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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 24, 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 Groton (VC#159874-B001), 754-C North Groton Rd., Groton, NH 03241, in the amount of \$450,000.00 to replace the culvert on North Groton Rd. 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	\$450,000.00
Activity Code: 23DR4516HM		

EXPLANATION

The purpose of this grant is for the Town of Groton to replace the existing 72-inch reinforced concrete pipe culvert on North Groton Road with a 16-foot by 6-foot open bottom box culvert, reconstructing the streambed with riprap and rounded stones, stabilizing areas outside the streambed with riprap and gravel, staging on North Groton Road, using silt fencing for erosion control, and excavating up to 12 feet for culvert footings and 2 feet for the roadway pavement. 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.

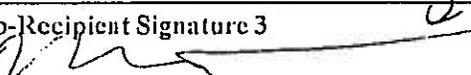
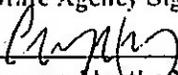
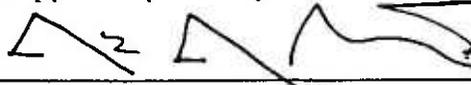
Respectfully submitted,


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 Groton (159874 - B001)		1.4. Sub-Recipient Address 754-C N Groton Rd, Groton, NH 03241	
1.5 Sub-Recipient Tel. # 603-744-1110	1.6. Account Number AU #29200000	1.7. Completion Date May 2, 2026	1.8. Grant Limitation \$450,000.00
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 John Rucigno, Select Board Chair	
Sub-Recipient Signature 2 		Name & Title of Sub-Recipient Signor 2 Tony Albert, selectman	
Sub-Recipient Signature 3 		Name & Title of Sub-Recipient Signor 3 Ron Madon, selectman	
1.13. State Agency Signature(s) By:  On: / /		1.14. Name & Title of State Agency Signor(s) 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: 14 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.) JK 2.) RAM

3.) + Date: 9/10/24

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.

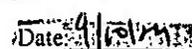
8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

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: 

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- [Signature] 2- [Signature]

3- [Signature]

Date: 9/1/14

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.)

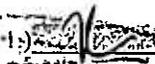
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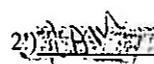
EXHIBIT A

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) 

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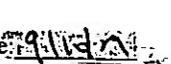
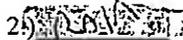
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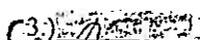
EXHIBIT B

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 Groton (hereinafter referred to as "the Subrecipient") \$450,000.00 to replace the existing 72-inch reinforced concrete pipe culvert on North Groton Road with a 16-foot by 6-foot open bottom box culvert, reconstructing the streambed with riprap and rounded stones, stabilizing areas outside the streambed with riprap and gravel, staging on North Groton Road, using silt fencing for erosion control, and excavating up to 12 feet for culvert footings and 2 feet for the roadway pavement..
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" proposes to use Hazard Mitigation Grant Program (HMGP) funds to replace the culvert on the North Groton Road with an open bottom box culvert. 2.) The existing culvert is a 72-inch reinforced concrete pipe that is proposed to be replaced with 16 feet x 6 feet open bottom box culvert per NHDES Stream Crossing Regulations. 3.) The streambed upstream, downstream, and under the box culvert would be reconstructed with riprap and rounded stones/gravel under natural riverbed materials to the maximum extent possible (approximate dimensions would be 28 ft x 50 ft x 2ft). 4.) Areas outside the streambed would be stabilized with rip-rap top dressed rounded stones and gravel to minimize any voids in the surface. 5.) All staging would take place on North Groton Road and silt fencing would be utilized around the water crossing, see attached concept plans. 6.) The excavation depth is expected to be two (2) ft for the roadway pavement structure and 12 ft for culvert footings.

Subrecipient Initials: 1.) 

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Date: 

EXHIBIT C

Grant Amount and Payment Schedule

I. GRANT AMOUNT

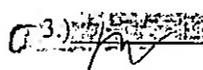
	Sub-Applicant Share	Grant (Federal Share)	Cost Totals
Project Cost	\$50,000.00	\$450,000.00	\$500,000.00
Project Cost is 90% Federal Funds, 10% Applicant Share			
Awarding Agency: Federal Emergency Management Agency (FEMA)			
Award Title & #: Hazard Mitigation Grant Program (HMGP) 4516DRNHP00000165			
Assistance Listings Number: 97.039			
Applicant's Unique Entity Identifier (UEI): JWSKFK98HHG1			

2. PAYMENT SCHEDULE

- a. "The Subrecipient" agrees the total payment by "the State" under this grant agreement shall be up to **\$450,000.00.**
- 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 **\$450,000.00** 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: 9/16/21

Town of Groton
Select Board Work Session Minutes
September 10, 2024

In attendance: John Rescigno, Tony Albert, Ron Madan and Sara Smith (Town Administrator)

John called the meeting to order at 2:00pm.

HMGP 4516 Grant paperwork- North Groton Road Culvert Project

Sara explained that she received an emailed stating that the New Hampshire Department of Safety, Division of Homeland Security and Emergency Management (HSEM) is pleased to provide our community with a 4516 Hazard Mitigation Grant Program (HMGP) grant (CFDA # 97.039) to the Town of Groton to update the culvert on North Groton Road. This is to replace the current culvert on North Groton Road with an open bottom box culvert. This is a 90/10 grant meaning that the federal portion is 90% and the towns local match will be 10%. The amount of the Federal portion of this grant is \$450,000.00. The amount for the local cost share is \$50,000.00. They enclosed the Grant Agreement for the community to enter into with the State of New Hampshire. The next step in the process is to execute the Grant Agreement and obtain approval from the Governor & Council. They need the following from the Town of Groton:

- An executed Grant Agreement that needs to be signed and initialed by the Select Board
- A copy of the Meeting Minutes which must acknowledge the community's acceptance of the ***terms and conditions of the grant as well as match requirements.***
- Copies of current Liability and Workers Compensation Insurance Certificates.
- Copy of your community's most recent Audit or MS-535.

The Select Board reviewed the grant agreement and the terms and conditions of the grant as well as the match requirements. John motioned that the Select Board, in a majority vote, accepted the terms and conditions of the Hazard Mitigation Grant Program (HMGP) as presented in the amount of \$450,000.00 for mitigating local infrastructure (culvert); Furthermore, the Select Board acknowledges that the total cost of this project will be \$500,000.00, in which the town will be responsible for a 10% match (\$50,000.00) and accept the match requirements; additionally, all Select Board members agree to sign the HMGP 4516 grant agreement; Tony 2nd, so voted.

Sara will make sure that she sends a copy of these meeting minutes over with the grant agreement. She sent the request to Primex on 9/9/24 requesting the current liability and workers compensation insurance certificates and she has received those already so she will send this. She also has the most recent MS-535 that she will send with this as well.

Timeline for Special Town Meeting

Last week Sara talked to our attorney and she put together the timeline for the special town meeting if this is needed for the towns portion of the grant for the North Groton Road Culvert Project. However, on Monday morning Austin from HSEM called Sara when she sent the timeline over. He said that timeline would be acceptable but also explained that the project was awarded without the funds being available and we would be getting the award letter and grant agreement soon. Sara asked if this means that they could wait until March Town Meeting to raise these funds. He said it does. She explained that it costs more money to have the special town meeting and it is supposed to be considered an emergency so if it can wait, then it would be better for everyone to not waste the courts time and the towns money requesting a special town meeting when it can be done in March. Austin explained that no funds would be reimbursed for the project until the money was raised so if the Town was planning to start the project before March that may be a problem. Sara explained to Austin that with the time of year and weather we would not be starting any projects until after the March Town Meeting any way. Also, we wouldn't be able to start anything without the Town voting on it. If they vote in March that would

give plenty of time for the RFP's, etc. to be started before the work would start. Sara told Austin she would run this by the Select Board to see how they wanted to proceed and would follow up with him regarding this.

The Select Board agreed that if we do not need the funds now, that it would look better if it was not rushed and if we could add it to the warrant at March Town Meeting like we do for all other projects. This would make it so that people can be made aware well in advance, more people can attend and more people can vote on it. Also, we are only supposed to request special town meetings in the event of an emergency situation and since we do not need the funds right away and the project would not start until next year anyway, this is not necessarily an emergency anymore and we should only request these in the events when we really do need one. The Select Board agreed that we should wait and submit the warrant article for this in March. Sara will let Austin and our attorney know.

Building paperwork update

Before we can start any work, we need to have the preconstruction meeting. However, before we can have the preconstruction meeting, there are certain steps that need to be completed and documents that need to be completed and submitted. We had received a form that was called "preconstruction requirements" and it was split into three steps.

Step one was completed and all items/documents were emailed on June 27, 2024 and July 3, 2024.

Step two is where we are at right now. The following are the items that need to be signed or some that need do not need to be signed but need to be reviewed and sent over:

- The notice of award of contract has already been signed by both parties but it is part of step two of the preconstruction requirements so this will be sent over with the rest of these documents.
- AIA A101-2017 Agreement Between the Owner and Contractor: **John motioned to sign the AIA-2017 Agreement Between the Owner and Contractor, Tony 2nd, so voted.** Casey will now have to sign this.
- Attachment to AIA-2017 RD Instruction 1924-A Guide 27 Attachment 3: The Select Board completed this and signed this on August 20, 2024. Casey will need to sign this.
- AIA A201-2017 General Conditions of the Contract for Construction: There is not a place for the Select Board to sign this, just the contractor. Casey will need to sign this.
- The contractor's performance bond, payment bond and power of attorney bond: These have all been received. The Select Board do not need to sign them but it is part of step two of the preconstruction requirements so this will be sent over with the rest of these documents.
- The contractor's certificate of insurance: This has been received. The Select Board do not need to sign it but it is part of step two of the preconstruction requirements so this will be sent over with the rest of these documents.
- The certificate of owner's attorney RD Instruction 1942-A, Guide 18, page 7: This will be signed by our attorney once they receive all of these documents signed by Casey or the Town or both. This is part of step two so it will be sent over with all of these documents.
- DOL Financed Contract Instruction 1901-E, Exhibit C: The Select Board signed this on August 20, 2024 and it was mailed on August 21, 2024 but it is part of step two so this will be sent over with the rest of these documents.
- RD 1942-A Notice to Proceed: We had previously signed one but Sara drafted a new one due to all of the delays which reflects a new start date being September 11, 2024 so that the year timeframe goes until September 11, 2024. **John motioned to sign the updated RD 1942-A Notice to Proceed, Tony 2nd, so voted.**
- Kuplin Land Services Invoice/Total costs: not required but is included for review

Once Casey comes in and signs the forms, Sara will send them to the attorney for review. The attorney will complete the certificate of owner's attorney RD Instruction 1942-A, Guide 18, page 7. Once the attorney sends that form to Sara, she will send that certificate with all of the other signed forms to USDA. Upon review and concurrence of all of the above information, a virtual preconstruction meeting/conference can be scheduled.

Attendance for the Preconstruction meeting/conference should at a minimum include an owner representative, the project architect, clerk of the works (in our case this is the same as the architect), contractors' representative with the authority to act for the contractor and agency representatives.

The following items are to be submitted at/after the Preconstruction Meeting/Conference:

- Signed version of RD 1924-16 or other record of Preconstruction Meeting/Conference. This will be filled out during the meeting so this will have to be submitted after.
- Building Permit and any other required permits. The Town does not think a building permit would be required. It seems silly because it would be the Town requesting and the Town approving it.
- Notice to Proceed RD 1924-A, Guide 19, Attachment 8, filled out by Owner & Contractor. This was signed above so we will present this before the meeting but can present this at the meeting again if needed.
- List of subcontractors and material suppliers. The Select Board agreed that Casey would be in charge of putting this list together. Sara said she can assist him with this if needed.
- Schedule of Values. We should ask for clarification on what they are looking for. If this is the costs, we do have the most recent invoice that we submitted in the email we sent before this meeting and we can provide this again.
- Project Schedule. The Select Board agreed that Casey would be responsible for this.

The Preconstruction Requirements State that the Owner must comply with all Agency regulations and meet all loan and/or grant requirements during all stages of the project.

Local Septic Approval Map 6 Lot 63-5

The septic designer brought in the local septic approval and plan for Map 6 Lot 63-5. All the information on it is correct. **John motioned to sign the local septic approval for Map 6 Lot 63-5, Tony 2nd, so voted.**

Transfer Station Building

On Monday September 9, 2024, Norm approached Sara and stated that someone hit the building which caused some damage. Sara asked if he took pictures. He said he did not. She asked him to take pictures. Sara filled the Select Board in on her conversation with Norm. Ron said the damage is not bad and Norm feels we can fix it. Sara asked the Select Board how we should proceed. The Select Board agreed that since no one saw it happen and we have no proof of anything, we cannot accuse anyone. We do need the pictures and then can submit a claim that the building was hit and we are not sure when or who did it. Sara will tell Norm that we need this information. We will then get a quote to repair it.

Siding

The Select Board think that the contractor should replace the siding in the front and near the AC unit with the rough siding to match what was already there. They agreed that anything they can see should be the rough and he can use the other stuff on the back. Sara will talk to him tomorrow.

Crosby Driveway

There was an agreement in place that as long as the property was subdivided that the Town would replace the culvert at her property that should have been replaced years ago when the town did the road work. The subdivision is complete and the owner reached out regarding this. The Select Board agreed that we should take care of this. Sara will talk to Bubba about this.

Having no other business to conduct, John motioned to adjourn at 2:36pm, Tony 2nd, so voted.

Respectfully submitted,

Sara Smith
Town Administrator



CERTIFICATE OF COVERAGE

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

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

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

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

Participating Member: Town of Groton 754 North Groton Road Groton, NH 03241		Member Number: 189	Company Affording Coverage: NH Public Risk Management Exchange - Primex ³ PO Box 23 Hooksett, NH 03106-9716	
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	7/1/2024	7/1/2025	Each Occurrence	\$ 2,000,000
			General Aggregate	\$ 10,000,000
			Fire Damage (Any one fire)	
			Med Exp (Any one person)	
<input type="checkbox"/> Automobile Liability Deductible Comp and Coll: \$1,000 <input type="checkbox"/> Any auto			Combined Single Limit (Each Accident)	
			Aggregate	
<input checked="" type="checkbox"/> Workers' Compensation & Employers' Liability	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 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
State of New Hampshire - DOS Homeland Security & Emergency Management 33 Hazen Dr. Concord, NH 03305			By: <i>Mary Beth Purcell</i>
			Date: 9/9/2024 mpurcell@nhprimex.org
			Please direct inquires to: Primex³ Claims/Coverage Services 603-225-2841 phone 603-228-3833 fax



FEMA

Sent Via Email

September 3, 2024

Robert Buxton
Governor's Authorized Representative
Director
New Hampshire Homeland Security and
Emergency Management
33 Hazen Drive
Concord, New Hampshire 03305

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 Groton
Federal Award No.: 4516DRNHP00000165
Project: Groton North Groton Road Culvert
Project #: HMGP-4516-16R

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 Groton and the approved federal funding for the subaward is \$450,000.00, which is 90% of the total approved project cost of \$500,000.00. As a condition of the federal award, the Town of Groton is required to contribute a non-Federal cost-share of \$50,000.00.

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.

Sincerely,

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

Enclosures

cc: Austin Brown, Chief of Mitigation and Recovery, New Hampshire Homeland Security and
Emergency Management
Dena Norman, Assistant Chief of Mitigation, New Hampshire Homeland Security and
Emergency Management

INFORMATION CONCERNING THE FEDERAL AWARD**Hazard Mitigation Grant Program**

Major Disaster FEMA-4516-DR-NH

Federal Award No.: 4516DRNHP00000165

Project No.: HMGP-4516-16R

Recipient Name:	NH Homeland Security and Emergency Management
Recipient's Unique Entity Identifier (UEI):	V9GSW38ZEVC5
Subrecipient Name:	Town of Groton
Subrecipient's Unique Entity Identifier (UEI):	JWSKFK98HHG1
Assistance Listings Number and Title:	97.039, Hazard Mitigation Grant Program
Federal Award Identification Number (FAIN):	4516DRNHP00000005
HMGP Project Number:	HMGP-4516-16R
Federal Award Date:	September 3, 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:	\$450,000.00
Total Amount of Federal Funds Obligated:	\$450,000.00
Total Approved Cost Sharing or Matching:	\$50,000.00
Total Amount of the Federal Award Including Approved Cost Share or Matching:	\$500,000.00
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	Non-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: richard.verville@fema.dhs.gov 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.
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BUDGET COST CATEGORIES

Object Class	Cost
Administrative and legal expenses	\$0
Land, structures, rights-of-way, appraisals, etc.	\$0
Relocation expenses and payments	\$0
Architectural and engineering fees	\$39,000.00
Other architectural and engineering fees	\$0
Project inspection fees	\$24,000.00
Site work	\$73,283.00
Demolition and removal	\$33,250.00
Construction	\$308,617.00
Equipment	\$0
Miscellaneous	\$0
Contingencies <small>(not automatically available for use. FEMA's prior approval is required)</small>	\$21,850.00
Total:	\$500,000.00

PROJECT SPECIFIC TERMS AND CONDITIONS

Hazard Mitigation Grant Program
Major Disaster FEMA-4516-DR-NH
Federal Award No.: 4516DRNHP00000005
Project No.: HMGP-4516-16R

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 Groton proposes to use Hazard Mitigation Grant Program (HMGP) funds to replace the culvert on the North Groton Road with an open bottom box culvert. 2.) The existing culvert is a 72-inch reinforced concrete pipe that is proposed to be replaced with 16 feet x 6 feet open bottom box culvert per NHDES Stream Crossing Regulations. 3.) The streambed upstream, downstream, and under the box culvert would be reconstructed with riprap and rounded stones/gravel under natural riverbed materials to the maximum extent possible (approximate dimensions would be 28 ft x 50 ft x 2ft). 4.) Areas outside the streambed would be stabilized with rip-rap top dressed rounded stones and gravel to minimize any voids in the surface. 5.) All staging would take place on North Groton Road and silt fencing would be utilized around the water crossing, see attached concept plans. 6.) The excavation depth is expected to be two (2) ft for the roadway pavement structure and 12 ft for culvert footings.

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 that 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.