

82 Jm



# State of New Hampshire

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

JOHN J. BARTHELMES  
COMMISSIONER

November 16, 2015

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

### Requested Action

Pursuant to RSA 21-P:43, the Department of Safety, Division of Homeland Security and Emergency Management requests authorization to enter into a grant agreement with the City of Franklin (VC# 177390-B002) for a total amount of \$303,375.00 for implementation of projects identified through the evaluation of natural hazards. Effective upon Governor and Council approval through March 26, 2018. Funding source: 100% Federal Funds.

Funding is available in the SFY 2016 operating budget as follows:

02-23-23-236010-29200000	Dept. of Safety	HSEM	Hazard Mitigation Grant Program
072-500574	Grants-Federal – Grants to local Gov't – Federal		\$303,375.00
Activity Code: 23HMGP4105			

### Explanation

The City of Franklin proposes to replace the Haynes Brook Culvert, an existing 5 foot by 3 foot concrete box, with a new, appropriately sized 8 foot by 3 foot culvert. This replacement is expected to reduce or eliminate the potential for flooding to damage the culvert resulting in the closure of Central Street, Route 3, and Route 11, thus preventing east-west traffic flow through this area. Since Central Street is the prime east-west corridor in this area and provides important cross-traffic over the Pemigewasset River Bridge and since other bridges over the river are located in Bristol and Boscawen, keeping and maintaining the integrity of the Haynes Brook Culvert is a critical public safety concern. The Hazard Mitigation Grant Program (HMGP) provides funding to states and communities (sub-applicants) 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 and a 25% applicant match. The sub-applicants will provide and document the program match requirements.

The State of New Hampshire solicits applications statewide. Notification of the 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 for their final approval. Applications that are determined to be cost effective and program eligible are then funded by FEMA in full 75%; 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,

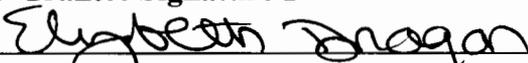
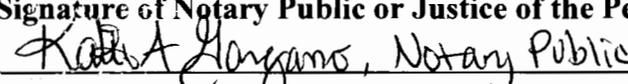
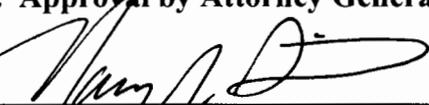
  
John J. Barthelmes  
Commissioner of Safety

# GRANT AGREEMENT

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

## GENERAL PROVISIONS

### 1. Identification and Definitions.

<b>1.1. State Agency Name</b> NH Department of Safety, Homeland Security and Emergency Management		<b>1.2. State Agency Address</b> 33 Hazen Drive Concord, NH 03305	
<b>1.3. Grantee Name</b> City of Franklin (VC # 177390-B002)		<b>1.4. Grantee Address</b> 316 Central St Franklin, NH 03235	
<b>1.5. Effective Date</b> G&C Approval	<b>1.6. Completion Date</b> March 26, 2018	<b>1.7. Audit Date</b> N/A	<b>1.8. Grant Limitation</b> \$303,375
<b>1.9. Grant Officer for State Agency</b> Elizabeth R. Peck		<b>1.10. State Agency Telephone Number</b> (603) 223-3655	
"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."			
<b>1.11. Grantee Signature 1</b> 		<b>1.12. Name &amp; Title of Grantee Signor 1</b> Elizabeth Dagan / City manager	
<b>Grantee Signature 2</b>		<b>Name &amp; Title of Grantee Signor 2</b>	
<b>Grantee Signature 3</b>		<b>Name &amp; Title of Grantee Signor 3</b>	
<b>1.13. Acknowledgment:</b> State of New Hampshire, County of Merrimack, on 5/2/15, 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.			
<b>1.13.1. Signature of Notary Public or Justice of the Peace (Seal)</b> 		<b>KATIE A. GARGANO</b> NOTARY PUBLIC State of New Hampshire My Commission Expires November 12, 2019	
<b>1.13.2. Name &amp; Title of Notary Public or Justice of the Peace</b> Katie A. Gargano			
<b>1.14. State Agency Signature(s)</b> 		<b>1.15. Name &amp; Title of State Agency Signor(s)</b> <del>Elizabeth Bielecki, Director of Administration</del> <sup>2/19/15</sup>	
<b>1.16. Approval by Attorney General (Form, Substance and Execution)</b>			
By: 		Assistant Attorney General, On: 11/19/2015	
<b>1.17. Approval by Governor and Council</b>			
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 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").

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 by anyone other than the State.
- 9.4. On and after the Effective Date all data, and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason, whichever shall first occur.
- 9.5. The State, and anyone it shall designate, shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, all data.
10. CONDITIONAL NATURE OR AGREEMENT. Notwithstanding anything in this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability or continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available or appropriated funds. In the event of a reduction or termination of those funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Grantee notice of such termination.
11. EVENT OF DEFAULT: REMEDIES.
  - 11.1. Any one or more of the following acts or omissions of the Grantee shall constitute an event of default hereunder (hereinafter referred to as "Events of Default"):
    - 11.1.1 Failure to perform the Project satisfactorily or on schedule; or
    - 11.1.2 Failure to submit any report required hereunder; or
    - 11.1.3 Failure to maintain, or permit access to, the records required hereunder; or
    - 11.1.4 Failure to perform any of the other covenants and conditions of this Agreement.
  - 11.2. Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:
    - 11.2.1 Give the Grantee a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Grantee notice of termination; and
    - 11.2.2 Give the Grantee a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the Grant Amount which would otherwise accrue to the grantee during the period from the date of such notice until such time as the State determines that the Grantee has cured the Event of Default shall never be paid to the Grantee; and
    - 11.2.3 Set off against any other obligation the State may owe to the Grantee any damages the State suffers by reason of any Event of Default; and
    - 11.2.4 Treat the agreement as breached and pursue any of its remedies at law or in equity, or both.
12. TERMINATION.
  - 12.1. In the event of any early termination of this Agreement for any reason other than the completion of the Project, the Grantee shall deliver to the Grant Officer, not later than fifteen (15) days after the date of termination, a report (hereinafter referred to as the "Termination Report") describing in detail all Project Work performed, and the Grant Amount earned, to and including the date of termination.
  - 12.2. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall entitle the Grantee to receive that portion of the Grant amount earned to and including the date of termination.
  - 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 EMD

5/10/15  
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. 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 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 Grantee.
  19. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses first above given.
  20. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Council of the State of New Hampshire.
  21. CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be construed in accordance with the law of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assignees. The captions and contents of the "subject" blank are used only as a matter of convenience, and are not to be considered a part of this Agreement or to be used in determining the intent of the parties hereto.
  22. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.
  23. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings relating hereto.
  24. SPECIAL PROVISIONS. The additional provisions set forth in Exhibit C hereto are incorporated as part of this agreement.

## EXHIBIT A

### SCOPE OF WORK

1. The Department of Safety, Division of Homeland Security and Emergency Management (hereinafter referred to as "the State") is awarding the City of Franklin (hereinafter referred to as "the Grantee") \$303,375.00 within the Hazard Mitigation Grant Program.

"The Grantee" proposes to replace the existing 5 foot by 3 foot concrete box Haynes Brook Culvert and install a new properly sized 8 foot by 3 foot culvert to reduce or eliminate the potential for flooding to damage the culvert which could result in the closure of the Central Street, Route 3, and Route 11, this preventing any east-west traffic flow through this area. Since Central Street is the prime east-west corridor in this area, and since Central Street provides important cross-traffic over the Pemigewasset River Bridge, and since the other bridges over the river are located in Bristol and Boscawen, keeping and maintaining the integrity of the Haynes Brook Culvert is a critical public safety concern.

"The Grantee" agrees that the period of performance ends March 26, 2018 and that a final performance and expenditure report will be sent to "the State" by April 25, 2018, 30 days after the period of performance ends.

2. **PROJECT REVIEW and CONDITIONS**

"The Grantee" shall comply with the project review and conditions as identified by the Federal Emergency Management Agency (FEMA). The FEMA Record of Environmental Consideration is attached to this agreement.

"The Grantee" shall submit quarterly progress reports starting with the quarter ending June 30, 2015. These reports shall continue until the project is closed out.

"The Grantee" is responsible for the 25% cost share, which is \$101,125.00.

"The Grantee" shall maintain financial records, supporting documents, and all other pertinent records for a period of seven (7) years from the grant period of performance end date.

**EXHIBIT B**

**GRANT AMOUNT AND METHOD OF PAYMENT**

**1. GRANT AMOUNT**

	Applicant Share	Grant (Federal Funds)	Cost Totals
Project Cost	\$ 101,125.00	\$ 303,375.00	\$ 404,500.00
Column Totals	\$ 101,125.00	\$ 303,375.00	\$ 404,500.00
The Project Cost is 75% Federal Funds, 25% Applicant Share			
Awarding Agency: Federal Emergency Management Agency (FEMA)			
Award Title and number: FEMA-4105-DR-HMGP-2-R			
Catalog of Federal Domestic Assistance (CFDA) Number: 97.039 (HMGP)			

**2. FEE SCHEDULE**

The Grantee agrees the total payment by “the State” under this grant agreement shall be up to, but will not exceed \$303,375.00.

“The State” shall reimburse up to \$303,375.00 to “the Grantee” upon “the State” receiving appropriate documentation of expended funds from “the Grantee”.

Should “the Grantee” need to make a request for an advancement of funds, upon approval of the grant agreement by the Governor and Council, this request 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 shall be expended within thirty (30) days of receipt.

Proof of expenditures must be provided back to “the State” within thirty (30) days of receipt.

“The Grantee” based on expenditures, will need to request necessary funds for reimbursement. Additional reimbursement requests may be requested contingent upon documented expenditure of previous paid amounts.

## 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 Homeland Security and Emergency Management if the grant agreement is terminated for any reason other than completion of the project.
3. Any funds advanced to “the Grantee” must be expended within 30 days of receiving the advanced funds.
4. The “Grantee” 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 Grantee” will certify in writing that they have not expended the amount of federal funds that would require a compliance audit (\$750,000.00). If required, they will forward for review and clearance a copy of the completed audit(s) to “the State”.

Additionally, “the Grantee” has or will notify their auditor of the above requirements prior to performance of the audit. “The Grantee” 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 Grantee” will advise the auditor to cite specifically that the audit was done in accordance with OMB Circular A-133. “The Grantee” will also ensure that all records concerning this grant will be kept on file for a minimum of seven (7) years from the end of this audit period.



**FEMA**

March 26, 2015

Perry Plummer, Director  
Homeland Security and Emergency Management  
33 Hazen Dr.  
Concord, NH 03305

Re: FEMA-4105-DR-NH  
Hazard Mitigation Grant Program (HMGP) Project # 2-R  
Haynes Brook Culvert Replacement, Franklin, NH

Dear Director Plummer:

Enclosed please find the obligation reports for the following HMGP subgrant:

4105-2-R	Town of Franklin, New Hampshire Haynes Brook Culvert Upgrade	\$ 303,375
	<b>Total:</b>	<b>\$ 303,375</b>

The *grant* period of performance (POP) start date for FEMA-4105-DR-NH is **October 22, 2014**. The *grant* POP will end three years from the date of the last *subgrant* obligation. Based on this subgrant obligation, the current POP end date for FEMA-4105-DR-NH is **March 26, 2018**.

If you have any questions, please do not hesitate to call Emily Hayes with the FEMA Region I Mitigation Division at (617) 956-7569.

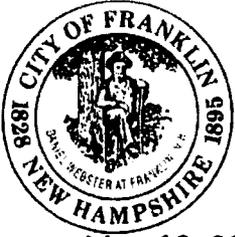
Sincerely,

A handwritten signature in cursive script, appearing to read "Dean J. Savramis".

Dean J. Savramis  
Director, Mitigation Division  
FEMA Region I

cc: Beth Peck, State Hazard Mitigation Officer, NH HSEM

Enclosures



# CITY OF FRANKLIN, NEW HAMPSHIRE

*"The Three Rivers City"*

316 Central Street  
Franklin, NH 03235

(603) 934-3900  
fax (603) 934-7413  
cityhall@franklinnh.org

May 19, 2015

Ms. Beth Peck, Hazard Mitigation Program Manager  
State Hazard Mitigation Officer  
New Hampshire Department of Safety  
Division of Homeland Security and Emergency Management  
33 Hazen Drive  
Concord, New Hampshire 03301

**RE: Haynes Brook Road Culvert Project**

Dear Ms. Peck:

The grant for the following project was approved at the May 4, 2015 City Council Meeting by a unanimous vote. Please be advised that City Manager Elizabeth A. Dragon is authorized to duly execute the documents pertaining to this project.

If you need any further information, please do not hesitate to contact me.

Sincerely,

Kenneth Merrifield  
Mayor, City of Franklin

CC: City Manager Dragon  
Planner Dick Lewis



# CITY OF FRANKLIN, NEW HAMPSHIRE

*"The Three Rivers City"*

316 Central Street  
Franklin, NH 03235

(603) 934-3900  
fax (603) 934-7413  
cityhall@franklinnh.org

## RESOLUTION #11-15

**A Resolution Relating to a Supplemental Appropriation for Fiscal Year 2015.**

**In the year of our Lord, Two Thousand Fifteen,**

**WHEREAS, the City Council of the City of Franklin has adopted a budget for Fiscal Year 2015 which began July 1, 2014, and;**

**WHEREAS, the City of Franklin recognizes that the Haynes Brook culvert, located on Central Street is deteriorating and is in need of replacement, and therefore, the City submitted a grant application to the Federal Emergency Management Agency [FEMA] for funds to facilitate the replacement of the Culvert, and;**

**WHEREAS, the City has been issued an award letter for the grant funds and the City Council, through this Resolution, votes to accept the FEMA grant funds, not to exceed \$303,375.00 and;**

**WHEREAS, the City Council recognizes that the grant funds are contingent upon the expenditure of matching funds from the City of Franklin in an amount of \$101,125 and;**

**WHEREAS, the City Council understands that previously expended amounts (engineering, etc) for this project can be used toward the match leaving a match balance of approximately \$80,000 which will be drawn from the Municipal transportation Fund Account, Now**

**THEREFORE BE IT RESOLVED, that at the scheduled meeting of the City Council on Monday, May 4, 2015, the City Council of the City of Franklin, New Hampshire does hereby adopt resolution 11-15 authorizing the following non lapsing appropriations,**

### **Revenues:**

**Federal Grant Revenue – Haynes Brook Acct# 01-9-014-33110-432 – Three hundred Three Thousand, Three Hundred Seventy-Five dollars (\$303,375.00), and,**

**Transfer In – Municipal Transportation Funds - Haynes Brook Acct# 01-0-000-39150-432 – Eighty thousand [\$80,000.00], and;**

### **Expenditures:**

**Other Improvements – Bridges – Haynes Brook Acct#01-9-014-40791-432 – Three hundred Eight-Three Thousand, Three Hundred Seventy-Five dollars (\$383,375.00),**

**By a roll call vote.**

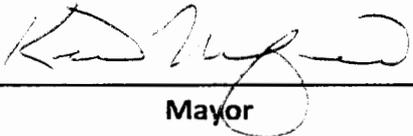
Resolution #11-15

Page 2

Roll Call:

Councilor Clarenbach	<u>Yes</u>	Councilor Dzujna	<u>Yes</u>
Councilor Giunta	<u>Yes</u>	Councilor Barton	<u>Yes</u>
Councilor Boyd	<u>Yes</u>	Councilor Feener	<u>Yes</u>
Councilor Desrochers	<u>Yes</u>	Councilor Wells	<u>Yes</u>
Councilor Starkweather	<u>Yes</u>		

Approved: \_\_\_\_\_

  
Mayor

Passed: May 4, 2015

I certify that said vote has not been amended or repealed and remains in full force and effect as of the date of this Certification and that Katie Gargano is the City Clerk for the City of Franklin, Franklin, New Hampshire.

A true copy, attested: \_\_\_\_\_

  
Katie Gargano, City Clerk

May 7, 2015  
Date

has ever been a two way street. Councilor Clarenbach commented as far back as he could remember it has been a one way. Director Sullivan advised there are two 12 foot lanes which are sufficient for two way traffic. And, he also stated Rowell Drive will take priority during snow season for plowing. No one else came forth to speak; the Mayor closed the public hearing.

**Ordinance #13-15** – this ordinance concerns proposed amendments to Chapter 262, Streets and Sidewalks and Chapter 284, Vehicles and Traffic of the City’s Municipal Code. Mayor Merrifield opened the public hearing, no one came forth to speak; the public hearing was closed.

**Ordinance #15-15** – This ordinance makes changes to Chapter 166-8, Code of Appeal of the Municipal Code. Mayor Merrifield opened the public hearing, no one came forth to speak; the public hearing was closed.

\* **Resolution #11-15** – This resolution concerns acceptance of grant funds and expenditure of funds for the replacement of the Haynes Brook Culvert located on Central Street. Mayor Merrifield opened the public hearing, no one came forth to speak; Mayor Merrifield closed the public hearing.

**Resolution #12-15** – This resolution concerns a supplemental appropriation in the amount of \$765,000 for the renovation of the Cross Street Water Tank and the relocation of the water main on Route 3. Mayor Merrifield opened the public hearing, no one came forth to speak; the Mayor closed the public hearing.

### **Comments from the Public**

Mr. Dan Fife, Daniel Webster Farm addressed the Mayor and Council concerning the Agricultural Lease Agreement, which will be considered for renewal later in the agenda. He cited how for year his family has cultivated this City owned acreage and has raised food source for almost 500 dairy cows. He requested that the City Council invests in their farmers and to continue to work with the farmers in the community.

**Ordinance #15-15**

***Motion made by Councilor Desrochers that the Franklin City Council approves Ordinance #15-15 concerning changes to Chapter 166-8 Code of Appeal by a roll call vote. Motion seconded by Councilor Starkweather.***

***Amendment made by Councilor Clarenbach under Membership of Board, where it states a minimum of three, change that to a minimum of four and under Alternate Members where it states the City Council may appoint two or more alternate members, strike or to have it state the City Council may appoint two alternate members. Amendment seconded by Councilor Boyd. All in favor, amendment passes.***

**Roll Call on Ordinance #15-15 as amended:**

Councilor Barton	Yes	Councilor Feener	Yes
Councilor Boyd	Yes	Councilor Giunta	Yes
Councilor Clarenbach	Yes	Councilor Starkweather	Yes
Councilor Desrochers	Yes	Councilor Wells	Yes
Councilor Dzujna	Yes		

**All in favor; Ordinance #15-15 passes.**

**\* Resolution #11-15**

***Motion made by Councilor Feener that the Franklin City Council approves Resolution #11-15 for the acceptance of new revenues from a Federal Emergency Management Agency grant, and the City's Municipal Transportation Fund, and to expend the new revenues, not to exceed \$383,375.00 for a project to replace the Haynes Brook Culvert on Central Street. Motion seconded by Councilor Desrochers.***

**Roll Call**

Councilor Barton	Yes	Councilor Feener	Yes
Councilor Boyd	Yes	Councilor Giunta	Yes
Councilor Clarenbach	Yes	Councilor Starkweather	Yes
Councilor Desrochers	Yes	Councilor Wells	Yes
Councilor Dzujna	Yes		

All in favor, Resolution #11-15 passes.

**Resolution #12-15**

*Motion made by Councilor Desrochers that the Franklin City Council adopts Resolution #12-15 by a roll call vote; motion seconded by Councilor Boyd.*

**Roll Call:**

Councilor Barton	Yes	Councilor Feener	Yes
Councilor Boyd	Yes	Councilor Giunta	Yes
Councilor Clarenbach	Yes	Councilor Starkweather	Yes
Councilor Desrochers	Yes	Councilor Wells	Yes
Councilor Dzujna	Yes		

All in favor, Resolution #12-15 passes.

**Disposition of Surplus City Equipment at White Farm Auction**

*Motion made by Councilor Feener that the Franklin City Council authorize the Municipal Services Director to see, for the best possible price, a 2004 Ford Crown Victoria; a 1999 Chevrolet Tahoe and a 2008 Crown Victoria, deemed as surplus equipment, using the State of New Hampshire, Department of Administrative Services White Farm Auction, to be held on May 16, 2015. Motion seconded by Councilor Desrochers. All in favor; motion passes.*





## CERTIFICATE OF COVERAGE

The New Hampshire Public Risk Management Exchange (Primex<sup>3</sup>) is organized under the New Hampshire Revised Statutes Annotated, Chapter 5-B, Pooled Risk Management Programs. In accordance with those statutes, its Trust Agreement and bylaws, Primex<sup>3</sup> is authorized to provide pooled risk management programs established for the benefit of political subdivisions in the State of New Hampshire.

Each member of Primex<sup>3</sup> is entitled to the categories of coverage set forth below. In addition, Primex<sup>3</sup> may extend the same coverage to non-members. However, any coverage extended to a non-member is subject to all of the terms, conditions, exclusions, amendments, rules, policies and procedures that are applicable to the members of Primex<sup>3</sup>, including but not limited to the final and binding resolution of all claims and coverage disputes before the Primex<sup>3</sup> Board of Trustees. The Additional Covered Party's per occurrence limit shall be deemed included in the Member's per occurrence limit, and therefore shall reduce the Member's limit of liability as set forth by the Coverage Documents and Declarations. The limit shown may have been reduced by claims paid on behalf of the member. General Liability coverage is limited to Coverage A (Personal Injury Liability) and Coverage B (Property Damage Liability) only. Coverage's C (Public Officials Errors and Omissions), D (Unfair Employment Practices), E (Employee Benefit Liability) and F (Educator's Legal Liability Claims-Made Coverage) are excluded from this provision of coverage.

The below named entity is a member in good standing of the New Hampshire Public Risk Management Exchange. The coverage provided may, however, be revised at any time by the actions of Primex<sup>3</sup>. As of the date this certificate is issued, the information set out below accurately reflects the categories of coverage established for the current coverage year.

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

<i>Participating Member:</i> Primex <sup>3</sup> Members as per attached Schedule of Members Workers Compensation Program		<i>Member Number:</i>	<i>Company Affording Coverage:</i> NH Public Risk Management Exchange - Primex <sup>3</sup> Bow Brook Place 46 Donovan Street Concord, NH 03301-2624	
Type of Coverage	Effective Date (mm/dd/yyyy)	Expiration Date (mm/dd/yyyy)	Limits - NH Statutory Limits May Apply	
<input type="checkbox"/> <b>General Liability (Occurrence Form)</b> <input type="checkbox"/> <b>Professional Liability (describe)</b> <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence			<input type="checkbox"/> Each Occurrence <input type="checkbox"/> General Aggregate <input type="checkbox"/> Fire Damage (Any one fire) <input type="checkbox"/> Med Exp (Any one person)	
<input type="checkbox"/> <b>Automobile Liability</b> Deductible    Comp and Coll: <input type="checkbox"/> Any auto			<input type="checkbox"/> Combined Single Limit (Each Accident) <input type="checkbox"/> Aggregate	
<input checked="" type="checkbox"/> <b>Workers' Compensation &amp; Employers' Liability</b>	7/1/2015	7/1/2016	<input checked="" type="checkbox"/> Statutory <input type="checkbox"/> Each Accident      \$2,000,000 <input type="checkbox"/> Disease -- Each Employee      \$2,000,000 <input type="checkbox"/> Disease -- Policy Limit	
<input type="checkbox"/> <b>Property (Special Risk includes Fire and Theft)</b>			<input type="checkbox"/> Blanket Limit, Replacement Cost (unless otherwise stated)	Deductible:
Description: Proof of Primex coverage only.				

<b>CERTIFICATE HOLDER:</b>	<b>Additional Covered Party</b>	<b>Loss Payee</b>	<b>Primex<sup>3</sup> – NH Public Risk Management Exchange</b>
			By: <i>Tammy Deaver</i>
NH Dept of Safety Hazen Dr Concord, NH 03301			Date: 6/26/2015    tdenver@nhprimex.org
			Please direct inquires to: <b>Primex<sup>3</sup> Risk Management Services</b> 603-225-2841 phone 603-228-0650 fax

<b>Member</b>	<b>Member #</b>
Albany School District	859
Alton School District	786
Amherst School District	701
Andover School District	702
Ashland School District	822
Auburn School District	902
Bartlett School District	903
Bath School District	768
Bedford School District	779
Benton School District	848
Berlin School District	904
Berlin Water Works	500
Bethlehem School District	856
Bow School District	703
Brentwood School District	704
Campton School District	705
Candia School District	906
Chatham School District	860
Chester School District	707
City of Berlin	120
City of Concord	145
City of Dover	156
*City of Franklin*	175
City of Rochester	280
City of Somersworth	293
Claremont School District	909
Cocheco Arts and Technology Academy	1203
Concord Regional Solid Waste/Resource Recovery Cooperative	400
Concord School District	710
Contoocook Valley School District	802
Conway School District	911
Cornish School District	912
CSI Charter School	1209
Derry Cooperative School District	711
Dover School District	900
Dresden School District	913
Dummer School District	914
Dunbarton School District	712
East Kingston School District	819
Eaton School District	915
Epping School District	713
Errol School District	917
Exeter Region Cooperative School District	839
Exeter School District	780
Farmington School District	958
Franklin School District	716
Fremont School District	717
Gilford School District	718
Gilmanton School District	719
Gorham Randolph Shelburne Cooperative School District	951
Grafton County	603
Grantham School District	851
Greenland School District	796
Hampstead School District	776
Hampton Falls School District	795
Hampton School District	842
Hanover School District	919
Harts Location School District	861
Haverhill Cooperative School District	723
Henniker School District	724
Hill School District	725