

85
dm



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 21, 2014

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

Retroactive

Requested Action

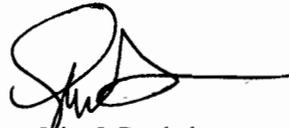
Pursuant to RSA 21-P:43, the Department of Safety, Division of Homeland Security and Emergency Management, requests authorization to **retroactively** amend the grant agreement (PO #1018754) with the Town of Sandown (VC# 177520-B001). The grant was initially approved by the Governor and Council on September 14, 2011, Item #132. This amendment is to extend the period of performance from December 31, 2013 to December 31, 2014. No other provisions will be changed. Effective upon Governor and Council approval. Funding source: 100% Federal Funds.

Explanation

This item is **retroactive** due to a delay in receiving an extension request from the Town. The Town of Sandown experienced numerous delays due to the permitting requirement from the NH Wetlands Bureau that requires written concurrence from the two abutting property owners, pursuant to the provisions of Part Env-Wt 304.04 of the New Hampshire Code of Administrative Rules. Due to one of the property owners being an out-of-state real estate investor with no known local point of contact, there was no response received. The NH Wetlands Bureau did provide a waiver for the Town of Sandown for provisions of Part Env-Wt 304.04 in December 2013. Upon receipt of the request from the Town of Sandown on December 23, 2013, NH HSEM requested the approval for period of performance extension from FEMA on January 14, 2014. FEMA's approval for an extension was approved on February 27, 2014.

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

Retro-Active Grant Amendment
Extension of Performance Period

Town of Sandown (Sub-Grantee)

It is hereby agreed that the initial grant (PO# 1018754) approved by Governor and Executive Council on September 14, 2011, Item #132, between Town of Sandown as "Sub-grantee" and the Department of Safety, Division of Homeland Security & Emergency Management as "State" for the implementation of a hazard mitigation project on Wells Village Road is amended as follows:

1. EXHIBIT A, Scope of Work, Section I

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

All work and the closeout of this project will be completed by December 31, 2014.

2. All other provisions of the grant, approved by Governor and Executive Council on September 14, 2011 shall remain in full force and effect.

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

Town of Sandown (Sub-grantee)

By (signature):

Thomas Tamborello

Print Name:

Thomas Tamborello

Title:

Chairman Board of Selectman

By (signature):

James E Devine

Print Name:

James E Devine

Title:

Selectman

By (signature):

William T Trevanor

Print Name:

William T Trevanor

Title:

Selectman

Grantee Initials

TT

ED

WT

Date

3/3/2014

State of: New Hampshire

County of: Rockingham

As Notary Public/Justice of the Peace, REGISTERED IN THE STATE OF NEW HAMPSHIRE,
COUNTY OF ROCKINGHAM, UPON THIS DATE March 3, 2014, APPEARED
BEFORE ME (print full name of notary) Lynne C. Blaisdell the undersigned officer

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

Lynne C. Blaisdell



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

By (signature) [Signature]
Elizabeth Bielecki, Director of Administration

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

By: [Signature], Assistant Attorney General, on 3/28/2014

Approval by State of New Hampshire Governor and Executive Council:

By: _____, on _____

Grantee Initials TT RED WT
Date 3-3-14

Peck, Elizabeth

To: Leydon, Stephanie
Subject: RE: HMGP-1892-NH-7R Sandown

From: Leydon, Stephanie [mailto:Stephanie.Leydon@fema.dhs.gov]
Sent: Thursday, February 27, 2014 7:53 AM
To: Peck, Elizabeth
Cc: Hayes, Emily
Subject: RE: HMGP-1892-NH-7R Sandown

Beth,

This extension request for DR-1892-7R Wells Village Rd Culvert is approved. The new POP end date is 12/31/2014. This is an extension to the POP only and does not include any SOW or budget changes. Please let me know if you have any questions.

Stephanie

Stephanie J. Leydon, CFM, Senior HMA Specialist
DHS / FEMA, Region I, Mitigation Division
99 High Street, 6th Floor, Boston, MA 02110
Desk: (617) 832-4766 **Cell:** (978) 434-1676
New Email: stephanie.leydon@fema.dhs.gov

RECEIVED
2/27/14

88 the Train Depot without the knowledge of the Board of Selectmen. Selectman
89 Treanor also brought this up at a Historical Society meeting. Selectman Treanor
90 then spoke about Mr. Robinson [REDACTED]
91 canon. Selectman Treanor praised Ms. Copp's work for the Town [REDACTED]
92 [REDACTED] Chairman Tombarello talked about the
93 responsibility the selectmen have over the Depot. [REDACTED]
94 [REDACTED]
95

96 Chairman Tombarello talked about the Board meeting on Thursday to draft a
97 letter that will be sent to the Sandown Historical Society. Chairman Tombarello
98 read the letter aloud.
99

100 Homeland Security – Wells Village Road Bridge

- 101
- 102 ✕ • Ms. Blaisdell recapped for the Board the abutter issue regarding the culvert ✕
103 replacement for Wells Village Road Bridge. At the end of last year the Town sent
104 a request to Homeland Security regarding an extension on the grant the Town
105 received for this project. Due to the abutter issue the project could not be
106 finished by the December deadline.

107
108 The period performance request has been approved by DOS and now goes to
109 the Governor and Council. Ms. Blaisdell received a retroactive grant amendment
110 and an extension to December 31, 2014. Once approved by the Governor and
111 Council the Town can move forward and order the box culvert. Ms. Blaisdell
112 needs the Board to sign the extension amendment and make a motion for the
113 minutes, which have to accompany the signed amendment. **MOTION:**
114 Selectman Devine moved to accept the retroactive grant amendment extension
115 to December 31, 2014. Selectman Treanor seconded. Motion passed
116 unanimously.
117

118 Correspondence

- 119
- 120 • Letter from White Columns showing the Town's savings on electricity. Ms.
121 Blaisdell noted that White Columns now offers the same service to residents.
122
 - 123 • The Town received the grant from the Festival of Trees for the painting and
124 windows at the Depot.
125
 - 126 • Letter from Palmer Gas regarding pricing.
127
 - 128 • Letter from legal counsel regarding Granite State Telephone agreement.
129

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: All Members List Attached | | 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) | |
| <input checked="" type="checkbox"/> General Liability (Member Agreement Section III.A) | 7/1/2013 | 6/30/2014 | Each Occurrence | \$5,000,000 |
| | | | General Aggregate | \$ |
| | | | Personal & Adv Injury | \$ |
| | | | Med Exp (any one person) | \$ |
| | | | Products - Comp/Op Agg | \$ |
| <input checked="" type="checkbox"/> Automobile Liability (Member Agreement Section III.A) <input type="checkbox"/> Any Auto <input type="checkbox"/> All Owned Autos <input type="checkbox"/> Scheduled Autos <input type="checkbox"/> Hired Autos <input type="checkbox"/> Non-Owned Autos <input type="checkbox"/> Other _____ | 7/1/2013 | 6/30/2014 | Each Occurrence | \$5,000,000 |
| | | | Bodily Injury (per person) | \$ |
| | | | Bodily Injury (per accident) | \$ |
| | | | Property Damage (per accident) | \$ |
| | | | | |
| <input type="checkbox"/> Excess Liability | | | Each Occurrence | \$ N/A |
| | | | Aggregate | \$ N/A |
| <input checked="" type="checkbox"/> Property (All Risk including Theft) (Member Agreement Section I) Deductible: \$1,000 | 7/1/2013 | 6/30/2014 | | \$Per scheduled limits and Member Agreement |
| <input type="checkbox"/> Workers Compensation (Coverage A) Employers' Liability (Coverage B) | | | <input type="checkbox"/> Statutory / Cov. A | |
| | | | Each Accident / Cov. B | \$ 2,000,000 |
| | | | Disease - Each Employee | \$ 2,000,000 |
| | | | Disease - Policy Limit | \$ 2,000,000 |
| Description: Proof of Coverage. | | | | |

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

| | | |
|---|--|--|
| | <input type="checkbox"/> Additional Covered Party | <input type="checkbox"/> Loss Payee, as his, her or its interests appear |
| Coverage for the Additional Covered Party is limited to "bodily injury" or "property damage" caused by, and only to the extent of, the sole negligence of the "Member," and no protection is available for the negligence of others, including the Additional Covered Party and its directors, officers, employees or agents. Available limits of coverage are shared between the "Member" and the Additional Covered Party.* | | |
| 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>7/1/2013</u> | Please direct inquiries to: Debra A. Lewis 603.226-1322 x3332 |

*Terms in quotes are defined in the Member Agreement.

| | |
|------|---|
| RBVD | Rye Beach Village District |
| RESE | Regional Services & Education |
| RICH | Town of Richmond |
| ROCH | City of Rochester |
| ROLL | Town of Rollinsford |
| ROLN | Rollinsford School District |
| ROLS | Rollinsford Water & Sewer District |
| ROXB | Town of Roxbury |
| RUMS | Rumney School District |
| RYEW | Rye Water District |
| SALI | Town of Salisbury |
| SANC | Sanbornville Water Precinct |
| SAND | Town of Sandown |
| SAUA | SAU #04 - Newfound Area |
| SAUM | SAU #45 - Moultonborough |
| SAUP | SAU #31 - Newmarket |
| SAUR | SAU #09 - Conway |
| SAUV | SAU #61 - Farmington |
| SEAB | Town of Seabrook |
| SEAD | Seabrook Beach Village Precinct |
| SEAE | Seacoast Emergency Response Team |
| SEAL | Seacoast Learning Collaborative |
| SEAT | Seacoast Chief Fire Officers Mutual Aid District |
| SHEL | Town of Shelburne |
| SMSD | Somersworth School District |
| SNHP | Southern NH Planning Commission |
| SOUR | Souhegan Regional Landfill District |
| SOUT | Town of South Hampton |
| SOUU | Southern NH Special Operations Unit |
| SOUV | Southeast Regional Refuse Disposal |
| SOUW | SWNH Fire Mutual Aid |
| SOUX | Southeastern NH Hazardous Materials Mutual Aid District |
| SPOF | Spofford Fire District |
| SPRI | Town of Springfield |
| STAR | Town of Stark |
| STEW | Town of Stewartstown |
| STOD | Town of Stoddard |
| STRA | Town of Strafford |
| STRC | Strafford Regional Planning |
| STRF | Strong Foundations Charter School |
| STRO | Town of Stratford |
| STSD | Stratham School District |
| SUGA | Town of Sugar Hill |
| SULA | Town of Sullivan |
| SULS | Sullivan School District |
| SUNA | Town of Sunapee |
| SUNS | SAU #85 - Sunapee |



CERTIFICATE OF COVERAGE

The New Hampshire Public Risk Management Exchange (Primex³) is organized under the New Hampshire Revised Statutes Annotated, Chapter 5-B, Pooled Risk Management Programs. In accordance with those statutes, its Trust Agreement and bylaws, Primex³ is authorized to provide pooled risk management programs established for the benefit of political subdivisions in the State of New Hampshire.

Each member of Primex³ is entitled to the categories of coverage set forth below. In addition, Primex³ may extend the same coverage to non-members. However, any coverage extended to a non-member is subject to all of the terms, conditions, exclusions, amendments, rules, policies and procedures that are applicable to the members of Primex³, including but not limited to the final and binding resolution of all claims and coverage disputes before the Primex³ Board of Trustees. The Additional Covered Party's per occurrence limit shall be deemed included in the Member's per occurrence limit, and therefore shall reduce the Member's limit of liability as set forth by the Coverage Documents and Declarations. The limit shown may have been reduced by claims paid on behalf of the member. General Liability coverage is limited to Coverage A (Personal Injury Liability) and Coverage B (Property Damage Liability) only. Coverage's C (Public Officials Errors and Omissions), D (Unfair Employment Practices), E (Employee Benefit Liability) and F (Educator's Legal Liability Claims-Made Coverage) are excluded from this provision of coverage.

The below named entity is a member in good standing of the New Hampshire Public Risk Management Exchange. The coverage provided may, however, be revised at any time by the actions of Primex³. As of the date this certificate is issued, the information set out below accurately reflects the categories of coverage established for the current coverage year.

This Certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend, or alter the coverage afforded by the coverage categories listed below.

| Participating Member: Primex ³ Members as per attached Schedule of Members Property & Liability Program | | Member Number: | | Company Affording Coverage: NH Public Risk Management Exchange - Primex ³ Bow Brook Place 46 Donovan Street Concord, NH 03301-2624 | | |
|--|---|---|--|--|---|--|
| Type of Coverage | Effective Date (mm/dd/yyyy) | Expiration Date (mm/dd/yyyy) | Limit: NH Statutory Limits May Apply | | | |
| <input type="checkbox"/> General Liability (Occurrence Form) <input type="checkbox"/> Professional Liability (describe) <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence | | | <input type="checkbox"/> Each Occurrence <input type="checkbox"/> General Aggregate <input type="checkbox"/> Fire Damage (Any one fire) <input type="checkbox"/> Med Exp (Any one person) | | | |
| | <input type="checkbox"/> Automobile Liability Deductible Comp and Coll: <input type="checkbox"/> Any auto | | | <input type="checkbox"/> Combined Single Limit (Each Accident) <input type="checkbox"/> Aggregate | | |
| | | <input checked="" type="checkbox"/> Workers' Compensation & Employers' Liability | 1/1/2014 | 1/1/2015 | <input checked="" type="checkbox"/> Statutory | |
| | | | | | <input type="checkbox"/> Each Accident \$2,000,000 | |
| <input type="checkbox"/> Disease -- Each Employee \$2,000,000 <input type="checkbox"/> Disease -- Policy Limit | | | | | | |
| <input type="checkbox"/> Property (Special Risk includes Fire and Theft) | | | <input type="checkbox"/> Blanket Limit, Replacement Cost (unless otherwise stated) Deductible: | | | |
| Description: Proof of Primex coverage only. | | | | | | |

| | | | |
|--|---------------------------------|-------------------|---|
| CERTIFICATE HOLDER: | Additional Covered Party | Loss Payee | Primex ³ - NH Public Risk Management Exchange By: <i>Tammy Denver</i> Date: 1/2/2014 tdenver@nhprimex.org Please direct inquires to: Primex³ Risk Management Services 603-225-2841 phone 603-228-0650 fax |
| NH Dept of Safety Hazen Dr Concord, NH 03301 | | | |

| | |
|--------------------------------|-----|
| Town of Plaistow | 273 |
| Town of Plymouth | 274 |
| Town of Raymond | 277 |
| Town of Rindge | 279 |
| Town of Roxbury | 282 |
| Town of Rumney | 283 |
| Town of Rye | 284 |
| Town of Salem | 285 |
| Town of Salisbury | 286 |
| Town of Sanbornton | 287 |
| *Town of Sandown* | 288 |
| Town of Sandwich | 289 |
| Town of Seabrook | 290 |
| Town of Shelburne | 292 |
| Town of South Hampton | 294 |
| Town of Strafford | 299 |
| Town of Stratford | 300 |
| Town of Stratham | 301 |
| Town of Sullivan | 303 |
| Town of Sunapee | 304 |
| Town of Surry | 305 |
| Town of Tamworth | 308 |
| Town of Temple | 309 |
| Town of Thornton | 320 |
| Town of Tuftonboro | 313 |
| Town of Unity | 314 |
| Town of Wakefield | 315 |
| Town of Warren | 318 |
| Town of Washington | 319 |
| Town of Waterville Valley | 518 |
| Town of Weare | 321 |
| Town of Westmoreland | 324 |
| Town of Whitefield | 325 |
| Town of Wilmot | 326 |
| Town of Wilton | 327 |
| Town of Windham | 329 |
| Town of Windsor | 323 |
| Town of Wolfeboro | 331 |
| Town of Woodstock | 332 |
| Village District of Eidelweiss | 502 |
| Warner Village Water District | 513 |
| Woodsville Fire District | 515 |
| Woodsville Water & Light | 516 |

G&C 9.14.11
#132



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

JOHN J. BARTHELMES
COMMISSIONER

August 15, 2011

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

Requested Action

The Department of Safety, Division of Homeland Security and Emergency Management, requests authorization to enter into a grant agreement with the Town of Sandown (VC# 177520-B001), Sandown, NH for a total amount of \$160,826.00 for implementation of projects indentified through the evaluation of natural hazards. Effective upon Governor and Council approval through December 31, 2013. Funding source: 100% Federal Funds.

Funding is available in the SFY 2012 operating budget as follows:

| | | | |
|----------------------------------|-----------------|------|--------------------------------|
| 02-23-23-236010-5903 | Dept. of Safety | HSEM | HMGP DR-1892 Feb '10 Windstorm |
| 072-500574 | | | |
| Grants to Local Gov't. - Federal | | | \$160,826.00 |

Explanation

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

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

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

Respectfully submitted,

John J. Barthelmes
Commissioner of Safety

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 Sandown | | 1.4. Grantee Address 320 Main Street Sandown, NH 03873 | |
| 1.5. Effective Date G&C Approval | 1.6. Completion Date December 31, 2013 | 1.7. Audit Date N/A | 1.8. Grant Limitation \$160,826.00 |
| 1.9. Grant Officer for State Agency Lance D. Harbour | | 1.10. State Agency Telephone Number (603) 223-3633 | |
| "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 <i>Hans Nicolaisen</i> | | 1.12. Name & Title of Grantee Signor 1 HANS NICOLAISEN selectman | |
| Grantee Signature 2 <i>James E Devint</i> | | Name & Title of Grantee Signor 2 JAMES E DEVINT selectman | |
| Grantee Signature 3 <i>Stephen Brown</i> | | Name & Title of Grantee Signor 3 STEPHEN BROWN selectman | |
| 1.13. Acknowledgment: State of New Hampshire, County of <u>Rockingham</u> , on <u>6/24/11</u> , 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) <i>Lynne C. Blaisdell</i> | | <div style="border: 1px solid black; padding: 5px; text-align: center;"> LYNNE C. BLAISDELL ★ NOTARY PUBLIC - NEW HAMPSHIRE ★ My Commission Expires May 28, 2015 </div> | |
| 1.13.2. Name & Title of Notary Public or Justice of the Peace <i>Lynne C. Blaisdell, Notary Public</i> | | | |
| 1.14. State Agency Signature(s) <i>Wesley J. Colby</i> | | 1.15. Name & Title of State Agency Signor(s) Wesley J. Colby, Director of Administration | |
| 1.16. Approval by Attorney General (Form, Substance and Execution) By: <i>[Signature]</i> Assistant Attorney General, On: <u>8/3/2011</u> | | | |
| 1.17. Approval by Governor and Council By: _____ On: <u>1/1</u> | | | |

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 NH 6/23

SBS 12/11

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 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.
- 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.
- RECORDS and ACCOUNTS.**
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.
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.
- PERSONNEL.**
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.
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.
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.
- 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.
- 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 other purpose whatsoever.
- No data shall be subject to copyright in the United States or any other country by anyone other than the State.
- 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.
- 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.
- 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 Grantee notice of such termination.
- EVENT OF DEFAULT: REMEDIES.**
11. 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 suspending all payments to be made under this Agreement and ordering that the portion of the 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.
- TERMINATION.**
12. 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 of has been received by the State.
18. **WAIVER OF BREACH.** No failure by the State to enforce any provision of 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.

Grantee Initials HW 6/23

Page 3 of 6

Date _____

6-23-11
C.R. 8-24-11

EXHIBIT A
SCOPE OF WORK

I. WORK TASKS

The Town of Sandown is being provided a hazard mitigation grant in the amount of \$160,826.00 to improve the flow characteristics of the Exeter River under Wells Village Rd. by replacing the existing culvert.

The town proposes to replace and realign the undersized steel culvert with an eight foot by fifteen foot open bottom box culvert. The embankment will be rippedraped. About three hundred and fifty feet of roadway will be raised about three to seven feet and repaved.

All work and the closeout of this project will be completed by December 31, 2013.

II. PROJECT REVIEW and CONDITIONS

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

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

The Town of Sandown is responsible for the 25% cost share, which is \$53,609.00. The Town of Sandown shall clearly identify and document the cost share and retain all associated records for a period of four years from the date of project closeout.

EXHIBIT B

GRANT AMOUNT AND METHOD OF PAYMENT

I. GRANT AMOUNT

1892 HMGP

| | Applicant Share | Grant (Federal Funds) | Cost Totals |
|--|-----------------|-----------------------|---------------|
| Project Cost | \$ 53,609.00 | \$ 160,826.00 | \$ 214,435.00 |
| Column Totals | \$ 53,609.00 | \$ 160,826.00 | \$ 214,435.00 |
| 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 Sandown 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

1. This grant agreement may be terminated upon thirty (30) days written notice by either party.
2. Any funds advanced to the grantee must be returned to Homeland Security and Emergency Management if the grant agreement is terminated for any reason other than completion of the project.
3. The Town of Sandown 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 Sandown will certify in writing that they have not expended the amount of federal funds that would require a compliance audit (\$500,000). If required, they will forward for review and clearance a copy of the completed audit(s) to the Department of Safety, Division of Homeland Security and Emergency Management.

Additionally, they have notified or will notify their auditor of the above requirements prior to performance of the audit. They will also ensure that, if required, the entire grant period will be covered by a compliance audit, which in some cases will mean more than one audit must be submitted. They will advise the auditor to cite specifically that the audit was done in accordance with OMB Circular A-133. They will also ensure that all records concerning this grant will be kept on file for a minimum of 4 years from the end of this audit period.



FEMA

May 26, 2011

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

Re: FEMA-DR-1892-NH
Hazard Mitigation Grant Program (HMGP) Project # 7R
Wells Village Road Culvert Project, Sandown, NH

Dear Mr. Pope:

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

| | | | |
|---------|------------------------------------|----|----------------|
| 1892-7R | Town of Sandown | | |
| | Wells Village Road Culvert Project | \$ | 160,826 |
| | Total: | \$ | 160,826 |

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

Sincerely,

Michael Goetz, Acting Director
Mitigation Division

Enclosures

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.

Env-Wt 304.04 Setback From Property Lines.

(a) The department shall limit the location of a project to at least 20 feet from an abutting property line or imaginary extension thereof over surface water unless it receives written agreement from the affected abutter concurring with any impact that may result relative to the abutter's interests.

(b) The department shall increase the setback if it finds that the proposed location represents a danger to other waterfront activities, a navigation hazard, or interferes with an abutter's access to or use of the abutter's property.

Source. (See first Revision Note at chapter heading for Env-Wt 300) #5186, eff 7-23-91; ss by #6219, eff 4-4-96; ss by #6404, INTERIM, eff 12-21-96, EXPIRED: 4-20-97

New. #6498-B, eff 4-23-97, EXPIRED: 4-23-05

New. #8341, eff 4-25-05 (See second Revision Note at chapter heading for Env-Wt 300); ss by #10367, eff 6-26-13