



State of New Hampshire

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

JOHN J. BARTHELMES
COMMISSIONER

October 4, 2016

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

Requested Action

Pursuant to RSA 21-P:43, the Department of Safety, Division of Homeland Security and Emergency Management (HSEM) requests authorization to enter into a grant agreement with the Town of Durham (VC#177383-B001) for a total amount of \$612,458.00 for implementation of projects identified through the evaluation of natural hazards. Effective upon Governor and Council approval through August 2, 2017. Funding source: 100% Federal Funds.

Funding is available in the SFY 2017 operating budget as follows:

02-23-23-236010-29210000	Dept. of Safety	HSEM	Hazard Mitigation Grant Program
072-500574	Grants-Federal – Grants to Local Gov't – Federal		\$612,458.00
Activity Code: 23DR4139HM			

Explanation

The purpose of this grant is to fund the replacement of (2) existing undersized 60" Corrugated Metal Pipes (CMP) at the Longmarsh Road culverts with a properly sized precast bottomless concrete culvert with headwalls and wingwalls. This will reduce or eliminate the potential for flooding or damage to the culvert and road which could result in the closure of Longmarsh Road. The project also includes raising the profile grade elevation of Longmarsh Road approximately four (4) feet at the culvert, to set the roadway profile grade above the 1-year storm event's peak flood elevation. The Hazard Mitigation Grant Program (HMGP) provides funding to states and communities (sub-recipients) for cost-effective hazard mitigation activities that complement a comprehensive mitigation program. Federal Emergency Management Agency (FEMA) provides HMGP funds to states that, in turn, provide sub-grants or contracts for a variety of mitigation activities, such as planning and the implementation of projects identified through the evaluation of natural hazards. The program cost share is 75% Federal funds and a 25% applicant match. The sub-applicants will provide and document the program match requirements.

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

There are no General Funds required with this request. In the event that HMGP funds become no longer available, General Funds and/or Highway Funds will not be requested to support this program


Respectfully submitted,

John J. Barthelmes
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.

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. Subrecipient Name Town of Durham (VC# 177383-B001)		1.4. Subrecipient Tel. #/Address 603-868-5571 8 Newmarket Road, Durham, NH 03824	
1.5 Effective Date G&C Approval	1.6. Account Number AU #2921	1.7. Completion Date August 2, 2017	1.8. Grant Limitation \$ 612,458.00
1.9. Grant Officer for State Agency Heather Dunkerley, State Hazard Mitigation Officer		1.10. State Agency Telephone Number (603) 223-3614	
"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 Todd I. Selig, Administrator	
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 <u>Stafford</u> , on <u>9/29/16</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) <u>Barbara Landgraf</u>		MY COMMISSION Expires <u>MAY 8, 2019</u>	
1.13.2. Name & Title of Notary Public or Justice of the Peace <u>BARBARA LANDGRAF Notary Public</u>			
1.14. State Agency Signature(s) By: <u>Steven R. Lavoie</u> On: <u>11/9/16</u>		1.15. Name & Title of State Agency Signor(s) <u>Steven R. Lavoie</u> <u>NO 10-18-16</u> <u>Elizabeth A. Biolocki</u> , Director of Administration	
1.16. Approval by Attorney General (Form, Substance and Execution) (if G & C approval required) By: <u>Wm A. D.</u> Assistant Attorney General, On: <u>11/10/2016</u>			
1.17. Approval by Governor and Council (if applicable) By: _____ On: <u>11</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 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").

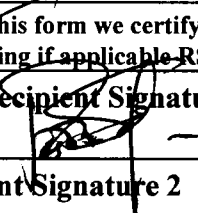
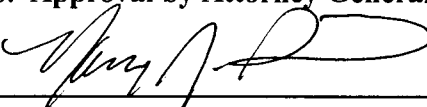
Subrecipient Initials _____
Page 1 of 6

Date 9/29/16

GRANT AGREEMENT

The State of New Hampshire and the Subrecipient hereby
Mutually agree as follows:
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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. Subrecipient Name Town of Durham (VC# 177383-B001)		1.4. Subrecipient Tel. #/Address 603-868-5571 8 Newmarket Road, Durham, NH 03824	
1.5 Effective Date G&C Approval	1.6. Account Number AU #2921	1.7. Completion Date August 2, 2017	1.8. Grant Limitation \$ 612,458.00
1.9. Grant Officer for State Agency Heather Dunkerley, State Hazard Mitigation Officer		1.10. State Agency Telephone Number (603) 223-3614	
"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."			
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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 <u>Stafford</u> , on <u>9/29/16</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) <u>Barbara Landgraf</u> <i>My Commission Expires May 8, 2019</i>			
1.13.2. Name & Title of Notary Public or Justice of the Peace <u>BARBARA LANDGRAF Notary Public</u>			
1.14. State Agency Signature(s) By: _____ On: / /		1.15. Name & Title of State Agency Signor(s) Steven R. Lavoie <i>ND 10-12-16</i> Elizabeth A. Biolacki , Director of Administration	
1.16. Approval by Attorney General (Form, Substance and Execution) (if G & C approval required) By: <u></u> Assistant Attorney General, On: <u>11/10/2016</u>			
1.17. Approval by Governor and Council (if applicable) By: _____ On: / /			

2. **SCOPE OF WORK:** In exchange for grant funds provided by the State of New Hampshire, acting through the Agency identified in block 1.1 (hereinafter referred to as "the State"), pursuant to RSA 21-P:36, the 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 
Page 1 of 6

Date 9/29/16

3. AREA COVERED. Except as otherwise specifically provided for herein, the Subrecipient 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 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. RECORDS and ACCOUNTS.
- 7.1. 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. PERSONNEL.
- 8.1. 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. DATA: RETENTION OF DATA: ACCESS.
- 9.1. As used in this Agreement, the word “data” shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations,

- 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



- 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 intend of the parties hereto.
 22. **THIRD PARTIES.** The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.
 23. **ENTIRE AGREEMENT.** This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings relating hereto.
 24. **SPECIAL PROVISIONS.** The additional provisions set forth in Exhibit C hereto are incorporated as part of this agreement.

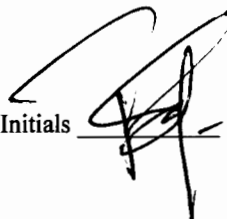


EXHIBIT A

Scope of Work and Project Review and Conditions

1. SCOPE OF WORK

The Department of Safety, Division of Homeland Security and Emergency Management (hereinafter referred to as “the State”) is awarding the Town of Durham (hereinafter referred to as “the Subrecipient”) \$612,458.00 within the Hazard Mitigation Grant Program (HMGP) DR 4139.

“The Subrecipient” proposes to replace the existing two (2) 60” CMP Longmarsh Road Culvert that are undersized with a properly sized single span precast bottomless concrete culvert with headwalls and wingwalls to reduce or eliminate the potential for flooding to damage the culvert and road which could result in the closure of Longmarsh Road.

“The Subrecipient” agrees that the project grant period ends August 2, 2017 and that a final performance and expenditure report will be sent to “the State” by September 1, 2017.

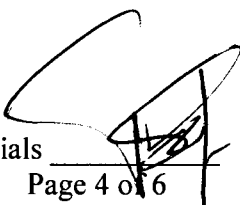
2. PROJECT REVIEW AND CONDITIONS

“The Subrecipient” agrees to comply with all applicable federal and state laws, rules, regulations, and requirements. The Federal Emergency Management Agency (FEMA) Record of Environmental Consideration is attached to this agreement.

“The Subrecipient” shall submit quarterly progress reports beginning in the quarter in which this grant agreement is approved, shall submit quarterly reports within 15 days after the end of a quarter, and shall continue to submit quarterly reports until the project is completed.

“The Subrecipient” shall maintain financial records, supporting documents, and all other pertinent records for a period of three (3) years from the grant period end date. In these records, “the Subrecipient” shall maintain documentation of the 25% cost share required by this grant.

Subrecipient Initials _____



Page 4 of 6

_____ Date _____




EXHIBIT B

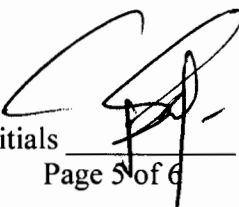
Grant Amount and Payment Schedule

1. GRANT AMOUNT

	Applicant Share	Grant (Federal Funds)	Cost Totals
Project Cost	\$204,152.00	\$612,458.00	\$816,610.00
Project Cost is 75% Federal Funds, 25% Applicant Share			
Awarding Agency: Federal Emergency Management Agency (FEMA)			
Award Title & #: Hazard Mitigation Grant Program Grant FEMA-4139-DR-NH-4R			
Catalog of Federal Domestic Assistance (CFDA) Number: 97.039 (HMGP)			
Sub-Recipient's Data Universal Numbering System (DUNS): 085579308			

2. PAYMENT SCHEDULE

- a. "The Subrecipient" agrees the total payment by "the State" under this grant agreement shall be up to \$612,458.00.
- b. "The State" shall reimburse up to \$612,458.00 to "the Subrecipient" upon "the State" receiving appropriate documentation of expended funds (i.e, copies of invoices and cancelled checks) and proof of match from "the Subrecipient".
- c. "The Subrecipient, based upon expenditures, will need to request necessary funds for reimbursement.

Subrecipient Initials 
Page 5 of 6

_____ Date 9/29/10

EXHIBIT C

Special Provisions

1. This grant agreement may be terminated upon thirty (30) days written notice by either party.
2. 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

Page 6 of 6

Date

9/29/16

U.S. Department of Homeland Security
FEMA Region I
99 High Street
Boston, MA 02110-2132



FEMA

June 30, 2016

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

Re: FEMA-4139-DR-NH
Hazard Mitigation Grant Program (HMGP) Project # 4-R
Longmarsh Road Culvert, Durham, NH

Dear Director Plummer:

Enclosed please find the obligation reports, for a cost overrun, for the following HMGP project:

4139-4-R	Town of Durham, New Hampshire Longmarsh Road Culvert	\$ 206,175
	Total:	\$ 206,175

The grant period of performance shall remain unchanged; it began on the date of the original obligation letter which was April 14, 2016 and ends three years from that date.

If you have any questions, please do not hesitate to call Emily Hayes with the FEMA Region I Mitigation Division at (617) 956-7569.

Sincerely,

A handwritten signature in black ink, appearing to read "Dean J. Savramis".

Dean J. Savramis
Director, Mitigation Division
FEMA Region I

cc: Leigh Cheney, Chief, Planning and Program Management, NH HSEM

Enclosures

U.S. Department of Homeland Security
Region I
99 High Street, Sixth Floor
Boston, MA 02110-2132



FEMA

April 14, 2016

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

Re: FEMA-4139-DR-NH
Hazard Mitigation Grant Program (HMGP) Project # 4-R
Longmarsh Road Culvert Replacement, Durham, NH

Dear Director Plummer:

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

4139-4-R	Town of Durham, New Hampshire Longmarsh Road Culvert Replacement	\$	406,283
	Total:	\$	406,283

The *grant* period of performance (POP) for FEMA-4139-DR-NH began on **August 2, 2013** and ends on **August 2, 2017**. POP extension requests must be received by FEMA at least 60 days prior to the grant POP termination date.

If you have any questions, please do not hesitate to call Emily Hayes with the FEMA Region I Mitigation Division at (617) 956-7569.

Sincerely,

A handwritten signature in cursive script, appearing to read "Dean J. Savramis".

Dean J. Savramis
Director, Mitigation Division
FEMA Region I

cc: Beth Peck, State Hazard Mitigation Officer, NH HSEM

Enclosures



TOWN OF DURHAM
8 NEWMARKET ROAD
DURHAM, NH 03824
Tel: 603/868-5571
Fax: 603/868-1858

RESOLUTION #2016-13 OF DURHAM, NEW HAMPSHIRE

 **AUTHORIZING THE ACCEPTANCE AND EXPENDITURE OF GRANT FUNDS IN THE AMOUNT OF \$612,458 THROUGH THE FEMA HAZARD MITIGATION GRANT PROGRAM**

WHEREAS, in 2012 \$51,000 was budgeted and 2014 \$765,000 was budgeted in the Capital Improvements Plan for the Longmarsh Road Culvert Replacement Project contingent upon receiving grant monies; and

WHEREAS, the Department of Public Works applied for a 75% federal/25% local share grant in the amount of \$612,000 through the FEMA Hazard Mitigation Grant Program; and

WHEREAS, the Department of Public Works has received notification of award of grant funds in the amount of \$612,458; and

WHEREAS, the Town acknowledges our local match requirement will be towards accepting the grant funds will be \$204,152 and all additional conditions of the grant will be met; and

WHEREAS, the Town recognizes that upon receipt of final bids for the project, additional funds may need to be authorized and issued through bonds; and

WHEREAS, New Hampshire Revised Statutes Annotated (RSA) 31:95-b authorizes the Town Council to apply for, accept and expend, without further action by the town or village district meeting, unanticipated money from the state, federal or other governmental unit or a private source which becomes available during the fiscal year if they first adopt an article authorizing this authority indefinitely until specific rescission of such authority;

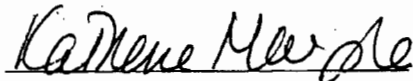
WHEREAS, On July 12, 1999, the Town Council adopted Resolution #99-19 granting the above cited authority to the Town Council; and

WHEREAS, RSA 31:95-b III (a) states that: "For unanticipated moneys in the amount of \$10,000 or more, the selectmen or board of commissioners shall hold a prior public hearing on the action to be taken. Notice of the time, place, and subject of such hearing shall be published in a newspaper of general circulation in the relevant municipality at least 7 days before the hearing is held." and;

WHEREAS, on Monday, September 26, 2016, a duly posted Public Hearing was held by the Durham Town Council,

NOW, THEREFORE, BE IT RESOLVED, that the Durham Town Council, the governing body of the Town of Durham, New Hampshire does hereby adopt Resolution #2016-13 and authorizing the acceptance and expenditure of grant funds totaling \$612,458 and authorizes the Administrator to sign a grant agreement and all associated documents on behalf of the Town.

PASSED AND ADOPTED this 26th day of September, 2016 by a two-thirds majority vote of the Durham Town Council with Eight (8) voting in favor, Zero (0) voting against, and Zero (0) abstaining.


Katherine Marple, Chair
Durham Town Council

ATTEST:


Lorrie L. Pitt, Town Clerk/Tax Collector



TOWN OF DURHAM
8 NEWMARKET ROAD
DURHAM, NH 03824
Tel: 603/868-5571
Fax: 603/868-1858

September 29, 2016

I hereby certify that the agenda below for the September 26, 2016, Durham Town Council meeting was duly posted in accordance with the provisions of New Hampshire Revised Statutes Annotated (RSA) 91-A.

ATTEST: Jessie Berry
Jennie Berry, Administrative Assistant

AGENDA

DURHAM TOWN COUNCIL
MONDAY, SEPTEMBER 26, 2016
DURHAM TOWN HALL - COUNCIL CHAMBERS
7:00 PM

NOTE: *The Town of Durham requires 48 hours notice if special communication aids are needed.*

- I. Call to Order**
- II. Approval of Agenda**
- III. Special Announcements**
- IV. Public Comments (*)**
- V. Approval of Minutes - None**
- VI. Councilor and Town Administrator Roundtable**
- VII. Unanimous Consent Agenda** *(Requires unanimous approval. Individual items may be removed by any councilor for separate discussion and vote)*
 - A.** Shall the Town Council approve the Water and Sewer Warrant for fall 2016 totaling \$706,315.07 and authorize the Administrator to sign said warrant?
 - B. RESOLUTION #2016-12** honoring Durham resident Jim Beliveau upon his upcoming 100th birthday on October 12, 2016

- C. Shall the Town Council schedule a Public Hearing for Monday, October 17, 2016 on a resolution authorizing the issuance of long-term debt not to exceed One Million Five Hundred Seventy-Five Thousand Dollars (\$1,575,000.00) for the purpose of bonding 2012-2016 capital projects and equipment purchases?

VIII. Committee Appointments - None

IX. Presentation Items

- A. Receive annual report from the Conservation Commission in accordance with Section 11.1(I) of the Town Charter - Robert Sullivan, Chair (10 mins)
- B. Receive annual report from the Historic District/Heritage Commission in accordance with Section 11.1(I) of the Town Charter - Peter Stanhope, Chair (10 mins)
- C. Receive annual report from the Parks & Recreation Committee in accordance with Section 11.1(I) of the Town Charter - Mike Sievert, Chair (10 mins)

X. Unfinished Business

XI. New Business

- A. **PUBLIC HEARING AND ACTION ON RESOLUTION #2016-13** authorizing the acceptance and expenditure of a FEMA hazardous mitigation grant in the amount of \$612,458.00 for the Longmarsh Road bridge project and authorize the Administrator to sign a grant agreement and associated documents?
- B. Other Business



XII. Nonpublic Session (if required)

XIII. Extended Councilor and Town Administrator Roundtable (if required)

XIV. Adjourn (NLT 10:30 PM)

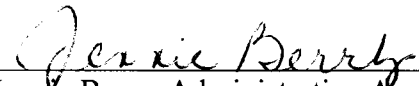
() The public comment portion of the Council meeting is to allow members of the public to address matters of public concern regarding town government for up to 5 minutes. Obscene, violent, disruptive, disorderly comments, or those likely to induce violence, disruption or disorder, are not permitted and will not be tolerated. Complaints regarding Town staff should be directed to the Administrator.*



TOWN OF DURHAM
8 NEWMARKET ROAD
DURHAM, NH 03824
Tel: 603/868-5571
Fax: 603/868-1858

September 29, 2016

I certify that the information below is an excerpt of the Durham Town Council meeting minutes of September 26, 2016 relating to agenda item **XIA. New Business: PUBLIC HEARING AND ACTION ON RESOLUTION #2016-13** authorizing the acceptance and expenditure of a FEMA hazardous mitigation grant in the amount of \$612,458.00 for the Longmarsh Road bridge project and authorize the Administrator to sign a grant agreement and associated documents

ATTEST: 
Jennie Berry, Administrative Assistant

**MONDAY, SEPTEMBER 26, 2016
DURHAM TOWN HALL - COUNCIL CHAMBERS
7:00 PM
MINUTES**

MEMBERS PRESENT: Council Chair Kitty Marple; Council Chair Pro tem Ken Rotner; Councilor Wayne Burton; Councilor Jim Lawson; Councilor Firoze Katrak; Councilor Diana Carroll

MEMBERS ABSENT: Councilor Alan Bennett

OTHERS PRESENT: Business Manager (Acting Administrator) Gail Jablonski

XI. New Business

A. PUBLIC HEARING AND ACTION ON RESOLUTION #2016-13 authorizing the acceptance and expenditure of a FEMA hazardous mitigation grant in the amount of \$612,458.00 for the Longmarsh Road bridge project and authorize the Administrator to sign a grant agreement and associated documents

Councilor Rotner MOVED to OPEN the Public Hearing on Resolution #2016-13 authorizing the acceptance and expenditure of a FEMA hazardous mitigation grant in the amount of \$612,458.00 for the Longmarsh Road bridge project and authorizing the Administrator to sign a grant agreement and associated documents

The motion was SECONDED by Councilor Bubar and PASSED unanimously 8-0.

Chair Marple asked Public Works Director Mike Lynch to give a brief overview about the project.

Mr. Hall said that he didn't think that the washing out of the culverts made any difference in how much water flows when it's over the road by 4 feet. He said the issue is how much of that 4 feet over the road is now going to pass through that box culvert. He said he didn't even know how big the box culvert is going to be. He said it is a control point at that point to limit the water that goes down to the bridge and house below. He said Mr. Lynch was correct that the culverts wash out, but considering the road is overtopped by 3 or 4 feet, the washed out culverts do not matter because it's still a big levy there across the river at that point.

Councilor Lawson said that roads should not be used as control points for flooding when they are overtopped because it is dangerous and it damages the roads, hence the reason why Durham has the opportunity to receive the FEMA grant. He said no one on the Council can guarantee that Route 108 will not flood again at Longmarsh Brook. He said it is certainly a possibility because it happened in 2006. He said he wanted to note what happens to the southern parts of Durham when flooding occurs because the Town's police and emergency services cannot use Route 108 and cannot go across Bennett Road because of weight limits on the bridge. However, he felt that with the redesign one could be assured that emergency personnel would be able to go through the Wedgewood development to Longmarsh Road and have access to the southern parts of Durham. He said he felt the project was critical from a safety standpoint, not only for the residents that live in that area, but also for residents that live south of Longmarsh Road.

Councilor Lawson said one cannot access Longmarsh Road via Durham Point Road and get all the way across, so that is not an alternate source. He felt that this was a unique opportunity to receive funding from FEMA for something that is really needed and addresses a lot of the issues that go beyond just this specific area and its propensity to flood during some of the bad events that have occurred in Durham in past years.

Councilor Howland said he lives on Frost Drive and was around for both of the flood events. He agreed that trying to fix Longmarsh Road does at least provide some access for residents to get around. He said the damage that was done during the prior two flood events when the water overtopped onto Longmarsh was extensive. He felt that putting in something at that location to provide some access out so that residents in that area did not feel trapped would be nice.

Councilor Rotner MOVED to CLOSE the Public Hearing on Resolution #2016-13 authorizing the acceptance and expenditure of a FEMA hazardous mitigation grant in the amount of \$612,458.00 for the Longmarsh Road bridge project and authorize the Administrator to sign a grant agreement and associated document.

The motion was SECONDED by Councilor Katrak and PASSED unanimously 8-0.

Councilor Lawson MOVED to ADOPT Resolution #2016-13 authorizing the acceptance and expenditure of a FEMA hazardous mitigation grant in the amount of \$612,458.00 for the Longmarsh Road bridge project and authorize the Administrator to sign a grant agreement and associated documents.



The motion was SECONDED by Councilor Katrak.

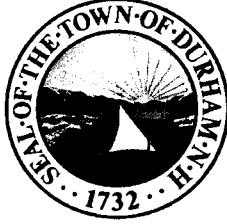
Councilor Burton said he thought that state representatives announced at the very first hearing of the Route 108 widening that the 108 project was not a flood control project and they apologized because it was to supply the bike lanes. He said that didn't make sense because if the state was going to do Route 108 improvements it should have also done flood control as well. But, he said that state representatives indicated that was not the case.

The motion, as presented, PASSED unanimously 8-0.

Councilor Lawson MOVED that the Durham Town Council does hereby accept the terms of the Hazard Mitigation Grant Program (HMGP), as presented, in the amount of \$612,458.00 to upgrade the Longmarsh Road culvert. Furthermore, the Council acknowledges that the total cost of this project will be \$816,610.00, in which the Town will be responsible for a 25% match (\$204,152.00).



The motion was SECONDED by Councilor Howland and PASSED unanimously 8-0.



TOWN OF DURHAM

8 Newmarket Road
Durham, NH 03824-2898
Tel: (603) 868-5571
Fax: (603) 868-1858

NOTICE OF PUBLIC HEARING

The Durham Town Council will hold a public hearing on **Monday, September 26, 2016 at 7:00 PM in the Council Chambers at the Durham Town Hall** on a resolution authorizing the acceptance and expenditure of a FEMA hazardous mitigation grant in the amount of \$612,458 for the Longmarsh Road bridge project and authorizing the Administrator to sign a grant agreement and associated documents. ✱

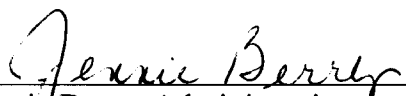
The proposed resolution is available for viewing in the Administrator's Office located on the second floor of Town Hall at 8 Newmarket Road during normal business hours 8:00 AM-5:00 PM, Monday through Friday, or on the Town website at www.ci.durham.nh.us.

Interested citizens are encouraged to attend the public hearing and express their views. Questions regarding the proposed resolution should be addressed to Director of Public Works Michael Lynch, 603-868-5578, mlynch@ci.durham.nh.us. Written comments may be mailed to the Administrator's Office at 8 Newmarket Road, Durham, NH 03824 or sent by electronic mail to jberry@ci.durham.nh.us.

September 29, 2016

I hereby certify that the Public Hearing notice above relative to item XI. A on the September 26, 2016, Durham Town Council meeting agenda was duly advertised on September 15, 2016, in the *Foster's* newspaper in accordance with the provisions of New Hampshire Revised Statutes Annotated (RSA) 91-A.

ATTEST:



Jennie Berry, Administrative Assistant



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)	Limits - NH Statutory Limits May Apply	
<input checked="" type="checkbox"/>	General Liability (Occurrence Form) Professional Liability (describe) <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence	7/1/2016	7/1/2017	Each Occurrence	\$ 5,000,000
				General Aggregate	\$ 5,000,000
				Fire Damage (Any one fire)	
				Med Exp (Any one person)	
	Automobile Liability Deductible Comp and Coll: Any auto			Combined Single Limit (Each Accident)	
				Aggregate	
	Workers' Compensation & Employers' Liability			Statutory	
				Each Accident	
				Disease - Each Employee	
				Disease - Policy Limit	
	Property (Special Risk includes Fire and Theft)			Blanket Limit, Replacement Cost (unless otherwise stated)	
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>
NH Dept of Safety Hazen Dr. Concord, NH 03301			Date: 7/8/2016 tdenver@nhprimex.org
			Please direct inquires to: Primex ³ Risk Management Services 603-225-2841 phone 603-228-0650 fax

Town of Columbia	144
Town of Cornish	147
Town of Dalton	149
Town of Danbury	150
Town of Deering	153
Town of Derry	154
Town of Dorchester	155
Town of Dublin	157
Town of Dunbarton	159
→ Town of Durham	160
Town of East Kingston	161
Town of Easton	162
Town of Eaton	163
Town of Effingham	164
Town of Enfield	166
Town of Epping	167
Town of Errol	169
Town of Farmington	171
Town of Fitzwilliam	172
Town of Fremont	177
Town of Gilmanton	179
Town of Gilsum	180
Town of Goffstown	181
Town of Gorham	182
Town of Goshen	183
Town of Grafton	184
Town of Grantham	185
Town of Greenfield	186
Town of Greenland	187
Town of Greenville	188
Town of Groton	189
Town of Hampstead	190
Town of Hampton	191
Town of Hancock	193
Town of Hanover	194
Town of Harrisville	195
Town of Haverhill	196
Town of Hebron	197
Town of Hill	199
Town of Hillsborough	200
Town of Hinsdale	201
Town of Holderness	202
Town of Hopkinton	205
Town of Hudson	206
Town of Jackson	207
Town of Jaffrey	208
Town of Jefferson	209
Town of Kensington	211
Town of Kingston	212
Town of Lancaster	214
Town of Langdon	216
Town of Lee	218
Town of Lempster	219
Town of Lincoln	220
Town of Lisbon	221
Town of Litchfield	222
Town of Littleton	223
Town of Londonderry	224
Town of Loudon	225
Town of Lyman	226
Town of Lyme	227
Town of Lyndeborough	228



CERTIFICATE OF COVERAGE

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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.

<i>Participating Member:</i>	<i>Member Number:</i>	<i>Company Affording Coverage:</i>
Town of Durham 8 Newmarket Road Durham, NH 03824-2898	160	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)	Limits - NH Statutory Limits May Apply, If Not	
General Liability (Occurrence Form) Professional Liability (describe) <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence			Each Occurrence	
			General Aggregate	
			Fire Damage (Any one fire)	
			Med Exp (Any one person)	
Automobile Liability Deductible Comp and Coll: <input type="checkbox"/> Any auto			Combined Single Limit (Each Accident)	
			Aggregate	
<input checked="" type="checkbox"/> Workers' Compensation & Employers' Liability	1/1/2016	1/1/2017	<input checked="" type="checkbox"/> Statutory	
			Each Accident	\$2,000,000
			Disease – Each Employee	\$2,000,000
			Disease – Policy Limit	
<input type="checkbox"/> Property (Special Risk includes Fire and Theft)			Blanket Limit, Replacement Cost (unless otherwise stated)	

Description: Proof of Primex Member coverage only.

CERTIFICATE HOLDER:	Additional Covered Party	Loss Payee	Primex³ – NH Public Risk Management Exchange
			By: <i>Tammy Denver</i>
State of NH – Department of Safety 33 Hazen Dr Concord, NH 03305			Date: 10/7/2016 tdenver@nhprimex.org
			Please direct inquires to: Primex³ Claims/Coverage Services 603-225-2841 phone 603-228-3833 fax