



State of New Hampshire

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

JOHN J. BARTHELMES
COMMISSIONER

January 31, 2013

The Honorable Mary Jane Wallner, Chairman
Fiscal Committee of the General Court
State House
Concord, New Hampshire 03301

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

Requested Actions

1. Pursuant to RSA 14:30-a VI, the Department of Safety, Division of Homeland Security and Emergency Management, requests authorization to accept and expend Hazard Mitigation Grant Program (HMGP) funds from the Federal Emergency Management Agency (FEMA) in the amount of \$2,210,557.00 for the implementation of cost effective mitigation projects. Effective upon Fiscal Committee and Governor and Council approvals through June 30, 2013. Funding Source: 100% Federal Funds.

Funds will be budgeted in an account titled HMGP DR 4026 TS Irene:

02-23-23-236010-29200000 Dept. of Safety HSEM HMGP DR 4026 TS Irene

Class	Description	Current SFY 2013 Adjusted Authorized	Requested Action	Revised SFY 2013 Adjusted Authorized
000-404805	Federal Funds	(00.00)	(\$2,210,557.00)	(\$2,210,557.00)
018 - 500106	Overtime	0.00	5,000.00	5,000.00
020 - 500200	Current Expense	0.00	5,000.00	5,000.00
030 - 500311	Equipment New/Replacement	0.00	10,000.00	10,000.00
040 - 500800	Indirect Costs	0.00	11,430.00	11,430.00
041 - 500801	Audit Fund Set Aside	0.00	2,215.00	2,215.00
060 - 500602	Benefits	0.00	1,000.00	1,000.00
070 - 500704	In State Travel Reimbursement	0.00	1,000.00	1,000.00
072 - 500574	Grants Federal	0.00	2,107,500.00	2,107,500.00
080- 500710	Out of State Travel	0.00	2,500.00	2,500.00
246- 500792	Grantee Administrative Costs	0.00	64,912.00	64,912.00
Org 2920 Totals		\$0.00	\$2,210,557.00	\$2,210,557.00

The Honorable Mary Jane Wallner, Chairman
Fiscal Committee of the General Court

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Council

January 31, 2013

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2. Subject to approval by Fiscal Committee and Governor and Council in item #1 and Pursuant to RSA 21-P:43, the Department of Safety, Division of Homeland Security and Emergency Management requests authorization to enter into a grant agreement with the Town of Conway (VC# 177377-B001), Conway, NH for a total amount of \$554,102.000 for implementation of projects identified through the evaluation of natural hazards, specifically projects within Transvale Acres. Effective upon Governor and Council approval through January 29, 2016. Funding source: 100% Federal Funds.

Funding is available in the SFY 2013 operating budget as follows:

02-23-23-236010-29200000	Dept. of Safety	HSEM	Hazard Mitigation Grant Program
072-500574	Grants-Federal – Grants to local Gov't – Federal		\$554,102.00

Explanation

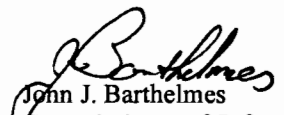
With this grant, the town proposes to acquire residences located within Transvale Acres, demolish the homes and return the area into green space to eliminate the extensive and chronic flooding caused by properties being in the floodway of the Saco River.

The Hazard Mitigation Grant Program (HMGP) provides funding to states and communities (sub-applicants) 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 and a 25% applicant soft-match. The sub-applicants will provide and document the program match requirements.

The State of New Hampshire solicits applications statewide. Notification of the 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 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.

There are no General Funds required with this request. In the event that HMGP funds become 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



FEMA

October 24, 2012

Mr. Christopher Pope, Director
NH Department of Homeland Security and Emergency Management
33 Hazen Drive
Concord, New Hampshire 03301

Re: 12-Month Final Lock-In
FEMA-4026-DR-NH
Hazard Mitigation Grant Program (HMGP)

Dear Director Pope:

Under Section 404 of the Stafford Act, as amended, 75% Federal funding is authorized for hazard mitigation measures. As a condition of receiving Federal disaster assistance, measures must be cost-effective, environmentally acceptable and be consistent with the strategies and recommendations identified in your State Hazard Mitigation Plan. Funding for mitigation projects under the HMGP is based on 15% of the estimated aggregate amount of grants made under the Stafford Act. The 12-month final lock-in of \$2,107,500 in Federal funding is available for the HMGP under FEMA-4026-DR-NH. A breakdown of funding is listed below:

5% PROJECTS	\$ 105,375
7% PROJECTS	\$ 147,525
REGULAR PROJECTS	\$ 1,854,600
12-MONTH LOCK-IN	\$ 2,107,500
STATE MANAGEMENT COSTS	\$ 103,057

This calculation is based on the 12-month estimate as reported by the authorized disaster assistance programs. This is the final 12-month lock-in for FEMA-4026-DR-NH. Final applications or amendments for new mitigation projects must have been submitted to the FEMA Region I Hazard Mitigation Division by **September 3, 2012**. Please forward a SF-424 to cover the funding request. If you have any questions, please contact me.

Sincerely,

Dean J. Savramis
Mitigation Division Director
FEMA Region I

Cc: Lance Harbour, HSEM



FEMA

January 29, 2013

Perry Plummer, Acting Director
Homeland Security and Emergency Management
33 Hazen Dr.
Concord, NH 03305

Re: FEMA-4026-DR-NH
Hazard Mitigation Grant Program (HMGP) Project # 3-R
Transvale Acres Floodplain Acquisition, Conway, NH

Dear Director Plummer:

Enclosed please find the obligation reports for the following HMGP grant:

4026-3-R	Town of Conway, New Hampshire Transvale Acres Floodplain Acquisition	\$ 554,102
	Total:	\$ 554,102

The project performance period shall be three years from the date of this letter.

If you have any questions, please do not hesitate to call Stephanie Leydon with the FEMA Region I Mitigation Division at (617) 832-4766.

Sincerely,

Dean J. Savramis
Director, Mitigation Division
FEMA Region I

Cc: Beth Peck, Acting SHMO, NH HSEM

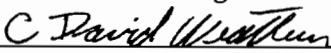
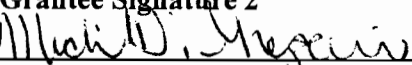
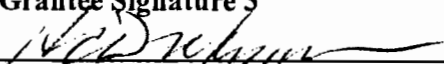
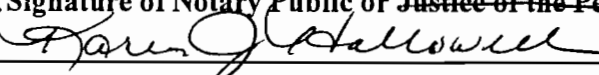
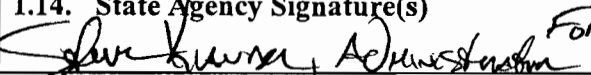
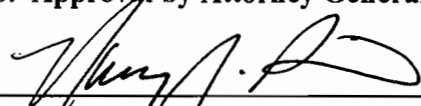
Enclosures

GRANT AGREEMENT

The State of New Hampshire and the Grantee hereby mutually agree as follows:

GENERAL PROVISIONS

1. Identification and Definitions.

1.1. State Agency Name NH Department of Safety, Homeland Security and Emergency Management		1.2. State Agency Address 33 Hazen Drive Concord, NH 03305	
1.3. Grantee Name Town of Conway		1.4. Grantee Address 1634 East Main Street, Center Conway, NH 03813	
1.5. Effective Date G&C Approval	1.6. Completion Date January 29, 2016	1.7. Audit Date N/A	1.8. Grant Limitation \$554,102.00
1.9. Grant Officer for State Agency Elizabeth R. Peck		1.10. State Agency Telephone Number (603) 223-3655	
"By signing this form we certify that we have complied with any public meeting requirement for acceptance of this grant, including if applicable RSA 31:95-b."			
1.11. Grantee Signature 1 		1.12. Name & Title of Grantee Signor 1 C. David Weathers, Chair / Selectman	
Grantee Signature 2 		Name & Title of Grantee Signor 2 Michael DiGregorio, Vice Chair/Selectman	
Grantee Signature 3 		Name & Title of Grantee Signor 3 Howard C. Dickinson, Selectman	
1.13. Acknowledgment: State of New Hampshire, County of Carroll, on 1/29/13, 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.			
1.13.1. Signature of Notary Public or Justice of the Peace (Seal) 		KAREN J HALLOWELL, NOTARY PUBLIC My Commission Expires Sept 28, 2014	
1.13.2. Name & Title of Notary Public or Justice of the Peace			
1.14. State Agency Signature(s) 		1.15. Name & Title of State Agency Signor(s) John T. Beardmore, Director of Administration	
1.16. Approval by Attorney General (Form, Substance and Execution) By:  Assistant Attorney General, On: 1/31/2013			
1.17. Approval by Governor and Council 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 Grantee identified in block 1.3 (hereinafter referred to as "the Grantee"), 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").

Grantee Initials

Page 1 of 6

HCW 1-29-13
HCW 1-29-13

Date 1-29-13

3. AREA COVERED. Except as otherwise specifically provided for herein, the Grantee 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 in block 1.5 or on the date of approval of this Agreement by the Governor and Council of the State of New Hampshire whichever is later (hereinafter referred to as "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 1.6 (hereinafter referred to as "the Completion Date").
5. GRANT AMOUNT: LIMITATION ON AMOUNT: VOUCHERS: PAYMENT.
- 5.1. 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 Grantee the Grant Amount. The State shall withhold from the amount otherwise payable to the Grantee 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 Grantee for all expenses, of whatever nature, incurred by the Grantee in the performance hereof, and shall be the only, and the complete, compensation to the Grantee for the Project. The State shall have no liabilities to the Grantee other than the Grant Amount.
- 5.5. 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 GRANTEE WITH LAWS AND REGULATIONS. In connection with the performance of the Project, the Grantee 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 Grantee, including the acquisition of any and all necessary permits.
7. RECORDS and ACCOUNTS.
- 7.1. Between the Effective Date and the date seven (7) years after the Completion Date the Grantee 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 seven (7) years after the Completion Date, at any time during the Grantee's normal business hours, and as often as the State shall demand, the Grantee shall make available to the State all records pertaining to matters covered by this Agreement. The Grantee 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, "Grantee" includes all persons, natural or fictional, affiliated with, controlled by, or under common ownership with, the entity identified as the Grantee in block 1.3 of these general provisions.
8. PERSONNEL.
- 8.1. The Grantee shall, at its own expense, provide all personnel necessary to perform the Project. The Grantee 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 Grantee 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.
- 9.1. As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations,
- 9.2. computer programs, computer printouts, notes, letters, memoranda, paper, and documents, all whether finished or unfinished.
- 9.3. Between the Effective Date and the Completion Date the Grantee 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 purpose whatsoever.
- 9.4. No data shall be subject to copyright in the United States or any other country by anyone other than the State.
- 9.5. 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.
10. CONDITIONAL NATURE OR AGREEMENT. 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. 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 Grantee notice of such termination.
11. EVENT OF DEFAULT: REMEDIES.
- 11.1. Any one or more of the following acts or omissions of the Grantee 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 Grantee 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 Grantee notice of termination; and
- 11.2.2 Give the Grantee a written notice specifying the Event of Default and suspend all payments to be made under this Agreement and ordering that the portion of Grant Amount which would otherwise accrue to the grantee during the period from the date of such notice until such time as the State determines that the Grantee has cured the Event of Default shall never be paid to the Grantee; and
- 11.2.3 Set off against any other obligation the State may owe to the Grantee 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 Grantee 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 Grantee 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 Grantee from any and all liability for damages sustained or incurred by the State as a result of the Grantee'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 Grantee hereunder, the Grantee, may terminate this Agreement without cause upon thirty (30) days written notice.
13. CONFLICT OF INTEREST. No officer, member of employee of the Grantee, 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

- 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. 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 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 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 Conway is being provided a hazard mitigation grant in the amount of \$554,102.00 to acquire and demolish properties within Transvale Acres.

The town proposes to acquire residences located within Transvale Acres, demolish the homes and return the area into green space to eliminate the extensive and chronic flooding caused by properties being in the floodway of the Saco River.

All work and the closeout of this project will be completed by January 29, 2016.

II. PROJECT REVIEW and CONDITIONS

The Town of Conway shall comply with the project review and conditions as identified by the Federal Emergency Management Agency (FEMA). The FEMA Record of Environmental Consideration is attached to this agreement.

The Town of Conway shall submit quarterly progress reports starting with the quarter ending April 17, 2013. These reports shall continue until the project is closed out.

The Town of Conway is responsible for the 25% cost share, which is \$184,701.00. The Town of Conway shall clearly identify and document the cost share and retain all associated records for a period of seven years from the date of project closeout.

Grantee Initials MD CRO
Date 1-24-13
1-29-13
MD 1-29-13

EXHIBIT B

GRANT AMOUNT AND METHOD OF PAYMENT

I. GRANT AMOUNT

4026 HMGP

	Applicant Share	Grant (Federal Funds)	Cost Totals
Project Cost	\$184,701.00	\$554,102.00	\$ 738,803.00
Column Totals	\$184,701.00	\$554,102.00	\$ 738,803.00
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 Conway based on expenditures necessary to start the project. Additional advances may be requested contingent upon documented expenditure 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.

EXHIBIT C

SPECIAL PROVISIONS

- I. This grant agreement may be terminated upon thirty (30) days written notice by either party.
- II. 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.
- III. The Town of Conway 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 Conway 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 7 years from the end of this audit period.

Minutes of Meeting
CONWAY BOARD OF SELECTMEN
January 29, 2013

The Selectmen's Meeting convened at 4:18 p.m. in the Meeting Room of Conway Town Hall with the following present: Selectmen, C. David Weathers (Chair), Michael DiGregorio, Howard C. Dickinson, Mary Carey Seavey and Stacy Sand, Town Manager, Earl W. Sires and Recording Secretary, Karen Hallowell.

EXCERPT FROM THE DRAFT MINUTES

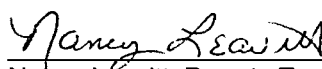
APPROVAL OF FEMA GRANT: TRANSVALE BUYOUT

Mr. Sires advised that we have received good news regarding the FEMA grant for the Transvale Buyout. We had a snag in the process recently and FEMA had advised an historic review needed to be done. The State of New Hampshire's Historic Preservation office has done a good job of getting this information turned around timely. If the Board approves this FEMA grant tonight, officials will pick up the paperwork tomorrow and , hopefully, get this on the next Governor and Council agenda.

Mr. Sires next advised that a meeting was held last Thursday with Transvale people who are signed up for this program. This meeting was to let them know the timing of the project and to answer questions. Some property owners do still have some things to do to get themselves ready to go. When the grant funds are received, we will need to balance the fact that some folks are in a critical living situation and that some need help sooner than others. There are fourteen homes to purchase this year and so we are going to try to get to those in need the most first. Some properties do have encumbrances and this may slow down the process. Mr. Sires further reviewed that during the taking process, the town will have to go through its regular process of getting recommendations from the Conservation Commission and Planning Board, etc.

Mr. Sires next reviewed the information for the grant with the Board. Mr. Sires stated if the Board chooses to approve this grant a motion should be made for same. **Ms. Sand moved, seconded by Mr. Dickinson, that we approve the hazard mitigation grant agreement with the NH Department of Safety, Homeland Security and Emergency management for the Transvale Acres Buy out project. The purpose of this project is to acquire and demolish properties that are located in the floodplain and floodway. Project funding totals \$738,803 with \$554,102 coming from the NH HSEM grant and a local match of \$184,701 which is the proceeds from the award of a Community Development Block Grant. The motion carried unanimously.**

True copy attest of an excerpt of the draft minutes
of the 1/29/13 Conway Board of Selectmen meeting


Nancy Leavitt, Deputy Town Clerk

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.

Participating Member: <i>All Members List Attached</i>		Companies Affording Coverage (the "Companies"): 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)
☒ General Liability (Member Agreement Section III.A)	7/1/2012	6/30/2013	Each Occurrence
			General Aggregate
			Personal & Adv Injury
			Med Exp (any one person)
			Products - Comp/Op Agg
			Fire Damage (each fire)
☒ Automobile Liability (Member Agreement Section III.A) ☐ Any Auto ☐ All Owned Autos ☐ Scheduled Autos ☐ Hired Autos ☐ Non-Owned Autos ☐ Other _____	7/1/2012	6/30/2013	Each Occurrence
			Bodily Injury (per person)
			Bodily Injury (per accident)
			Property Damage (per accident)
☐ Excess Liability			Each Occurrence
			Aggregate
☒ Property (All Risk including Theft) (Member Agreement Section I) Deductible: \$1,000	7/1/2012	6/30/2013	\$Per scheduled limits and Member Agreement
☐ Workers Compensation (Coverage A) Employers' Liability (Coverage B)			☐ Statutory / Cov. A
			Each Accident / Cov. B
			Disease - Each Employee
			Disease - Policy Limit
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.

☐ Additional Covered Party ☐ 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.*		
Certificate Holder: State of New Hampshire Department of Safety 33 Hazen Drive Concord, NH 03301	Companies 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.

Somersworth School District
Souhegan Regional Landfill District
Southeast Regional Refuse Disposal
Southeastern NH Hazardous Materials Mutual Aid District
Southern NH Planning Commission
Southern NH Special Operations Unit
Spofford Fire District
Strafford Regional Planning
Stratham School District
Strong Foundations Charter School
Surry Village Charter School
Swains Lake Village Water
SWNH Fire Mutual Aid
Thornton School District
Tilton-Northfield Fire Department
Town of Acworth
Town of Albany
Town of Alexandria
Town of Allenstown
Town of Alton
Town of Andover
Town of Antrim
Town of Atkinson
Town of Barnstead
Town of Barrington
Town of Bartlett
Town of Bath
Town of Bennington
Town of Benton
Town of Bethlehem
Town of Bradford
Town of Brentwood
Town of Brookfield
Town of Brookline
Town of Campton
Town of Canterbury
Town of Carroll
Town of Center Harbor
Town of Charlestown
Town of Chatham
Town of Chester
Town of Chesterfield
Town of Chichester
Town of Clarksville
Town of Colebrook
Town of Columbia
Town of Conway

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 COMPANY A 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.

Participating Member: Town of Conway Member Number: 147-122887 - 13		Company Affording Coverage (the "Company"): Local Government Center Property-Liability Trust, LLC P.O. Box 617, Concord, NH 03302-0617	
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Coverage (Occurrence basis only):	Effective Date (mm/dd/yy)	Expiration Date (mm/dd/yy)	Limits (subject to applicable NH statutory limits)
☐ 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 \$
			Fire Damage (each fire) \$
☐ Automobile Liability (Member Agreement Section III.A) ☐ Any Auto ☐ All Owned Autos ☐ Scheduled Autos ☐ Hired Autos ☐ Non-Owned Autos ☐ Other _____			Each Occurrence \$ 5,000,000
			Bodily Injury (per person) \$
			Bodily Injury (per accident) \$
			Property Damage (per accident) \$
☐ Excess Liability			Each Occurrence \$ N/A
			Aggregate \$ N/A
☐ Property (All Risk including Theft) (Member Agreement Section I) Deductible: \$1,000			\$Per scheduled limits and Member Agreement
☒ Workers' Compensation (Coverage A) Employers' Liability (Coverage B)	1/1/2013	12/31/2013	Coverage A: Statutory
			Cov. B: Each Accident \$ 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.

☐ Additional Covered Party ☐ Loss Payee, as his, her or its interests appear		
<i>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.*</i>		
Certificate Holder: State Hazard Mitigation Planner 33 Hazen Drive Concord NH 03301	Companies By: <u>Debra A. Lewis</u> Authorized Representative Date Issued: <u>1/29/2013</u>	Please direct inquiries to: Debra A. Lewis 603.224.7447 x3332

*Terms in quotes are defined in the Member Agreement.

Somersworth School District
Souhegan Regional Landfill District
Southeast Regional Refuse Disposal
Southeastern NH Hazardous Materials Mutual Aid District
Southern NH Planning Commission
Southern NH Special Operations Unit
Spofford Fire District
Strafford Regional Planning
Stratham School District
Strong Foundations Charter School
Surry Village Charter School
Swains Lake Village Water
SWNH Fire Mutual Aid
Thornton School District
Tilton-Northfield Fire Department
Town of Acworth
Town of Albany
Town of Alexandria
Town of Allenstown
Town of Alton
Town of Andover
Town of Antrim
Town of Atkinson
Town of Barnstead
Town of Barrington
Town of Bartlett
Town of Bath
Town of Bennington
Town of Benton
Town of Bethlehem
Town of Bradford
Town of Brentwood
Town of Brookfield
Town of Brookline
Town of Campton
Town of Canterbury
Town of Carroll
Town of Center Harbor
Town of Charlestown
Town of Chatham
Town of Chester
Town of Chesterfield
Town of Chichester
Town of Clarksville
Town of Colebrook
Town of Columbia
* Town of Conway *



FEMA

January 29, 2013

Perry Plummer, Acting Director
Homeland Security and Emergency Management
33 Hazen Dr.
Concord, NH 03305

Re: FEMA-4026-DR-NH
Hazard Mitigation Grant Program (HMGP) Project # 3-R
Transvale Acres Floodplain Acquisition, Conway, NH

Dear Director Plummer:

Enclosed please find the obligation reports for the following HMGP grant:

4026-3-R	Town of Conway, New Hampshire Transvale Acres Floodplain Acquisition	\$ 554,102
	Total:	\$ 554,102

The project performance period shall be three years from the date of this letter.

If you have any questions, please do not hesitate to call Stephanie Leydon with the FEMA Region I Mitigation Division at (617) 832-4766.

Sincerely,

Dean J. Savramis
Director, Mitigation Division
FEMA Region I

Cc: Beth Peck, Acting SHMO, NH HSEM

Enclosures

TITLE I

THE STATE AND ITS GOVERNMENT

CHAPTER 14

LEGISLATIVE OFFICERS AND PROCEEDINGS

Legislative Budget Assistant

Section 14:30-a

14:30-a Fiscal Committee. –

I. There is hereby established a fiscal committee of the general court. Said committee shall consist of 10 members. Five shall be members of the house as follows: the chairperson of the finance committee and 2 other members of the committee, appointed by the chairperson; and 2 other house members appointed by the speaker of the house. Five members shall be members of the senate as follows: the chairperson of the finance committee and 2 other members of that committee, appointed by the chairperson; and 2 other senators appointed by the senate president. The chairperson of the house finance committee shall be the chairperson of the fiscal committee.

II. The committee shall, while the general court is in session and during the interim, consult with, assist, advise, and supervise the work of the legislative budget assistant, and may at its discretion investigate and consider any matter relative to the appropriations, expenditures, finances, revenues or any of the fiscal matters of the state. The members shall be paid the regular legislative mileage during the interim while engaged in their work as members of the committee.

III. The fiscal committee shall consider recommendations proposed to it by the legislative performance audit and oversight committee established under RSA 17-N:1. The fiscal committee shall adopt all recommendations proposed to it as provided in RSA 17-N:1, III by the performance audit and oversight committee unless the fiscal committee refuses by unanimous vote to adopt such recommendations.

IV. [Repealed.]

V. [Repealed.]

VI. Any non-state funds in excess of \$50,000, whether public or private, including refunds of expenditures, federal aid, local funds, gifts, bequests, grants, and funds from any other non-state source, which under state law require the approval of governor and council for acceptance and expenditure, may be accepted and expended by the proper persons or agencies in the state government only with the prior approval of the fiscal committee.

Source. 1965, 239:19. 1987, 416:7. 1989, 396:13; 408:2. 1991, 346:18, I. 1995, 9:8, eff. June 11, 1995. 2005, 177:11, eff. July 1, 2005. 2006, 290:21, eff. June 15, 2006.

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.