



# State of New Hampshire

DEPARTMENT OF SAFETY  
JAMES H. HAYES BLDG. 33 HAZEN DR.  
CONCORD, N.H. 03305  
(603) 271-2791

EDDIE EDWARDS  
ASSISTANT COMMISSIONER

STEVEN R. LAVOIE  
ASSISTANT COMMISSIONER

ROBERT L. QUINN  
COMMISSIONER

September 13, 2024

His Excellency, Governor Christopher T. Sununu  
and the Honorable Council  
State House  
Concord, New Hampshire 03301

### REQUESTED ACTION

Authorize the Department of Safety, Division of Homeland Security and Emergency Management (HSEM) to enter into a grant agreement with the Town of Franconia (VC#177389-B001), PO Box 900, Franconia, NH 03580, in the amount of \$769,734.90 to replace the culvert on Wells Road. Effective upon Governor and Council approval through May 2, 2026. 100% Federal Funds.

Funding is available in the SFY 2025 operating budget as follows:

02-23-23-236010-29200000	Dept. of Safety – HSEM – HMGP	<u>SFY 2025</u>
072-500574	Grants to Local Gov't - Federal	\$769,734.90
Activity Code: 23DR4516HM		

### EXPLANATION

The purpose of this grant is for the Town of Franconia to replace the existing 6 FT diameter CMP culvert with a 14 FT wide hydraulic opening, installing a precast concrete three-sided ridged frame with footings, reconstructing approximately 100 FT of roadway on each side of the bridge, installing wingwalls, headwalls, riprap, and guardrails, implementing erosion and sediment controls with water diversion structures during construction, and stabilizing the site post-construction. The grant listed above is funded by the Hazard Mitigation Grant Program (HMGP), which was awarded to the Department of Safety, HSEM, from the Federal Emergency Management Agency (FEMA). HMGP provides funding to sub-recipients for cost-effective hazard mitigation activities that complement a comprehensive mitigation program. FEMA provides HMGP funds to states that, in turn, provide sub-grants or contracts for a variety of mitigation activities, such as planning, and the implementation of projects identified through the evaluation of natural hazards.

HMGP is 90% Federally funded by FEMA with a 10% match requirement supplied by the sub-recipient. The sub-recipient acknowledges their match obligation as part of Exhibits B and C to their grant agreement.

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

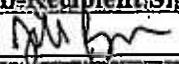
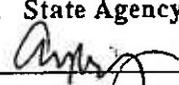
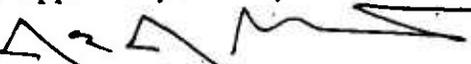
Respectfully submitted,

  
Robert L. Quinn  
Commissioner of Safety

**GRANT AGREEMENT**

The State of New Hampshire and the Subrecipient hereby  
Mutually agree as follows:  
**GENERAL PROVISIONS**

**1. IDENTIFICATION AND DEFINITIONS**

1.1. State Agency Name NH Department of Safety, Homeland Security and Emergency Management		1.2. State Agency Address 33 Hazen Drive Concord, NH 03305	
1.3. Sub-Recipient Name Town of Franconia (177389-B001)		1.4. Sub-Recipient Address PO Box 900, Franconia, NH 03580	
1.5. Sub-Recipient Telephone 603-823-7752	1.6. Account Number AU #29200000	1.7. Completion Date May 2, 2026	1.8. Grant Limitation \$769,734.90
1.9. Grant Officer for State Agency Austin Brown, Chief of Mitigation & Recovery		1.10. State Agency Telephone Number (603) 271-2231	
"By signing this form we certify that we have complied with any public meeting requirement for acceptance of this grant, including if applicable RSA 31:95-b."			
1.11. Sub-Recipient Signature 1 		1.12. Name & Title of Sub-Recipient Signor 1 Jill Brewer, Selectboard Chair	
1.11. Sub-Recipient Signature 2 		1.12. Name & Title of Sub-Recipient Signor 2 Daniel Walker, Selectboard	
1.11. Sub-Recipient Signature 3		1.12. Name & Title of Sub-Recipient Signor 3	
1.13. State Agency Signature(s) By: 		1.14. Name & Title of State Agency Signor(s) On: / / Amy Newbury, Director of Administration	
1.15. Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: / /			
1.16. Approval by Attorney General (Form, Substance and Execution) (if G & C approval required) By:  Assistant Attorney General, On: / / 02 OCT 24			
1.17. Approval by Governor and Council (if applicable) By: _____ On: / /			

**2. SERVICES TO BE PERFORMED.** The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly

described in the attached EXHIBIT B which is incorporated herein by reference ("Services").

**3. EFFECTIVE DATE/COMPLETION OF SERVICES.**

Subrecipient Initials: 1.)  2.) 

3.)  Date: 

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.17, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

#### 4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds affected by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

#### 5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT C which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision 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 Price Limitation set forth in block 1.8.

#### 6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Contractor shall comply with all applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3. The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

#### 7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

#### 8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

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

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of

Subrecipient Initials 1.)                     

2.)                     

3.)                     

Date 7/13/21

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 cured, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor 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 contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 give the Contractor a written notice specifying the Event of Default and set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

8.3. 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 of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default 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 Event of Default on the part of the Contractor.

#### 9. TERMINATION.

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT B. In addition, at the State's discretion, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement.

#### 10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

10.1 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, papers, and documents, all whether finished or unfinished.

10.2 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.

10.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

11. **CONTRACTOR'S RELATION TO THE STATE.** In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

#### 12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

12.1 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. **INDEMNIFICATION.** Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omission of the Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. 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 in paragraph 13 shall survive the termination of this Agreement.

#### 14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 commercial general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate or excess; and

Subrecipient Initials

1.

2.

3.

Date

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 10.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

#### 15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("*Workers' Compensation*").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. The Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. **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 given in blocks 1.2 and 1.4, herein.

17. **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 Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

18. **CHOICE OF LAW AND FORUM.** This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule

of construction shall be applied against or in favor of any party. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

19. **CONFLICTING TERMS.** In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and/or attachments and amendment thereof, the terms of the P-37 (as modified in EXHIBIT A) shall control.

20. **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.

21. **HEADINGS.** The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. **SPECIAL PROVISIONS.** Additional or modifying provisions set forth in the attached EXHIBIT A are incorporated herein by reference.

23. **SEVERABILITY.** In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. **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 with respect to the subject matter hereof.

Subrecipient Initials

1.)

2.)

3.)

Date

**EXHIBIT A**

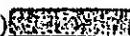
**Special Provisions**

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

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

Subrecipient Initials 1.) 

2.) 

3.) 

Date 

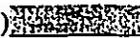
**EXHIBIT B**

**Scope of Services**

1. The Department of Safety, Division of Homeland Security and Emergency Management (hereinafter referred to as "the State") is awarding the Town of Franconia (hereinafter referred to as "the Subrecipient") \$769,734.90 to replace the existing 6 FT diameter CMP culvert with a 14 FT wide hydraulic opening, installing a precast concrete three-sided ridged frame with footings, reconstructing approximately 100 FT of roadway on each side of the bridge, installing wingwalls, headwalls, riprap, and guardrails, implementing erosion and sediment controls with water diversion structures during construction, and stabilizing the site post-construction.
2. "The Subrecipient" agrees that the project grant period ends on May 2, 2026 and that a final performance and expenditure report will be sent to "the State" by June 2, 2026.
3. "The Subrecipient" agrees to comply with all applicable federal and state laws, rules, regulations, and requirements.
4. "The Subrecipient" shall maintain financial records, supporting documents, and all other pertinent records for a period of three (3) years from the grant period end date. In these records, "the Grantee" shall maintain documentation of the 10% cost share required by this grant.
5. "The Subrecipient" agrees to comply with all the Acknowledgement of Programmatic Requirements and the Record of Environmental Considerations.
6. "The Subrecipient" shall participate in a pre-construction initial site visit from FEMA at least 30 days prior to construction commencing.
7. The financial assistance provided for this project is conditioned upon the delivery of the following components: 1. "The Subrecipient" will replace the existing 6 FT Diameter CMP culvert with a 14 FT wide hydraulic opening. 2. Install a precast concrete three-sided ridged frame (open-bottomed box culvert) with precast concrete footings. Approximately 100 FT of roadway reconstruction is anticipated on each side of the bridge. 3. Install wingwalls and headwalls at the inlet and outlet, as well as riprap for scour protection. 4. Install guardrails along the road. 5. Erosion and sediment controls would be put in place during construction and water diversion structures, such as cofferdams, clean-water-bypass, and sedimentation basin, would be utilized. 6. After construction, the site would be stabilized.

Subrecipient Initials: 1.) 

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Date: 

**EXHIBIT C**

**Grant Amount and Payment Schedule**

1. GRANT AMOUNT

	<b>Sub-Applicant</b>	<b>Grant</b>	
	<b>Share</b>	<b>(Federal Share)</b>	<b>Cost Totals</b>
Project Cost	\$85,526.10	\$769,734.90	\$855,261.00
Project Cost is 90% Federal Funds, 10% Applicant Share			
<b>Awarding Agency:</b> Federal Emergency Management Agency (FEMA)			
<b>Award Title &amp; #:</b> Hazard Mitigation Grant Program (HMGP) 4516DRNHP00000185			
<b>Assistance Listings Number:</b> 97.039			
<b>Applicant's Unique Entity Identifier (UEI):</b> LFBBQRMV8C38			

2. PAYMENT SCHEDULE

- a. "The Subrecipient" agrees the total payment by "the State" under this grant agreement shall be up to **\$769,734.90**.
- b. "The Subrecipient" shall submit invoices to "the State" with supporting documentation, i.e., copies of purchase orders, vendor invoices, and/or cancelled checks. Upon review and approval of the invoices and supporting match documentation, "the State" will forward the funds to "the Subrecipient". "The Subrecipient" shall expend the grant funds within thirty (30) days and provide proof of this to "the State" within forty-five (45) days.
- c. "The State" shall reimburse up to **\$769,734.90** to "the Subrecipient" upon "the State" receiving a reimbursement request with match documentation and appropriate backup documentation (i.e., copies of invoices, copies of canceled checks, and/or copies of accounting statements).
- d. Upon contract approval, allowable match may be incurred for this project from the start of the federal period of performance of this grant, August 5, 2021, to the identified completion date (block 1.7).

Subrecipient Initials: 1.) 

2.) 

3.) 

Date: 

**Town of Franconia  
Board of Selectmen's Regular Meeting  
& Public Hearing for the Acceptance of Unanticipated Revenue  
Tuesday, September 3, 2024 at 4pm  
at Franconia Town Hall**

\*\*\*\*\*

**Board Members Present:** Jill Brewer, Dan Walker

**Board Members Absent:** Eric Meth

**Others in Attendance:** Libby Staples, Jenny Monahan, Jan Cole, Chris Dube, Steve Schwartz, Monica Laflamme, Susan Moore

**The meeting was called to order at 4:02pm**

Chairman Brewer opened the public hearing and explained to attendees that the unanticipated funds are from a grant the town applied for to install a box culvert on Wells Road. Chris Dube asked what the amount of the award is. Chairman Brewer said the grant award is \$769,734.90, with a total project cost of \$855,261.00, and the town is required to pay a 10% match of \$85,526.10. There was a brief discussion between attendees Jan Cole and Chris Dube about the town's remaining ARPA funds and when those funds will be allocated.

Chris Dube inquired about the location of the box culvert on Wells Road. Selectman Walker explained.

There were no further questions from the public.

Chairman Brewer made a motion that the town accept the terms of the Hazard Mitigation Grant Program for the Wells Road Culvert, seconded by Selectman Walker. Motion passes unanimously.

Chairman Brewer then stated that the Select Board, in a majority vote, accepted the terms of the Hazard Mitigation Grant Program as presented in the amount of \$769,734.90 for the Wells Road Culvert. Furthermore, the Board acknowledges that the total cost of this project will be \$855,261.00, in which the town will be responsible for a 10% match (\$85,526.10).

Chairman Brewer then signed and initialed the grant agreement.

**Other Business**

The selectmen reviewed and signed the August 31<sup>st</sup> to September 5<sup>th</sup>, 2024 transaction report.

Town Administrator Staples said that in order to correct language in warrant article 5, the board needs to readopt the following resolution:

Chairman Brewer made a motion that the town adopt the following resolution: Pursuant to RSA 674:57, by resolution of the Board of Selectmen, all lands designated as special flood hazard areas by the

Federal Emergency Management Agency (FEMA) in its "Flood Insurance Study for the County of Grafton, NH" dated February 8, 2024, together with the associated Flood Insurance Rate Maps Panels 33009C0290F, 33009C0295F, 33009C0315F, 33009C0320F, and 33009C0455F dated February 8, 2024 and 33009C0140E, 33009C0257E, 33009C0259E, 33009C0267E, 33009C0270E, 33009C0280E, 33009C0285E, 33009C0305E and 33009C0310E dated February 20, 2008, are declared to be part of the Town of Franconia Zoning Ordinance and are hereby incorporated by reference.

Selectman Walker seconds, motion passes unanimously.

With no further discussion, the meeting was adjourned at 4:12pm.

Respectfully,

Jenny Monahan  
Executive Assistant



## CERTIFICATE OF COVERAGE

The New Hampshire Public Risk Management Exchange (Primex<sup>3</sup>) 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, Primex<sup>3</sup> is authorized to provide pooled risk management programs established for the benefit of political subdivisions in the State of New Hampshire.

Each member of Primex<sup>3</sup> is entitled to the categories of coverage set forth below. In addition, Primex<sup>3</sup> 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 Primex<sup>3</sup>, including but not limited to the final and binding resolution of all claims and coverage disputes before the Primex<sup>3</sup> 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 Primex<sup>3</sup>. 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.

<b>Participating Member:</b> Town of Franconia PO Box 900 Franconia, NH 03580	<b>Member Number:</b> 174	<b>Company Affording Coverage:</b> NH Public Risk Management Exchange - Primex <sup>3</sup> PO Box 23 Hooksett, NH 03106-9716
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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 checked="" type="checkbox"/>	<b>General Liability (Occurrence Form)</b> <b>Professional Liability (describe)</b> <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence	1/1/2024	1/1/2025	Each Occurrence	\$ 2,000,000
				General Aggregate	\$ 10,000,000
				Fire Damage (Any one fire)	
				Med Exp (Any one person)	
<input checked="" type="checkbox"/>	<b>Automobile Liability</b> Deductible    Comp and Coll: \$1,000  <input type="checkbox"/> Any auto	1/1/2024	1/1/2025	Combined Single Limit (Each Accident)	\$2,000,000
				Aggregate	\$10,000,000
<input checked="" type="checkbox"/>	<b>Workers' Compensation &amp; Employers' Liability</b>	1/1/2024	1/1/2025	<input checked="" type="checkbox"/> Statutory	
				Each Accident	\$2,000,000
				Disease - Each Employee	\$2,000,000
				Disease - Policy Limit	
<input checked="" type="checkbox"/>	<b>Property (Special Risk includes Fire and Theft)</b>	1/1/2024	1/1/2025	Blanket Limit, Replacement Cost (unless otherwise stated)	Deductible: \$1,000

**Description:** Proof of Primex Member coverage only.

<b>CERTIFICATE HOLDER:</b>	<b>Additional Covered Party</b>	<b>Loss Payee</b>	Primex <sup>3</sup> - NH Public Risk Management Exchange
			By: <i>Mary Beth Purcell</i>
			Date: 9/6/2024    mpurcell@nhprimex.org
State of NH NH Dept of Safety 33 Hazen Dr Concord, NH 03305			Please direct inquires to: Primex <sup>3</sup> Claims/Coverage Services 603-225-2841 phone 603-228-3833 fax



U.S. Department of Homeland Security  
FEMA Region I  
220 Binney Street  
Cambridge, MA 02142

**FEMA**

**Sent Via Email**

August 22, 2024

Robert Buxton  
Governor's Authorized Representative  
Director  
New Hampshire Homeland Security and  
Emergency Management  
33 Hazen Drive  
Concord, New Hampshire

Re: Major Disaster Declaration: FEMA-4516-DR-NH  
Program: Hazard Mitigation Grant Program, Assistance Listing #97.039  
Recipient: New Hampshire Homeland Security and Emergency Management  
Subrecipient: Town of Franconia  
Federal Award No.: 4516DRNHP00000185  
Project: Franconia Wells Road Culvert  
Project #: HMGP-4516-18R

Dear Director Buxton,

The Federal Emergency Management Agency (“FEMA”), U.S. Department of Homeland Security has awarded the above-referenced subaward that the New Hampshire Homeland Security and Emergency Management submitted under the Hazard Mitigation Grant Program (“HMGP”) for FEMA-4516-DR-NH. The Subrecipient for this subaward is the Town of Franconia and the approved federal funding for the subaward is \$769,734.90, which is 90% of the total approved project cost of \$855,261.00. As a condition of the federal award, the Town of Franconia is required to contribute a non-Federal cost-share of \$85,526.10.

By accepting this Federal award, you acknowledge that the terms and conditions set forth in the following documents are incorporated into the terms and conditions of this award and will ensure that you incorporate them into any subaward to the subapplicant.

- FEMA-State Agreement for FEMA-4516-DR-NH
- FY 2020 Department of Homeland Security Standard Terms and Conditions, v. 10.1
- Hazard Mitigation Assistance Guidance (2015)
- Acknowledgment of Programmatic Requirements (enclosed)
- Obligation Report (enclosed)
- Record of Environmental Consideration (enclosed)

If you have any questions, please contact Austin Lizotte, Mitigation Division, FEMA Region I at [austin.lizotte@fema.dhs.gov](mailto:austin.lizotte@fema.dhs.gov).

Sincerely,

Richard H. Verville  
Deputy Director, Mitigation Division  
FEMA Region I

Enclosures

cc: Austin Brown, Chief of Mitigation & Recovery, New Hampshire Homeland Security & Emergency Management

Dena Norman, Assistant Chief of Mitigation, New Hampshire Homeland Security & Emergency Management

**INFORMATION CONCERNING THE FEDERAL AWARD**

**Hazard Mitigation Grant Program**  
Major Disaster FEMA-4516-DR-NH  
Federal Award No.: 4516DRNHP00000185  
Project No.: HMGP-4516-18R

Recipient Name:	New Hampshire Homeland Security and Emergency Management
Recipient's Unique Entity Identifier (UEI):	V9GSW38ZEVC5
Subrecipient Name:	Town of Franconia
Subrecipient's Unique Entity Identifier (UEI):	LFBBQRMV8C38
Assistance Listings Number and Title:	97.039, Hazard Mitigation Grant Program
Federal Award Identification Number (FAIN):	4516DRNHP00000005
HMGP Project Number:	HMGP-4516-18R
Federal Award Date:	August 22, 2024
Period of Performance Start and End Date:	8/5/2021 – 5/2/2026 Project Completion ▪ HMGP Projects: 5/2/2026
Budget Period Start and End Date:	8/5/2021 – 5/2/2026
Amount of Federal Funds Obligated by this Action:	\$769,734.90
Total Amount of Federal Funds Obligated:	\$769,734.90
Total Approved Cost Sharing or Matching:	\$85,526.10
Total Amount of the Federal Award Including Approved Cost Share or Matching:	\$855,261.00
Budget Approved by the Federal Awarding Agency (to comply with statutory requirements (e.g. FFATA)):	The approved budget is set forth below.
Federal Award Description	Localized Flood Risk Reduction Project

Name of Federal Awarding Agency and Contact Information for Awarding Official:	Federal Emergency Management Agency Richard Verville, Deputy Director, Mitigation Division Email: <a href="mailto:richard.verville@fema.dhs.gov">richard.verville@fema.dhs.gov</a> Phone: (857) 205-2841
Identification of Whether the Award is R&D:	No part of this Federal award is for research and development.
Indirect Cost Rate for the Federal Award:	Indirect costs are not authorized under this award.

### BUDGET COST CATEGORIES

Object Class	Cost
Administrative and legal expenses	\$0
Land, structures, rights-of-way, appraisals, etc.	\$8,000.00
Relocation expenses and payments	\$0
Architectural and engineering fees	\$60,000.00
Other architectural and engineering fees	\$109,000.00
Project inspection fees	\$0
Site work	\$ 0
Demolition and removal	\$ 0
Construction	\$638,870.00
Equipment	\$0
Miscellaneous	\$0
Contingencies <small>(not automatically available for use. FEMA's prior approval is required)</small>	\$39,391.00
<b>Total:</b>	<b>\$855,261.00</b>

**PROJECT SPECIFIC TERMS AND CONDITIONS**

**Hazard Mitigation Grant Program**  
Major Disaster FEMA-4516-DR-NH  
Federal Award No.: 4516DRNHP00000185  
Project No.: HMGP-4516-18R

**I. FINAL MITIGATION PROJECT REQUIREMENT**

The financial assistance provided for this project is conditioned upon the delivery of the following components: 1. The Town of Franconia will replace the existing 6 FT Diameter CMP culvert with a 14 FT wide hydraulic opening. 2. Install a precast concrete three-sided ridged frame (open-bottomed box culvert) with precast concrete footings. Approximately 100 FT of roadway reconstruction is anticipated on each side of the bridge. 3. Install wingwalls and headwalls at the inlet and outlet, as well as riprap for scour protection. 4. Install guardrails along the road. 5. Erosion and sediment controls would be put in place during construction and water diversion structures, such as cofferdams, clean-water-bypass, and sedimentation basin, would be utilized. 6. After construction, the site would be stabilized.

**II. PRE-CONSTRUCTION INITIAL SITE VISIT**

- A. FEMA will coordinate with the State to request an initial pre-construction site visit following award, with a minimum of thirty (30) days prior to construction commencing.
- B. The Recipient must coordinate with the Subrecipient and ensure the appropriate non-federal entities are in attendance of the pre-construction site visit.

**III. SCOPE OF WORK CHANGES**

- A. The Recipient must request and obtain FEMA approval for a change in the scope of work as detailed in the *Hazard Mitigation Assistance Guidance* and 2 C.F.R. § 200.308 before the Recipient or subrecipient commences work on any such change.
- B. Any change to the scope of work initiated before FEMA's approval may jeopardize the funding for the project.
- C. Modifications to the subawards must be reported, requested, and processed during the implementation phase of the subaward.
- D. All approvals to a change in scope of work are committed entirely to FEMA's discretion.

**IV. BUDGET CHANGES**

- A. The Recipient is required to report deviations from approved budget and request prior approval as detailed in 2 C.F.R. § 200.308
- B. Modifications to the subawards must be reported, requested, and processed during the implementation phase of the subaward.
- C. Contingencies. Contingency assistance is not automatically available for use. Prior to its release, contingency assistance must be re-budgeted to another direct cost category. Post-

award changes to the budget to access contingency assistance require prior written approval from FEMA. The written request should demonstrate what unforeseen condition related to the project arose that required the use of contingency assistance.

## V. SUBAWARDS

A. Making Subawards. The Recipient, as a pass-through entity, must meet the requirements of 2 C.F.R. § 200.331 when making any subawards. The information included in the subaward must include, among other things, all the terms and conditions imposed by FEMA upon the Recipient and the subaward period of performance start and end dates. The end date cannot extend beyond the period of performance for the prime HMGP award.

B. Monitoring. The non-Federal entity is responsible for oversight of the operations of the Federal award supported activities. The Recipient, as a pass-through entity, must monitor the activities under Federal awards to meet the requirements of 2 CFR § 200.329.

Events may occur between the scheduled performance reporting dates that have significant impact upon the supported activity. In such cases, the Recipient, as a pass-through entity, must inform FEMA as soon as the following types of conditions become known:

- i. Problems, delays, or adverse conditions which will materially impair the ability to meet the objective of the Federal award. This disclosure must include a statement of the action taken, or contemplated, and any assistance needed to resolve the situation.
- ii. Favorable developments which enable meeting time schedules and objectives sooner or at less cost than anticipated or producing more or different beneficial results than originally planned.

C. Time Extensions. The recipient must notify the Federal awarding agency in writing 90 calendar days before the end of the project completion specified in the Federal award. The request must include:

- i. Written justification, which includes a written explanation of the reasons for the delay
- ii. Amended schedule in the same format as provided with the approved application and an updated estimated time for completion. At a minimum, the amended schedule should include:
  1. Approved Activities Description
  2. Time Frame in Months
  3. Revised Time Frame in Months
  4. Actual Completion Date
  5. Revised Date Completion Date
- iii. An outline of remaining funds available to support the extended period of performance,

iv. a description of performance measures necessary to complete the activity

- D. Closeout. The Governor's Authorized Representative ("GAR") must submit a closeout letter to FEMA meeting the requirements of 44 C.F.R. § 206.438 and the *Hazard Mitigation Assistance Guide*, Part VI, ¶ F.1 for the project. FEMA must receive this letter upon the earlier of 180 days from the end of the period of performance or completion of the project, whichever is earlier.