

**HAZARD MITIGATION PLAN UPDATE SERVICES AGREEMENT
BETWEEN
UPPER VALLEY LAKE SUNAPEE REGIONAL PLANNING COMMISSION
AND THE TOWN OF NEW LONDON**

This agreement is made on the ____ day of October, 2024.

This agreement is between the Upper Valley Regional Planning Commission, 10 Water Street, Suite 225, Lebanon, NH 03766 (hereinafter referred to as the “Commission”), and the Town of New London (hereinafter referred to as the Town).

WHEREAS, the Town desires to engage the Commission to perform certain professional and technical services;

WHEREAS, the Commission is qualified and agrees to perform such services,

NOW, THEREFORE, for and in consideration of the mutual covenants, conditions and agreements herein contained and for other good and valuable consideration, the parties do at this moment agree to the following:

1. SCOPE OF WORK

The Town is contracting with the Upper Valley Lake Sunapee Regional Planning Commission (Commission) in the amount of \$9,000 to update the hazard mitigation plan for the Town.

The Commission agrees that the performance period ends on May 2, 2026, as provided by the contract between the State of New Hampshire and the Town. This allows time to receive formal approval by the NH Homeland Security and Emergency Management (HSEM).

2. PROJECT TASKS AND DELIVERABLES

Project tasks and deliverables within this section are to be referenced for the reimbursement process. Per the Scope of Work, the Commission is required to develop/update the community’s local hazard mitigation plan in accordance with 44 CFR Part 201 to ensure formal approval.

Task 1: Convene a local Hazard Mitigation Planning Committee

- Develop a mission statement
- Assign roles and responsibilities
- Develop a specific timeline for planning activities
- Hold a minimum of two public meetings during the planning process update, one during the production of the plan update, and one during the review of the draft plan update
- Solicit input from key stakeholders in the community, including business associations, local or regional institutions, local non-governmental organizations, and residents
- Conduct local outreach to stakeholders and neighboring communities through postings on the municipal web site, outreach to local print and/or online press, and use of local access cable TV, where applicable
- Provide input regarding the feasibility and prioritization of mitigation measures
- Review the draft plan update and its goals and proposed mitigation projects
- Provide a plan for the implementation, maintenance, and updating of the plan update

Task 2: Revisit the Hazard Profile for each Hazard that impacts the community

- Update a map of areas affected by multiple natural hazards in the town to be included in the plan; provide GIS files to the town for future integration into other community plans, assess the community's risk that summarize the vulnerability of each hazard based on location, extent, probability, and severity of the hazards
- Update the description and prioritization of the natural hazards which have occurred within the town since the last update

Task 3: Facility Inventory

- Prepare an updated inventory of facilities and explain how these facilities intersect with known hazards in the town based on input from the town and best available state and local information and incorporate into hazard maps including a.) critical facilities such as emergency operations centers, town offices, treatment plants, sewage pumping stations, police and fire stations, schools, hospitals, day-care facilities, public works garages, nursing homes/eldering housing, emergency shelters; b) economic drivers such as large businesses, larger employers, historic or cultural sites; c.) All repetitive flood loss structures and structures which have incurred substantial damage; d.) Land use maps that depict the location of developed land uses delineated by use and how intersects with known hazards; e.) Anticipated future land use areas and how they intersect with known hazards

Task 4: Vulnerability

- Develop problem statements to summarize the biggest issues for the town in terms of types and numbers of buildings, infrastructure, and critical facilities located in the hazard areas
- All existing multiple hazard protection measures within the community including protective measures under the National Flood Insurance Program (NFIP)
- A description of each measure, the method of enforcement, and/or the point of contact responsible for each measure
- Historical performance of each measure and a description of improvements or changes needed
- General description of land uses and development trends to incorporate future land use decisions

Task 5: Mitigation Goals

- Create, edit, or delete goals as needed
- Obtain public input
- Analyze existing capabilities
- Review mitigation actions in the previous plan and identify progress implementing those actions (include current status along with reasons why there may have been little or no progress)
- Describe how the town's priorities have changed since the previous hazard mitigation plan
- Include a description of the NFIP and how the community will continue compliance over the next five years
- Update the list of mitigation goal statements that focus on reducing the risks from the identified natural hazards; the goal development and project prioritization will be conducted by the team

Task 6: Actions

- Provide plan section that identifies and analyzes a comprehensive range of specific mitigation actions and projects being considered to reduce the effects of each hazard, with particular emphasis on new and existing buildings and infrastructure including a list of prioritized hazard mitigation projects

Task 7: Plan Review, Evaluation, and Implementation

- Describe changes in development that have occurred in the hazard prone areas and increased or decreased the vulnerability of the town since the last plan approval
- Describe the status of the hazard mitigation actions in the previous plan by identifying those that have been completed or not completed with reasons why not completed; include if actions are no longer relevant or to be included in the updated plan

- Describe if and how any priorities changed since the plan was previously approved and validate any information remaining the same

Task 8. Assist town in submission requirements of draft plan and receiving approval

- Draft Hazard Mitigation Plan and Complete Local Mitigation Plan Review Tool
- Complete any required revisions as necessary and resubmit updated draft(s) and review tool(s)
- Receive Approvable Pending Adoption (APA) status
- Submit final plan to Town by June 30, 2025 for State/Federal review
- Final approval by State/Federal to be by May 2, 2026

3. PROJECT REVIEW AND CONDITIONS

The COMMISSION shall submit quarterly progress reports, drafts, and final updated local mitigation plans to the Town, who will, in turn, submit them to HSEM. Quarterly reporting shall begin in the quarter in which this contract is executed. All reports shall be submitted within ten days after the end of a quarter and shall continue until the project is completed. It should be noted that the Town will have to submit reports to HSEM 15 days after the end of a quarter.

The COMMISSION agrees to submit draft plans to the Town electronically for review and comment. Upon notification of Approvable Pending Adoption (APA), the Commission shall obtain community adoption of the plan no later than 12 months from APA and submit electronic copies of the adoption documentation and the final plan for Formal Approval.

The COMMISSION further agrees to promptly address all required revisions arising from HSEM reviews and resubmit revised draft plan(s) to the Town.

The COMMISSION agrees to provide copies of the formally approved plans to the Town in electronic format upon receiving the Federal Emergency Management Agency's approval letter.

The COMMISSION agrees to comply with all applicable federal and state laws, rules, regulations, and requirements.

The COMMISSION shall maintain financial records, supporting documents, and all other pertinent records for a period of three (3) years from the grant period end date as identified in HSEM's closeout letter. In these records, the COMMISSION shall maintain documentation of the Town's 10% cost share required by their grant agreement with the State.

4. PAYMENT SCHEDULE

The total cost of the plan is estimated by NH HSEM as \$10,000. The Town agrees to pay the Commission \$9,000 for completing an approved plan as provided in this contract. The Commission will also track in-kind 10% match of \$1,000 by the Town. In addition, the Town shall reimburse the Commission for materials and mileage expenses needed to fulfill the task outline in item 2 Project Tasks and Deliverables. Mileage will be reimbursed at the Federal IRS mileage rate.

All services shall be performed to the satisfaction of the State before payment is made. All payments shall be made upon receipt and approval of stated tasks and upon receipt of associated reimbursement request(s) by the Town from the State. Documentation of completed deliverables and match committed shall be provided with each payment request at the time of a quarterly report. Payment shall be made in accordance with the following schedule based upon completion of specific tasks and deliverables described in the following table.

Task Completed	% of Plan Cost to be Billed
Task 1. Convene Haz Mit Committee; solicit public input	12%
Task 2. Revisit hazard profiles in existing plan	12%
Task 3. Update facility inventory	12%
Task 4. Determine community vulnerability to hazards	12%
Task 5. Develop mitigation goals	12%
Task 6. Determine actions to meet goals	10%
Task 7. Plan review, evaluation, and implementation plan	10%
Task 8. Assist with submission and plan approval	20%

5. SPECIAL PROVISIONS

Limit of Liability: The Commission agrees to execute the work diligently according to the terms of this contract using adequately trained personnel. The Commission shall not be liable for errors resulting from the quality of data supplied by outside sources.

Termination of Services: The Town or the Commission may terminate this contract for any reason with 30 days written notice.

Arbitration: In case of a dispute between the Commission and the Town arising out of this agreement, which cannot be settled between the Commission and the Town, an arbitrator shall be selected by the mutual consent of both parties. The Commission and the Town shall divide the cost of such arbitration equally between them and are bound by the arbitrator’s decision.

Use of Information: All information, analyses, and data prepared under this contract shall be the Town’s property. However, the Commission shall have the right to use any analyses and data collected in the regular operation of the Commission. The Commission shall not use any data in such a way as to reveal information about individuals or groups which should reasonably be considered confidential.

Force Majeure: Neither party will be liable for any failure or delay in performing an obligation under this Agreement that is due to any of the following causes, to the extent beyond its reasonable control: acts of nature, accident, riots, war, terrorist act, epidemic, pandemic, quarantine, civil commotion, breakdown of communication facilities, breakdown of web host, breakdown of internet service provider, natural catastrophes, governmental acts or omissions, changes in laws or regulations, national strikes, fire, explosion, generalized lack of availability of raw materials or energy.

For the avoidance of doubt, Force Majeure shall not include (a) financial distress nor the inability of either party to make a profit or avoid a financial loss, (b) changes in market prices or conditions, or (c) a party’s financial inability to perform its obligations hereunder.

This agreement and any Exhibits attached hereto are the entire agreement between the Commission and the Town; and supersede any agreement, oral or written, pertaining hereto.

For the Town of New London

For the Upper Valley Lake Sunapee
Regional Planning Commission

Select Board Chair

Meghan, Butts, Executive Director

Date: _____

Date: _____