of this project will be \$35,988.00, in which the town will be responsible for a 50% match (\$17,994.00)."*

PLEASE NOTE- If one individual signs the grant agreement, please include this statement in the meeting minutes: *"(name and/or title/position) is authorized to sign all documents related to the grant"*. Refer to the Certificate of Authority for additional guidance.

**As a reminder, please have the signor(s) and notary/justice of the peace sign and date the Grant Agreement the same date.**

TAC-2 COMMUNICATIONS, INC.  
 1014 Whitefield Road  
 Dalton, NH 03598 US  
 (603) 444-0990  
 info@tac-2.com

## Estimate



### ADDRESS

Sunappe Fire Dept  
 9 Sargent Road  
 Sunapee, NH 03782

### SHIP TO

Sunappe Fire Dept  
 9 Sargent Road  
 Sunapee, NH 03782

### ESTIMATE #

1249

### DATE

09/14/2020

DATE	ACTIVITY	QTY	RATE	AMOUNT
	<b>NX5200K2</b>	20	842.00	16,840.00
	VHF (136-174), 1024 CH Analog and Digital (OPTIONAL) 5 Watt Standard Key All NX-5000 series portables include: • Belt Clip (KBH-11) • Universal Connector Cap • User Guide • Premium Warranty: 3 Years* All Accessories / options: 1 Year			
	<b>KRA26M Antenna</b>	20	16.70	334.00
	Antenna, VHF 146-162 TK2160/2180/5210			
	<b>KNB-L3M</b>	20	183.00	3,660.00
	Kenwood / EFJ: NX5000 SERIES 7.4V / 3400 mAh Li-Ion NX5200, NX5300, NX5400, TK5230, TK5330, TK5430, VP5230, VP5330, VP5430, VP6230, VP6330, VP6430. 7.4V 3400mAh Li-Ion (High Capacity)			
	<b>KSC32 Single Charger</b>	20	82.00	1,640.00
	Rapid rate single unit charger			
	<b>KMC70M Speaker Mic Black</b>	20	133.00	2,660.00
	MIL-SPEC, IP54/55/67/68* Speaker Mic with Active Noise Reduction Note: IP68 is avaialble only when used with NX-5000 series portable			
				Subtotal: 25,134.00
	<b>NASPO</b>			-7,540.20
	NASPO VALUEPOINT #06913 B&P #16-164-0405-008			
	<b>Code Plug</b>	1	300.00	300.00
	Build out stand alone Codeplug			
	<b>Freight</b>	1	100.00	100.00
	Incoming Ship Charge			

All special orders must be paid in full before ordering.  
There will be no returns on special orders No Exceptions.

TOTAL

**\$17,993.80**

All invoices due within 30 days of invoice date. There  
will be a 5 day grace period after which 10% of the  
balance due will be charged.

Accepted By

Accepted Date

## Barbara Vaughn

---

**From:** Becker, Doris <Doris.S.Becker@DOS.NH.GOV>  
**Sent:** Friday, April 3, 2020 8:36 AM  
**To:** Barnhart, Olivia; Welch, Whitney  
**Subject:** Providing Acceptance of Grants Documentation

Hi Olivia and Whitney,

According to NHDOJ, if communities have the electronic means, they are allowed to meet remotely to conduct their meetings with the public joining in remotely. This setup should be stated in their minutes.

If the community is not set up for meeting remotely, they can post the grant information in advance on their homepage and invite comment from the public via phone calls, emails, etc. Then as long as the grant is approved in a Board meeting that complies with the emergency orders (12 and 23), that will be accepted. Again, in the town's meeting minutes they should state this means of informing the public. The invitation for public input is very important.

As for documentation, they can still provide the minutes from the meeting showing grant approval as they usually do and they can state in their minutes how the public was notified, whether it was via remote meeting, posting of grant information with invitation to respond, etc.

If you have questions or want to discuss further, let me know and we'll set up a call time.

*Doris Becker*

Program Specialist II

Department of Safety

Phone: 603-223-8008

Email: [Doris.Becker@dos.nh.gov](mailto:Doris.Becker@dos.nh.gov)