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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

March 7, 2018

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, New Hampshire 03305

Requested Action

Authorize the New Hampshire Department of Safety, Division of Fire Safety to **retroactively** enter into a grant agreement with the City of Nashua (VC# 177441-B006) in the amount of \$11,414.00 for activities that increase State and local effectiveness in handling hazardous materials incidents, enhance implementation of the Emergency Planning and Community Right-to-Know Act (EPCRA), and encourage a comprehensive approach to emergency training and planning. Effective upon Governor and Council approval for the period of January 17, 2018 through September 30, 2018. Funding Source: 100% Federal Funds.

Funding is available in the SFY 2018 operating budget as follows with the authority to adjust between fiscal years through the Budget Office if needed and justified.

02-23-23-238010-53110000	Dept. of Safety – Division of Fire Safety – HMEP Grant	
072-500574	Grants to Local Gov't – Federal	
Activity Code: HMEP 2018		\$ 8,145.00
Activity Code: HMEP 2017		<u>3,269.00</u>
		\$11,414.00

Explanation

This request is **retroactive** due to a misunderstanding regarding the cumulative amount rule as it pertains to different types of grants. Governor and Council approval is being sought as the amount of this Hazardous Materials Emergency Preparedness (HMEP) grant plus the amount of a previously approved Pre-Disaster Mitigation (PDM) grant yield a total amount above the Governor and Council approval threshold. The Department of Safety is reconfiguring the paradigm for entering request items into the agency's tracking system to prevent a recurrence in the future.

The purpose of this grant agreement is to provide assistance to the City of Nashua to complete two (2) projects. The first project is to assist the Local Emergency Planning Committee (LEPC)/Souhegan Mutual Aid Response Team (SMART) with the development of two (2) incident command "playbooks" for a transportation incident that threatens public water supply and the other for a rail transportation incident along the Capital Corridor including the Nashua rail yard.

The second project will allow four (4) individuals (the Hazmat Deputy Chief, Hazmat Captain, Director of Emergency Management and the Emergency Management Coordinator) to attend the 2018 International Association of Fire Chiefs (IAFC) Hazmat Response Teams Annual Conference. This grant will cover the costs of airfare, lodging, conference expenses, and per diem expenses.

The Hazardous Materials Emergency Preparedness (HMEP) Grants are 80% federally funded by the US Department of Transportation (DOT)/Pipeline and Hazardous Materials Safety Administration (PHMSA) with a 20% match requirement supplied by the subrecipient. The subrecipient acknowledges their match obligation as part of Exhibit B to their grant agreement.

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
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Page 2 of 2

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

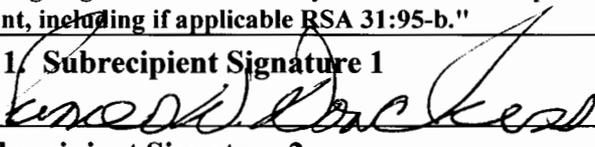
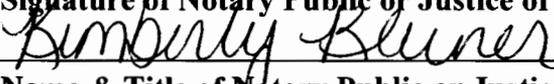
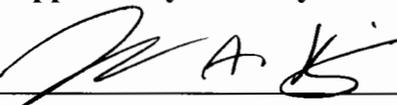
GRANT AGREEMENT

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

GENERAL PROVISIONS

1. Identification and Definitions.

HMEP Grant

1.1. State Agency Name NH Department of Safety Division of Fire Safety		1.2. State Agency Address 33 Hazen Drive Concord, NH 03305	
1.3. Subrecipient Name City of Nashua (Vendor Code: 177441-B006)		1.4. Subrecipient Tel. #/Address 603-722-0288 229 Main Street, Nashua, NH 03060	
1.5 Effective Date Business Office Approval	1.6. Account Number AU #53110000	1.7. Completion Date September 30, 2018	1.8. Grant Limitation \$11,414.00
1.9. Grant Officer for State Agency Cindy Richard, HMEP Program Manager J. William Degnan, Director/State Fire Marshal		1.10. State Agency Telephone Number (603) 223-3627 (603) 223-4289	
"By signing this form we certify that we have complied with any public meeting requirement for acceptance of this grant, including if applicable RSA 31:95-b."			
1.11. Subrecipient Signature 1 		1.12. Name & Title of Subrecipient Signor 1 James Doxness Mayor	
Subrecipient Signature 2		Name & Title of Subrecipient Signor 2	
Subrecipient Signature 3		Name & Title of Subrecipient Signor 3	
1.13. Acknowledgment: State of New Hampshire, County of Hillsborough, on 7/26/17, 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)  KIMBERLY KLEINER, Notary Public State of New Hampshire My Commission Expires June 15, 2021			
1.13.2. Name & Title of Notary Public or Justice of the Peace Kimberly Kleiner			
1.14. State Agency Signature(s) By:  On: 1/17/18		1.15. Name & Title of State Agency Signor(s) Steven R. Lavoie, Director of Administration	
1.16. Approval by Attorney General (Form, Substance and Execution) (if G & C approval required) By:  Assistant Attorney General, On: 4/29/18			
1.17. Approval by Governor and Council (if applicable) By: _____ On: 1/1			

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

Subrecipient Initials: 1.) 

2.) _____

3.) _____

Date: 7/26/17

3. AREA COVERED. Except as otherwise specifically provided for herein, the Subrecipient shall perform the Project in, and with, the State of New Hampshire.

4. EFFECTIVE DATE: COMPLETION OF PROJECT.

4.1. This Agreement, and all obligations of the parties hereunder, shall become effective on the date of approval of this Agreement by the Governor and Council of the State of New Hampshire if required (block 1.17), or upon signature by the State Agency as shown in block 1.14 ("the effective date").

4.2. Except as otherwise specifically provided herein, the Project, including all reports required by this Agreement, shall be completed in its entirety prior to the date in block 1.7 (hereinafter referred to as "the Completion Date").

5. GRANT AMOUNT; LIMITATION ON AMOUNT; VOUCHERS; 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 Subrecipient the Grant Amount. The State shall withhold from the amount otherwise payable to the Subrecipient under this subparagraph 5.3 those sums required, or permitted, to be withheld pursuant to N.H. RSA 80:7 through 7-c.

5.4. The payment by the State of the Grant amount shall be the only, and the complete payment to the Subrecipient for all expenses, of whatever nature, incurred by the Subrecipient in the performance hereof, and shall be the only, and the complete, compensation to the Subrecipient for the Project. The State shall have no liabilities to the Subrecipient other than the Grant Amount.

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 SUBRECIPIENT WITH LAWS AND REGULATIONS.

In connection with the performance of the Project, the Subrecipient shall comply with all statutes, laws regulations, and orders of federal, state, county, or municipal authorities which shall impose any obligations or duty upon the Subrecipient, including the acquisition of any and all necessary permits.

7.1. RECORDS and ACCOUNTS.

Between the Effective Date and the date three (3) years after the Completion Date the Subrecipient shall keep detailed accounts of all expenses incurred in connection with the Project, including, but not limited to, costs of administration, transportation, insurance, telephone calls, and clerical materials and services. Such accounts shall be supported by receipts, invoices, bills and other similar documents.

7.2. Between the Effective Date and the date three (3) years after the Completion Date, at any time during the Subrecipient's normal business hours, and as often as the State shall demand, the Subrecipient shall make available to the State all records pertaining to matters covered by this Agreement. The Subrecipient shall permit the State to audit, examine, and reproduce such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, data (as that term is hereinafter defined), and other information relating to all matters covered by this Agreement. As used in this paragraph, "Subrecipient" includes all persons, natural or fictional, affiliated with, controlled by, or under common ownership with, the entity identified as the Subrecipient in block 1.3 of these provisions

8.1. PERSONNEL.

The Subrecipient shall, at its own expense, provide all personnel necessary to perform the Project. The Subrecipient warrants that all personnel engaged in the Project shall be qualified to perform such Project, and shall be properly licensed and authorized to perform such Project under all applicable laws.

8.2. The Subrecipient shall not hire, and it shall not permit any subcontractor, subgrantee, or other person, firm or corporation with whom it is engaged in a combined effort to perform the Project, to hire any person who has a contractual relationship with the State, or who is a State officer or employee, elected or appointed.

8.3. The Grant Officer shall be the representative of the State hereunder. In the event of any dispute hereunder, the interpretation of this Agreement by the Grant Officer, and his/her decision on any dispute, shall be final.

9.1. DATA: RETENTION OF DATA: ACCESS.

As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations,

computer programs, computer printouts, notes, letters, memoranda, paper, and documents, all whether finished or unfinished.

9.2. Between the Effective Date and the Completion Date the Subrecipient shall grant to the State, or any person designated by it, unrestricted access to all data for examination, duplication, publication, translation, sale, disposal, or for any other purpose whatsoever.

9.3. No data shall be subject to copyright in the United States or any other country by anyone other than the State.

9.4. On and after the Effective Date all data, and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason, whichever shall first occur.

9.5. The State, and anyone it shall designate, shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, all data.

10. CONDITIONAL NATURE OR AGREEMENT. Notwithstanding anything in this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability or continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available or appropriated funds. In the event of a reduction or termination of those funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Subrecipient notice of such termination.

11. EVENT OF DEFAULT: REMEDIES.

11.1. Any one or more of the following acts or omissions of the Subrecipient shall constitute an event of default hereunder (hereinafter referred to as "Events of Default"):

- 11.1.1 Failure to perform the Project satisfactorily or on schedule; or
- 11.1.2 Failure to submit any report required hereunder; or
- 11.1.3 Failure to maintain, or permit access to, the records required hereunder; or
- 11.1.4 Failure to perform any of the other covenants and conditions of this Agreement.

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

- 11.2.1 Give the Subrecipient a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Subrecipient notice of termination; and
- 11.2.2 Give the Subrecipient a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the Grant Amount which would otherwise accrue to the Subrecipient during the period from the date of such notice until such time as the State determines that the Subrecipient has cured the Event of Default shall never be paid to the Subrecipient; and
- 11.2.3 Set off against any other obligation the State may owe to the Subrecipient any damages the State suffers by reason of any Event of Default; and
- 11.2.4 Treat the agreement as breached and pursue any of its remedies at law or in equity, or both.

12. TERMINATION.

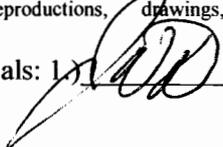
12.1. In the event of any early termination of this Agreement for any reason other than the completion of the Project, the Subrecipient shall deliver to the Grant Officer, not later than fifteen (15) days after the date of termination, a report (hereinafter referred to as the "Termination Report") describing in detail all Project Work performed, and the Grant Amount earned, to and including the date of termination.

12.2. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall entitle the Subrecipient to receive that portion of the Grant amount earned to and including the date of termination.

12.3. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall in no event relieve the Subrecipient from any and all liability for damages sustained or incurred by the State as a result of the Subrecipient's breach of its obligations hereunder.

12.4. Notwithstanding anything in this Agreement to the contrary, either the State or, except where notice default has been given to the Subrecipient hereunder, the Subrecipient, may terminate this Agreement without cause upon thirty (30) days written notice.

13. CONFLICT OF INTEREST. No officer, member of employee of the Subrecipient, and no representative, officer or employee of the State of New Hampshire or of the governing body of the locality or localities in which the Project is to be performed, who exercises any functions or responsibilities in the review or

Subrecipient Initials: 1)  2.) _____

3.) _____

Date: 12/26/17

- approval of the undertaking or carrying out of such Project, shall participate in any decision relating to this Agreement which affects his or her personal interest or the interest of any corporation, partnership, or association in which he or she is directly or indirectly interested, nor shall he or she have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.
14. SUBRECIPIENT'S RELATION TO THE STATE. In the performance of this Agreement the Subrecipient, its employees, and any subcontractor or subgrantee of the Subrecipient are in all respects independent contractors, and are neither agents nor employees of the State. Neither the Subrecipient nor any of its officers, employees, agents, members, subcontractors or subgrantees, shall have authority to bind the State nor are they entitled to any of the benefits, workmen's compensation or emoluments provided by the State to its employees.
 15. ASSIGNMENT AND SUBCONTRACTS. The Subrecipient shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the State. None of the Project Work shall be subcontracted or subgranted by the Subrecipient other than as set forth in Exhibit A without the prior written consent of the State.
 16. INDEMNIFICATION. The Subrecipient shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based on, resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Subrecipient or subcontractor, or subgrantee or other agent of the Subrecipient. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant shall survive the termination of this agreement.
 17. INSURANCE AND BOND.
 - 17.1 The Subrecipient shall, at its own expense, obtain and maintain in force, or shall require any subcontractor, subgrantee or assignee performing Project work to obtain and maintain in force, both for the benefit of the State, the following insurance:
 - 17.1.1 Statutory workmen's compensation and employees liability insurance for all employees engaged in the performance of the Project, and
 - 17.1.2 Comprehensive public liability insurance against all claims of bodily injuries, death or property damage, in amounts not less than \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury or death any one incident, and \$500,000 for property damage in any one incident; and
 - 17.2. The policies described in subparagraph 17.1 of this paragraph shall be the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State, and authorized to do business in the State of New Hampshire. Each policy shall contain a clause prohibiting cancellation or modification of the policy earlier than ten (10) days after written notice thereof has been received by the State.
 18. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event, or any subsequent Event. No express waiver of any Event of Default shall be deemed a waiver of any provisions hereof. No such failure of waiver shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other default on the part of the Subrecipient.
 19. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses first above given.
 20. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Council of the State of New Hampshire, if required, or by the signing State Agency.
 21. CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be construed in accordance with the law of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assignees. The captions and contents of the "subject" blank are used only as a matter of convenience, and are not to be considered a part of this Agreement or to be used in determining the intent of the parties hereto.
 22. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.
 23. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings relating hereto.
 24. SPECIAL PROVISIONS. The additional provisions set forth in Exhibit C hereto are incorporated as part of this agreement.

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

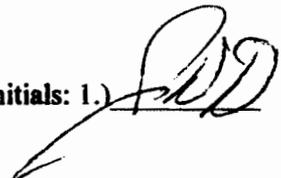
Date: 12/26/17

EXHIBIT A

Scope of Services

1. The Department of Safety, Division of Fire Safety (hereinafter referred to as "the State") is awarding the City of Nashua (hereinafter referred to as "the Subrecipient") \$11,414.00 to provide funding to assist the Local Emergency Planning Committee (LEPC)/Souhegan Mutual Aid Response Team with the development of two (2) incident command "playbooks" for a transportation incident that threatens public water supply and the other for a rail transportation incident along the Capital Corridor including the Nashua rail yard and for costs involved for four (4) individuals attending the 2018 International Hazardous Materials Response Teams Annual Conference.
2. "The Subrecipient" agrees to submit quarterly progress reports within 15 days after each quarter (April 15th, July 15th, and October 15th).
3. "The Subrecipient" agrees that the project grant period ends September 30, 2018 and that a final performance and expenditure report and final reimbursement requests will be sent to "the State" by October 31, 2018.
4. "The Subrecipient" agrees to comply with all applicable federal and state laws, rules, regulations, and requirements.
5. "The Subrecipient" shall maintain financial records, supporting documents, and all other pertinent records for a period of three (3) years from the State's submission of the final expenditure report. In these records, "the Subrecipient" shall maintain documentation of the 20% cost share required by this grant.

Subrecipient Initials: 1.)



2.) _____

3.) _____

Date: 2/7/17

EXHIBIT B

Grant Amount and Method of Payment

1. GRANT AMOUNT

	Applicant Share	Grant (Federal Funds)	Cost Totals
Project Cost	\$2,854.00	\$11,414.00	\$14,268.00
Match Requirements: Project Cost is 80% Federal Funds, 20% Applicant Share			
Awarding Agency: US DOT, Pipeline and Hazardous Materials Safety Administration			
Award Title & #: Hazardous Materials Emergency Preparedness Grant HM-HMP-0533-16-01-00			
Catalog of Federal Domestic Assistance (CFDA) Number: 20.703 (HMEP)			
Sub-Recipient's Data Universal Numbering System (DUNS): 066758343			

2. PAYMENT SCHEDULE

- a. "The Subrecipient" agrees the total payment by "the State" under this grant agreement shall be up to \$11,414.00.
- b. "The State" shall reimburse up to \$11,414.00 to "the Subrecipient" upon "the State" receiving appropriate documentation of expended funds (i.e., copies of invoices, cancelled checks, ledger reports) and proof of match from "the Subrecipient".

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

Date: 12/21/17

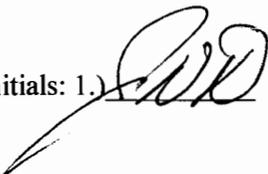
EXHIBIT C

Special Provisions

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

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

Subrecipient Initials: 1.)



2.) _____

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Date: 12/24/17

Exhibit C.1

Special Provisions Addendum

The Sub-recipient agrees to be bound to the same terms and conditions of Circular 2 CFR 200 to which the State of New Hampshire is bound as "Recipient" as specified in Circular 2 CFR 200 at:

Governing statutes and regulations

The administration of this award by PHMSA and the Recipient will be based on the following Federal statutory and regulatory requirements:

- The authorizing language of 49 U.S.C. 5116 et seq.
- The regulations outlined at 49 CFR Part 110.
- 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit

Requirements for Federal Awards.

- Any other applicable Federal statutes and regulations, including, but not limited to the following:
- The Recipient must comply with 49 CFR part 20, "New Restrictions on Lobbying." 49 CFR part 20 is incorporated by reference in this award. 49 CFR part 20 is available at www.gpoaccess.gov/ecfr/ by clicking on Title 49 CFR part 20.
- The Recipient must comply with Title VI of the Civil Right Act of 1964, which provides that no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied benefits of, or be subject to discrimination under any program or activity receiving Federal financial assistance.
- The Recipient must comply with 49 CFR part 21, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964." 49 CFR part 21 is incorporated by reference into this award. 49 CFR part 21 is available at: www.gpoaccess.gov/ecfr/ by clicking on Title 49 CFR part 21.
- The Recipient must comply with 49 CFR part 32, "Governmentwide Requirements for Drug-Free Workplace (Financial Assistance)," which implements the requirements of Public Law 100-690, Title Subtitle D, "Drug-Free Workplace Act of 1988." 49 CFR part 32 is incorporated by reference in this award. 49 CFR part 32 is available at: www.gpoaccess.gov/ecfr/ by clicking on Title 49 CFR part 32.
- No term or condition of this award is intended to require the Recipient to violate any applicable State, Territorial or Tribal law.
- The Recipient must immediately notify PHMSA of any change in local law, conditions, or any other event, including any litigation challenging the validity of, or seeking interpretation of, any Federal law or regulation applicable to the Federal hazmat program, which may significantly affect the Recipient's ability to perform the program in accordance with the terms of this award. The Recipient must also immediately notify PHMSA staff of any decision pertaining to the Recipient's conduct of litigation that may affect DOT interests.

Order of precedence

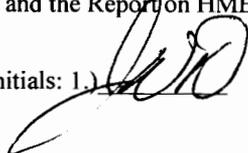
- Any inconsistency or conflict in the terms and conditions specified in this award will be resolved according to the following order of precedence:
- The Federal statute authorizing this award or any other Federal statutes, laws, regulations or directives directly affecting performance of this award.
- Any special terms and conditions of this award contained in Box 14 Remarks.
- General terms and conditions of this award.

The requirements of this award that apply to the Recipient also apply to subrecipients, i.e., entities that are carrying out part of the substantive programmatic activity, unless an exception is specified. In making subawards under the award, the Recipient must apply the Federal cost principles applicable to the particular type of organization concerned.

HMEP Award Accountability Questions

- Recipients must respond to questions regarding award-related activities that took place during the period of performance. These questions are divided between two parts, the Report on Authorized Expenditures and the Report on HMEP Grant Accomplishments. PHMSA Hazmats Awards

Subrecipient Initials: 1.)



2.) _____

3.) 12/26/17

Division staff will email this document to the Recipients near the end of the project period.

~~The HMEP Award Accountability Questions are to be answered and submitted along with the~~

crj 4/2/18
JWD 4/9/18

The HMEP Final Program Narrative

- The narrative portion of the final report allows the Recipient to detail the hazardous materials emergency preparedness Planning and Training activities that were performed during the budget and funded with HMEP award monies.
Recipients of HMEP funds must adhere to the requirements outlined at 2 CFR § 200.330 Subrecipient and contractor determinations and 2 CFR § 200.331 Requirements for pass-through entities.

Reporting Subawards and Executive Compensation

- Reporting of first-tier subawards
Unless you are exempt as provided by Federal law, you must report each action that obligates \$25,000 or more in Federal funds for a subaward to an entity.

Where and when to report:

You must report each obligating action described in the previous paragraph of this award term to <http://www.fsr.gov>. For subaward information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2015, the obligation must be reported by no later than December 31, 2015.)

What to report:

You must report the information about each obligating action that the submission instructions posted at <http://www.fsr.gov> specify. Reporting Total Compensation of Recipient Executives

Applicability and what to report:

You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if: i. The total Federal funding authorized to date under this award is \$25,000 or more; ii. In the preceding fiscal year, you received-

(A) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR § 170.320 (and subawards); and

(B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR § 170.320 (and subawards); and

iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m (a), 78o (d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/excomp.htm>)

Where and when to report:

You must report executive total compensation described in the paragraph entitled "Applicability and what to report" for recipient executives of this award term:

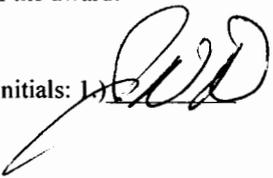
- As part of your registration profile at <https://www.sam.gov/portal/SAM/>.
- By the end of the month following the month in which this award is made, and annually thereafter.

Procurement

- Recipients are to follow the procurement requirements at 2 CFR § 200.317 - Procurement by states. When procuring property and services under a Federal award, a state must follow the same policies and procedures it uses for procurements from its non-Federal funds. The state will comply with § 200.322 Procurement of recovered *materials* and ensure that every purchase order or other contract includes any clauses required by section § 200.326 Contract provisions.
Recipients of HMEP funds must be aware of the procurement requirements required by the State and have documented policies and procedures to ensure compliance with these requirements. PHMSA awards staff may request these policies and procedures to ensure Recipients are following state procurement requirements as part of the overall monitoring process.

Title to Equipment

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

Subrecipient Initials: 1.)  2.) _____ 3.) 17/7417

Copyrights

- PHMSA reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Federal government purposes:
- The copyright in any work developed under an award, subaward, or contract under an award or subaward; and Any rights of copyright to which a Recipient, subrecipient or a contractor purchases ownership with award support.

Audit requirements

- As required by 2 CFR § 200.501 Audit requirements, Recipients that expend \$750,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single or program-specific audit conducted for that year in accordance with the provisions of the regulation. Recipients are expected to review and fully comply with the audit requirements formerly located at A-133 and now located at 2 CFR part 200, Subpart F.

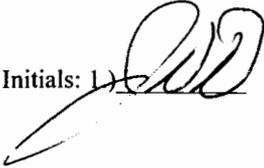
Record retention and access to records

- The Recipient must comply with 2 CFR § 200.333 Retention requirements for records and 2 CFR § 200.336 Access to records. PHMSA, the Inspectors General, the Comptroller General of the United States, and the pass-through entity, or any of their authorized representatives, must have the right of access to any documents, papers, or other records of the Recipient which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. The right also includes timely and reasonable access to the Recipient's personnel for the purpose of interview and discussion related to such documents. PHMSA, through its staff or authorized representatives, may make site visits, at reasonable times; to review project accomplishments, management control systems and provide guidance as may be requested or required. If a site visit is made on the premises of the Recipient, the Recipient must provide reasonable facilities and assistance to PHMSA representatives in the performance of their duties. PHMSA, through its authorized representatives, may request a desk audit, at reasonable times, to review project accomplishments, management control systems and provide guidance as may be requested or required. If a desk audit is conducted, the Recipient is required to provide, electronically or via postal service, all records requested by PHMSA representatives. All desk audits and reviews will be performed in a manner to not unduly delay work activity under the award. If PHMSA requires access to the records of a subrecipient or contractor under the award, whether a part of a site visit or for another type of review, PHMSA will coordinate the request with the Recipient. All site visits and evaluations will be performed in a manner to not unduly delay work activity under the award or other activities of the Recipient, subrecipient, or contractor.
- In keeping with 2 CFR § 200.321 the Recipient must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. DOT's policy is to award a fair share of contracts to small minority business, women-owned, veteran-owned and HubZone firms. DOT is strongly committed to the objectives of this policy and encourages all Recipients of its awards and cooperative agreements to take affirmative steps to ensure such fairness on the awarding of any contracts under DOT awards or cooperative agreements. The Recipient and any subrecipients are encouraged to take all necessary affirmative steps to assure that small, women-owned, minority disadvantaged businesses, veteran, and HUBZone business firms are used when possible. The Recipient shall include this award term in all subawards.

Affirmative steps include:

- Placing qualified small and minority-disadvantaged businesses, women owned business enterprises, veteran-owned and HUBZone business firms on solicitation lists;
- Ensuring that small and minority businesses, women's business enterprises, veteran-owned and HUB Zone business firms are solicited whenever they are potential sources;
- Dividing total requirements, when economically feasible, into small tasks or quantities to permit maximum participation by small and minority businesses, women's business enterprises, veteran-owned, and HUBZone business firms;
- Establishing delivery schedules, when economically feasible, into small tasks or quantities to permit maximum participation by small and minority business, women's business enterprises, veteran-owned, and HUBZone business firms; and
- Using the services and assistance of the Small Business Administration and the DOT Office of Small and Disadvantaged Business Utilization, as appropriate.

Subrecipient Initials: 1.)



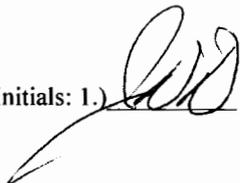
2.) _____

3.) 12/26/17

The DOT Inspector General maintains a toll-free hotline for receiving information concerning fraud, waste, or abuse under awards and cooperative agreements. Such reports are kept confidential and callers may decline to give their names if they choose to remain anonymous. The telephone number is: (800) 424-9071. The mailing address is:

DOT Inspector General
1200 New Jersey Avenue, SE West Bldg. 7th Floor
Washington, DC 20590
Phone: 1.800.424.9071
Email: hotline@oig.dot.gov
Web: <http://www.oig.dot.gov/Hotline>

Subrecipient Initials: 1.)



2.) _____

3.) 12/26/07



U.S Department of Transportation

Pipeline and Hazardous Materials Safety Administration

Grant Agreement

1. RECIPIENT NAME AND ADDRESS

New Hampshire Department of Safety
33 Hazen Dr
Concord, NH 03305-0011

2. AGREEMENT NUMBER: HM-HMP-0533-16

3. AMENDMENT NO. 0

4. PROJECT PERFORMANCE PERIOD: FROM 09/30/2016 TO 09/30/2019

5. FEDERAL FUNDING PERIOD: FROM 10/01/2017 TO 09/30/2018

1A. IRS/VENDOR NO. 026000618

1B. DUNS NO. 060340564

7. CFDA#: 20.703

6. ACTION Non-Competing Continuation

8. PROJECT TITLE
NH Dept. of Safety/HSEM PHMSA HMEP Grant Program

Table with 4 columns: TITLE, FEDERAL, NON-FEDERAL, TOTAL. Rows include PREVIOUS AGREEMENTS, THIS AGREEMENT, and TOTAL AGREEMENT.

12. INCORPORATED ATTACHMENTS

THIS AGREEMENT INCLUDES THE FOLLOWING ATTACHMENTS, INCORPORATED HEREIN AND MADE A PART HEREOF:

13. STATUTORY AUTHORITY FOR GRANT/ COOPERATIVE AGREEMENT

Federal Hazardous Materials Transportation Law , 49 U.S.C. 5101 et seq

14. REMARKS

GRANTEE ACCEPTANCE

AGENCY APPROVAL

15. NAME AND TITLE OF AUTHORIZED GRANTEE OFFICIAL

Ms. Cindy Richard
Assistant Planning Chief

17. NAME AND TITLE OF AUTHORIZED PHMSA OFFICIAL

16. SIGNATURE OF AUTHORIZED GRANTEE OFFICIAL

Electronically Signed

16A. DATE

09/19/2017

18. SIGNATURE OF AUTHORIZED PHMSA OFFICIAL

18A. DATE

AGENCY USE ONLY

19. OBJECT CLASS CODE: 41000

20. ORGANIZATION CODE: 50D0308EP0

21. ACCOUNTING CLASSIFICATION CODES

Table with 5 columns: DOCUMENT NUMBER, FUND, BY, BPAC, AMOUNT. Row 1: HM-HMP-0533-16-01-00, 5282XXXDB2, 2017, EPGR01020, 109,581.00



ORDINANCE

AUTHORIZING THE CITY OF NASHUA TO ACCEPT CERTAIN UNANTICIPATED FUNDS AND GIFTS OF PERSONAL PROPERTY

CITY OF NASHUA

In the Year Two Thousand and Eight

The City of Nashua ordains that Part I “Administrative Legislation”, Chapter 5 “Administration of Government”, Article XXVI “Accounts and Warrants”, § 5-132 “Money received; payment to Treasurer; receipts” is hereby amended by adding the following new sections:

“§ 5-132. Money received; payment to Treasurer; receipts.

...

- C. The City of Nashua and its divisions and departments may apply for, accept and expend, unanticipated money of less than twenty-five thousand (\$25,000) dollars from the state, federal or other governmental unit or a private source which becomes available during the fiscal year, consistent with the provisions of RSA 31:95-b. The board of aldermen shall include notice of the funds on the agenda of any regular board meeting and shall record the notice and discussion in the minutes of that meeting.
- D. The City of Nashua may accept gifts of personal property, other than money, with a value of one thousand (\$1,000) dollars or less, offered to the city for any public purpose, consistent with the provisions of RSA 31:95-e. The board of aldermen shall include notice of the gift on the agenda of any regular board meeting and shall record the notice and discussion in the minutes of that meeting. Receipt of the gift may occur before the date of the meeting when discussion occurs.”

PASSED BY THE BOARD OF ALDERMEN – NOVEMBER 12, 2008
APPROVED BY THE MAYOR – NOVEMBER 17, 2008
ATTEST: PATRICIA PIECUCH, DEPUTY CITY CLERK



Donnalee Lozeau
Mayor
City of Nashua



Intergovernmental Grants and Reimbursements Management Policy

1. PURPOSE

The City of Nashua recognizes that grant and reimbursement funding provides significant resources to enhance its ability to provide services and activities not otherwise available. The City will seek intergovernmental funding for activities that are determined to further or enhance basic City functions or that provide for activities which are in the best interests of our citizens. The City will examine the benefits of all intergovernmental grants or reimbursements prior to application and decline any funding determined not to meet the above criteria.

The purpose of this policy is to establish uniform guidelines for the application and management of intergovernmental grants and reimbursements, and to ensure that City divisions and departments are accountable for proper documentation, administration, and reporting.

2. APPLICABILITY

This policy applies to all City of Nashua divisions and departments and to all city officials and their employees that research, apply for, and administer intergovernmental grants or reimbursements.

3. DEFINITIONS

3.1 "Accruals" means pending revenue for work completed, services provided or sales made in one year, whether billed or not billed, that is not received until the next year.

3.2 "Indirect Costs" are costs associated with the administrative and general functions of City government that support direct services of a grant or fund. Indirect costs include such things as cost of facilities, utilities, insurance, accounting and payroll, information technology, infrastructure, etc.

3.3 "State and Federal Grants" are revenues received from the state or federal government (directly or indirectly).

3.4 "City" refers to the City of Nashua.

3.5 "Responsible City Official" as used in this policy means elected official and/or appointed division head responsible for managing and administering intergovernmental grants or reimbursements.

4. AUTHORITIES

All grant contracts will be approved in accordance with the City's purchasing and financial policies and procedures. A pre-application grant review form must be completed and approved by the Mayor prior to submission of grant applications.

Grant applications may be completed, signed, and submitted by Responsible City Officials (subject to approval of the Mayor and the appropriate Board or Commissioners if required) prior to an award being submitted for approval by the Board of Aldermen, if required.

Acceptance and appropriation of grant awards for \$25,000 and over requires the approval of the Board of Alderman in accordance with New Hampshire RSA 31:95(b). Grant awards in amounts under \$25,000 may be applied for, accepted and expended without Board of Aldermen approval in accordance with City NRO 5-132(c).

5. COORDINATION OF GRANT POLICY AND GRANT OPERATIONS

The City must be able to track and manage grants at all stages of the grants process from research through project completion.

The Financial Services Division, working with the Legal Department, shall be responsible for:

- Developing, revising, and distributing official grants policies and procedures of the City;
- Assisting departments with the interpretation and application of city ordinances, state and federal statutes or guidelines, and other grant-related policies;
- Assisting with the resolution of disputes between the City and grant funding sources.

Responsible City Officials within the departments receiving grant funding shall be responsible for:

- Coordinating the tracking of grant applications, awards and major project management decisions associated with the awarded grants;
- Ensuring that all City staff participating in the administration of grants is provided with the appropriate training and technical assistance necessary to effectively meet the grants' requirements.

6. PRE-APPLICATION GRANT REVIEW FORM

The pre-application grant review form is designed to provide information so the Board or Commissioners (if required) and the Mayor can consider whether to approve application for grants based on the criteria detailed in the City's financial policies as well as its needs and priorities. Funding that requires any kind of local match or future commitment will require a more rigorous evaluation that takes into account existing economic and budgetary forecasts.

Prior to application for any new grant or renewal of any existing grant, the requesting department is required to complete the pre-application grant review form. Signature of the Responsible City Official is required. The form will be submitted through normal board or commission approval procedures if required, then submitted to the Mayor for approval.

The pre-application grant review form will be maintained by the Responsible City Official and attached to the grant contract when the award is accepted.

7. GRANT APPLICATION

Completion of grant applications is the responsibility of the appropriate city officials. Applications shall include indirect costs to the extent allowed.

After submission and approval of the pre-application grant review form, grant applications may be signed and submitted by the Responsible City Official unless the Mayor's signature is required.

8. ACCEPTANCE OF GRANTS

All approved grants for \$25,000 and over must be accepted in accordance with New Hampshire RSA 31:95(b) as outlined in the City's ordinances, through legislation that simultaneously accepts the award and appropriates the funding whenever possible. A Grant Notification form must be completed and submitted to the Accounting/Financial Reporting Department of the Financial Services Division in order for legislation to be introduced to the Board of Alderman.

Grants under \$25,000 may be accepted and expended in accordance with City NRO 5-132(c). Notice of the acceptance of such awards must be included on the agenda of any regular board meeting, and the notice and discussion recorded in the minutes of that meeting. A Grant Notification form must be completed and submitted to the Accounting/Financial Reporting Department of the Financial Services Division for inclusion on the Board of Alderman Agenda.

When a local or other match is required, the legislation shall specify the source of funding and in those circumstances where matching appropriations are committed but not yet available; the grant shall be accepted by resolution and followed by appropriation legislation as soon as possible.

Grant acceptance may be accomplished by emergency legislation when a funding source demands acceptance within 30 days or less and a waiver is not possible or is unlikely.

9. DIVISIONAL RESPONSIBILITY FOR GRANTS

Division directors and key technical staff, including department heads, are accountable for grants that are within their divisional or departmental jurisdiction. They are responsible for identifying

funding opportunities, program planning and proposal writing, and for managing the daily functions associated with each grant award.

Each division director shall:

- Appoint a grants liaison for the division who will be responsible for coordination of information and reporting, and communications with the Mayor's office and the Financial Services Division.
- Designate a program manager for each grant awarded any departments within the division and provide the Mayor's Office and the Financial Services Division with updated lists of those program managers.
- Implement awarded grant projects according to the terms and conditions of each grant award.
- Ensure that the designated grants liaison for the division tracks grant awards and consults with the Mayor's Office and Financial Services Division on a regular basis.
- Ensure that the designated grants liaison and all project managers know how to designate project expense codes, complete vouchers and drawdown forms, and monitor project funding using prescribed procedures.
- Ensure that requests for grant funds are promptly submitted to minimize the use of City funds. All drawdowns of grant funding must conform to funding source and City policy pertaining to the receipt of grant funds. Requests for reimbursements on Federal Grants are to be completed on a timely basis. By failing to file timely requests, the City is put at risk for an audit finding and potential loss of funding. State and county grants, as well as state revolving loan reimbursement requests should also be filed timely, as general funds are "floating" the grant (or loan) expenditures, thereby forfeiting interest income for the general fund. At a minimum, requests for reimbursements must be filed on a quarterly basis. They should be filed monthly if the requested amount exceeds \$50,000. The Financial Services Division will handle drawdowns for federal grants they are currently responsible for.
- Ensure that project reporting requirements and deadlines for submission are observed. This includes providing the grantor agencies with copies of the annual single audit report as required.
- Ensure that, when required, a record is kept of inventory purchased with grant funds in accordance with the grant guidelines.

10. FINANCIAL SERVICES DIVISION RESPONSIBILITIES FOR GRANTS

The Treasurer shall:

- Have exclusive authority to deposit all grant funding received by the City into appropriate accounts designated by Accounting department personnel.

The Chief Financial Officer/Financial Services Division shall:

- Counter-sign grant drawdown requests, whether on an advance or reimbursement basis.

- Ensure that appropriate account codes are established for charging costs to grants.
- Ensure that revenues and expenditures associated with the approved grants are properly recorded.
- Ensure the accounting system of the City is capable of tracking revenues and expenditures associated with every grant award regardless of how grant funding is appropriated.
- Ensure that drawdowns of federal grant funding currently handled by the Financial Services Division conform to funding source and City policy pertaining to the receipt of grant funds. At a minimum, requests for reimbursements must be filed on a quarterly basis. They should be filed monthly if the requested amount exceeds \$50,000.
- Ensure that regular reports on the status of grant-funded projects are issued to operating departments and special reports issued when needed to the Mayor's Office.
- Ensure that the annual single audit report is provided to the Federal Clearinghouse by the City's audit firm in accordance with the provisions of Circular A-133: Audits of Audits of States, Local Governments, and Non-Profit Organizations.

11. ADMINISTRATION OF CDBG AND HUD GRANT FUNDING

Because of the more complex nature and confidentiality of certain records of this area of grant funding, overall coordination and administration of Community Development Block Grant (CDBG) and Housing and Urban Development (HUD) funding shall remain within the Division of Community Development. However, the Division of Community Development shall participate in the City grant tracking system established by this policy. The Division of Financial Services shall review and certify that the system of grant administration maintained within the Division of Community Development is equal to that prescribed for other City programs and complies with applicable funding source rules concerning program management, grant administration and other provisions of law and policy that raise compliance issues.

12. ADMINISTRATION OF POLICE DIVISION GRANT FUNDING

Because of the confidentiality of certain records of this area of grant funding, overall coordination and administration of Police grant funding shall remain within the Police Division. However, the Police Division shall participate in the City grant tracking system established by this policy. The Division of Financial Services shall review and certify that the system of grant administration maintained within the Police Division is equal to that prescribed for other City programs and complies with applicable funding source rules concerning program management, grant administration and other provisions of law and policy that raise compliance issues.

13. INTERNAL AUDIT OF APPROVED GRANTS

Section 5-51 of the City Code charges the Chief Financial Officer with conducting reviews and investigations of the City's financial activities. All grants awarded to the city are subject to the possibility of such a review or investigation to ensure compliance with the provisions of grant

awards. The Mayor may also request a special internal review of any grant or reimbursement awarded to the City. All records will be made available to the Chief Financial Officer by the assigned grants liaison of the department being reviewed in the event that such an internal audit is requested.

14. DOCUMENTATION OF EMPLOYEE'S TIME AND EFFORT

Office of Management and Budget (OMB) Circular A-87 provides guidance for determining costs relative to federal grants and reimbursements. The electronic version of this document is found at:

<http://www.whitehouse.gov/omb/circulars/>

Responsible City Officials shall ensure that these more detailed guidelines are followed when administering any federal or pass-through state grants and reimbursements. As a general rule, the following shall apply:

14.1 Maximum Allocation Allowed

All grant applications and contracts will include charges for indirect costs to the maximum allowed in accordance with both the specific grant rules and the City's cost allocation plan. Indirect revenues will be deposited and budgeted as appropriate.

14.2 Employees Charged Full-Time to a Federal Grant

An employee who works solely on a single federal program whose administrative funds have not been consolidated must furnish semi-annual certifications that he or she has been engaged solely in activities supported by the grant in accordance with OMB Circular A-87, Attachment B, paragraph 8.h.3. The circular requires that the certification cover a specific period of time (6 months) and that it be signed by the employee or supervisory official having first-hand knowledge of the work performed.

14.3 Employees Charged Part-Time to a Federal Grant

An employee who works in part on a single federal program whose administrative funds have not been consolidated and in part on activities funded by other revenue sources, must maintain time and effort distribution records in accordance with OMB Circular A-87, Attachment B, paragraph 8.h.4, 5, and 6. The time and effort records must document the portion of time dedicated to the program being charged as well as each program or other cost objective supported by federal administrative funds or other revenue sources.

The circular requires activity reports/time sheets that must:

- Be done after the fact (not based on estimated or budgeted);
- Account for the total activities for which the employee is being paid;
- Be prepared at least monthly and coincide with one or more pay periods; and
- Be signed by the employee.

Budget estimates may be used for interim accounting purposes provided that:

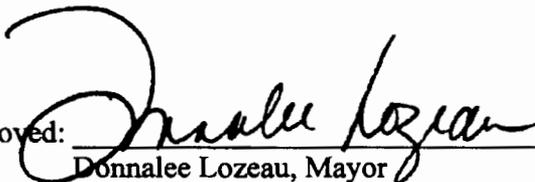
- Estimates use reasonably approximate time spent;
- A comparison of estimated time to actual time (based on monthly activity reports/time logs or sheets; and
- Budget estimates are revised at least quarterly, if necessary, to reflect changed circumstances.

15. RESPONSIBILITY FOR MAINTENANCE OF FILE AND PUBLIC DISCLOSURE

The original grant contract and any approved amendments must be submitted to and retained by the City Clerk.

The official grant file including a copy of the signed contract and all documents associated with the grant, including but not limited to the contract and amendments, applications, grant application request form, activity reports, requests for reimbursement, fiscal reports (including expense and payroll), and other correspondence will be maintained by the initiating department. Copies of purchase orders, invoices and checks may be required for audits and, in some cases, should be maintained on site for ease of access and accountability. Any destruction of these records will be in accordance with the specific grant guidelines or the State of New Hampshire RSA 33-A:3(a) retention schedule. Public disclosure requests regarding grants will be referred to the initiating department for coordination of public records gathering and release.

Approved: _____


Donnalee Lozeau, Mayor

12-12-08

Date



ASHUA0-01

CWOODSIDE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/27/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER License # 1780862 HUB International New England 299 Ballardvale Street Wilmington, MA 01887	CONTACT NAME: Christine Mitchell PHONE (A/C, No, Ext): (978) 661-6857 E-MAIL ADDRESS: christine.c.mitchell@hubinternational.com FAX (A/C, No):
INSURED City of Nashua 229 Main St PO Box 2019 Nashua, NH 03061	INSURER(S) AFFORDING COVERAGE NAIC # INSURER A : American Alternative Insurance Corporation 19720 INSURER B : Safety National Casualty Corporation 15105 INSURER C : INSURER D : INSURER E : INSURER F :

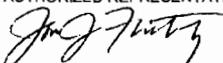
COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD 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 INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		N1A2RL000000511	07/01/2017	07/01/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ \$ COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY					EACH OCCURRENCE \$ AGGREGATE \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y / <input type="checkbox"/> N / <input type="checkbox"/> A	SP4051378	07/01/2017	07/01/2018	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Law Enforcement Liability includes as \$1,300,000. retention
 WC has a self retention of \$1,000,000

RE: HMEP Grant

CERTIFICATE HOLDER NH Department of Safety Division of Fire Safety 33 Hazen Drive Concord, NH 03305	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
--	--