



State of New Hampshire

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

JOHN J. BARTHELMES
COMMISSIONER

January 15, 2013

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, requests authorization to enter into a grant agreement with the Town of Londonderry (VC# 177430-B002), Londonderry, NH for a total amount of \$103,461.75 to elevate a repetitively damaged structure on Brookview Drive. Effective upon Governor and Council approval through September 14, 2015. Funding source: 100% Federal Funds.

02-23-23-236010-4395000 Dept. of Safety Homeland Sec-Emer Mgmt 072-500574	Severe Repetitive Loss
Grants-Federal – Grants to Local Gov't – Federal Activity Code: 23SRL12 4395	\$103,461.75

Explanation

The proposed project is to elevate the first floor of the residential structure at 19 Brookview Drive to one foot above the base flood elevation to alleviate the repetitive damages caused by recurrent flooding. This structure has been repetitively damaged and meets the program requirements described below.

The Severe Repetitive Loss Structure (SRLS) Grant Program provides funding to states and communities (sub-grantees) for cost-effective hazard mitigation activities that mitigate the effects of flooding on commercial and residential structures that are insured through National Flood Insurance Program (NFIP) and have been identified as severe repetitive loss structures. The Federal Emergency Management Agency (FEMA) provides SRLS funds to states that, in turn, provide sub-grants or contracts for a variety of mitigation activities including the implementation of projects identified through the evaluation of natural hazards. All cost associated with the SRLS are 100% federal funds and do not require a matching percentage.

The State of New Hampshire solicits applications statewide. Notification of availability of SRLS 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 FEMA for their final approval. Applications that are determined to be cost effective and program eligible are then funded by FEMA in full; not every application submitted is determined to be program eligible. However, all applications that are determined to be eligible are funded at the requested dollar amount listed in their application, pending availability of adequate program funding.

There are no General funds required with this request. In the event that SRLS 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 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 Londonderry		1.4. Grantee Address 268B Mammoth Road Londonderry, NH 03053	
1.5. Effective Date G&C Approval	1.6. Completion Date September 14, 2015	1.7. Audit Date N/A	1.8. Grant Limitation \$103,461.75
1.9. Grant Officer for State Agency Lance D. Harbour		1.10. State Agency Telephone Number (603) 223-3633	
1.11. Grantee Signature 		1.12. Name & Title of Grantee Signor William P. Hart, Jr. Town (Acting)	
1.13. Acknowledgment: State of New Hampshire, County of _____, on _____, 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 <u>he</u> executed this document in the capacity indicated in block 1.12.			
1.13.1. Signature of Notary Public or Justice of the Peace (Seal)			
1.13.2. Name & Title of Notary Public or Justice of the Peace MARGARET M. LAPETRA NOTARY PUBLIC			
1.14. State Agency Signature(s) 		1.15. Name & Title of State Agency Signor(s) John T. Beardmore, Director of Administration	
1.16. Approval by Attorney General (Form, Substance and Execution) By: Assistant Attorney General, On: 1/17/2013			
1.17. Approval by Governor and Council By: _____ On: / /			

2. **SCOPE OF WORK:** In exchange for grant funds provided by the state of New Hampshire, acting through the agency identified in block 1.1 (hereinafter referred to as "the State"), pursuant to RSA 107-C, 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").

3. AREA COVERED. Except as otherwise specifically provided for herein, the Grantee shall perform the Project in, and with respect to, the State of New Hampshire.
4. EFFECTIVE DATE; COMPLETION OF PROJECT.
- 4.1. This Agreement, and all obligations of the parties hereunder, shall become effective on the date in block 1.5 or on the date of approval of this Agreement by the Governor and Council of the State of New Hampshire whichever is later (hereinafter referred to as "the effective date").
- 4.2. Except as otherwise specifically provided herein, the Project, including all reports required by this Agreement, shall be completed in ITS entirety prior to the date in block 1.6 (hereinafter referred to as "the Completion Date").
5. GRANT AMOUNT; LIMITATION ON AMOUNT; VOUCHERS; PAYMENT.
- 5.1. The Grant Amount is identified and more particularly described in EXHIBIT B, attached hereto.
- 5.2. The manner of, and schedule of payment shall be as set forth in EXHIBIT B.
- 5.3. In accordance with the provisions set forth in EXHIBIT B, and in consideration of the satisfactory performance of the Project, as determined by the State, and as limited by subparagraph 5.5 of these general provisions, the State shall pay the Grantee the Grant Amount. The State shall withhold from the amount otherwise payable to the Grantee under this subparagraph 5.3 those sums required, or permitted, to be withheld pursuant to N.H. RSA 80:7 through 7-c.
- 5.4. The payment by the State of the Grant amount shall be the only, and the complete payment to the Grantee for all expenses, of whatever nature, incurred by the Grantee in the performance hereof, and shall be the only, and the complete, compensation to the Grantee for the Project. The State shall have no liabilities to the Grantee other than the Grant Amount.
- 5.5. Notwithstanding anything in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made, hereunder exceed the Grant limitation set forth in block 1.8 of these general provisions.
6. COMPLIANCE BY GRANTEE WITH LAWS AND REGULATIONS. In connection with the performance of the Project, the Grantee shall comply with all statutes, laws regulations, and orders of federal, state, county, or municipal authorities which shall impose any obligations or duty upon the Grantee, including the acquisition of any and all necessary permits.
7. RECORDS and ACCOUNTS.
- 7.1. Between the Effective Date and the date seven (7) years after the Completion Date the Grantee shall keep detailed accounts of all expenses incurred in connection with the Project, including, but not limited to, costs of administration, transportation, insurance, telephone calls, and clerical materials and services. Such accounts shall be supported by receipts, invoices, bills and other similar documents.
- 7.2. Between the Effective Date and the date seven (7) years after the Completion Date, at any time during the Grantee's normal business hours, and as often as the State shall demand, the Grantee shall make available to the State all records pertaining to matters covered by this Agreement. The Grantee shall permit the State to audit, examine, and reproduce such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, data (as that term is hereinafter defined), and other information relating to all matters covered by this Agreement. As used in this paragraph, "Grantee" includes all persons, natural or fictional, affiliated with, controlled by, or under common ownership with, the entity identified as the Grantee in block 1.3 of these general provisions.
8. PERSONNEL.
- 8.1. The Grantee shall, at its own expense, provide all personnel necessary to perform the Project. The Grantee warrants that all personnel engaged in the Project shall be qualified to perform such Project, and shall be properly licensed and authorized to perform such Project under all applicable laws.
- 8.2. The Grantee shall not hire, and it shall not permit any subcontractor, subgrantee, or other person, firm or corporation with whom it is engaged in a combined effort to perform the Project, to hire any person who has a contractual relationship with the State, or who is a State officer or employee, elected or appointed.
- 8.3. The Grant Officer shall be the representative of the State hereunder. In the event of any dispute hereunder, the interpretation of this Agreement by the Grant Officer, and his/her decision on any dispute, shall be final.
9. DATA: RETENTION OF DATA: ACCESS.
- 9.1. As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, 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 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.
- 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 Grantee notice of such termination.
11. EVENT OF DEFAULT: REMEDIES.
- 11.1. Any one or more of the following acts or omissions of the Grantee shall constitute an event of default hereunder (hereinafter referred to as "Events of Default"):
- 11.1.1 Failure to perform the Project satisfactorily or on schedule; or
- 11.1.2 Failure to submit any report required hereunder; or
- 11.1.3 Failure to maintain, or permit access to, the records required hereunder; or
- 11.1.4 Failure to perform any of the other covenants and conditions of this Agreement.
- 11.2. Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:
- 11.2.1 Give the Grantee a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Grantee notice of termination; and
- 11.2.2 Give the Grantee a written notice specifying the Event of Default and 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.
12. TERMINATION.
- 12.1. In the event of any early termination of this Agreement for any reason other than the completion of the Project, the Grantee shall deliver to the Grant Officer, not later than fifteen (15) days after the date of termination, a report (hereinafter referred to as the "Termination Report") describing in detail all Project Work performed, and the Grant Amount earned, to and including the date of termination.
- 12.2. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall entitle the Grantee to receive that portion of the Grant amount earned to and including the date of termination.
- 12.3. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall in no event relieve the Grantee from any and all liability for damages sustained or incurred by the State as a result of the Grantee's breach of its obligations hereunder.
- 12.4. Notwithstanding anything in this Agreement to the contrary, either the State or, except where notice default has been given to the Grantee hereunder, the Grantee, may terminate this Agreement without cause upon thirty (30) days written notice.
13. CONFLICT OF INTEREST. No officer, member of employee of the Grantee, and no representative, officer or employee of the State of New Hampshire or of the governing body of the locality or localities in which the Project is to be performed, who exercises any functions or responsibilities in the review or

Grantee Initials WRH
Date 11/19/12

- 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:
- 17.1.2 Statutory workmen's compensation and employees liability insurance for all employees engaged in the performance of the Project, and Comprehensive public liability insurance against all claims of bodily injuries, death or property damage, in amounts not less than \$2,000,000 for bodily injury or death any one incident, and \$500,000 for property damage in any one incident; and
- 17.2. The policies described in subparagraph 18.1 of this paragraph shall be the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State, and authorized to do business in the State of New Hampshire. Each policy shall contain a clause prohibiting cancellation or modification of the policy earlier than ten (10) days after written notice thereof has been received by the State.
18. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event, or any subsequent Event. No express waiver of any Event of Default shall be deemed a waiver of any provisions hereof. No such failure of waiver shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other default on the part of the Grantee.
19. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses first above given.
20. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Council of the State of New Hampshire.
21. CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be construed in accordance with the law of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assignees. The captions and contents of the "subject" blank are used only as a matter of convenience, and are not to be considered a part of this Agreement or to be used in determining the intent of the parties hereto.
22. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.
23. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings relating hereto.
24. SPECIAL PROVISIONS. The additional provisions set forth in Exhibit C hereto are incorporated as part of this agreement.

EXHIBIT A

SCOPE OF WORK

I. WORK TASKS

The Town of Londonderry is being provided with a Severe Repetitive Loss Structure (formerly Repetitive Flood Claim) grant in the amount of \$103,461.75 to elevate the property located at 19 Brookview Drive.

The town proposes to elevate 19 Brookview Drive 1 foot above the base flood elevation to reduce or eliminate the extensive and chronic flooding caused by Beaver and Black Brook that has taken place over the course of 30 years.

All work and the closeout of this project will be completed by September 14, 2015.

II. PROJECT REVIEW and CONDITIONS

The Department of Homeland Security and Emergency Management (HSEM) – FEMA Severe Repetitive Loss Structure Grant Agreement Articles document (Pages 1 through 10) is hereto attached to this agreement as part of Exhibit A.

The Town of Londonderry shall comply with the HSEM – FEMA Severe Repetitive Loss Structure Grant Agreement Articles as written for Sub-Grantees.

The Town of Londonderry shall submit quarterly progress reports starting with the quarter ending March 31, 2013. These reports shall continue until the project is closed out.

The Severe Repetitive Loss Structure grant is 100% federally funded and therefore does not have a local match requirement. The Town of Londonderry 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

FY 2012 SRLS

	Applicant Share	Grant (Federal Funds)	Cost Totals
Project Cost	\$0.00	\$103,461.75	\$103,461.75
Column Totals	\$0.00	\$103,461.75	\$103,461.75
The Project Cost is 100% Federal Funds, 0% Applicant Share			

II. FEE SCHEDULE

- a. An initial advance will be made to the Town of Londonderry 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 Londonderry 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 Londonderry will certify in writing that they have not expended the amount of federal funds that would require a compliance audit (\$500,000). If required, they will forward for review and clearance a copy of the completed audit(s) to the Department of Safety, Division of Homeland Security and Emergency Management.

Additionally, they have notified or will notify their auditor of the above requirements prior to performance of the audit. They will also ensure that, if required, the entire grant period will be covered by a compliance audit, which in some cases will mean more than one audit must be submitted. They will advise the auditor to cite specifically that the audit was done in accordance with OMB Circular A-133. They will also ensure that all records concerning this grant will be kept on file for a minimum of 7 years from the end of this audit period.



TOWN OF LONDONDERRY

Town Council

268 B Mammoth Road

Londonderry, NH 03053-3416

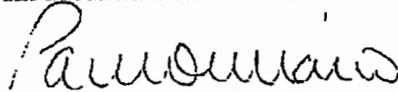
website: www.londonderrynh.org

Main: 432-1100 Ext. 120 FAX: 432-1128

10/19/10

Certificate of Authority

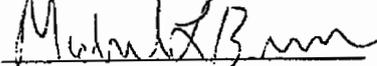
Pursuant to Londonderry's Town Charter, the Town Manager is responsible for executing all grant documents on behalf of the Town.



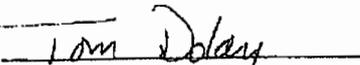
Paul DiMarco - Chairman



Sean O'Keefe - V. Chairman



Michael Brown - Councilor



Tom Dotan - Councilor



John Farrell - Councilor

TOWN COUNCIL

Londonderry, NH

268B Mammoth Road, Londonderry, NH 03053
 ph: (603) 432-1100

Town Manager

Contact: William R. Hart, Jr. , Acting Town Manager ✕
Margo Lapietro , Executive Assistant
Steve R. Cotton , Administrative Support Coordinator

Address: 268B Mammoth Road
 Londonderry ,NH 03053

Phone: 603-432-1100 x120

Fax: 603-432-1128

Hours: Monday - Friday, 8:30 AM - 5:00 PM

Additional Links:

Frequently Asked Questions	Official Town Documents	Annual Town Reports
Town Council	State of the Town Message	Town Meeting / Budget Information
Board and Committee Vacancies	Federal Legislators	State Legislators
NH State Website	Forms	Building Division

Mission

Londonderry has operated under a Town Council/Town Manager/Budgetary Town Meeting since the voters approved the Town Charter in 1997. The Town Manager, appointed by and serves at the pleasure of the Town Council, is responsible for the proper administration of all the departments of Town government, except the Library Division, which is governed by an elected Board of Library Trustees. The Town Manager proposes an annual Operating and Capital Budget, carries out policy decisions of the Council, and oversees all personnel administration for all municipal employees, manages property, real and personal, owned by the Town. The Town Manager is assisted by an Executive Assistant and an Administrative Support Coordinator. The Executive Assistant is responsible for transcribing meeting minutes; publishing the Annual Report; coordinating Council appointments; and providing staff support to the Town Manager and Town Council. The Administrative Support Coordinator is responsible for over seeing town facilities; risk management activities; grant writing and management; project manager for various projects and overall administrative support to the Town Manager.

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



FEMA

September 26, 2012

Mr. Christopher M. Pope, Director
New Hampshire Homeland Security and Emergency Management
33 Hazen Drive
Concord, NH 03305-0001

Subject: FY 2012 Severe Repetitive Loss Structure Program Grant Award
Agreement #EMB-2012-RC-0001 - \$113,807.75
RFC-PJ-01-NH-2012-001 – 19 Brookview Drive House Elevation,
Londonderry, NH - \$103,461.75
RFC-MC-01-NH-2012-002 – Management Costs - \$10,346.00

Dear Director Pope:

We are pleased to inform you that your Application for Federal Assistance under the Severe Repetitive Loss Structure Program (formerly Repetitive Flood Claims) for Fiscal Year 2012 has been reviewed and approved. This award is for a total of \$113,807.75.

The funds awarded by the enclosed FEMA Form (FF) 76-10A are available for obligation by the recipient only during the period from September 15, 2012 through September 14, 2015 unless a new expiration date is established by FEMA in a letter signed by the Regional Administrator or by issuance of a new FF 76-10A.

Please note that by accepting this award you assume certain administrative and financial responsibilities including the timely submission of financial and programmatic reports, resolution of all interim audit findings, and the maintenance of a minimum level of cash on hand. All quarterly reports are to be submitted through the eGrants system.

If you have questions pertaining to this award, please contact Ann Mulvaney, Grants Management Specialist, at 617-956-7637.

Sincerely,

A handwritten signature in black ink, appearing to read "Paul F. Ford".

Paul F. Ford
Acting Regional Administrator
FEMA, Region I

PFF/aem

**FY2012
SEVERE REPETITIVE LOSS STRUCTURE PROGRAM
GRANT AGREEMENT ARTICLES
CFDA# 97.092**

GRANTEE: New Hampshire Department of Homeland Security and Emergency Management

AGREEMENT NUMBER: EMB-2012-RC-0001

AMENDMENT NUMBER: 0

DESIGNATED AGENCY: New Hampshire Department of Homeland Security and Emergency Management

PERFORMANCE PERIOD: 09/15/2012 through 09/14/2015

GENERAL INFORMATION:

The **Severe Repetitive Loss Structure Program** provides funding to States, Territories, Indian Tribal governments and communities to assist in their efforts to carry out mitigation activities that reduce flood damage to severe repetitive loss structures insurable under the National Flood Insurance Program (NFIP).

ARTICLE I. FEMA AUTHORITY

The United States of America through the Federal Emergency Management Agency (FEMA) which is now incorporated into the Department of Homeland Security, (hereinafter referred to as "the Grantor") agrees to grant to the state/Indian Tribal government or territory, through its designated agency named above (hereinafter referred to as "the Grantee") funds in the amount specified on the obligating document, to support the **Severe Repetitive Loss Structure Program**, authorized under Section 1366 of the National Flood Insurance Act of 1968 (42 U.S.C. §4001, *et seq.*, - the "NFIA" or "the Act"), as amended.

The Grantee agrees to abide by the Grant Agreement terms and conditions as set forth in this document.

ARTICLE II. PROJECT DESCRIPTION

The Grantee shall perform the work described in the application package and made a part of these Grant Agreement Articles.

**FY2012
SEVERE REPETITIVE LOSS STRUCTURE PROGRAM
GRANT AGREEMENT ARTICLES
CFDA# 97.092**

ARTICLE III. PERIOD OF PERFORMANCE

The initial performance period for the Grantee shall be equal to the longest performance period of the subgrantee awards. The period of performance shall be **September 15, 2012 through September 14, 2015**. All costs must be incurred during the period of performance unless pre-award costs are approved.

ARTICLE IV. AMOUNT AWARDED

This Grant Award is for the administration and completion of an approved **Severe Repetitive Loss Structure** project. Funds approved under this Grant Agreement may not be used for other purposes. If costs exceed the amount of FEMA funding approved, then the Grantee shall pay the costs that are in excess of the approved budget.

The approved budget for this Grant Award by category is:

Personnel	0
Fringe Benefit	0
Travel	0
Equipment	\$6,000.00
Supplies	\$3,943.65
Contractual	\$103,461.75
Construction	0
Other	0
TOTAL DIRECT	\$113,406.40
Indirect Charges	\$402.35
TOTAL BUDGET	\$113,807.75

The Grantee shall follow regulations found in Title 44 Code of Federal Regulations (CFR) Part 13, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments, and 2 CFR Part 225 Cost Principles for State, Local, and Indian Tribal Governments and program guidance to implement this Grant Agreement.

ARTICLE V. COST SHARE

There is no cost-share requirement for this Grant Award. The amount awarded is 100 %

**FY2012
SEVERE REPETITIVE LOSS STRUCTURE PROGRAM
GRANT AGREEMENT ARTICLES
CFDA# 97.092**

Federal.

ARTICLE VI. FEMA OFFICIALS

FEMA officials are as follows:

The Project Officer shall be an official at the FEMA Regional Office who will be responsible for the monitoring of the activities as described in the application.

The Project Officer is: Donna Nelson

The Assistance Officer is the FEMA official who has full authority to negotiate, administer and execute all business matters of this Grant Agreement.

The Assistance Officer is: Ann Mulvaney

ARTICLE VII. TERMS AND CONDITIONS

The specific terms and conditions of this agreement are as follows:

ASSURANCE COMPLIANCE:

The certifications signed by the Grantee in the application relating to maintenance of a Drug-Free workplace (2 CFR Part 182) and New Restrictions on Lobbying (44 CFR Part 18) apply to this grant agreement and are incorporated by reference.

Prohibition on Using Federal Funds

The recipient understands and agrees that it cannot use any Federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of FEMA.

Compliance with Program Guidance

The recipient agrees that all use of funds under this Grant Agreement will be in accordance with the Unified Hazard Mitigation Assistance Guidance at the time of the application.

BUDGET REVISIONS:

The Grantee shall follow prior approval requirements for budget revisions found in 44

**FY2012
SEVERE REPETITIVE LOSS STRUCTURE PROGRAM
GRANT AGREEMENT ARTICLES
CFDA# 97.092**

CFR 13.30. Transfer of funds between total direct cost categories in the approved budget shall receive the prior approval of FEMA when such cumulative transfers among those direct cost categories exceed ten percent of the total budget.

If a Grantee estimates that it will have obligated funds remaining after the end of the performance period, the Grantee must report this to the FEMA Regional Office at the earliest possible time and ask for disposition instructions.

Acceptance of Post Award Changes

In the event FEMA determines that changes are necessary to the award document after an award has been made, including changes to period of performance or terms and conditions, recipients will be notified of the changes in writing. Once notification has been made, any subsequent draw down of additional funds will indicate recipient acceptance of the changes to the award.

CLOSE OUT:

Reports Submission: Per 44 CFR 13.50, when the appropriate grant award performance period expires, the Grantee shall submit the following documents within 90 days: (1) a final Financial Report, (2) final program performance report, (3) an inventory of equipment purchased under each grant's funds, (4) an inventory of Federally-owned property, (5) other required documents specified by program regulation.

Report Acceptance: FEMA shall review the Grantee reports, perform the necessary financial reconciliation, negotiate necessary adjustments between the Grantee and FEMA's records, and close out the grant in writing.

Record Retention: Records shall be retained for 3 years (except in certain rare circumstances described in 44 CFR 13.42) from the date the final financial status report is submitted to FEMA in compliance with 44 CFR 13.42.

CONSTRUCTION PROJECT REQUIREMENTS:

1. Acceptance of Federal funding requires FEMA, the Grantee and any Subgrantees to comply with all Federal, state and local laws prior to the start of any construction activity. Failure to obtain all appropriate Federal, state and local environmental permits and clearances may jeopardize Federal funding.
2. Any change to the approved scope of work will require re-evaluation by FEMA for Grantee and Subgrantee compliance with the National Environmental Policy Act and other laws and Executive Orders.
3. If ground disturbing activities occur during construction, the Grantee and any Subgrantees must ensure monitoring of ground disturbance and, if any potential archeological resources are discovered, the Subgrantee will immediately cease

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construction in that area and notify the Grantee and FEMA.

COPYRIGHT:

The Grantee is free to copyright any original work developed in the course of or under this Grant Agreement. FEMA reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish or otherwise use, and to authorize others to use the work for Government purposes. Any publication resulting from work performed under this agreement shall include an acknowledgement of FEMA financial support and a statement that the publication does not constitute an endorsement by FEMA or reflect FEMA views.

COST SHARE:

The Grantee shall follow cost-sharing requirements mandated by program guidance, statute or regulation and in compliance with 44 CFR 13.24. Cost-share funding shall be available with the approval of each grant. Period of Performance extensions shall not be approved for delays caused by lack of cost-share funding.

ENFORCEMENT:

FEMA enforcement remedies shall be processed as specified in 44 CFR 13.43, Enforcement when the Terms and Conditions of this Grant Agreement are not met.

EQUIPMENT/SUPPLIES:

The Grantee must comply with the regulations listed in 44 CFR 13.32, Equipment, 44 CFR 13.33 Supplies, and 44 CFR 13.36 Procurement, and must be in compliance with state laws and procedures.

FUNDS TRANSFER:

No transfer of funds to agencies other than those identified in the approved Grant Agreement shall be made without prior approval of FEMA.

INSURANCE:

In compliance with Public Law 103-325, Title V National Flood Insurance Reform Act of 1973, section 582 requires that any person receiving Federal assistance for the repair, replacement, or restoration for damage to any personal or residential property at any time must maintain flood insurance if the property is located in a Special Flood Hazard Area.

PAYMENT:

Grantee shall be paid using the FEMA Payment and Reporting System (PARS), provided Grantee maintains and complies with procedures for minimizing the time between transfer of funds from the US Treasury and disbursement by the Grantee and subgrantees. The Grantee commits itself to: 1) initiating cash draw downs only when actually needed for its disbursement; 2) timely financial reporting per FEMA requirements, using the SF 425 or equivalent report; and 3) imposing the same standards of timing and amount upon any

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secondary Grantee.

Subgrantees must comply with the same payment requirement as the Grantee and must comply with the requirements specified in the Grantee's subgrant Agreement.

DUPLICATION OF PROGRAMS:

FEMA will not provide assistance under its programs for activities that it determines another Federal program has a more specific or primary authority to provide. FEMA also will not provide assistance for the applicant or subapplicant's legal obligations. FEMA may disallow or recoup amounts that duplicate other authorities.

DUPLICATION OF BENEFITS:

HMA funds cannot duplicate or be duplicated by funds received by or available to Applicants, subapplicants, or project or planning participants from other sources for the same purpose, such as benefits received from insurance claims, other assistance programs (including previous project or planning grants and subgrants from HMA programs), legal awards, or other benefits associated with properties or damage that are or could be subject of litigation.

Because the availability of other sources of mitigation grant or loan assistance is subject to available information and the means of each individual applicant, HMA does not require proof that other assistance (not including insurance) has been sought. However, it is the responsibility of the property owner to report other benefits received, any applications for other assistance, the availability of insurance proceeds, or the potential for other compensation, such as from pending legal claims for damages, relating to the property. Amounts of other grants, loans or other assistance designated for the same purpose as HMA funds, if received, may be used to reduce the non-Federal cost-share.

Where the property owner has an insurance policy covering any loss to the property which relates to the proposed HMA project, the means are available for receiving compensation for a loss or, in the case of ICC, assistance toward a mitigation project. FEMA will generally require that the property owner file a claim prior to the receipt of HMA funds.

NON DISCRIMINATION:

The program must be administered in an equitable and impartial manner, without discrimination on the grounds of race, color, religion, nationality, sex, age, or economic status. The program complies with Title VI of the 1964 Civil Rights Act and other applicable laws. All applicants/Grantees must comply with Title VI, including State and local governments distributing Federal assistance.

Applicants/Grantees and subapplicants/subgrantees will ensure that no discrimination is practiced. Applicants must consider fairness, equity, and equal access when prioritizing

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and selecting project subapplications to submit with their application. Subapplicants and subgrantees must ensure fairness, equity and equal access when consulting and making offers of mitigation to property owners that benefit from mitigation activities.

CHANGES IN SCOPES OF WORK:

Requests for changes to the SOW after award are permissible as long as they do not change the nature or total project cost of the activity, properties identified in the subapplication, the feasibility and effectiveness of the project, or the benefit cost ratio. Requests must be supported by adequate justification from the applicant in order to be processed. The justification is a description of the proposed change, a written explanation of the reason or reasons for the change; an outline of remaining funds available to support the change; and a full description of the work necessary to complete the activity. All approvals will be at FEMA's discretion, and there is no guarantee that SOW changes will be approved.

PERFORMANCE PERIODS:

Program/Project/subgrant Approval and/or Awards:

All grant award activities, including all projects and/or activities approved under each subgrant award, shall be completed within the time period prescribed and authorized on the obligating documents. All costs must be incurred within the approved performance period or be approved pre-award costs.

EXTENSIONS:

Requests for time extensions to the Period of Performance will be considered but will not be granted automatically and must be supported by adequate justification submitted to the Regional Office in order to be processed. This justification is a written explanation of the reason or reasons for the delay; an outline of remaining funds available to support the extended Period of Performance; and a description of performance measures necessary to complete the activity. Without justification, extensions requests will not be processed. Financial and progress reports must be current in order for a time extension to be considered.

RECOVERY OF FUNDS:

The Grantee will process the recovery of assistance paid to subgrantees processed through error, misrepresentation, or fraud or if funds are spent inappropriately. Recovered funds shall be submitted to FEMA as soon as the funds are collected, but no later than 90 days from the expiration date of the appropriate grant award agreement.

All fraud identifications will be reported to the FEMA Inspector General's office. The Grantee agrees to cooperate with investigation conducted by the FEMA Inspector

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General's office.

REFUND, REBATE, CREDITS:

The Grantee shall transfer to FEMA the appropriate share, based on the Federal support percentage, of any refund, rebate, credit or other amounts arising from the performance of this agreement, along with accrued interest, if any. The Grantee shall take necessary action to effect prompt collection of all monies due or which may become due and to cooperate with FEMA in any claim or suit in connection with amounts due.

REPORTS:

Federal Financial Reports (SF-425) – Required Quarterly:

The recipient shall submit the Federal Financial Report (FFR, SF-425) within 30 days of the end of the first Federal quarter following the initial Grant Agreement. The recipient shall submit quarterly FFRs thereafter until the grant ends. Reports are due on January 30, April 30, July 30, and October 30. A report must be submitted for every quarter of the period of performance, including partial calendar quarters, as well as for periods where no grant activity occurs. Future awards and fund draw downs may be withheld if these reports are delinquent. The final FFR is due 90 days after the end date of the performance period.

Performance Report:

The Grantee shall submit performance reports to the FEMA Regional Office within 30 days after end of each quarter. The report shall consist of a comparison of actual accomplishment to the approved activity objectives. The Regional Administrator may waive the initial report. The Grantee shall submit quarterly performance reports thereafter until the grant ends. Reports are due January 30, April 30, July 30, and October 30. Quarterly performance report shall report the name, completion status, expenditure, and payment-to-date of each approved activity/sub-grant award under the Grant Award.

Final Reports:

The Grantee shall submit a final FFR and Performance Report 90 days after the end date of the performance period.

TERMINATION:

The Grantee, subgrantee, or FEMA may terminate grant award agreements by giving written notice to the other party at least seven (7) calendar days prior to the effective date of the termination. All notices are to be transmitted via registered or certified mail, return receipt requested. The Grantee's authority to incur new costs will be terminated upon the date of receipt of the notice or the date set forth in the notice. Any costs incurred up to the earlier of the date of the receipt of the notice or the date of termination set forth in the

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notice will be negotiated for final payment. Close out of the Grant Agreement will be commenced and processed as prescribed under Article VII. CLOSE OUT

ARTICLE VIII. GOVERNING PROVISIONS

The Grantee and any sub-grantees shall comply with all applicable laws and regulations. A non-exclusive list of laws and regulations commonly applicable to FEMA grants is attached hereto for reference only.

The Grantee and any sub-grantees shall also be bound by the Program Guidance document. The following Office of Management and budget circulars are also applicable to this Grant Award:

1. OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations
2. OMB Circular A-102 Uniform Administrative Requirements for Grants and Cooperative Agreements with State and Local Governments

Commonly Applicable Statutes and Regulations

- Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288, as amended, 42 U.S.C. 5121 et seq., and Related Authorities
- Section 1366 of the National Flood Insurance Act of 1968 (42 U.S.C. §4001, *et seq.*, - the “NFIA” or the “The Act”), as amended.
- Title 31 Code of Federal Regulations (CFR) - Money and Finance: Treasury
 - Part 205 - Rules and Procedures for Efficient Federal-State Funds Transfers
- Title 44 CFR - Emergency Management and Assistance
 - Part 9 - Floodplain Management and Protection of Wetlands
 - Part 10 - Environmental Considerations
 - Part 65 - Identification and Mapping of Special Hazard Areas
 - Part 79 - Flood Mitigation Grants
 - Part 80 - Property Acquisition and Relocation for Open Space

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Administrative Requirements:

- Title 44 CFR - Emergency Management and Assistance
 - Part 13 - Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments

- Title 2 CFR - Grants and Agreements
 - Part 215 - Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations (OMB Circular A-110)

Cost Principles:

- Title 2 CFR - Grants and Agreements
 - Part 225 - Cost Principles for State, Local, and Indian Tribal Governments (OMB Circular A-87)
 - Part 220 - Cost Principles for Educational Institutions (OMB Circular A-21)
 - Part 230 - Cost Principles for Non-Profit Organizations (OMB Circular A-122)
-



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.

<i>Participating Member:</i>	<i>Member Number:</i>	<i>Company Affording Coverage:</i>
Schedule of Primex Property & Liability Members Attached		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:	
<input checked="" type="checkbox"/> General Liability (Occurrence Form) Professional Liability (describe) <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence	7/1/2012	7/1/2013	Each Occurrence	\$ 5,000,000
			General Aggregate	\$ 5,000,000
			Fire Damage (Any one fire)	\$
			Med Exp (Any one person)	
<input type="checkbox"/> Automobile Liability Deductible Comp and Coll: <input type="checkbox"/> Any auto			Combined Single Limit (Each Accident)	
<input type="checkbox"/> Workers' Compensation & Employers' Liability			Statutory	
			Each Accident	
			Disease - Each Employee	
			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
NH Department of Safety 33 Hazen Dr Concord, NH 03301			By: <i>Tammy Denver</i> Date: 6/4/2012 tdenver@nhprimex.org
			Please direct inquires to: Primex³ Claims/Coverage Services 603-225-2841 phone 603-228-3833 fax

Member Name	Member Number	Member SAU
Laconia, City Of	213	
Lafayette Regional School District	924	35
Landaff School District	858	35
Langdon, Town Of	216	
Lebanon Housing Authority	523	
Lincoln, Town Of	220	
Lincoln-Woodstock Cooperative School District	730	68
Lisbon Regional School District	925	35
Litchfield School District	791	27
Littleton School District	855	84
Londonderry, Town Of	224	
Lyme School District	846	76
Mascenic Regional School District	733	87
Mascoma Valley Regional School District	827	62
Mason School District	867	63
Merrimack, Town of	236	
Merrimack Valley Regional School District	735	46
Merrimack Village District	561	
Milford School District	736	40
Milford, Town Of	239	
Milton, Town Of	240	
Monroe School District	737	77
Monroe, Town Of	241	
Mont Vernon School District	738	39
Nashua Regional Planning Commission	519	
New Castle School District	797	50
New Durham, Town Of	249	
Newington School District	798	50
Newmarket School District	741	3
Newport, Town Of	256	
Northfield, Town Of	258	
North Hampton, Town Of	259	
North Hampton School District	805	21
Northumberland School District	829	58
Northumberland, Town Of	260	
Northwood School District	905	44
Northwood, Town Of	261	
Norwich School District	908	70
Nottingham School District	907	44
Orford, Town of	264	
Oyster River Youth Association	574	

* Denotes Additional Insured

New Hampshire Public Risk Management Exchange
Schedule of Members
Property and Liability Program
As of July 1, 2012



CERTIFICATE OF COVERAGE

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<i>Participating Member:</i> Schedule of Primex WC Members Attached	<i>Member Number:</i>	<i>Company Affording Coverage:</i> NH Public Risk Management Exchange - Primex ³ Bow Brook Place 46 Donovan Street Concord, NH 03301-2624
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Type of Coverage	Effective Date (mm/dd/yyyy)	Expiration Date (mm/dd/yyyy)	Limits - NH Statutory Limits May Apply, if Not	
<input type="checkbox"/> General Liability (Occurrence Form) <input type="checkbox"/> 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)	\$
<input type="checkbox"/> 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	7/1/2012	7/1/2013	<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
NH Department of Safety 33 Hazen Dr Concord, NH 03301			By: <i>Tammy Denver</i> Date: 6/4/2012 tdenver@nhprimex.org Please direct inquires to: Primex³ Claims/Coverage Services 603-225-2841 phone 603-228-3833 fax

Member Name	Member Number
Hooksett School District	921
Hudson School District	789
Inter-Lakes Cooperative School District	812
Jaffrey-Rindge Cooperative School District	923
John Stark Regional School District	765
Kearsarge Regional School District	868
Laconia School District	729
Lafayette Regional School District	924
Landaff School District	858
Lincoln-Woodstock Cooperative School District	730
Lisbon Regional School District	925
Litchfield School District	791
Littleton School District	855
Londonderry, Town Of	224
Lyme School District	846
Mascenic Regional School District	733
Mascoma Valley Regional School District	827
Mason School District	867
Merrimack School District	927
Merrimack, Town Of	236
Merrimack Valley Regional School District	735
Milford School District	736
Monroe School District	737
Mont Vernon School District	738
Moultonborough School District	850
New Castle School District	797
New Durham, Town Of	249
Newington School District	798
Newmarket School District	741
North Country Charter Academy	1211
North Country Education Services	953
North Hampton School District	805
North Hampton, Town Of	259
Northumberland School District	829
Oyster River Youth Association	574
Pelham School District	770
Peterborough, Town Of	268
Piermont School District	743
Pittsfield School District	849
Plainfield School District	853
Profile School District	857
Prospect Mountain High School	952
Rochester School District	901
Rochester, City Of	280
Rye School District	799

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.