



The State of New Hampshire
DEPARTMENT OF ENVIRONMENTAL SERVICES

Thomas S. Burack, Commissioner



April 4, 2014

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

REQUESTED ACTION

Authorize the Department of Environmental Services to award a Local Source Water Protection grant to the City of Lebanon (VC #177422), Lebanon, NH in the amount of \$10,000 to complete a project to protect public drinking water systems, effective upon Governor and Council approval through May 31, 2015. 100% Federal Funds.

Funding is available in the account as follows:

03-44-44-441018-4718-072-500574	<u>FY 2014</u>
Dept Environmental Services, DWSRF Administration, Grants- Federal	\$10,000

EXPLANATION

The Department of Environmental Services issued a request for proposals for 2014 Local Source Water Protection Grants. These grants are funded by set-asides under the Drinking Water State Revolving Loan Fund. Ten proposals were received. The proposals were evaluated and ranked based on criteria included in the request for proposals, such as whether the project fulfills a component of a source water protection program, that the proposed project addresses appropriate threats, and that the project will deliver a valuable and useful product. Based on the available federal funding, the Department determined that it could offer grants to six source protection planning projects and four source security projects. See attachment A for the proposal rankings and list of reviewers.

The City of Lebanon will use the grant funds to re-write the City of Lebanon's Subdivision and Site Plan regulations to assure that innovative low-impact development (LID) techniques and proper stormwater management are applied to new development and re-development within the City.

This agreement has been approved as to form, substance, and execution by the Office of the Attorney General. In the event that federal funds no longer become available, General funds will not be requested to support this program.

We respectfully request your approval.

Thomas S. Burack
Commissioner

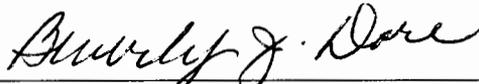
Subject: City of Lebanon

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 Environmental Services		1.2 State Agency Address 29 Hazen Drive, Concord, NH 03301	
1.3 Grantee Name City of Lebanon		1.4 Grantee Address 51 North Park Street, Lebanon, NH 03766	
1.5 Effective Date Upon G&C Approval	1.6 Completion Date May 31, 2015	1.7 Audit Date N/A	1.8 Price Limitation \$10,000.00
1.9 Grant Officer for State Agency Kelsey Vaughn NH Department of Environmental Services		1.10 State Agency. Telephone Number 603-271-2950	
1.11 Grantee Signature 		1.12 Name & Title of Grantee Signor Gregory D. Lewis, Lebanon City Manager	
1.13 Acknowledgment: State of <u>NH</u> , County of <u>GRAFTON</u>			
On <u>3/21/14</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he 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 BEVERLY J. DORE NOTARY PUBLIC MY COMMISSION EXPIRES 08/19/2014			
1.14 State Agency Signature(s) 		1.15 Name/Title of State Agency Signor(s) Thomas S. Burack, Commissioner NH Department of Environmental Services	
1.16 Approval by Attorney General (Form, Substance and Execution) By:  On: <u>4-10-14</u>			
1.17 Approval by the Governor and Council By: _____ On: _____			

2. **SCOPE OF WORK.** In exchange for grant funds provided by the state of New Hampshire, acting through the agency identified in block 1.1 (hereinafter referred to as "the State"), pursuant to RSA 21-O, 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 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 for 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: 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, compensation 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 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 or personnel, data (as that term is hereinafter defined), and other information relating to all matters covered by this Agreement. As used in this paragraph, Cont 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 such 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 Grantee officer shall be the representative of the State hereunder. In the event of any dispute hereunder, the interpretation of this Agreement by the Grantee 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 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, papers, 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

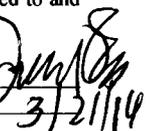
11.2.4 treat the agreement as breached and pursue any of its remedies at law or in equity, or both.

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.

Grantee Initials
Date


3/21/14

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 or employee of the Grantee and no representative, officer or employee of the State of New Hampshire or of the governing body of the locality or localities in which the *Project is to be performed, who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of such Project, shall participate in any decision relating to this Agreement which affects his or her personal interests 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, or subcontractors, 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 or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Grantee of 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 sole expense, obtain and maintain in force, or shall require any subcontractor, or assignee performing Project work to obtain and maintain in force, both for the benefit of the State, the following insurance:

17.1.1 statutory workmen's compensation and employees liability insurance for all employees engaged in the performance of the Project, and

17.1.2 comprehensive public liability insurance against all claims of bodily injuries, death or property damage, in amounts not less than \$2,000,000 for bodily injury or death any one incident, and \$500,000 for property damage in any one incident; and

17.2 The policies described in subparagraph 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 of modification of the policy earlier than ten (10) days after written notice the of 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 or 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.

Grantee Initials
Date

David J. [Signature]
3/11/2014

EXHIBIT A **SCOPE OF WORK**

City of Lebanon:

The City of Lebanon will use the grant funds to re-write the City of Lebanon's Subdivision and Site Plan regulations to assure that innovative low-impact development (LID) techniques and proper stormwater management are applied to new development and re-development within the City. The City will hire a qualified consultant to work with City staff from the Planning and Public Works Departments and representatives from the Planning Board and Conservation Commission to assist with the update of the regulations. This grant will fund neither the selection of the consultant nor the presentation of the updated regulation(s) to the Planning Board and/or City Council for approval and adoption. Specifically, the following task, as described in the application submitted to DES, will be accomplished:

1. Re-write the City of Lebanon's Subdivision and Site Plan Regulations

Research LID Regulations: The Consultant will research other communities' site plan and subdivision regulations that incorporate LID, evaluate a "stand-alone" stormwater ordinance versus an integrated ordinance, and prepare the draft regulations with input from staff and volunteer boards. A summary of the research findings will be prepared and provided to DES.

Form Regulation Update Committee: The City will form a review team composed of members of the Planning and Public Works Departments, Conservation Commission, and Planning Board. The Committee will meet at least three times, and as necessary, to discuss the Consultant's findings and revisions/updates to the Site Plan and Subdivision Regulations.

Update Site Plan and Subdivision Regulations: Update (rewrite) the City of Lebanon's Subdivision and Site Plan regulations based on the findings of the research. The updated regulations will be consistent with the 2012 City of Lebanon Master Plan and will be guided by USEPA's *Incorporating Low Impact Development into Municipal Stormwater Programs*, the NHDES's *Innovative Land Use Planning Techniques: A Handbook for Sustainable Development*, the NHDES's *Stormwater Manual*, and LID models and guidelines generated by Maine and Vermont. The Consultant will update the City's checklists and application materials to reflect the changes in the Subdivision and Site Plan regulations. Final drafts of the changes to regulations, checklists, and application materials will be provided to DES for review and comment.

Submittals: After presentation to the Planning Board and/or City Council (for standalone ordinance), the City will submit to DES a final copy of updated regulations, a copy of the presentation given to the Planning Board and/or City Council, and the meeting minutes from the presentation.

Quarterly progress report forms must be completed by grant recipients or their subcontractor and submitted to DES every three months, beginning with the first full 3 month quarter after grant approval from Governor & Council.

EXHIBIT B
BUDGET & PAYMENT METHOD

All services shall be performed to the satisfaction of the Department of Environmental Services before payment is made. All payments shall be made upon receipt and approval of stated outputs and upon receipt of associated invoice. **If invoice is less than initial estimate, only the amount on the invoice will be paid.** Payments shall be made in accordance with the following schedule, based upon completion of specific tasks:

Task Number/Description	Source Water Protection Grant
1. Re-write the City of Lebanon's Subdivision and Site Plan Regulations	\$10,000.00
TOTAL	\$10,000.00

EXHIBIT C
SPECIAL PROVISIONS

Subparagraphs 1.7 of the General Provisions shall not apply to this Agreement.

Changes to the Scope of Services or reallocation of grant funds require DES approval in advance. Payments will be made based on submitted invoices.

Work must be completed by the completion date listed on the grant agreement (section 1.6). Requests for payment along with required proof of work must be submitted no later than 90 days after the completion date or the grant will be closed out and funds will no longer be available.

If a deadline extension is requested, the grantee must make that request for approval at least two months before the completion date. Failure to do so may result in lower rankings of future grant applications.

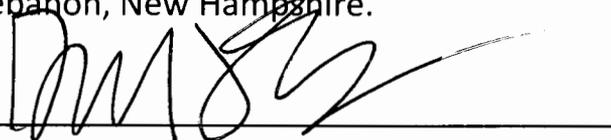
Federal Funds paid under this agreement are from a Grant to the State from the U.S. Environmental Protection Agency, Drinking Water State Revolving Fund Set-Asides under CFDA #66.468. All applicable requirements, regulations, provisions, terms and conditions of this Federal Grant are hereby adopted in full force and effect to the relationship between this Department and the grantee.



CERTIFICATE OF VOTE AUTHORIZATION

I, Sandra L. Allard, do hereby certify that:

1. I am the duly appointed Clerk of the City of Lebanon, New Hampshire ;
2. The attached is a true copy of City of Lebanon, Grants Policy #01-01-C, effective June 6, 2001 authorizing the City Manager to execute any documents which may be necessary for this grant agreement.
3. The foregoing policy has not been amended or revoked and remain in full force and effect as of March 21, 2014.
4. Gregory D. Lewis is the current duly appointed City Manager of the City of Lebanon, New Hampshire.


_____ Gregory D. Lewis, City Manager

IN WITNESS WHEREOF, I have hereunto set my hand as the City Clerk of
Lebanon, New Hampshire this 21st of March, 2014



(Signature of the Clerk of the Municipality)



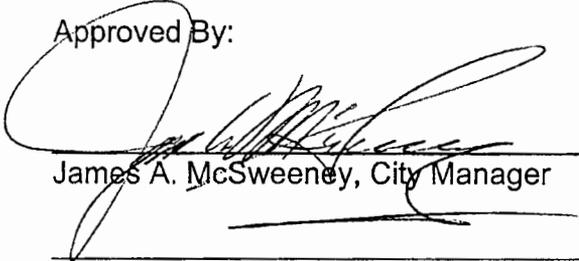
City of Lebanon ~ City Council Policy

Grants Policy

Policy Number: **01-01-C**

Effective Date: June 6, 2001

Approved By:


James A. McSweeney, City Manager

PURPOSE:

The purpose of this Policy is to establish guidelines and conditions to be used in applying for, accepting and expending unanticipated and anticipated funding from a state, federal or other governmental unit or private grant source which becomes available during the fiscal year.

POLICY:

The City Manager is authorized to apply for, accept and expend unanticipated and anticipated funding from a state, federal or other governmental unit or private source which becomes available during the fiscal year.

- 1) Such funding shall be used only for legal purposes for which the City may appropriate money and shall not require the expenditure of other City funds except those funds lawfully appropriated for the same purpose.
- 2) Nothing in this Policy shall prevent the City from complying with the approval and authorization terms and conditions of any federal or state grant including the specificity of such approvals and authorizations and the conducting of required public hearings.
- 3) This authorization is indefinite until specific rescission of such authority by the City Council.

PROCEDURE:

Please refer to the Policy attached.



CITY OF LEBANON, NEW HAMPSHIRE

GRANTS POLICY

Adopted By Lebanon City Council: June 6, 2001

GRANTS POLICY

GRANTS POLICY

TABLE OF CONTENTS

Section	Title	Page
01	GENERAL PROVISIONS	5-6
01-101	PURPOSES	5
01-102	SPECIFIC REPEALER	5
01-102.01	<i>City Council Resolution of December 17, 1996.</i>	5
01-103	APPLICATION OF THIS POLICY	5-6
01-103.01	<i>Determination as to Unanticipated Moneys.</i>	5
01-103.02	<i>Unanticipated Moneys.</i>	5-6
01-103.03	<i>Anticipated Moneys.</i>	6
01-104	AMENDMENT OF THIS POLICY	6
01-105	EFFECTIVE DATE	6
02	AUTHORITY	7-8
02-101	CITY MANAGER	7-8
03	PROCEDURE	9-10
03-101	GENERAL	9
03-201	PRIOR TO APPLYING FOR UNANTICIPATED OR ANTICIPATED FUNDS	9-10
03-201.01	<i>City Manager Approval Required.</i>	9
03-201.02	<i>Local Matching Share.</i>	9
03-201.03	<i>Preliminary Information Required Prior to Application.</i>	9-10
03-201.04	<i>City Manager Determination.</i>	10
03-301	SUBSEQUENT TO APPLYING FOR UNANTICIPATED OR ANTICIPATED FUNDS	10
03-301.01	<i>Reporting to City Council.</i>	10

[Reserved]

GRANTS POLICY

01 GENERAL PROVISIONS

01-101 PURPOSES

The purpose of this Policy is to establish guidelines and conditions to be used in applying for, accepting and expending unanticipated and anticipated funding from a state, federal or other governmental unit or private grant source which becomes available during the fiscal year.

01-102 SPECIFIC REPEALER

01-102.01 ***City Council Resolution of December 17, 1996.*** The following Resolution, passed by the Lebanon City Council, acting in special session on Tuesday, December 17, 1996, is herewith repealed subject to adoption of this Policy:

“FOR THE PURPOSE OF authorizing the City Manager to apply for and expend unanticipated money from state, federal or other governmental unit or private sources which become available during the fiscal year.

NOW THEREFORE BE IT RESOLVED, by the City of Lebanon, that, after approval by the City Council, the City Manager is herewith authorized to apply for, accept and expend, without further action by the City Council, unanticipated money from state, federal or other governmental unit or private source which becomes available during the fiscal year.

NOW THEREFORE BE IT FURTHER RESOLVED, by the City of Lebanon, that said authorization shall be indefinite until specific rescision of such authority by the City Council.”

01-103 APPLICATION OF THIS POLICY

01-103.01 ***Determination as to Unanticipated Moneys.*** Analysis of the inherent uncertainty of grant or other state, federal or governmental unit or private source funding, including certainty of availability, application time lines, appropriateness in terms of consistency with, and support of, established City and department goals and objectives, and funding levels is required. The identification of a potential funding source as *unanticipated* is subject to a determination based on past experience and on the best information currently available which conservatively categorizes the potential funding source as being either (a) *available with reasonable certainty* (clearly evidenced by official, binding written commitments); (b) *potentially available* (reasonably susceptible of being available); or (c) *uncertain as to availability*.

01-103.02 ***Unanticipated Moneys.*** A determination made concluding that the application for,

GRANTS POLICY

acceptance and expenditure of, a potential funding source from a state, federal or other governmental unit or private source may be reasonably categorized as either "*potentially available*," or "*uncertain as to availability*" qualifies such source as *unanticipated*.

01-103.02 ***Anticipated Moneys.*** Anticipated funding is subject to the normal budget process including appropriation and identification and designation of revenue sources. A determination made concluding that the application for, acceptance and expenditure of, a potential funding source from a state, federal or other governmental unit or private source is "*available with reasonable certainty*" qualifies such source as "*anticipated*."

01-104 **AMENDMENT OF THIS POLICY**

The City Manager may implement changes to this Policy without prior notice if it is deemed to be in the best interest of the City. This Policy is available for public review and inspection.

01-105 **EFFECTIVE DATE**

This Policy was adopted by the Lebanon City Council June 6, 2001 effective upon adoption.

GRANTS POLICY

02 **AUTHORITY**

02-101 **CITY MANAGER**

The City Manager is authorized to apply for, accept and expend unanticipated and anticipated funding from a state, federal or other governmental unit or private source which becomes available during the fiscal year.

- 1) Such funding shall be used only for legal purposes for which the City may appropriate money and shall not require the expenditure of other City funds except those funds lawfully appropriated for the same purpose.
- 2) Nothing in this Policy shall prevent the City from complying with the approval and authorization terms and conditions of any federal or state grant including the specificity of such approvals and authorizations and the conducting of required public hearings.
- 3) This authorization is indefinite until specific rescission of such authority by the City Council.

[Reserved]

GRANTS POLICY

03 PROCEDURE

03-101 GENERAL

Grant funds might support a variety of useful and needed City programs and service efforts. The application for, acceptance and expenditure of, such funding must be done in a context that does not overlook the risks and difficulties associated with grant funding and the possible or potential unexpected difficulties and hidden financial demands that may be placed on the City in either in the short-term or at a later date. An important concern is the inability to foresee the implication of grant programs. These difficulties stem from two principal sources: uncertainty about future grant funding levels and a lack of knowledge about how grant administrative and policy requirements will affect programs, costs and the achievement of City and City department goals and objectives.

03-201 PRIOR TO APPLYING FOR UNANTICIPATED OR ANTICIPATED FUNDS

03-201.01 *City Manager Approval Required.* Application for unanticipated and anticipated funding requires prior City Manager approval. The acceptance and subsequent expenditure of unanticipated or anticipated funding is likewise contingent on City Manager approval subject to analysis and determination as outlined in this Policy.

03-201.02 *Local Matching Share.* The responsible City Department proposing the application for unanticipated or anticipated funding is required to clearly identify the source of local financial matching requirements, if there are any.

- 1) If the local matching share consists of appropriated, funded and available spending authority, no further action is required beyond identification and earmarking.
- 2) If the local matching share does not consist of appropriated, funded and available spending authority, the procedures applicable to effecting a supplemental appropriation must be followed taking into consideration any special noticing requirements in connection with specific grant requests.

03-201.03 *Preliminary Information Required Prior to Application.* In order to understand the potential financial risks the City will bear by entering a grant program, or other program supported in whole or part through from other unanticipated or anticipated state, federal or other governmental unit or private source funding which becomes available during the fiscal year, and because financial and administrative requirements will affect City programs and costs, the following information shall be provided prior in connection with the City Manager's consideration and approval:

- 1) Size of the grant in the current year and in future years if funding is

GRANTS POLICY

continued.

- 2) Identify: a) grant administrator; and b) In the event the grant application is to be written/submitted by a consultant, information on cost, which may be a good faith estimate, and the source of funds to pay the consultant.
- 3) Number of employees it will add to the City's payroll, not including employees who may have to be paid from local funds if the grant is withdrawn or terminated -- if the City is to absorb these costs, the expenditure should be reviewed as a new program.
- 4) Level of operating and maintenance costs, to be funded locally, associated with the grant program.
- 5) Number of residents to be served and the method of service.
- 6) Capability of the City's financial management system to adequately monitor grant monies.
- 7) Probability of grant continuation, including how continuation is to be determined, and what long-term authorization has been given for the program at the granting source.
- 8) Obligations imposed by accepting grant.
- 9) Likelihood of continuing the program with City funding once the grant is exhausted or terminated.
- 10) How will local/other financial matching requirements be met?
- 11) Will a City operational or financial procedures have to be changed to meet grant requirements?
- 12) Will any ongoing City programs be brought under state or federal regulations because of the grant program and, if so, in what way?
- 13) What problem or need will go unmet if the grant is not accepted?
- 14) How will utilization and implementation of grant funds contribute to the achievement of City and department/division goals and objectives?
- 15) What is the time period the grant funds may be used?
- 16) Project to be included in Capital Improvement Program?

03-201.04 ***City Manager Determination.*** Following receipt and analysis of the information outlined in Section 03-201.03 (*Preliminary Information Required Prior to Application*) the City Manager shall make a determination whether to approve or reject the application as proposed.

03-301 **SUBSEQUENT TO APPLYING FOR UNANTICIPATED OR ANTICIPATED FUNDS**

03-301.01 ***Reporting to City Council.*** Upon application for unanticipated or anticipated funding the City Manager shall apprise the City Council in summary fashion of the forgoing issues. Nothing in this Policy shall preclude the City Council from rejecting any grant offer.

CERTIFICATE OF COVERAGE

This certificate evidences the limits of liability in effect at the inception of the Coverage Agreement(s) (also known as the Member Agreement(s)) described below. This certificate is issued as a matter of information only and confers no rights on the certificate holder and does not amend, extend, or alter the coverage afforded by the Member Agreement(s) except to the extent provided in the Additional Covered Party box or Loss Payee box below, if checked.

THIS IS TO CERTIFY THAT THE ENTITY NAMED BELOW HAS BEEN ISSUED THE MEMBER AGREEMENT(S) FOR THE AGREEMENT TERM(S) INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM, OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE COVERAGE AFFORDED BY THE MEMBER AGREEMENT(S) IS SUBJECT TO ALL THE EXCLUSIONS, EXTENSIONS, TERMS, AND CONDITIONS OF SUCH MEMBER AGREEMENT(S). AGGREGATE LIMITS MAY HAVE BEEN REDUCED BY PAID CLAIMS

Participating Entity: City of Lebanon Participant Number: 055-070195-14		Company Affording Coverage (the "Company"): HealthTrust, Inc. PO Box 617, Concord, NH 03302-0617		
Description: Proof of Coverage				
<input checked="" type="checkbox"/> General Liability (Member Agreement Section III.A)	7/1/2013	6/30/2014		
			Each Occurrence	\$5,000,000
			General Aggregate	\$
			Personal & Adv Injury	\$
			Med Exp (any one person)	\$
			Products-Comp/Op Agg	\$
			Fire Damage (each fire)	\$
<input checked="" type="checkbox"/> Automobile Liability (Member Agreement Section III.A) <input type="checkbox"/> Any Auto <input type="checkbox"/> All Owned Autos <input type="checkbox"/> Scheduled Autos <input type="checkbox"/> Hired Autos <input type="checkbox"/> Non-Owned Autos <input type="checkbox"/> Other _____	7/1/2013	6/30/2014		
			Each Occurrence	\$5,000,000
			Bodily Injury (per person)	\$
			Bodily Injury (per accident)	\$
			Property Damage (per accident)	\$
<input type="checkbox"/> Excess Liability			Each Occurrence	\$N/A
			Aggregate	\$N/A
<input checked="" type="checkbox"/> Property (All Risk including Theft) (Member Agreement Section I) Deductible: \$1,000	7/1/2013	6/30/2014		\$ Per Scheduled limits and Member Agreement
<input checked="" type="checkbox"/> Workers' Compensation (Coverage A) Employer's Liability (Coverage B)	7/1/2013	6/30/2014	Cov. A	Statutory
			Cov. B: Each Accident	\$2,000,000
			Disease - Each Employee	\$2,000,000
			Disease - Policy Limit	\$2,000,000

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

<input checked="" type="checkbox"/> Certificate Holder Only		
Coverage for the Additional Covered Party is limited to "bodily injury" or "property damage" caused by, an only to the extent of, the sole negligence of the Participating Entity, and no protection is available for the negligence of others, including the Additional Covered Party and its directors, officers, employees, or agents. Available limits of coverage are shared between the Participating Entity and the Additional Covered Party.*		
* Terms in quotes are defined in the Member Agreement.		
Certificate Holder: State of New Hampshire Department of Environmental Services ATTN: Kelsey Vaughn PO Box 95 Concord, NH 03302-0095	Date Issued: 3/21/2014	Please direct inquiries to: Debra A. Lewis 603.230.3332

Attachment A
2014 Local Source Water Protection Grant Rankings

Grant Reviewer List

Name	Department	Bureau	Title	Justification (Experience)
Paul Susca	NHDES	Drinking Water & Groundwater Bureau	Administrator III	Source Water Protection Program Manager (9 years)
Johnna McKenna	NHDES	Drinking Water & Groundwater Bureau	Supervisor VII	Grant Program Manager (15 years)
Pierce Rigrod	NHDES	Drinking Water & Groundwater Bureau	Environmentalist IV	Grant Project Management (9 years)

Applications and Rankings
Source Protection Planning Projects

Grant Applicant	Project Location	Original Grant Amount Requested	Rank
Town of Plaistow	Plaistow	\$19,995.70	1
City of Lebanon	Lebanon	\$10,000	2
Strafford Regional Planning Commission	Rochester	\$12,677.50	3
Wagon Wheel Tenants Coop	Londonderry	\$5,300	4
Jackson Water Precinct	Jackson	\$20,000	5
Town of Meredith	Meredith	\$20,000	6

Source Security Projects

Grant Applicant	Project Location	Original Grant Amount Requested	Rank
Town of Exeter	Exeter	\$13,768	1
Town of Winchester	Winchester	\$2,900	2
Town of Pittsburg	Pittsburg	\$14,250	3
Emerald Lake Village District	Hillsborough	\$20,000	4