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# State of New Hampshire

DEPARTMENT OF SAFETY  
OFFICE OF THE COMMISSIONER  
33 HAZEN DR. CONCORD, NH 03305  
603/271-2791

JOHN J. BARTHELMES  
COMMISSIONER

December 6, 2012

Her Excellency, Governor Margaret Wood Hassan  
and the Honorable Council  
State House  
Concord, New Hampshire 03301

Retroactive

### Requested Action

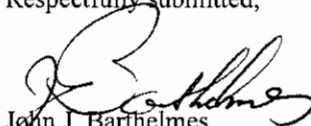
Authorize the Department of Safety, Division of Homeland Security and Emergency Management (HSEM), to **retroactively** amend the grant agreement (PO# 1015777) for the Town of New London, (VC# 159918-B001), New London, NH to do re-ditching and upgrade nine culverts on Lamson Lane. The grant was initially approved by Governor and Council on May 25, 2011, Item # 118. This amendment will extend the completion date only from December 31, 2012 to March 8, 2014. Effective upon Governor and Council approval. Funding source: 100% Federal Funds.

### Explanation

This request is **retroactive** due to unexpected delays with necessary engineering studies and required internal process. The Town of New London was awarded grant funds through the HMGP to do re-ditching and upgrade nine culverts on Lamson Lane with a completion date of December 31, 2012. The engineering, design and permitting for the project has taken longer than what was initially expected to complete the project by the end of the year. Once the amendment was signed by the Town, minutes of the meeting had to be obtained to corroborate the acceptance. Once all of the documents were returned to HSEM, an internal review process was conducted for quality assurance purposes prior to submittal to the business office. The delay in the study along with the internal review process has resulted in the need to **retroactively** extend the completion date. In past years it has been the policy of HSEM to give communities receiving grant funds through HMGP, two construction seasons to complete the project. This policy was changed last year to reflect the three year performance period allowed by the Hazard Mitigation Assistance Unified Guidance. The new project completion date reflects the three year performance period from the date of the obligation, which was March 8, 2011. Since the requested change falls within the performance period allowed by FEMA it is not necessary to seek nor receive FEMA approval to amend this grant.

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,

  
John J. Barthelmes  
Commissioner of Safety

Grant Amendment  
Extension of Performance Period  
(Purpose for Grant Amendment)

**Town of New London (Sub-Grantee)**

It is hereby agreed that the initial grant (PO# 1015777) approved by Governor and Executive Council on May 25, 2011, Item #118, between Town of New London as "Sub-grantee" and the Department of Safety, Division of Homeland Security & Emergency Management as "State" for the implementation of a hazard mitigation project on Lamson Lane is amended as follows:

1. EXHIBIT A, Scope of Work, Section 1

Delete paragraph three (3) in its entirety and replace with;

All work and the closeout of this project will be completed by March 8, 2014.

2. All other provisions of the grant, approved by Governor and Executive Council on May 25, 2011 shall remain in full force and effect.

EFFECTIVE DATE OF THE AMENDMENT: This Amendment shall be effective upon its approval by the Governor and Executive Council of the State of New Hampshire. If approval is withheld, this document shall become null and void, with no further obligation or recourse to either party. IN WITNESS WHEREOF, the parties have hereunto set their hands:

**Town of New London (Sub-grantee)**

By (signature): R. Peter Branch

Print Name: R. PETER BRANCH

Title: SELECTMAN

By (signature): Christina M. Helm

Print Name: CHRISTINA M. HELM

Title: Selectman

By (signature): \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

By (signature): Janet R. Kidder

Print Name: JANET R. KIDDER

Title: Selectman

By (signature): \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Grantee Initials RPB CMH JRK

Date 10/15/2012

State of: New Hampshire

County of: Merrimack

As ~~Notary Public~~/Justice of the Peace, REGISTERED IN THE STATE OF NEW HAMPSHIRE,  
COUNTY OF Merrimack, UPON THIS DATE October 15, 2012, APPEARED  
BEFORE ME (print full name of notary) Kimberly A. Hallquist the undersigned officer

In witness whereof I hereunto set my hand and official seal. (Provide notary signature and seal)

Kimberly A. Hallquist

KIMBERLY A. HALLQUIST, Justice of the Peace  
My Commission Expires January 16, 2013

State of New Hampshire, acting through its Department of Safety:

By (signature): John T. Beardmore For:  
John T. Beardmore, Director of Administration

Approval by State of New Hampshire Attorney General as to form, substance, and execution:

By: Mary J. [Signature], Assistant Attorney General, on 12/18/2012.

Approval by State of New Hampshire Governor and Executive Council:

By: \_\_\_\_\_, on \_\_\_\_\_.

Grantee Initials RRB CMH JMK Date 10/15/2012



# TOWN OF NEW LONDON, NEW HAMPSHIRE

375 MAIN STREET • NEW LONDON, NH 03257 • WWW.NL-NH.COM

## BOARD OF SELECTMEN MEETING MINUTES October 15, 2012

### PRESENT:

Selectmen  
Peter Bianchi, Chair  
Tina Helm, Selectman  
Janet Kidder, Selectman  
Kimberly Hallquist, Town Administrator  
Wendy Johnson, Finance Officer

### ALSO PRESENT:

Bob Brown, Conservation Commission Chair  
Lee Bosse, *The Messenger*  
Merry Armentrout, *The Intertown Record*  
Lucy St. John, Planning and Zoning Administrator  
Casey Biuso, Hardy Hasenfuss, Dave Kidder, Rob Prohl, Cicely Markoff, Erle Blanchard, Steve Theroux,  
Don Jones: 1941 Building Committee

Chair Bianchi called the meeting to order at 11:00am. The first portion of the meeting was dedicated to regular business and the second half was dedicated to the 1941 Building Committee meeting.

### Bob Brown – Phillips Memorial Preserve Forestry Plan

Mr. Brown met with the Board to discuss the Phillips Memorial Preserve Forestry Plan. He informed the Board that the forestry plan was prepared in 1994 for the Phillips property, which consists of approximately 70 acres overlooking Otter Pond. The objectives of the plan are to increase habitat, enhance scenic beauty, encourage hiking, skiing, picnicking, recreation, and timber management. They would like to use this property as an educational opportunity to show what can be done with proper forest management.

Mr. Brown said that eight years ago they did a light cut on the Phillips property, including the lower field area. The plan was to establish an open field for recreation and habitat, planting wildlife vegetation and enhance the view above. The area marked "lookout" at the summit does not currently offer much of a view due to the fact that the trees have overgrown the area so much. There are a lot of stumps and debris that were not removed until last winter. The existing plan calls for opening a view and establishing a field. Mr. Brown explained that he met with the forester, Pierre Bedard, and a logger, Leo Maslin, last week and they reviewed the plan. They talked about the possibility of an update to the plan. One suggestion was to make it more of a gladed cut to give a better view. They would add the view enhancement, and open up more recreational opportunities. It is an enjoyable hike but there is nothing to see when the hikers get to the top.

Mr. Brown said that the cut should generate some income for the town although he was not sure how much. Their goal is to not spend any money doing this as the logger will be paid through proceeds on the value of the wood cut. The Conservation Commission has budgeted this update to the plan and the cutting will be done by a responsible logger who is well known and respected in the area. This logger recently did

Consider Request to Allow the Extension of the Performance Period of the Lamson Lane Grant

The Board considered an extension of the Lamson Lane Grant. This will allow the town adequate time to complete the work as contemplated in the grant. Ms. Hallquist noted that she spoke with Lance Harbor, Hazard Mitigation Officer, NH Homeland Security & Emergency Management, and he agrees with the Town (through DPW Director Richard Lee and Holden Engineering, the town's consultant) that an extension is advisable. If approved, this will extend the performance period as far out as it could be which is March 8, 2014. The Selectmen agreed.

X **IT WAS MOVED (Tina Helm) AND SECONDED (Janet Kidder) to apply for an amendment to extend the performance period of the Lamson Lane grant to March 8, 2014.**  
**THE MOTION WAS APPROVED UNANIMOUSLY** X

Eagle Scout Awards Ceremony

Ms. Hallquist said that Reese Alexander and Samuel Rushia have sent invitations to the Board of Selectmen to help them celebrate their accomplishments of becoming Eagle Scouts. Ms. Hallquist said that it was customary for the Selectmen to acknowledge and congratulate scouts of this level on their accomplishments. The Selectmen would sign congratulatory letters for the two scouts.

Old/Pending Business

*Upper Valley Lake Sunapee Regional Planning Commission (RPC) Representatives*

Ms. Helm asked where they stood with appointing someone to the RPC. Ms. Hallquist said that she will be sending requests to the people whose names had been suggested to see if they are interested in accepting an appointment to serve on the RPC. Ms. Kidder wondered about the benefit of belonging to the RPC if they already have capable administrators in-house. Ms. Hallquist said that the RPC conducts research and collects data on various planning issues in the area and they offer planning services to the Planning Board. The information they collect is available to members. The town pays approximately \$5,000 to belong to the commission. Ms. Kidder wondered if their services were necessary. Ms. Hallquist said she would gather some more information to see what services they offer the Town. She also noted that the RPC maintains a very good website that may help the Board to understand what the RPC does for the Town.

Chair Bianchi said that if they decide that the RPC is not something they needed to belong to, the Planning Board would need to agree, as it is something they have wanted and have belonged to for years. Ms. Helm said she would mention the issue to the Planning Board at the next meeting to see what it is they get from the RPC. Chair Bianchi suggested that during the budget process, Tom Cottrill (Planning Board Chair) should defend the reasons why they want to stay with the RPC.

*Locks*

Ms. Kidder asked if the locks have been changed yet. Ms. Hallquist said that the locksmith has been given the go-ahead to do the work at the wastewater treatment buildings and it will be done as soon as the company can get to it. The Town Office building is not being done at this time, but will be considered in the future.

*Bandstand Committee*

Ms. Kidder asked about the Bandstand Committee. Ms. Hallquist said that she mentioned it to Bart Mayer who did not think it would be valuable to go to probate court, as was the suggestion of Terry Knowles of the AG's Office last May. Mr. Mayer has always believed this to be a town committee as this was the only way the Town would have accepted money, so there is no issue in his mind that Probate Court needs to settle. Mr. Mayer will be asked to put his recommendations in writing so the Board can make a

## CERTIFICATE OF COVERAGE

This certificate evidences the limits of liability in effect at the inception of the Member Agreement(s) described below. This certificate is issued as a matter of information only and confers no rights on the certificate holder and does not amend, extend or alter the coverage afforded by the Member Agreement(s); except to the extent provided in the additional covered party box or loss payee box below, if checked.

THIS IS TO CERTIFY THAT THE MEMBER NAMED BELOW IS A PARTICIPATING MEMBER OF EITHER OR BOTH OF THE COMPANIES AND THAT A MEMBER AGREEMENT(S) HAS BEEN ISSUED TO THE MEMBER FOR THE AGREEMENT TERM(S) INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE COVERAGE AFFORDED BY THE MEMBER AGREEMENT(S) IS SUBJECT TO ALL THE EXCLUSIONS, EXTENSIONS, TERMS AND CONDITIONS OF SUCH MEMBER AGREEMENT(S). AGGREGATE LIMITS MAY HAVE BEEN REDUCED BY PAID CLAIMS.

<b>Participating Member:</b>		<b>All Members List Attached</b>		<b>Companies Affording Coverage (the "Companies"):</b>	
				Company A: Local Government Center Property-Liability Trust, LLC Company B: Local Government Center Workers' Compensation Trust, LLC P.O. Box 617, Concord, NH 03302-0617	
<b>Coverage (Occurrence basis only):</b>		<b>Effective Date (mm/dd/yy)</b>	<b>Expiration Date (mm/dd/yy)</b>	<b>Limits (subject to applicable NH statutory limits)</b>	
<input checked="" type="checkbox"/> General Liability (Member Agreement Section III.A)		7/1/2012	6/30/2013	Each Occurrence	\$5,000,000
				General Aggregate	\$
				Personal & Adv Injury	\$
				Med Exp (any one person)	\$
				Products -Comp/Op Agg	\$
<input checked="" type="checkbox"/> Automobile Liability (Member Agreement Section III.A) <input type="checkbox"/> Any Auto <input type="checkbox"/> All Owned Autos <input type="checkbox"/> Scheduled Autos <input type="checkbox"/> Hired Autos <input type="checkbox"/> Non-Owned Autos <input type="checkbox"/> Other _____		7/1/2012	6/30/2013	Each Occurrence	\$5,000,000
				Bodily Injury (per person)	\$
				Bodily Injury (per accident)	\$
				Property Damage (per accident)	\$
<input type="checkbox"/> Excess Liability				Each Occurrence	\$ N/A
				Aggregate	\$ N/A
<input checked="" type="checkbox"/> Property (All Risk including Theft) (Member Agreement Section I) Deductible: \$1,000		7/1/2012	6/30/2013		\$ Per scheduled limits and Member Agreement
<input type="checkbox"/> Workers Compensation (Coverage A) Employers' Liability (Coverage B)				<input type="checkbox"/> Statutory / Cov. A	
				Each Accident / Cov. B	\$ 2,000,000
				Disease - Each Employee	\$ 2,000,000
				Disease - Policy Limit	\$ 2,000,000

**Description:** Proof of Coverage.

**CANCELLATION:** If any of the above coverages under the Member Agreement are cancelled before the expiration date, the Company will endeavor to mail 30 days written notice to the Certificate Holder named below, but failure to mail such notice shall impose no obligation or liability of any kind upon the Company.

		<input type="checkbox"/> Additional Covered Party	<input type="checkbox"/> Loss Payee, as his, her or its interests appear
Coverage for the Additional Covered Party is limited to "bodily injury" or "property damage" caused by, and only to the extent of, the sole negligence of the "Member," and no protection is available for the negligence of others, including the Additional Covered Party and its directors, officers, employees or agents. Available limits of coverage are shared between the "Member" and the Additional Covered Party.*			
<b>Certificate Holder:</b>		<b>Companies</b>	
State of New Hampshire Department of Safety 33 Hazen Drive Concord, NH 03301		By: <u>Debra A. Lewis</u> Authorized Representative	
		Date Issued: <u>7/1/2012</u>	
		Please direct inquiries to:  Debra A. Lewis 603.226.4481	

\*Terms in quotes are defined in the Member Agreement.

Town of Loudon
Town of Lyman
Town of Lyme
Town of Lyndeborough
Town of Madbury
Town of Madison
Town of Marlborough
Town of Marlow
Town of Mason
Town of Middleton
Town of Milan
Town of Mont Vernon
Town of Nelson
Town of New Boston
Town of New Castle
Town of New Hampton
Town of New Ipswich
* Town of New London *
Town of Newbury
Town of Newington
Town of Newmarket
Town of Newton
Town of Nottingham
Town of Orange
Town of Ossipee
Town of Pelham
Town of Pembroke
Town of Piermont
Town of Pittsburg
Town of Pittsfield
Town of Plaistow
Town of Plymouth
Town of Randolph
Town of Richmond
Town of Rollinsford
Town of Roxbury
Town of Salisbury
Town of Sandown
Town of Seabrook
Town of Sharon
Town of Shelburne
Town of South Hampton
Town of Springfield
Town of Stark
Town of Stewartstown
Town of Stoddard
Town of Strafford

## CERTIFICATE OF COVERAGE

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THIS IS TO CERTIFY THAT THE MEMBER NAMED BELOW IS A PARTICIPATING MEMBER OF EITHER OR BOTH OF THE COMPANIES AND THAT A MEMBER AGREEMENT(S) HAS BEEN ISSUED TO THE MEMBER FOR THE AGREEMENT TERM(S) INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE COVERAGE AFFORDED BY THE MEMBER AGREEMENT(S) IS SUBJECT TO ALL THE EXCLUSIONS, EXTENSIONS, TERMS AND CONDITIONS OF SUCH MEMBER AGREEMENT(S). AGGREGATE LIMITS MAY HAVE BEEN REDUCED BY PAID CLAIMS.

<b>Participating Member:</b> Member Number:	<b>Workers Compensation</b> (List Attached)	<b>Companies Affording Coverage (the "Companies"):</b>  Company A: Local Government Center Property-Liability Trust LLC Company B: Local Government Center Workers' Compensation Trust, LLC P.O. Box 617, Concord, NH 03302-0617.		
Coverage (Occurrence basis only)	Effective Date (mm/dd/yy)	Expiration Date (mm/dd/yy)	Limits (subject to applicable NH statutory limits)	
<input type="checkbox"/> General Liability (Member Agreement Section III.A)			Each Occurrence	\$5,000,000
			General Aggregate	\$
			Personal & Adv Injury	\$
			Med Exp (any one person)	\$
			Products - Comp/Op Agg	\$
<input type="checkbox"/> Automobile Liability (Member Agreement Section III.A) <input type="checkbox"/> Any Auto <input type="checkbox"/> All Owned Autos <input type="checkbox"/> Scheduled Autos <input type="checkbox"/> Hired Autos <input type="checkbox"/> Non-Owned Autos <input type="checkbox"/> Other _____			Each Occurrence	\$5,000,000
			Bodily Injury (per person)	\$
			Bodily Injury (per accident)	\$
			Property Damage (per accident)	\$
			Excess Liability	
			Aggregate	\$ N/A
<input type="checkbox"/> Property (All Risk including Theft) (Member Agreement Section I) Deductible: \$1,000				\$ Per scheduled limits and Member Agreement
<input checked="" type="checkbox"/> Workers Compensation (Coverage A) Employers' Liability (Coverage B)	1/1/2013	12/31/2013	<input type="checkbox"/> Statutory / Cov. A	
			Each Accident / Cov. B	\$ 2,000,000
			Disease - Each Employee	\$ 2,000,000
			Disease - Policy Limit	\$ 2,000,000
Description: Proof of Coverage				

**CANCELLATION:** If any of the above coverages under the Member Agreement are cancelled before the expiration date, the Company will endeavor to mail 30 days written notice to the Certificate Holder named below, but failure to mail such notice shall impose no obligation or liability of any kind upon the Company.

	<input type="checkbox"/> Additional Covered Party	<input type="checkbox"/> Loss Payee, as his, her or its interests appear
Coverage for the Additional Covered Party is limited to "bodily injury" or "property damage" caused by, and only to the extent of, the sole negligence of the "Member," and no protection is available for the negligence of others, including the Additional Covered Party and its directors, officers, employees or agents. Available limits of coverage are shared between the "Member" and the Additional Covered Party.*		
<b>Certificate Holder:</b>  State of New Hampshire Department of Safety 33 Hazen Drive Concord, NH 03301	<b>Companies</b>  By: <u>Debra A. Lewis</u> Authorized Representative Date Issued: <u>12/10/2012</u>	Please direct inquiries to:  Debra A. Lewis 603.226.4481

\*Terms in quotes are defined in the Member Agreement.



WC Members FY16

Member Sort Name

Town of Hillsborough
Town of Jackson
Town of Landaff
Town of Lee
Town of Lisbon
Town of Lyme
Town of Madbury
Town of Madison
Town of Marlborough
Town of Marlow
Town of Middleton
Town of New Castle
Town of New Hampton
* Town of New London
Town of Newbury
Town of Newington
Town of Newmarket
Town of Newton
Town of Ossipee
Town of Pelham
Town of Pembroke
Town of Piermont
Town of Pittsfield
Town of Randolph
Town of Richmond
Town of Rollinsford
Town of Sharon
Town of Springfield
Town of Stark
Town of Stewartstown
Town of Sugar Hill
Town of Sutton
Town of Swanzey
Town of Tilton
Town of Troy
Town of Wakefield
Town of Walpole
Town of Warner
Town of Webster

H/C to Dott 5/12/11



# State of New Hampshire

DEPARTMENT OF SAFETY  
OFFICE OF THE COMMISSIONER  
33 HAZEN DR. CONCORD, NH 03305  
603/271-2791

G & C 5-25-11  
# 118

JOHN J. BARTHELMES  
COMMISSIONER

May 3, 2011

His Excellency, Governor John H. Lynch  
and the Honorable Council  
State House  
Concord, New Hampshire 03301

### Requested Action

The Department of Safety, Division of Homeland Security and Emergency Management, requests authorization to enter into a grant agreement with the Town of New London (VC# 159918 -B001), New London, NH for a total amount of \$268,960.00 for the implementation of projects identified through the evaluation of natural hazards. Effective upon Governor and Council approval through December 31, 2012. Funding source: 100% Federal Funds.

02-23-23-236010-7486 072-500574	Dept. of Safety	HSEM	HMGP DR 1695 April 2007 Flood
Grants-Federal – Grants to local Gov't – Federal			\$ 261,000.00
02-23-23-236010-7486 247-500793	Dept. of Safety	HSEM	HMGP DR 1695 April 2007 Flood
Sub Grantee – Administrative Costs			\$ 7,960.00

### Explanation

The Hazard Mitigation Grant Program (HMGP) provides funding to states and communities (sub-grantees) for cost-effective hazard mitigation activities that complement a comprehensive mitigation program. FEMA provides HMGP funds to states that, in turn, provide sub-grants or contracts for a variety of mitigation activities, such as planning and the implementation of projects identified through the evaluation of natural hazards. The program cost share is 75% federal funds, 25% applicant soft-match.

The State of New Hampshire solicits applications statewide. Notification of availability of HMGP funds is made to every community by e-mail and by letters sent to the chief elected official of each community. The State of New Hampshire submits all applications received for program funding to the Federal Emergency Management Agency (FEMA) for their final approval. Applications that are determined to be cost effective and program eligible are then funded by FEMA in full; not every application submitted is determined to be program eligible. However, all applications that are determined to be eligible are funded at the requested dollar amount listed in their application, pending availability of adequate program funding.

In the event that Federal Funds are no longer available, General Funds and/or Highway Funds will not be requested to support this program. The sub-grantee will provide and document the program match requirements.

Respectfully submitted,

John J. Barthelmes  
Commissioner of Safety

- al of the undertaking or carrying out of such Project, shall participate in decision relating to this Agreement which affects his or her personal interest of 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.
- GRANTEE'S RELATION TO THE STATE.** In the performance of this Agreement the Grantee, its employees, and any subcontractor or subgrantee of the Grantee are in all respects independent contractors, and are neither agents nor employees of the State. Neither the Grantee 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 Grantee 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 Grantee other than as set forth in Exhibit A without the prior written consent of the State.
16. **INDEMNIFICATION.** The Grantee 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 Grantee or Subcontractor, or subgrantee or other agent of the Grantee. 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 Grantee 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 \$2,000,000 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 18.1 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 Grantee.
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.
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.

**EXHIBIT A**  
**SCOPE OF WORK**

**I. WORK TASKS**

The Town of New London is being provided a hazard mitigation grant in the amount of \$261,000.00 to improve and upgrade Lamson Lane Culvert. An additional amount of up to \$7,960.00 for administrative allowance has also been awarded.

The town proposes to reditch and upgrade nine culverts on Lamson Lane. To enlarge and reshape the ditches some trees, rocks and ledges will have to be removed and the existing banks cut back and reshaped to reduce their steep slopes. The ditches will be lined with trap rock. Any trees removed will be replaced by native vegetation and any disturbed areas will be retopped, soiled and reseeded to match original conditions. Because the project is near Pleasant Lake this design will be reviewed and approved by a qualified engineer and permits will be obtained from the State of New Hampshire Department of Environmental Services Wetland Division.

All work and the closeout of this project will be completed by December 31, 2012.

**II. PROJECT REVIEW and CONDITIONS**

The Town of New London shall comply with the project review and conditions as identified by the Federal Emergency Management Agency (FEMA). The FEMA Project Review and Conditions Status is attached to this agreement.

The Town of New London shall submit quarterly progress reports starting with the quarter ending September 30, 2011. These reports shall continue until the project is closed out.

The Town of New London is responsible for the 25% cost share, which is \$87,000.00. The Town of New London shall clearly identify and document the cost share and retain all associated records for a period of four years from the date of project closeout.

**EXHIBIT B**

**GRANT AMOUNT AND METHOD OF PAYMENT**

**I. GRANT AMOUNT**

1695 HMGP

	Applicant Share	Grant (Federal Funds)	Cost Totals
Project Cost	\$ 87,000.00	\$ 261,000.00	\$348,000.00
Admin. Cost Allowance	\$ 0.00	\$ 7,960.00	\$ 7,960.00
Column Totals	\$ 87,000.00	\$ 268,960.00	\$355,960.00
The Project Cost is 75% Federal Funds, 25% Applicant Share			
The Administrative Cost Allowance is 100% Federal Funds			

**II. FEE SCHEDULE**

- a. An initial advance will be made to the Town of New London based on expenditures necessary to start the project. Additional advances may be requested contingent upon documented expenditures of previous advances.
- b. A request for an advance of funds must be submitted in writing to the State Hazard Mitigation Officer. The request must be made using the request for funds form. Request for funds should be made at least 4 – 6 weeks prior to the identified need, and should be expended within thirty (30) days of receipt.

Grantee Initials

*[Handwritten initials]*

Date

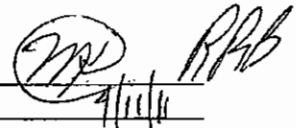
4/11/11

## 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 grantee must be returned to Homeland Security and Emergency Management if the grant agreement is terminated for any reason other than completion of the project.
3. The Town of New London agrees to have an audit conducted in compliance with OMB Circular A-133, if applicable. If a compliance audit is not required, at the end of each audit period the Town of New London will certify in writing that they have not expended the amount of federal funds that would require a compliance audit (\$500,000). If required, they will forward for review and clearance a copy of the completed audit(s) to the Department of Safety, Division of Homeland Security and Emergency Management.

Additionally, they have notified or will notify their auditor of the above requirements prior to performance of the audit. They 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. They will advise the auditor to cite specifically that the audit was done in accordance with OMB Circular A-133. They will also ensure that all records concerning this grant will be kept on file for a minimum of 4 years from the end of this audit period.

Handwritten initials "MP" and "RAB" are written over the signature line. The date "9/11/11" is written over the date line.



**FEMA**

March 8, 2011

Mr. Christopher Pope, Director  
New Hampshire Department of Homeland Security and Emergency Management  
33 Hazen Drive  
Concord, NH 03305

Re: FEMA-DR-1695-NH  
Hazard Mitigation Grant Program (HMGP) Project # 29R  
Lamson Lane Culvert Upgrade Project, New London, NH

Dear Mr. Pope:

Enclosed please find the Regional Environmental Officer's Record of Environmental Consideration (REC) and the Allocation, Obligation, Financial Activity and Project Management reports for the following Hazard Mitigation Grant Program project:

1695-29R	Town of New London	
	Lamson Lane Culvert Upgrade Project	\$ 261,000
	HM subgrantee admin	\$ 7,960
	HM grantee admin	\$ 2,690
	<b>Total:</b>	<b>\$ 271,650</b>

If you have any questions, please do not hesitate to call Judith Maloney with the FEMA Region I Mitigation Division at (617) 832-4797.

Sincerely,

  
Kevin M. Merli, Director  
Mitigation Division

Enclosures



TOWN OF  
NEW LONDON, NEW HAMPSHIRE

375 MAIN STREET • NEW LONDON, NH 03257 • WWW.NL-NH.COM

**BOARD OF SELECTMEN  
MEETING MINUTES  
April 11, 2011**

**PRESENT:**

Mark Kaplan, Chair, Board of Selectmen  
Peter Bianchi, Selectman  
Jessie Levine, Town Administrator

**NOT PRESENT:**

Tina Helm, Selectmen

**ALSO PRESENT:**

Linda Hardy, Town Clerk/Tax Collector  
Jack Harrod, Resident of New London & Chair of the Energy Committee  
Jim Wheeler, New London Resident and Chair of Budget Committee  
Pat Trader, Reporter for the Intertown Record  
Bob & DJ Lavoie, New London Resident  
Bill Green, New London Resident  
Rich Anderson, New London Resident  
Renata Kanlyn, New London Resident  
Bruce Hudson, New London Resident

Chair Kaplan called the meeting to order at 6pm.

Ms. Levine indicated that Mr. Aney, the first item on the agenda, would not be attending, due to the fact that the audit report he was to present had not been finished. They would postpone this agenda item for two weeks.

**Minutes of March 28, 2011**

IT WAS MOVED (Peter Bianchi) AND SECONDED (Mark Kaplan) to approve the minutes of March 28, 2011, as circulated. THE MOTION WAS APPROVED UNANIMOUSLY.

**Minutes of April 2, 2011 – CAC Meeting**

IT WAS MOVED (Peter Bianchi) AND SECONDED (Mark Kaplan) to approve the minutes of April 2, 2011, as amended. THE MOTION WAS APPROVED UNANIMOUSLY.

**Minutes of April 4, 2011**

IT WAS MOVED (Peter Bianchi) AND SECONDED (Mark Kaplan) to approve the minutes of April 4, 2011, as amended. THE MOTION WAS APPROVED UNANIMOUSLY.

**Beach and Parking Ordinance**

Ms. Levine said that she, Linda Hardy, and Chad Denning met, following the last meeting regarding this issue. She had sent them a memo about questions that arose and where they were currently.



Ms. Levine summarized what it sounded that the consensus was among the board: One temporary tag per property owner, and one temporary stump dump sticker. She wondered if businesses would get a sticker for just the owner of the business, as well as a hang tag for their guests, or if they would get just a sticker. Mr. Bianchi didn't think it was a big deal.

Chair Kaplan preferred that business not receive a hang tag for guests. Also, no transfer stickers should be given for those who own land only in New London, but they would qualify for a hang tag and a temporary stump dump pass.

Mr. Lavoie said that the simpler solution would be to have the same ordinance for dump sticker and beach use. Ms. Levine agreed that this was a good theory, but it costs much less for people to use the beach than it does to use the transfer station. After some discussion, it was decided that hotels and inns in New London would receive one temporary beach pass per two rooms. The passes would have a different color each year so that expired tags would be easily noted.

Ms. Levine said that the beach ordinance would go to public hearing on May 2<sup>nd</sup> along with the parking ordinance. She noted that the old ordinance that was approved on 1/1/2000 referred to the bylaws of the public beaches, which doesn't even exist. This would be changed in this new ordinance.

\* Lamson Lane Grant

Ms. Levine said that the State Office of Emergency Management and Homeland Security had sent them a document that needed to be signed to accept the grant for work to be done on Lamson Lane. They would get 75% of the funding and the town would need to match with 25%. She indicated that the first part would be to go and do the design and construction, and then they would need to go to Town Meeting to get approval for further funding, unless enough had already been appropriated. The application had to be signed in order to accept the funds from FEMA. The project is currently estimated at \$348,000 and Ms. Levine said that this number hadn't changed since Town Meeting.

Mr. Bianchi said as long as they get the engineering done they'd have to go back to the Town for further funding, as the project had to be completed by 12/31/12. Ms. Levine said that quarterly reports would need to be filed out and then a closeout of the project would need to be done. Mr. Bianchi asked if either party could void the project within 30 days of signing. Ms. Levine answered in the affirmative, and also confirmed that the Davis Bacon act wasn't in the agreement. The Elkins Municipal Agreement includes the US codes, civil rights act, etc. but doesn't come out and say they have to abide by the Davis Bacon act.

Elkins Hydro Contract

Ms. Levine noted that she had the contract from Jay Bowari in hand and that they would sign it that night.

Municipal Agreement from DOT – Elkins Grant

Ms. Levine said that this agreement had come in so she could now re-assure Mr. Bianchi that they are not locked into anything. Page 5 gave this information and the stipulations for completing the project and keeping the grant. Mr. Bianchi was concerned that at Town Meeting there were questions brought up about the project and he thought they should meet with the Elkins townspeople. Ms. Levine said that they can't do any engineering without getting the Notice to Proceed. She also didn't think they shouldn't talk to the people of Elkins without an engineer present to answer questions. She thought it was important to have whoever is working for them be able to address the issues that may come up from the people. Mr. Bianchi asked if there was a strong feeling not to go forward with the project, could they stop. Ms. Levine said that Town Meeting overwhelmingly approved this project.

# TITLE I

## THE STATE AND ITS GOVERNMENT

### CHAPTER 21-P

#### DEPARTMENT OF SAFETY

#### Homeland Security and Emergency Management

##### Section 21-P:43

**21-P:43 Appropriations and Authority to Accept Services, Gifts, Grants, and Loans.** – Each political subdivision may make appropriations in the manner provided by law for making appropriations for the ordinary expenses of such political subdivision for the payment of expenses of its local organization for emergency management. Whenever the federal government or any federal agency or officer offers to the state, or through the state to any of its political subdivisions, services, equipment, supplies, materials, or funds by way of gift, grant, or loan for purposes of emergency management the state, acting through the governor, commissioner, or such political subdivision, acting with the consent of the governor and through its executive officer, city council, or board of selectmen, may accept such offer, subject to the terms of the offer and the rules and regulations, if any, of the agency making the offer. Whenever any person, firm or corporation offers to the state or to any of its political subdivisions services, equipment, supplies, materials, or funds by way of gift, grant, or loan for purposes of emergency management the state, acting through the governor, or such political subdivision, acting through its executive officer, city council, or board of selectmen, may accept such offer, subject to its terms.

**Source.** 2002, 257:7, eff. July 1, 2002.