

Facility Use Agreement by and between

**Town of Candia
74 Main Street
Candia, NH 03034**

and

**Candia Youth Athletic Association
27 Raymond Road (PO Box 193)
Candia, NH 03034**

This Facility use agreement between the Town of Candia, New Hampshire, (hereinafter referred to as "Town of Candia") and the Candia Youth Athletic Association (hereinafter referred to as "CYAA"), is executed pursuant to the terms and conditions set for herein.

RECITALS

- A. CYAA owns a Facility at 27 Raymond Road; Candia, NH 03034 (hereinafter referred to as "the Facility") as described in this Agreement, which is available for free usage by the Town for conduction election-related activities; and
- B. CYAA as a 501(c)(3) tax-exempt organization, may not support any particular political candidate or party. CYAA offers this Facility for use in a strictly non-partisan manner, showing no favoritism toward any candidate, party, faction, or organization during the execution of this agreement; and
- C. The Town of Candia desires to use this Facility for the purposes contained in this Agreement; and
- D. CYAA is willing to extend to the Town of Candia the use of the Facility on the terms and conditions herein.

TERMS

In consideration of the mutual promises and other good and valuable consideration, CYAA and the Town of Candia agree as follows:

1.0 Grant.

1.1 CYAA grants permission to the Town of Candia to use the following area(s) on the premises for the following dates and times:

Monday, March 13, 2017 – Setup of Facility for Town Election (4:00-9:00 p.m.)

Tuesday, March 14, 2017 – Town Election (election is 6:00 a.m.-7:00 p.m.; the Town of Candia will want access to the Facility at 5:00 a.m. and expects to be finished cleanup by 9:00 p.m.)

1.2 Use of the Facility for any other purpose is prohibited without first obtaining the written consent of CYAA. The Town of Candia will conform to and comply with all applicable municipal, state, and federal laws in using the premises.

1.3 In addition to The Facility set forth under section 1.1, CYAA shall provide the following equipment/services:

1.3.1: Wi-fi Access

1.3.2: Janitorial services (not including set-up and break-down of election related materials)

1.3.3: Use of the bathrooms for voters and election staff

1.4 In regards to parking, CYAA shall allow for three handicapped parking spots as well as allow for those that have difficulty with mobility to be dropped off at the front entrance.

1.5 The Town of Candia shall be allowed by CYAA to permit organizations that want to use the Facility for fund-raising or non-partisan informational distribution within an area authorized by the Town Moderator; who shall approve of these organizations beforehand.

1.6 In regard to electioneering, CYAA shall defer to the Town Moderator to determine the location of all campaign electioneering, as well as areas that will be prohibited from such acts. These actions shall be in compliance with State of New Hampshire laws.

1.7. CYAA shall allow, at the discretion of the Town Moderator, law enforcement officials to be on hand during election activities.

1.8 The Town of Candia Board of Selectmen will invite CYAA, the Town Moderator, and other election official to a board meeting after the election to discuss the logistics of the election. Invited guests should discuss any issues that arose to determine the best way to address said issue if future elections are held at the Facility.

2.0 User Fee, Payment.

For use as a polling location, the Town of Candia shall pay a rental fee of \$0.00.

3.0 Alteration and Damage.

The Town of Candia, to the best of its ability, shall not injure, mar, or in any way deface the Facility and shall not cause or permit anything to be done whereby said premises shall be in any manner injured, marred or defaced.

4.0 Equipment.

Except as specifically provided in this agreement, the Town of Candia agrees that it will not use CYAA's equipment, tools or furnishings, without first seeking and receiving the approval of a CYAA board member.

5.0 Non-Discrimination.

The Town of Candia agrees not to discriminate in any manner on the basis of sex, sexual orientation, race, creed, age, color, national origin, religious belief, disability, or veteran status, and to comply with all non-discriminatory federal, state, and local laws.

6.0 Release, Hold Harmless, and Indemnity.

The Town of Candia, in full recognition and understanding of the responsibilities, hazards, and dangers inherent in its use of the Facility, hereby agrees:

6.1 to assume all risks and responsibilities involved in using the Facility under the terms of this agreement;

6.2 for itself and its successors:

6.2.1 to release and hold harmless or to indemnify CYAA and its trustees, officers, agents, and employees from and against (or with respect to) all claims, demands, actions and causes of action for damages it or any of its employees or volunteers or participants may sustain or incur due to personal injury, property damage, or death, arising from the use of the Facility under the terms of this agreement;

6.2.2 to release and hold harmless or to indemnify CYAA and its trustees, officers, agents, and employees from and against (or with respect to) all claims, demands, actions and causes of action for damages anyone other than it, or any of its members, guests, or participants may sustain or incur due to personal injury, property damage, or death arising from the use of the Facility under the terms of this agreement; and

6.2.3 in the event use of the Facility under the terms of this agreement causes damage to the property of CYAA, to indemnify CYAA for such loss.

6.3. This agreement to release and hold harmless or to indemnify shall apply to all claims, demands and actions whether or not the result of negligent acts or omissions on the part of CYAA, or its trustees, officers, agents, or employees.

7.0. Insurance.

The Town of Candia agrees to provide, prior to the event, a certificate of insurance for a general commercial liability policy covering bodily injury and property damage, in a form and with an insurance company acceptable to CYAA, with limits of coverage of not less than \$1 million per person/\$2 million in the aggregate. This certificate shall be made available to CYAA no later than 10 days before the election. An unexpired copy of this certificate may be kept on file by CYAA to satisfy this clause.

8.0 Non-Assignment.

The Town of Candia shall not assign or transfer this Facilities Use Agreement without the written consent of CYAA, and this Agreement is legally binding upon the heirs, representatives, successors, and assigns of both parties.

9.0 Severability Clause.

In the event one or more clauses of this Agreement are declared illegal, void or unenforceable, that shall not affect the validity and enforceability of all the remaining clauses of this Agreement.

10.0 Governing Law; Forum.

This Agreement shall be governed by and construed under the laws of the State of New Hampshire, which shall be the exclusive forum for any lawsuit between the parties arising from or incident to this Agreement.

11.0 Entire Agreement; Modification.

This Agreement and its Attachments, if any, contain all the terms between the parties and may be amended only in writing signed by both parties.

Candia Youth Athletic Association

Town of Candia

Rob Jones
President
Candia Youth Athletic Association

Boyd Chivers
Chairman
Board of Selectmen

Date: _____

Date: _____

Candia Selectmen's Public Meeting Minutes of 10/10/2011

effectively make a decision. Atty. Pasakarnis said they are before the Board this evening because the terms of the Cease and Desist order relate to the processing and the loading of screened loam on trucks is deemed to be a commercial operation in a residential district. Part of the corrective action was to remove the loam. His letter was to follow up on the terms of the Cease and Desist to remove the loam. In order to remove the loam from the property they have to bring trucks on the property to take loam off. He doesn't want his clients to remove the loam if there is going to be a finding that in doing so they are continuing to violate the Cease and Desist order. We are just trying to comply with the terms of the Cease and Desist order. They are not here for any of the other matters this evening. They are trying to propose a compromise in a reasonable amount of time. He noted any screening operations will have to be carried over to the spring. It is something they would like to accomplish within a year. Mr. Stevens said the loam is about 150 truck loads. Selectman Snow thought it was a significant amount. Atty. Pasakarnis said it will have to be done with equipment and trucks. Mr. Caswell asked if he will be notified as an abutter. Chairman Kelley replied the Selectmen's agenda is posted in two places in town – the Post Office and Town Hall. The agenda is also posted on the website.

Eagle Scout Project. Eagle Scout Matt Hawes explained he did the Moore Park sign at the entrance of the park. He would like to formally turn it over to the Town. He and other members of the community have put 450 hours into the project. He hopes the residents of the Town enjoy the sign as much as he does. He thanked Road Agent Lewis for all of the help he gave to his project. Selectman Snow motioned that the Board send Matt Hawes a letter of congratulations and thanks for successfully completing his Eagle Scout project and the Town accepts the sign. Seconded by Selectman Soares. All were in favor. Motion carried.

Rick DiOrio of the NH Snow Slickers to request trail use on Town property. Rick DiOrio was present. He has applied to the State already to get the trail crossing across Route 43. He presented the Board with some specs of the trail crossing. There is an existing trail now, but it doesn't seem to be used. Some brushing will need to be done and a small amount of soil may need to be brought in to even it out. They are looking for the Town's permission to do this and there will be no cost to the Town. Selectman Snow said if any development were to happen on that piece of land it would aggregate the agreement. Chief McGillen asked if it was the State or NH Fish and Game who were involved with the process. Mr. DiOrio explained the application goes to NH Fish and Game. It takes anywhere from 30 days to 3 years to get the approval. NH Fish and Game then send it to the DOT and they check the information that he gave them. Chief McGillen asked if they consult the Police Department. Mr. DiOrio couldn't see why they wouldn't contact the local police department. Chief McGillen said they are more than willing to help out the organization and work with the State to make sure it's safe. Selectman Snow motioned to authorize Chairman Kelley to sign the application. Seconded by Selectman Soares. All were in favor. Motion carried.

SNOWMOBILE TRAIL PERMISSION

Permission is hereby granted to Southern New Hampshire Snow Slickers
(Name of club/organization)

to provide public **snowmobile** access on my property. It is understood that use of my property, for said purpose, in no way holds me liable or responsible for accidents that may occur as a result of others using my property as provided for in Chapter 212, Section 34, Laws of the State of New Hampshire (RSA 212:34 Duty of Care).

There shall be **no fee** for the **use** of this property. The above named club/organization agrees to mark, sign, and maintain the property in a proper and safe manner.

The State of New Hampshire, Department of Resources and Economic Development, Division of Parks and Recreation, Bureau of Trails, shall also provide a landowner liability insurance policy with coverage of \$2,000,000.00 for trails within the Grant-In-Aid Program.

This agreement shall have a **term** of:

- Indefinite
- 1 year from landowner approval
- 5 years from landowner approval

****THIS AGREEMENT MAY BE TERMINATED FOR ANY CAUSE, BY EITHER PARTY, UPON THIRTY (30) DAYS WRITTEN NOTIFICATION.****

Dated this ____ day of December, 2016

Town of Candia

Landowner (Print Name)

74 High Street

Address

030343 603-483-8101

Zip Code Telephone

Landowner Signature

Candia

Town/City

Southern NH Snow Slickers

Club/Organization

73 Tower Hill Road

Club Address

Candia 03034

Town/City Zip Code

David Labbe

Club/Organization Officer (Print Name)

Trail Administrator

Title (President, Trail Administrator, etc.)

Club/Organization Officer's Signature



State of New Hampshire Department of Safety

John J. Barthelmes, Commissioner

Robert L. Quinn, Assistant Commissioner

Richard C. Bailey, Jr., Assistant Commissioner

Homeland Security and Emergency Management

Perry E. Plummer, Director

Jennifer L. Harper, Assistant Director



November 10, 2016

Mr. Robert Panit, Director
Candia Emergency Management
74 High Street
Candia, NH 03034

Dear Mr. Panit:

Congratulations! The Federal Emergency Management Agency (FEMA) has approved the application for the update of the Town of Candia's hazard mitigation plan. Enclosed is a grant agreement for the community to enter into with the State of New Hampshire through the Federal Fiscal Year 2015 Pre-Disaster Mitigation (PDM) Grant Program. This grant will assist your community with the update of the Local Hazard Mitigation Plan. The current plan is due to expire on **5/16/17**.

THIS DOES NOT MEAN YOUR GRANT HAS BEEN AWARDED. DO NOT BEGIN THE PLAN UPDATE UNTIL YOUR GRANT AGREEMENT HAS BEEN APPROVED.

Please review the checklist below to ensure the grant agreement has all necessary and pertinent information to proceed with the approval of the Grant Agreement.

- Board of Selectmen/City Council signed, notarized, and initialed grant agreement
- A copy of the Meeting Minutes which must acknowledge the community's match requirements and conditions of the grant.
- Copies of current Liability and Workers Compensation insurance

Please forward all **completed** paperwork to:

State Hazard Mitigation Planner
NH Homeland Security and Emergency Management
33 Hazen Drive
Concord, NH 03305

Upon receipt of the **completed** paperwork, it will be forwarded on for approval. Once approval is received, an award package will be sent to your community for recordkeeping. If you have any further questions, please do not hesitate to contact the Hazard Mitigation Program Manager 603-271-2231 or hazardmitigationplanning@dos.nh.gov.

Thank you for your continued efforts with emergency management.

Sincerely,

A handwritten signature in black ink, appearing to read "Whitney Welch".

Whitney Welch
State Hazard Mitigation Planner

cc: Julia Chase, Asst. Chief of Field Services, NH HSEM w/out enc.

Office: 110 Smokey Bear Boulevard, Concord, N.H.
Mailing Address: 33 Hazen Drive, Concord, N.H. 03305
603-271-2231, 1-800-852-3792, Fax 603-223-3609
State of New Hampshire TDD Access: Relay 1-800-735-2964

EXHIBIT A

Scope of Work and Project Review and Conditions

1. SCOPE OF WORK

The Department of Safety, Division of Homeland Security and Emergency Management (hereinafter referred to as "the State") is awarding the Town of Candia (hereinafter referred to as "the Subrecipient") \$6,000.00 within the Federal Fiscal Year 2015 Pre-Disaster Mitigation Grant Program (PDM).

"The Subrecipient" shall utilize the above referenced funding for the update of their Local Hazard Mitigation Plan.

"The Subrecipient" agrees that the period of performance ends on October 31, 2018 and by that date the aforementioned hazard mitigation plans must be completed and have received formal approval by the Federal Emergency Management Agency (FEMA). All completed invoices must be sent to "the State" by November 30, 2018, 30 days after the period of performance ends.

2. PROJECT REVIEW AND CONDITIONS

"The Subrecipient" shall submit quarterly progress reports, drafts, and final updated local hazard mitigation plans for aforementioned community(ies). Quarterly reporting shall begin in the quarter in which this grant agreement is approved, shall be submitted within 15 days after the end of a quarter, and shall continue until the project is completed.

"The Subrecipient" agrees to submit draft plans to HSEM, electronically, for review and comment. HSEM will then submit the plans to FEMA Region I for review and approval once the plans are satisfactory to the state.

"The Subrecipient" further agrees to promptly address all required revisions arising from HSEM and FEMA reviews, and resubmit the revised draft plan(s) to HSEM.

"The Subrecipient" agrees to provide copies of the formally approved plans to HSEM in electronic format, via compact disk (CD), upon receipt of the FEMA formal approval letter.

"The Subrecipient" agrees to comply with all applicable federal and state laws, rules, regulations, and requirements.

"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 Subrecipient" shall maintain documentation of the 25% cost share required by this grant.

Subrecipient Initials: 1.) 2.) 3.) Date:

EXHIBIT B

Grant Amount and Payment Schedule

1. GRANT AMOUNT

	Applicant Share	Grant (Federal Funds)	Cost Totals
Project Cost	\$2,000.00	\$6,000.00	\$8,000.00
Project Cost is 75% Federal Funds, 25% Applicant Share			
Awarding Agency: Federal Emergency Management Agency (FEMA)			
Award Title & #: Pre-Disaster Mitigation Grant EMB-2016-PC-0003, PDMC-PL-01-NH-2015-01			
Catalog of Federal Domestic Assistance (CFDA) Number: 97.047 (PDM)			
Sub-Recipient's Data Universal Numbering System (DUNS): 968524587			

2. PAYMENT SCHEDULE

- a. "The Subrecipient" agrees the total payment by "the State" under this grant agreement shall be up to \$6,000.00.
- b. "The State" shall reimburse up to \$6,000.00 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.
- c. "The Subrecipient, based upon expenditures, will need to request necessary funds for reimbursement.

Subrecipient Initials: 1.) 2.) 3.) Date:

EXHIBIT C

Special Provisions

1. This grant agreement may be terminated upon thirty (30) days written notice by either party.
2. 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.

NH Pre-Disaster Mitigation (PDM) Grant Agreement Checklist

Applicant: Town of Candia Project: Hazard Mitigation Plan Update Amount of Grant: \$6,000.00

To: Bob Panit
From: Whitney Welch, State Hazard Mitigation Planner

Attached please find your Grant Agreement and accompanying Exhibits A, B & C. All steps below **are required** to be completed in their entirety. **Complete and return** this checklist along with the Grant Agreement documents to the address stated below.

√	Check when complete
	Page 1 - have a majority of the Select board or City Council sign in blocks 1.11
	Page 1 - Fill in block 1.12. *Please print the NAMES & TITLES of the signors.
√	Have a Notary Public or Justice of the Peace complete the following:
	Fill in block 1.13
	Sign/Seal block 1.13.1
	Fill in block 1.13.2
√	All Grantee signors shown in block 1.11 must:
	All signors - Initial and date each page of the Grant Agreement
	All signors - Initial and date each of the Exhibit pages A, B and C.

If any of the above items are not completed properly, the grant agreement will not be processed and will be returned for correction(s).

Other documentation that is required:

1. **Minutes** of the meeting documenting that the community's/agency's GOVERNING AUTHORITY accepted/approved the PDM grant agreement; please ensure the minutes state that **the community/agency is accepting the PDM grant agreement terms as presented**. The minutes should also include **what the grant is for**, the **total project cost**, and the **amount of local match** (25%). **Ensure you have complied with any public meeting requirement for acceptance of this grant including, if applicable, RSA 31:95-b.**
2. Certificate of Vote/Authority for Signature (**Only required if ONE person and not the majority of your board/council signs the grant agreement**) – see the enclosed document for guidance.

Please mail/ensure delivery of all documents, **including this checklist**, to:

Whitney Welch, State Hazard Mitigation Planner
N.H. Homeland Security and Emergency Management
33 Hazen Drive
Concord, NH 03305

**PLEASE
RETURN BY:
As Soon As
Possible**

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. Subrecipient Name Town of Candia (VC#177269-B002)		1.4. Subrecipient Tel. #/Address 603-483-8101 74 High Street, Candia, NH 03034	
1.5 Effective Date Business Office Approval	1.6. Account Number AU #43930000	1.7. Completion Date October 31, 2018	1.8. Grant Limitation \$6,000.00
1.9. Grant Officer for State Agency Heather Dunkerley, State Hazard Mitigation Officer		1.10. State Agency Telephone Number (603) 223-3614	
"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. Subrecipient Signature 1		1.12. Name & Title of Subrecipient Signor 1	
Subrecipient Signature 2		Name & Title of Subrecipient Signor 2	
Subrecipient Signature 3		Name & Title of Subrecipient Signor 3	
1.13. Acknowledgment: State of New Hampshire, County of _____, on _____ / _____ / _____, before the undersigned officer, personally appeared the person identified in block 1.12., known to me (or satisfactorily proven) to be the person whose name is signed in block 1.11., and acknowledged that he/she executed this document in the capacity indicated in block 1.12.			
1.13.1. Signature of Notary Public or Justice of the Peace (Seal)			
1.13.2. Name & Title of Notary Public or Justice of the Peace			
1.14. State Agency Signature(s) By: _____ On: _____ / /		1.15. Name & Title of State Agency Signor(s) Steven R. Lavoie, Director of Administration	
1.16. Approval by Attorney General (Form, Substance and Execution) (if G & C approval required) By: _____ Assistant Attorney General, On: _____ / /			
1.17. Approval by Governor and Council (if applicable) By: _____ On: _____ / /			

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

3. AREA COVERED. Except as otherwise specifically provided for herein, the Subrecipient 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 of approval of this Agreement by the Governor and Council of the State of New Hampshire if required (block 1.17), or upon signature by the State Agency as shown in block 1.14 ("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 1.7 (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 Subrecipient the Grant Amount. The State shall withhold from the amount otherwise payable to the Subrecipient 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 Subrecipient for all expenses, of whatever nature, incurred by the Subrecipient in the performance hereof, and shall be the only, and the complete, compensation to the Subrecipient for the Project. The State shall have no liabilities to the Subrecipient 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 SUBRECIPIENT WITH LAWS AND REGULATIONS. In connection with the performance of the Project, the Subrecipient 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 Subrecipient, including the acquisition of any and all necessary permits.

7. RECORDS and ACCOUNTS.

7.1. Between the Effective Date and the date three (3) years after the Completion Date the Subrecipient 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 three (3) years after the Completion Date, at any time during the Subrecipient's normal business hours, and as often as the State shall demand, the Subrecipient shall make available to the State all records pertaining to matters covered by this Agreement. The Subrecipient 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, "Subrecipient" includes all persons, natural or fictional, affiliated with, controlled by, or under common ownership with, the entity identified as the Subrecipient in block 1.3 of these provisions

8. PERSONNEL.

8.1. The Subrecipient shall, at its own expense, provide all personnel necessary to perform the Project. The Subrecipient 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 Subrecipient 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 Subrecipient shall grant to the State, or any person designated by it, unrestricted access to all data for examination, duplication, publication, translation, sale, disposal, or for any other purpose whatsoever.

9.3. No data shall be subject to copyright in the United States or any other country by anyone other than the State.

9.4. On and after the Effective Date all data, and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason, whichever shall first occur.

9.5. The State, and anyone it shall designate, shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, all data.

10. CONDITIONAL NATURE OR AGREEMENT. Notwithstanding anything in this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability or continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available or appropriated funds. In the event of a reduction or termination of those funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Subrecipient notice of such termination.

11. EVENT OF DEFAULT: REMEDIES.

11.1. Any one or more of the following acts or omissions of the Subrecipient 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 Subrecipient 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 Subrecipient notice of termination; and

11.2.2 Give the Subrecipient a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the Grant Amount which would otherwise accrue to the Subrecipient during the period from the date of such notice until such time as the State determines that the Subrecipient has cured the Event of Default shall never be paid to the Subrecipient; and

11.2.3 Set off against any other obligation the State may owe to the Subrecipient 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 Subrecipient 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 Subrecipient 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 Subrecipient from any and all liability for damages sustained or incurred by the State as a result of the Subrecipient'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 Subrecipient hereunder, the Subrecipient, may terminate this Agreement without cause upon thirty (30) days written notice.

13. CONFLICT OF INTEREST. No officer, member of employee of the Subrecipient, 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

Subrecipient Initials: 1.) _____ 2.) _____ 3.) _____ Date: _____

- approval of the undertaking or carrying out of such Project, shall participate in any decision relating to this Agreement which affects his or her personal interest or the interest of any corporation, partnership, or association in which he or she is directly or indirectly interested, nor shall he or she have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.
- 14. SUBRECIPIENT'S RELATION TO THE STATE. In the performance of this Agreement the Subrecipient, its employees, and any subcontractor or subgrantee of the Subrecipient are in all respects independent contractors, and are neither agents nor employees of the State. Neither the Subrecipient 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 Subrecipient 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 Subrecipient other than as set forth in Exhibit A without the prior written consent of the State.
- 16. INDEMNIFICATION. The Subrecipient 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 Subrecipient or subcontractor, or subgrantee or other agent of the Subrecipient. 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 Subrecipient 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 \$1,000,000 per occurrence and \$2,000,000 aggregate 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 17.1 of this paragraph shall be the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State, and authorized to do business in the State of New Hampshire. Each policy shall contain a clause prohibiting cancellation or modification of the policy earlier than ten (10) days after written notice thereof has been received by the State.
- 18. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event, or any subsequent Event. No express waiver of any Event of Default shall be deemed a waiver of any provisions hereof. No such failure of waiver shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other default on the part of the Subrecipient.
- 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, if required, or by the signing State Agency.
- 21. CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be construed in accordance with the law of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assignees. The captions and contents of the "subject" blank are used only as a matter of convenience, and are not to be considered a part of this Agreement or to be used in determining the intent of the parties hereto.
- 22. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.
- 23. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings relating hereto.
- 24. SPECIAL PROVISIONS. The additional provisions set forth in Exhibit C hereto are incorporated as part of this agreement.

Subrecipient Initials: 1.) _____ 2.) _____ 3.) _____ Date: _____

Sample Meeting Minutes

Please use this language when documenting meeting minutes accepting the grant

"The Town of Candia Board of Selectmen, in a majority vote, accepted the terms of the Pre-Disaster Mitigation Program (PDM) as presented in the amount of \$6,000.00 to update the community's Hazard Mitigation Plan. Furthermore, the Board acknowledges that the total cost of this project will be \$8,000.00, in which the Town will be responsible for a 25% match (\$2,000.00)."

*As a reminder, please have the Governing Board and notary/justice of the peace sign and date the Grant Agreement the **same date (this date should be the same as the meeting was held)**.*

Exception to this would be if the Board authorized someone else (i.e., Town Manager) to sign on their behalf at the meeting when they accepted the grant agreement. In this case, the notary/jp should date it the same as the Authorized Signor (i.e., Town Manager).

original
attached

Are you in favor of Article 24 as follows:

To see if the Town will vote to raise and appropriate the sum of **One Hundred Twenty Seven Thousand Eight Hundred Ninety One Dollars (\$127,891)** for the operating expenses of the **Smyth Public Library**. Funds are to be expended under the direction of the Smyth Public Library Association. (Submitted by the Smyth Public Library Trustees)

**Last year's request \$125,157

MEMO

To: All employees
From: Board of Selectmen
Date: January 1, 2017
Re: 2017 Holiday Schedule

The Board of Selectmen has approved the following list of 2017 holidays to be observed:

Office Employees/Police officers

Monday, January 2	New Year's Day
Monday, January 16	Martin Luther King Day
Monday, February 20	President's Day
Monday, May 29	Memorial Day
Tuesday July 4	Independence Day
Monday, September 4	Labor Day
Friday, November 10	Veteran's Day
Thursday, November 23	Thanksgiving Day
Friday, November 24	Day after Thanksgiving
Monday, December 25	Day After Christmas <i>Day</i>

In addition, there are two floating holidays per year.

Recycling Center Employees

Sunday, January 1	New Year's Day
* Monday, February 16	President's Day
Sunday, April 16	Easter Sunday
* Monday, May 29	Memorial Day
* Tuesday, July 4	Independence Day
* Monday, September 4	Labor Day
Saturday, November 11	Veteran's Day
Thursday, November 23	Thanksgiving Day
Friday, November 24	Day after Thanksgiving
*Monday, December 25	Christmas Day

* Holidays that fall on a day that is the employee's regular day off (Monday or Tuesday), will be moved to a floating holiday

In addition, there are two floating holidays per year.