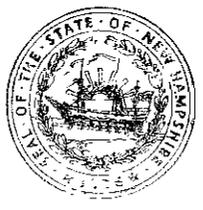


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State of New Hampshire
DEPARTMENT OF SAFETY
OFFICE OF THE COMMISSIONER
33 HAZEN DR. CONCORD, NH 03305
603/271-2791

JOHN J. BARTHELMES
COMMISSIONER

October 9, 2012

His Excellency, Governor John H. Lynch
and the Honorable Council
State House
Concord, New Hampshire 03301

Requested Action

Pursuant to RSA 21-P:43, authorize the Department of Safety, Division of Homeland Security and Emergency Management (HSEM), to amend the grant agreement (PO# 1015584) for the Town of Dorchester, (VC# 154715-B001), Dorchester, NH. The grant was initially approved by Governor and Council on May 25, 2011, Item # 113. This amendment will extend the completion date only from December 31, 2012 to December 13, 2013. Effective upon Governor and Council approval. Funding source: 100% Federal Funds.

Explanation

The Town of Dorchester was awarded grant funds through the Hazard Mitigation Grant Program (HMGP) to do three different projects all with completion dates of December 31, 2012. Two of the projects will be completed prior to December and the last will require additional time. In past years, it has been the policy of HSEM to give communities receiving grant funds through HMGP two construction seasons to complete the project. This policy was changed last year to reflect the three year performance period allowed by the Hazard Mitigation Assistance Unified Guidance. The new project completion date reflects the three year performance period from the date of the obligation, which was December 13, 2010. Since the request change falls within the performance period allowed by FEMA, it is not necessary to seek nor receive FEMA approval to amend this grant.

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

Respectfully submitted,

John J. Barthelmes
Commissioner of Safety

Grant Amendment
Extension of Performance Period
(Purpose for Grant Amendment)

Town of Dorchester (Sub-Grantee)

It is hereby agreed that the initial grant (PO# 1015584) approved by Governor and Executive Council on May 25, 2011, Item #113, between Town of Dorchester as "Sub-grantee" and the Department of Safety, Division of Homeland Security & Emergency Management as "State" for the implementation of a hazard mitigation project on Sky Pond Road is amended as follows:

1. EXHIBIT A, Scope of Work, Section I

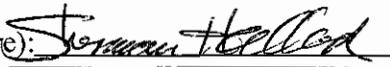
Delete paragraph three (3) in its entirety and replace with;

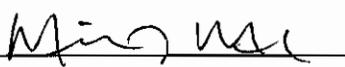
All work and the closeout of this project will be completed by December 13, 2013.

2. All other provisions of the grant, approved by Governor and Executive Council on May 25, 2011 shall remain in full force and effect.

EFFECTIVE DATE OF THE AMENDMENT: This Amendment shall be effective upon its approval by the Governor and Executive Council of the State of New Hampshire. If approval is withheld, this document shall become null and void, with no further obligation or recourse to either party. IN WITNESS WHEREOF, the parties have hereunto set their hands:

Town of Dorchester (Sub-grantee)

By (signature): 
Sherman Hallock
Print Name: Sherman Hallock
Chairman
Title: _____

By (signature): 
Michael Mock
Print Name: _____
Vice Chairman
Title: _____

By (signature): 
Arthur Burdette
Print Name: _____
Selectman
Title: _____

By (signature): _____
Print Name: _____
Title: _____

By (signature): _____
Print Name: _____
Title: _____

Grantee Initials   

Date September 27, 2012

State of: New Hampshire

County of: Grafton

As Notary Public/Justice of the Peace, REGISTERED IN THE STATE OF NEW HAMPSHIRE,
COUNTY OF Grafton, UPON THIS DATE September 27, 2012, APPEARED
BEFORE ME (print full name of notary) Holly Ann Buker the undersigned officer

In witness whereof I hereunto set my hand and official seal. (Provide notary signature and seal)

Holly Ann Buker
Notary Public, State of New Hampshire

State of New Hampshire, acting through its Department of Safety:

By (signature): [Signature] 10-15-12
John T. Beardmore, Director of Administration

Approval by State of New Hampshire Attorney General as to form, substance, and execution:

By: [Signature], Assistant Attorney General, on 10/23/12.

Approval by State of New Hampshire Governor and Executive Council:

By: _____, on _____.

Grantee Initials SA MM AB

Date September 27, 2012

**TOWN OF DORCHESTER
SELECT BOARD MEETING
September 27, 2012
MINUTES ~ DRAFT**

Open: 6:40 pm

Present: Select Board: Sherman Hallock, Chairman
Michael Mock, Vice Chairman
Arthur Burdette
Admin Asst: Holly Buker
Road Agent: George C. Conkey, II

Guests: Claude Litto Cookie Hebert
Darlene Oaks Bob Green
Sandy Green

Minutes of: Select Board Meeting minutes were reviewed by the Select Board.

Motion: To accept the Minutes of September 13, 2012 Select Board Meeting – Motion by Chairman Hallock, Seconded by Vice Chairman Mock. **APPROVED** (unanimous)

Finances:

- Review manifest of vendor payments and payroll

Motion: To accept manifest of vendor payments & payroll of September 27, 2012 – Motion by Chairman Hallock, Seconded by Vice Chairman Mock. **APPROVED** (unanimous)

- Review submitted purchase requisitions:
 - Brake pads – 930 Cat – \$340.00 – **APPROVED**
 - New tires for Cat Backhoe – will get 3 quotes – **APPROVED ON NEXT YEAR'S BUDGET**
 - Oil service – Truck 3 – \$56.32 – already completed – **APPROVED**
 - hoses for Cat Backhoe – \$62.78 – already installed – **APPROVED**
 - Driver's side windows on Cat backhoe – \$991.45 – already installed – **APPROVED**
 - 10x no parking signs – no cost yet – **APPROVED**
 - Plow for Truck 1 – \$8950.00 – **TABLED**

Road Agent's Report:

- RA's written submission - **ACCEPTED**
- RA's response to letter of reprimand – **TABLED**
- RA's report on Route 118 Automotive – **TABLED**
- Cookie Hebert presented proposals for repairs to Truck 2 and a Winter Sand Grizzly

Motion: To deny original purchase requisition for replacement truck body for Truck 2 and authorize repair of truck body of Truck 2 by Dean Stockwell at the cost of approximately \$1400 – Motion by Selectman Burdette, Seconded by Chairman Hallock. **APPROVED** (unanimous)

Motion: To deny the prior purchase request for a cat walk and authorize the construction of a winter sand grizzly by Dean Stockwell as presented in his written proposal provided at the BOS meeting on Sept 27, 2012 at an approximate cost of \$2200-\$3000. – Motion by Selectman Burdette, Seconded by Chairman Hallock. **APPROVED** (unanimous)

Resignations:

- Joshua Trought from Conservation Commission, effective Sept 20, 2012

Motion: To accept with regret – Motion by Selectman Burdette, Seconded by Chairman Hallock. **APPROVED** (unanimous)

Old Business:

- Town Hall Usage Policy – **TABLED**
- Building Permit – **TABLED**

New Business:

- Sign one pistol permit
- Town Hall bathroom proposal – **TABLED** – Refer to 2013 Budget Meetings
- FIN 1 - Minor corrections to be made - **TABLED**
- MS-5

Motion: To accept the MS-5 as provided by the Treasurer– Motion by Selectman Burdette, Seconded by Chairman Hallock. **APPROVED** (unanimous)

- ✱ • Homeland Security Emergency Management extension of Section 1, N ✱
Dorchester Rd mitigation agreement - **SIGNED**
- PA-16

Motion: To use PA-28 Inventory forms for 2013 as specified in RSA 74:4-A – Motion by Chairman Hallock, Seconded by Selectman Burdette. **APPROVED** (unanimous)

- Ordering of PA-28 inventory forms
- Reminder to review investment policy during yearly organizational meeting beginning of April 2013
- Generators were serviced in Nov 2011, expect to hear from XXXXX soon for this year's service
- Cartographic Associates – contact regarding an update on issues discussed at the Sept 5, 2012 BOS meeting
- Budget meetings - 1st one scheduled for Monday, October 29, 2012 at 6:30 pm
- Christmas Tree lighting – **TABLED**
- Building permit – discussion regarding new building permit request, and that property would have to be charge LUCT
- Claude Litto – Spoke regarding Privacy Policy regarding BOS meetings

- Chairman Hallock – there is no Privacy Policy in the Town of Dorchester.
- Question to Claude Litto – why, when attending a public meeting, would you expect to remain anonymous?
- BOS will take it under advisement
- Claude Litto – Fairpoint – DSL – all equipment is purchased, in boxes, connected to phone lines for 786 exchange and 523 exchange. Has to be configured in the computers, tested, etc., but expect hi-speed internet to be available in the next month.
- New resident on Hearst House Road, commented that part of the reason they moved here was because of Green Woodlands and the ability of the public to use the property.

Motion: To adjourn Select Board meeting – Motion by Selectman Burdette, Seconded by Chairman Hallock. **APPROVED** (unanimous)

Meeting Adjourned: 8:37 pm

Dates:

- Nov 17, 2012 – Barn Dance – D-Acres –Town Hall

CERTIFICATE OF COVERAGE

This certificate evidences the limits of liability in effect at the inception of the Member Agreement(s) described below. This certificate is issued as a matter of information only and confers no rights on the certificate holder and does not amend, extend or alter the coverage afforded by the Member Agreement(s); except to the extent provided in the additional covered party box or loss payee box below, if checked.

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

Participating Member: All Members List Attached		Companies Affording Coverage (the "Companies"): Company A: Local Government Center Property-Liability Trust, LLC Company B: Local Government Center Workers' Compensation Trust, LLC P.O. Box 617, Concord, NH 03302-0617		
Coverage (Occurrence basis only):	Effective Date (mm/dd/yy)	Expiration Date (mm/dd/yy)	Limits (subject to applicable NH statutory limits)	
<input checked="" type="checkbox"/> General Liability (Member Agreement Section III.A)	7/1/2012	6/30/2013	Each Occurrence	\$5,000,000
			General Aggregate	\$
			Personal & Adv Injury	\$
			Med Exp (any one person)	\$
			Products -Comp/Op Agg	\$
<input checked="" type="checkbox"/> Automobile Liability (Member Agreement Section III.A) <input type="checkbox"/> Any Auto <input type="checkbox"/> All Owned Autos <input type="checkbox"/> Scheduled Autos <input type="checkbox"/> Hired Autos <input type="checkbox"/> Non-Owned Autos <input type="checkbox"/> Other _____	7/1/2012	6/30/2013	Each Occurrence	\$5,000,000
			Bodily Injury (per person)	\$
			Bodily Injury (per accident)	\$
			Property Damage (per accident)	\$
			Fire Damage (each fire)	\$
<input type="checkbox"/> Excess Liability			Each Occurrence	\$ N/A
			Aggregate	\$ N/A
<input checked="" type="checkbox"/> Property (All Risk including Theft) (Member Agreement Section I) Deductible: \$1,000	7/1/2012	6/30/2013		\$Per scheduled limits and Member Agreement
<input type="checkbox"/> Workers Compensation (Coverage A) Employers' Liability (Coverage B)			<input type="checkbox"/> Statutory / Cov. A	
			Each Accident / Cov. B	\$ 2,000,000
			Disease - Each Employee	\$ 2,000,000
			Disease - Policy Limit	\$ 2,000,000
Description: Proof of Coverage.				

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

<input type="checkbox"/> Additional Covered Party <input type="checkbox"/> Loss Payee, as his, her or its interests appear		
Coverage for the Additional Covered Party is limited to "bodily injury" or "property damage" caused by, and only to the extent of, the sole negligence of the "Member," and no protection is available for the negligence of others, including the Additional Covered Party and its directors, officers, employees or agents. Available limits of coverage are shared between the "Member" and the Additional Covered Party.*		
Certificate Holder: State of New Hampshire Department of Safety 33 Hazen Drive Concord, NH 03301	Companies By: <u>Debra A. Lewis</u> Authorized Representative Date Issued: <u>7/1/2012</u>	Please direct inquiries to: Debra A. Lewis 603.226.4481

*Terms in quotes are defined in the Member Agreement.

Town of Cornish
Town of Dalton
Town of Danbury
Town of Danville
Town of Deerfield
Town of Deering
✓ Town of Dorchester <i>Λ</i>
Town of Dublin
Town of Dunbarton
Town of East Kingston
Town of Easton
Town of Eaton
Town of Effingham
Town of Enfield
Town of Epping
Town of Epsom
Town of Errol
Town of Fitzwilliam
Town of Fremont
Town of Gilmanton
Town of Goffstown
Town of Goshen
Town of Grafton
Town of Greenland
Town of Greenville
Town of Groton
Town of Hampstead
Town of Hampton
Town of Hancock
Town of Hanover
Town of Hart's Location
Town of Hebron
Town of Hill
Town of Hillsborough
Town of Hooksett
Town of Hopkinton
Town of Hudson
Town of Jackson
Town of Jefferson
Town of Kensington
Town of Lancaster
Town of Landaff
Town of Lee
Town of Lempster
Town of Lisbon
Town of Litchfield
Town of Littleton

CERTIFICATE OF COVERAGE

This certificate evidences the limits of liability in effect at the inception of the Member Agreement(s) described below. This certificate is issued as a matter of information only and confers no rights on the certificate holder and does not amend, extend or alter the coverage afforded by the Member Agreement(s); except to the extent provided in the additional covered party box or loss payee box below, if checked.

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

Participating Member: Member Number:	Workers Compensation (List Attached)	Companies Affording Coverage (the "Companies"): Company A: Local Government Center Property-Liability Trust, LLC Company B: Local Government Center Workers' Compensation Trust, LLC P.O. Box 617, Concord, NH 03302-0617		
Coverage (occurrence basis only):	Effective Date (mm/dd/yy)	Expiration Date (mm/dd/yy)	Limits <i>(subject to applicable NH statutory limits)</i>	
<input type="checkbox"/> General Liability (Member Agreement Section III.A)			Each Occurrence	\$5,000,000
			General Aggregate	\$
			Personal & Adv Injury	\$
			Med Exp (any one person)	\$
			Products -Comp/Op Agg	\$
			Fire Damage (each fire)	\$
<input type="checkbox"/> Automobile Liability (Member Agreement Section III.A) <input type="checkbox"/> Any Auto <input type="checkbox"/> All Owned Autos <input type="checkbox"/> Scheduled Autos <input type="checkbox"/> Hired Autos <input type="checkbox"/> Non-Owned Autos <input type="checkbox"/> Other _____			Each Occurrence	\$5,000,000
			Bodily Injury (per person)	\$
			Bodily Injury (per accident)	\$
			Property Damage (per accident)	\$
<input type="checkbox"/> Excess Liability			Each Occurrence	\$ N/A
			Aggregate	\$ N/A
<input type="checkbox"/> Property (All Risk including Theft) (Member Agreement Section I) Deductible: \$1,000				\$Per scheduled limits and Member Agreement
<input checked="" type="checkbox"/> Workers Compensation (Coverage A) Employers' Liability (Coverage B)	1/1/2012	12/31/2012	<input type="checkbox"/> Statutory / Cov. A	
			Each Accident / Cov. B	\$ 2,000,000
			Disease - Each Employee	\$ 2,000,000
			Disease - Policy Limit	\$ 2,000,000
Description: Proof of Coverage				

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

	<input type="checkbox"/> Additional Covered Party	<input type="checkbox"/> Loss Payee, as his, her or its interests appear
<i>Coverage for the Additional Covered Party is limited to "bodily injury" or "property damage" caused by, and only to the extent of, the sole negligence of the "Member," and no protection is available for the negligence of others, including the Additional Covered Party and its directors, officers, employees or agents. Available limits of coverage are shared between the "Member" and the Additional Covered Party.*</i>		
Certificate Holder: State of New Hampshire Department of Safety 33 Hazen Drive Concord, NH 03301	Companies By: <u>Debra A. Lewis</u> Authorized Representative Date Issued: <u>12/7/2011</u>	Please direct inquiries to: Debra A. Lewis 603.226.4481

*Terms in quotes are defined in the Member Agreement.

Town of Conway
Town of Danbury
Town of Danville
<i>A</i> Town of Dorchester
Town of Dublin
Town of Enfield
Town of Epping
Town of Epsom
Town of Fitzwilliam
Town of Gilmanton
Town of Goffstown
Town of Greenland
Town of Groton
Town of Hampton
Town of Hampton Falls
Town of Hanover
Town of Hebron
Town of Hill
Town of Hillsborough
Town of Hooksett
Town of Jackson
Town of Landaff
Town of Lee
Town of Lisbon
Town of Lyme
Town of Madbury
Town of Madison
Town of Marlborough
Town of Marlow
Town of Middleton
Town of New Castle
Town of New Durham
Town of New Durham
Town of New Hampton
Town of New London
Town of Newbury
Town of Newington
Town of Newmarket
Town of Newton
Town of Ossipee
Town of Pelham
Town of Pembroke
Town of Piermont
Town of Pittsfield
Town of Randolph
Town of Richmond
Town of Rollinsford

4/c to Doh 5/12/11

State of New Hampshire

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

JOHN J. BARTHELMES
COMMISSIONER

March 7, 2011

His Excellency, Governor John H. Lynch
and the Honorable Council
State House
Concord, New Hampshire 03301

Requested Action

The Department of Safety, Division of Homeland Security and Emergency Management, requests authorization to enter into a grant agreement with the sub-applicants listed below for a total amount of \$ 103,077.00 for implementation of projects identified through the evaluation of natural hazards. Effective upon Governor and Council approval through December 31, 2012.

02-23-23-236010-7487 Dept. of Safety Homeland Sec-Emer Mgmt. DR 1787 July/August Flooding
072-500574 Grants to Local Gov't. Federal \$ 103,077.00

Sub-applicant	Vendor Code	Grant Amount
Town of Dorchester	154715-B001	\$ 65,481.00
Town of Milan	177437 B-001	\$ 37,596.00
	Total	\$ 103,077.00

Explanation

The Hazard Mitigation Grant Program (HMGP) provides funding to states and communities (sub-grantees) 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. The program cost share is 75% federal funds, 25% applicant soft-match. The sub-grantee will provide and document the program match requirements.

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

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

Respectfully submitted,

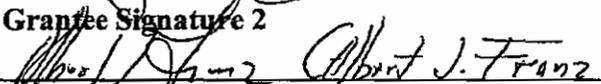
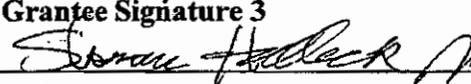
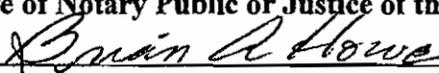
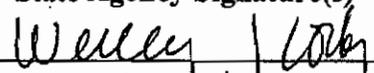
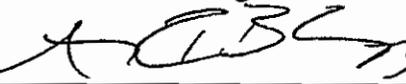

John J. Barthelmes
Commissioner of Safety

GRANT AGREEMENT

The State of New Hampshire and the Grantee hereby mutually agree as follows:

GENERAL PROVISIONS

1. Identification and Definitions.

1.1. State Agency Name NH Department of Safety, Homeland Security and Emergency Management		1.2. State Agency Address 33 Hazen Drive Concord, NH 03305	
1.3. Grantee Name Town of Dorchester		1.4. Grantee Address 804 River Road Dorchester, NH 03266	
1.5. Effective Date G&C Approval	1.6. Completion Date December 31, 2012	1.7. Audit Date N/A	1.8. Grant Limitation \$65,481.00
1.9. Grant Officer for State Agency Lance D. Harbour		1.10. State Agency Telephone Number (603) 223-3633	
"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. Grantee Signature 1 		1.12. Name & Title of Grantee Signor 1 Arthur Bordette select person	
Grantee Signature 2 		Name & Title of Grantee Signor 2 Albert J. Franz - selectman	
Grantee Signature 3 		Name & Title of Grantee Signor 3 Sherman Hallock - selectman	
1.13. Acknowledgment: State of New Hampshire, County of <u>GRAFTON</u> , on <u>11/20/11</u> , before the undersigned officer, personally appeared the person identified in block 1.12., known to me (or satisfactorily proven) to be the person whose name is signed in block 1.11., and acknowledged that they executed this document in the capacity indicated in block 1.12.			
1.13.1. Signature of Notary Public or Justice of the Peace 			
1.13.2. Name & Title of Notary Public or Justice of the Peace BRIAN A. HOWE - NOTARY PUBLIC			
1.14. State Agency Signature(s) 		1.15. Name & Title of State Agency Signor(s) Wesley J. Colby, Director of Administration	
1.16. Approval by Attorney General (Form, Substance and Execution) By:  Assistant Attorney General, On: <u>5/11/2011</u>			
1.17. Approval by Governor and Council By: _____ On: <u>11</u>			

2. SCOPE OF WORK: In exchange for grant funds provided by the State of New Hampshire, acting through the agency identified in block 1.1 (hereinafter referred to as "the State"), pursuant to RSA 21-P:36, the Grantee identified in block 1.3 (hereinafter referred to as "the Grantee"), shall perform that work identified and more particularly described in the scope of work attached hereto as EXHIBIT A (the scope of work being hereinafter referred to as "the Project").

Grantee Initials AB
Page 1 of 6

Date 11/20/2011

3. AREA COVERED. Except as otherwise specifically provided for herein, the Grantee shall perform the Project in, and with respect to, the State of New Hampshire.
4. EFFECTIVE DATE: COMPLETION OF PROJECT.
 - 4.1. This Agreement, and all obligations of the parties hereunder, shall become effective on the date in block 1.5 or on the date of approval of this Agreement by the Governor and Council of the State of New Hampshire whichever is later (hereinafter referred to as "the effective date").
 - 4.2. Except as otherwise specifically provided herein, the Project, including all reports required by this Agreement, shall be completed in ITS entirety prior to the date in block 1.6 (hereinafter referred to as "the Completion Date").
5. GRANT AMOUNT: LIMITATION ON AMOUNT: VOUCHERS: PAYMENT.
 - 5.1. The Grant Amount is identified and more particularly described in EXHIBIT B, attached hereto.
 - 5.2. The manner of, and schedule of payment shall be as set forth in EXHIBIT B.
 - 5.3. In accordance with the provisions set forth in EXHIBIT B, and in consideration of the satisfactory performance of the Project, as determined by the State, and as limited by subparagraph 5.5 of these general provisions, the State shall pay the Grantee the Grant Amount. The State shall withhold from the amount otherwise payable to the Grantee under this subparagraph 5.3 those sums required, or permitted, to be withheld pursuant to N.H. RSA 80:7 through 7-c.
 - 5.4. The payment by the State of the Grant amount shall be the only, and the complete payment to the Grantee for all expenses, of whatever nature, incurred by the Grantee in the performance hereof, and shall be the only, and the complete, compensation to the Grantee for the Project. The State shall have no liabilities to the Grantee other than the Grant Amount.
 - 5.5. Notwithstanding anything in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made, hereunder exceed the Grant limitation set forth in block 1.8 of these general provisions.
6. COMPLIANCE BY GRANTEE WITH LAWS AND REGULATIONS. In connection with the performance of the Project, the Grantee shall comply with all statutes, laws regulations, and orders of federal, state, county, or municipal authorities which shall impose any obligations or duty upon the Grantee, including the acquisition of any and all necessary permits.
7. RECORDS and ACCOUNTS.
 - 7.1. Between the Effective Date and the date seven (7) years after the Completion Date the Grantee shall keep detailed accounts of all expenses incurred in connection with the Project, including, but not limited to, costs of administration, transportation, insurance, telephone calls, and clerical materials and services. Such accounts shall be supported by receipts, invoices, bills and other similar documents.
 - 7.2. Between the Effective Date and the date seven (7) years after the Completion Date, at any time during the Grantee's normal business hours, and as often as the State shall demand, the Grantee shall make available to the State all records pertaining to matters covered by this Agreement. The Grantee shall permit the State to audit, examine, and reproduce such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, data (as that term is hereinafter defined), and other information relating to all matters covered by this Agreement. As used in this paragraph, "Grantee" includes all persons, natural or fictional, affiliated with, controlled by, or under common ownership with, the entity identified as the Grantee in block 1.3 of these general provisions.
8. PERSONNEL.
 - 8.1. The Grantee shall, at its own expense, provide all personnel necessary to perform the Project. The Grantee warrants that all personnel engaged in the Project shall be qualified to perform such Project, and shall be properly licensed and authorized to perform such Project under all applicable laws.
 - 8.2. The Grantee shall not hire, and it shall not permit any subcontractor, subgrantee, or other person, firm or corporation with whom it is engaged in a combined effort to perform the Project, to hire any person who has a contractual relationship with the State, or who is a State officer or employee, elected or appointed.
 - 8.3. The Grant Officer shall be the representative of the State hereunder. In the event of any dispute hereunder, the interpretation of this Agreement by the Grant Officer, and his/her decision on any dispute, shall be final.
9. DATA: RETENTION OF DATA: ACCESS.
 - 9.1. As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, paper, and documents, all whether finished or unfinished.
- 9.2. Between the Effective Date and the Completion Date the Grantee shall grant to the State, or any person designated by it, unrestricted access to all data for examination, duplication, publication, translation, sale, disposal, or for any other purpose whatsoever.
- 9.3. No data shall be subject to copyright in the United States or any other country, anyone other than the State.
- 9.4. On and after the Effective Date all data, and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason, whichever shall first occur.
- 9.5. The State, and anyone it shall designate, shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, all data.
10. CONDITIONAL NATURE OR AGREEMENT. Notwithstanding anything in this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability or continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available or appropriated funds. In the event of a reduction or termination of those funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Grantee notice of such termination.
11. EVENT OF DEFAULT: REMEDIES.
 - 11.1. Any one or more of the following acts or omissions of the Grantee shall constitute an event of default hereunder (hereinafter referred to as "Events of Default"):
 - 11.1.1 Failure to perform the Project satisfactorily or on schedule; or
 - 11.1.2 Failure to submit any report required hereunder; or
 - 11.1.3 Failure to maintain, or permit access to, the records required hereunder; or
 - 11.1.4 Failure to perform any of the other covenants and conditions of this Agreement.
 - 11.2. Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:
 - 11.2.1 Give the Grantee a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Grantee notice of termination; and
 - 11.2.2 Give the Grantee a written notice specifying the Event of Default and suspend all payments to be made under this Agreement and ordering that the portion of the Grant Amount which would otherwise accrue to the grantee during the period from the date of such notice until such time as the State determines that the Grantee has cured the Event of Default shall never be paid to the Grantee; and
 - 11.2.3 Set off against any other obligation the State may owe to the Grantee any damages the State suffers by reason of any Event of Default; and
 - 11.2.4 Treat the agreement as breached and pursue any of its remedies at law or in equity, or both.
12. TERMINATION.
 - 12.1. In the event of any early termination of this Agreement for any reason other than the completion of the Project, the Grantee shall deliver to the Grant Officer, not later than fifteen (15) days after the date of termination, a report (hereinafter referred to as the "Termination Report") describing in detail all Project Work performed, and the Grant Amount earned, to and including the date of termination.
 - 12.2. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall entitle the Grantee to receive that portion of the Grant amount earned to and including the date of termination.
 - 12.3. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall in no event relieve the Grantee from any and all liability for damages sustained or incurred by the State as a result of the Grantee's breach of its obligations hereunder.
 - 12.4. Notwithstanding anything in this Agreement to the contrary, either the State or, except where notice default has been given to the Grantee hereunder, the Grantee, may terminate this Agreement without cause upon thirty (30) days written notice.
13. CONFLICT OF INTEREST. No officer, member of employee of the Grantee, and no representative, officer or employee of the State of New Hampshire or of the governing body of the locality or localities in which the Project is to be performed, who exercises any functions or responsibilities in the review or

Grantee Initials DB

SH

Date 1/20/2011

- approval of the undertaking or carrying out of such Project, shall participate in any decision relating to this Agreement which affects his or her personal interest or the interest of any corporation, partnership, or association in which he or she is directly or indirectly interested, nor shall he or she have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.
- GRANTEE'S RELATION TO THE STATE.** In the performance of this Agreement the Grantee, its employees, and any subcontractor or subgrantee of the Grantee are in all respects independent contractors, and are neither agents nor employees of the State. Neither the Grantee nor any of its officers, employees, agents, members, subcontractors or subgrantees, shall have authority to bind the State nor are they entitled to any of the benefits, workmen's compensation or emoluments provided by the State to its employees.
15. **ASSIGNMENT AND SUBCONTRACTS.** The Grantee shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the State. None of the Project Work shall be subcontracted or subgranted by the Grantee other than as set forth in Exhibit A without the prior written consent of the State.
16. **INDEMNIFICATION.** The Grantee shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based on, resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Grantee or Subcontractor, or subgrantee or other agent of the Grantee. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant shall survive the termination of this agreement.
17. **INSURANCE AND BOND.**
- 17.1 The Grantee shall, at its own expense, obtain and maintain in force, or shall require any subcontractor, subgrantee or assignee performing Project work to obtain and maintain in force, both for the benefit of the State, the following insurance:
- 17.1.1 Statutory workmen's compensation and employees liability insurance for all employees engaged in the performance of the Project, and
- 17.1.2 Comprehensive public liability insurance against all claims of bodily injuries, death or property damage, in amounts not less than \$2,000,000 for bodily injury or death any one incident, and \$500,000 for property damage in any one incident; and
- 17.2. The policies described in subparagraph 18.1 of standard form employed in the State of New Ham; acceptable to the State, and authorized to do bu Hampshire. Each policy shall contain a clause modification of the policy earlier than ten (10) day; has been received by the State.
18. **WAIVER OF BREACH.** No failure by the State to e after any Event of Default shall be deemed a waiver of its rights with regard to that Event, or any subsequent Event. No express waiver of any Event of Default shall be deemed a waiver of any provisions hereof. No such failure of waiver shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other default on the part of the Grantee.
19. **NOTICE.** Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses first above given.
20. **AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Council of the State of New Hampshire.
21. **CONSTRUCTION OF AGREEMENT AND TERMS.** This Agreement shall be construed in accordance with the law of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assignees. The captions and contents of the "subject" blank are used only as a matter of convenience, and are not to be considered a part of this Agreement or to be used in determining the intend of the parties hereto.
22. **THIRD PARTIES.** The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.
23. **ENTIRE AGREEMENT.** This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings relating hereto.
24. **SPECIAL PROVISIONS.** The additional provisions set forth in Exhibit C hereto are incorporated as part of this agreement.

EXHIBIT A
SCOPE OF WORK

I. WORK TASKS

The Town of Dorchester is being provided a hazard mitigation grant in the amount of \$65,481.00 to prevent the flooding of North Dorchester Road Section one.

The Town proposes to replace three twelve inch culverts with eighteen inch culverts, one fifteen inch culvert with a twenty-four inch culvert and replace the double culvert under the bridge with a five foot by ten foot box culvert. The road will also be built up and reshaped with one and one half inch crushed gravel, a one inch thick drainage layer of gravel and a covering of fabric. The road will be re-ditched and the ditches mulched and hydro-seeded. The surface will be finish graded and compacted. Any trees removed from the site will be replaced near the site with native trees.

All work and the closeout of this project will be completed by December 31, 2012.

II. PROJECT REVIEW and CONDITIONS

The Town of Dorchester shall comply with the project review and conditions as identified by the Federal Emergency Management Agency (FEMA). The FEMA Project Review and Conditions Status is attached to this agreement.

The Town of Dorchester shall submit quarterly progress reports starting with the quarter ending June 30, 2011. These reports shall continue until the project is closed out.

The Town of Dorchester is responsible for the 25% cost share, which is \$21,827.00. The Town of Dorchester shall clearly identify and document the cost share and retain all associated records for a period of four years from the date of project closeout.

EXHIBIT B

GRANT AMOUNT AND METHOD OF PAYMENT

I. GRANT AMOUNT

1787 HMGP

	Applicant Share	Grant (Federal Funds)	Cost Totals
Project Cost	\$21,827.00	\$65,481.00	\$87,308.00
Column Totals	\$21,827.00	\$65,481.00	\$87,308.00
The Project Cost is 75% Federal Funds, 25% Applicant Share			
The Administrative Cost Allowance is 100% Federal Funds			

II. FEE SCHEDULE

- a. An initial advance will be made to the Town of Dorchester based on expenditures necessary to start the project. Additional advances may be requested contingent upon documented expenditure of previous advances.
- b. A request for an advance of funds must be submitted in writing to the State Hazard Mitigation Officer. The request must be made using the request for funds form. Request for funds should be made at least 4 – 6 weeks prior to the identified need, and should be expended within thirty (30) days of receipt.

AB ST
11/20/2011

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



FEMA

December 13, 2010

Mr. Christopher Pope, Director
New Hampshire Department of Homeland Security and Emergency Management
33 Hazen Drive
Concord, NH 03305

Re: FEMA-DR-1787-NH
Hazard Mitigation Grant Program (HMGP) Project # 7R
North Dorchester Road Section 1 Drainage Improvement Project, Dorchester, NH

Dear Mr. Pope:

Enclosed please find the Regional Environmental Officer's Record of Environmental Consideration (REC) and the Allocation, Obligation, Financial Activity and Project Management reports for the following Hazard Mitigation Grant Program project:

1787-7R	Town of Dorchester	
	North Dorchester Road Section Drainage Improvement Project	\$ 65,481
	Total:	\$ 65,481

If you have any questions, please do not hesitate to call Judith Maloney with the FEMA Region I Mitigation Division at (617) 832-4797.

Sincerely,

A handwritten signature in black ink that reads "Kevin M. Merli".

Kevin M. Merli, Director
Mitigation Division

Enclosures

EXHIBIT C

SPECIAL PROVISIONS

1. This grant agreement may be terminated upon thirty (30) days written notice by either party.
2. Any funds advanced to the grantee must be returned to the Division of Homeland Security and Emergency Management if the grant agreement is terminated for any reason other than completion of the project.
3. The Town of Dorchester agrees to have an audit conducted in compliance with OMB Circular A-133, if applicable. If a compliance audit is not required, at the end of each audit period the Town of Dorchester will certify in writing that they have not expended the amount of federal funds that would require a compliance audit (\$500,000). If required, they will forward for review and clearance a copy of the completed audit(s) to the Department of Safety, Division of Homeland Security and Emergency Management.

Additionally, they have notified or will notify their auditor of the above requirements prior to performance of the audit. They will also ensure that, if required, the entire grant period will be covered by a compliance audit, which in some cases will mean more than one audit must be submitted. They will advise the auditor to cite specifically that the audit was done in accordance with OMB Circular A-133. They will also ensure that all records concerning this grant will be kept on file for a minimum of 4 years from the end of this audit period.

BAW
1/20/2011

Minutes of Select Board Meeting January 20, 2011

Open: 6:30 P.M.

Present: Select Board: Arthur Burdette, Chairman; Albert John Franz, Vice Chairman; Sherman Hallock
Treasurer: Brian Howe
Secretary: Linda M. Landry
Road Agent: George C. Conkey, II (Absent)

Guests: Darlene Oaks
Patricia Franz
Ron Charrette
Sandy Green
Michael Mock
Michael Woodard
Jack Potts
Cookie Hebert
Bob Green
Paul Hatch, Department of Safety, Homeland Security and
Emergency Management

Minutes of the January 5 and 6, 2011 Select Board's Meetings: The Minutes of the January 5 and 6, 2011 Select Board's Meetings were reviewed by the Select Board. **Motion:** To approve the Minutes of the January 5 and 6, 2011 Select Board's Meetings– By Selectman Franz, Seconded by Selectman Burdette

Additions/Corrections: Page 3 **Public Hearing on Grants and Unanticipated Revenue:** There will be a Public Hearing on Grants and Unanticipated Revenue over \$500.00, as required by law. Should read: **Public Hearing on Grants and Unanticipated Revenue:** There will be a Public Hearing on Grants and Unanticipated Revenue over \$5,000.00, as required by law.

Page 6: The following was added: **Non-profit Status:** Selectman Hallock stated that he had heard from sources that the Dorchester Old Home Days Committee was not a non-profit organization. He asked what the status was. He was assured by several members of the Old Home Days Committee that it was. Selectman Hallock asked what the name of the organization was, and was told that it was the Dorchester Old Home Days Committee.

Motion: To approve the Minutes of the January 5 and 6, 2011 Select Board Meetings as corrected – By Selectman Franz, Seconded by Selectman Hallock – **APPROVED (Unanimously)**

Financial Report: The Treasurer reported that all of the expenses incurred in 2010, but paid out in January 2011 have been credited to the proper 2010 accounts in preparation for closing out the 2010 Financial Report. The Treasurer will prepare a draft of money Warrant Articles exclusive of the budget for the February 3, 2010 Select Board Meeting. The Warrant Articles will address the following:

- Replacing the \$1,950.00 used to remove trees from around the historic district, back into the Building Maintenance Capital Reserve Fund (last year's Warrant Article requested \$2,000.00, but only \$1,950.00 was used)
- Placing \$1,000.00 in the Capital Reserve Fund for acquiring and developing land for a Town Cemetery.
- Placing \$6,000.00 into the Capital Reserve Fund for Property Revaluation (\$4,000.00 to be raised by taxes and \$2,000.00 to come from the Fund Balance)

Public Input:

 **NH Department of Safety, Homeland Security and Emergency Management
Hazard Mitigation Grant – Section 1 (North Dorchester Road – Melanson Flat)**

Paul Hatch from the Department of Safety, Homeland Security and Emergency Management announced the awarding of a Hazard Mitigation Grant to the Town of Dorchester to be used to prevent the flooding of Section 1-North Dorchester Road, better known as Melanson Flat. The grant is a 75/25 matching grant (75% - Federal Funds, 25% - Town). The Federal portion is \$65,481.00 with a match from the Town of Dorchester of \$21,827.00; it is the intent of the Board that these matching funds come from within the budget and have no impact on the tax rate. The town's portion can be made up with "in kind" services and from within the road budget; the completion of the work and the closeout of the project are scheduled for December 31, 2012 (2 construction seasons), but the Town plans to request an extension of 1 year, making this a three year project.

Scope of the North Dorchester Road-Section 1 Project: The replacement of three twelve inch culverts with eighteen inch culverts, one fifteen inch culvert with a twenty-four inch culvert and the replacement of the double culvert under the bridge with a five foot by ten foot box culvert. The road will also be built up and reshaped with one and one-half inch crushed gravel, a one inch thick drainage layer of gravel and a covering of fabric. The road will be re-ditched and the ditches mulched and hydro-seeded. The surface will be finish graded and compacted. Any trees removed from the site will be replaced near the site with native trees.

The Select Board reviewed the terms and conditions of the Grant. **Motion:** To accept the terms and conditions of the Hazard Mitigation Grant to prevent the flooding of North Dorchester Road Section one – By Selectman Burdette, Seconded by Selectman Hallock - **APPROVED (Unanimously)**

The Grant Agreement was signed and notarized.

Catelena Consulting, who assisted the Town in applying for grants, will administer the grant.

The Town has applied for Mitigation Grants for two other identified areas in town including:

- The Thayer Hill portion of North Dorchester Road (a high priority)

The second identified area is Province Road which includes the replacement of two bridges and the rebuilding of the road from NH Route 118 to the Groton town line.

The Select Board thanked Mr. Hatch for his help in securing this grant for the town.

Buildings and Grounds: Cookie Hebert reported that the snow has been pulled off the roofs of both the Town Hall and the Town Office. She has also replaced the bulb in the outside light at the Town Office.

Selectman Franz reported that the issue of water dripping off the roof onto the handicapped ramp at the Town Hall and then freezing may be better addressed by routing heat under the cement pad rather than extending the roof.

Snowmobile parking at the Town Hall: A request has been made to allow snowmobile trailers and vehicles to park at the Town Hall. Selectman Burdette reported that he contacted Baker River Snowmobile Club and they reported that they have ample parking for snowmobilers and their vehicles at their club house with full access to surrounding trails.

Decision: There is no reason to change the policy. Signs will be posted prohibiting the parking of snowmobile trailers and vehicles at the Town Hall.

Public Hearing
7:00 p.m.
Grants and Unanticipated Revenues

Selectman Burdette opened the Public Hearing at 7:00 P.M.