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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

June 8, 2016

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 (HSEM), requests authorization to enter into a grant agreement with the Town of Plymouth (VC#159942-B001) for a total amount of \$221,445.00 for implementation of projects identified through the evaluation of natural hazards. Effective upon Governor and Council approval through March 24, 2019. Funding source: 100% Federal Funds.

Funding is available in the SFY2016/2017 operating budget as follows:

02-23-23-236010-29200000	Dept. of Safety – HSEM – Hazard Mitigation Program-FEMA	
072-500574	Grants-Federal – Grants to local Gov't-Federal	\$221,445.00
Activity Code: 23DR4209HM		

Explanation

The Town of Plymouth proposes to continue improvements located at Bell Road to resolve ongoing erosion and washouts occurring from severe rainfall events. The proposed scope of work includes re-grading two (2) catch basins and approximately 100 feet of closed drainage, installing 234 linear feet of underdrain, and repairing or replacing headwalls. This work also includes raising various sections of Bell Road by approximately 6 inches. The Hazard Mitigation Grant Program (HMGP) provides funding to states and communities (sub-recipients) for cost effective hazard mitigation activities that complement a comprehensive mitigation program. Federal Emergency Management Agency (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; 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

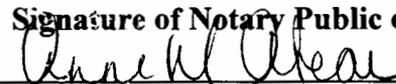
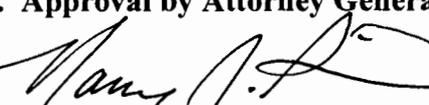
Respectfully submitted,

John J. Barthelmes
John J. Barthelmes
Commissioner of Safety

GRANT AGREEMENT

The State of New Hampshire and the Sub-Recipient hereby
Mutually agree as follows:
GENERAL PROVISIONS

1. Identification and Definitions.

1.1. State Agency Name NH Department of Safety, Homeland Security and Emergency Management		1.2. State Agency Address 33 Hazen Drive Concord, NH 03305	
1.3. Sub-recipient Name Town/City of (VC#) Town of Plymouth (VC# 159942-B001)		1.4. Sub-recipient Tel. #/Address 603-536-1731 6 Post Office Square, Plymouth, NH 03264	
1.5 Effective Date G&C Approval	1.6. Account Number 2920000	1.7. Completion Date March 24, 2019	1.8. Grant Limitation \$ 221,445.00
1.9. Grant Officer for State Agency Elizabeth R. Peck, Hazard Mitigation Officer		1.10. State Agency Telephone Number (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."			
1.11. Sub-Recipient Signature 1 		1.12. Name & Title of Sub-Recipient Signor 1 Michael Conklin, Selectman Chair	
Sub-Recipient Signature 2 		Name & Title of Sub-Recipient Signor 2 William Bolton, Select Board	
Sub-Recipient Signature 3 		Name & Title of Sub-Recipient Signor 3 Michael J. Ahearn, Selectboard member	
1.13. Acknowledgment: State of New Hampshire, County of Grafton, on 5/23/16, 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)  Commission expiration 9/20/16			
1.13.2. Name & Title of Notary Public or Justice of the Peace Anne M. Ahear, Notary Commission expiration 9/20/16			
1.14. State Agency Signature(s) By:  On: 6/18/16		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: 6/10/2016			
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 Sub-Recipient identified in block 1.3 (hereinafter referred to as "the Sub-Recipient"), 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 Sub-Recipient 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 Sub-Recipient the Grant Amount. The State shall withhold from the amount otherwise payable to the Sub-Recipient 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 Sub-Recipient for all expenses, of whatever nature, incurred by the Sub-Recipient in the performance hereof, and shall be the only, and the complete, compensation to the Sub-Recipient for the Project. The State shall have no liabilities to the Sub-Recipient 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 SUB-RECIPIENT WITH LAWS AND REGULATIONS. In connection with the performance of the Project, the Sub-Recipient 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 Sub-Recipient, 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 Sub-Recipient 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 Sub-Recipient's normal business hours, and as often as the State shall demand, the Sub-Recipient shall make available to the State all records pertaining to matters covered by this Agreement. The Sub-Recipient 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, "Sub-Recipient" includes all persons, natural or fictional, affiliated with, controlled by, or under common ownership with, the entity identified as the Sub-Recipient in block 1.3 of these provisions
8. PERSONNEL.
- 8.1. The Sub-Recipient shall, at its own expense, provide all personnel necessary to perform the Project. The Sub-Recipient 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 Sub-Recipient shall not hire, and it shall not permit any subcontractor, Sub-Recipient, 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,

- 9.2. computer programs, computer printouts, notes, letters, memoranda, paper, and documents, all whether finished or unfinished.
- 9.3. Between the Effective Date and the Completion Date the Sub-Recipient 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.
- 9.4. No data shall be subject to copyright in the United States or any other country by anyone other than the State.
- 9.5. 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.
- 9.6. 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 Sub-Recipient notice of such termination.
11. EVENT OF DEFAULT; REMEDIES.
- 11.1. Any one or more of the following acts or omissions of the Sub-Recipient 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 Sub-Recipient 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 Sub-Recipient notice of termination; and
- 11.2.2 Give the Sub-Recipient 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 Sub-Recipient during the period from the date of such notice until such time as the State determines that the Sub-Recipient has cured the Event of Default shall never be paid to the Sub-Recipient; and
- 11.2.3 Set off against any other obligation the State may owe to the Sub-Recipient 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 Sub-Recipient 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 Sub-Recipient 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 Sub-Recipient from any and all liability for damages sustained or incurred by the State as a result of the Sub-Recipient'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 Sub-Recipient hereunder, the Sub-Recipient, may terminate this Agreement without cause upon thirty (30) days written notice.
13. CONFLICT OF INTEREST. No officer, member of employee of the Sub-Recipient, 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

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- 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. SUB-RECIPIENT'S RELATION TO THE STATE. In the performance of this Agreement the Sub-Recipient, its employees, and any subcontractor or Sub-Recipient of the Sub-Recipient are in all respects independent contractors, and are neither agents nor employees of the State. Neither the Sub-Recipient nor any of its officers, employees, agents, members, subcontractors or Sub-Recipient s, 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 Sub-Recipient 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 sub granted by the Sub-Recipient other than as set forth in Exhibit A without the prior written consent of the State.
16. INDEMNIFICATION. The Sub-Recipient 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 Sub-Recipient or subcontractor, or Sub-Recipient or other agent of the Sub-Recipient . 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.
- 17.1 INSURANCE AND BOND.
The Sub-Recipient shall, at its own expense, obtain and maintain in force, or shall require any subcontractor, Sub-Recipient 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 Sub-Recipient.
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 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.

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Date: *5/23/16*

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 Town of Plymouth (hereinafter referred to as "the Subrecipient") \$221,445.00 within the Hazard Mitigation Grant Program.

"The Subrecipient" proposes to begin approximately 850' from the intersection of Bell Road and Route 3A and extend approximately 1 mile to the intersection of Reservoir Road, Old Hebron Road and Pike Road. The proposed scope of work is to; re-grade 2 catch basins and approximately 100' of closed drainage, install 234 linear feet (lf) of underdrain, repair and or replace headwalls. This work also includes; raising various sections of Bell road approximately 6".

"The Subrecipient" agrees that the period of performance ends March 24, 2019 and that a final performance and expenditure report will be sent to "the State" by April 23, 2019, 30 days after the period of performance ends.

2. **PROJECT REVIEW and CONDITIONS**

"The Subrecipient" 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 "Subrecipient" shall submit quarterly progress reports, drafts, and final updated local hazard mitigation plans for the three communities. 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" is responsible for the 25% cost share, which is \$73,815.00.

"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.) MM

2.) WYD

3.) MJA

Date: 5/23/16
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EXHIBIT B

GRANT AMOUNT AND METHOD OF PAYMENT

1. GRANT AMOUNT

	Applicant Share	Grant (Federal Funds)	Cost Totals
Project Cost	\$ 73,815.00	\$ 221,445.00	\$ 295,260.00
Column Totals	\$ 73,815.00	\$ 221,445.00	\$ 295,260.00
The Project Cost is 75% Federal Funds, 25% Applicant Share			
Awarding Agency: Federal Emergency Management Agency (FEMA)			
Award Title and number: FEMA-4209-DR-HMGP-12-R			
Catalog of Federal Domestic Assistance (CFDA) Number: 97.039 (HMGP)			
Applicant's Data Universal Numbering System (DUNS): 104050120			

2. FEE SCHEDULE

The Subrecipient agrees the total payment by "the State" under this grant agreement shall be up to, but will not exceed \$221,445.00.

"The State" shall reimburse up to \$221,445.00 to "the Subrecipient" upon "the State" receiving appropriate documentation of expended funds from "the Subrecipient".

Should "the Subrecipient" 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 Subrecipient" 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.

Subrecipient Initials: 1.) MM 2.) LM 3.) MJA Date: 5/23/16
Page 5 of 6

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 Subrecipient” 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 Subrecipient” must be expended within 30 days of receiving the advanced funds.
4. The “Subrecipient” agrees to have an audit conducted in compliance with 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 (\$750,000.00). 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 2 CFR. “The Subrecipient” will also ensure that all records concerning this grant will be kept on file for a minimum of three (3) years from the end of this audit period.

Subrecipient Initials: 1.) MM 2.) WMy 3.) MJA Date: 5/23/16
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**Town of Plymouth
Select Board Meeting Minutes
Plymouth Town Hall
Plymouth, NH 03264**

May 23, 2016

Members Present: Mr. Mike Conklin Chairperson, Mr. Bill Bolton, Mr. John Randlett, Mr. Mike Ahern and Mr. Neil McIver

Members Absent:

Others Present: Mr. Paul Freitas,

6:00 pm. Mr. Mike Conklin called the meeting to order and Mr. John Randlett led in the Pledge of Allegiance.

Approval of Minutes:

- Minutes of May 9, 2016 Work Session & Non-Public
 - Mr. Mike Ahern made a motion to approve the minutes; seconded by Mr. Bill Bolton. All in favor.
- Minutes of May 9, 2016 BOS
 - Mr. Ahern made a motion to approve the minutes; seconded by Mr. Bolton. All in favor.

Announcements:

The following announcements were made:

- The Select Board will meet on the following dates:
 - **Regular meetings** – 6:00PM: Monday, June 13th, and 27th, 2016.
 - Work review sessions prior to the regular meeting will start at 5:00PM

All of the above meetings will be held in the Town Hall, unless otherwise posted

- Weather observations for the month of April are available in the Town Hall.
- Citizens wishing to be listed on the Select Board's Agenda should notify the Town Hall before 12:00 PM the Friday before the scheduled meeting.
- Town offices will be closed on Monday, May 30, 2016 in observance of Memorial Day. The Plymouth Memorial Day parade will be held at 10:30 a.m. (line-up begins at 10:00 a.m. at the armory)
- During the week of June 6, 2016, Pike Industries will commence work, paving on Route 3 from Pearl St. to Plymouth/Campton Town Line.

Visitors:

- Brian Gallagher introduced himself. He is a State Representative from District 4 in Belknap County, representing the Towns of Sanbornton and Tilton. He stated that he has a fiscally conservative philosophy and will be running for the State Senate 2 Seat on the Republican Party on September 13, 2016. The floor was opened to comments and questions. He believes that the local community voice needs to be heard. At this time, he is opposed to Northern Pass, due to the strong opposition. He feels that it is important to follow the needs and desires of the communities being affected. Right now, he would not be able to support it. Concerning opioid drugs in the community, we need to prevent the flow or supply of drugs. There needs to be funding to stop the flow and help people beat the addiction.

6:15 PM PUBLIC HEARING:

The Plymouth Board of Selectmen will hold a public hearing in accordance with RSA 31:95-b for the acceptance of unanticipated funds from the State of NH Department of Safety, Homeland Security and Emergency Management in the amount of \$221,445.00 for repairs to a portion of Bell Road (Phase II). These funds represent 75% of the total project cost. The Town's portion of this project will be \$73,815.00. The total project cost is estimated to cost \$295,260.00.

- Mr. Randlett made a motion seconded by Mr. McIver that we accept unanticipated funds from NH Homeland Security and Emergency Management for repairs to a portion of Bell Rd., known as phase 2, with a total project cost estimated to be \$295,260.00 with 75% in the amount of \$221,445.00 to come from a grant from NH Department of Safety, Homeland Security and Emergency Management and 25% in the amount of \$73,815.00 to come from the Town of Plymouth. All in favor by poll vote.

Mr. Conklin closes the Public Hearing.

New Purchase Orders:

- **Joe Fagnant - Anderson Equipment \$8,858.19:** Repairs to broken planetary. Mr. McIver made a motion; seconded by Mr. Randlett to approve this purchase order. All in favor.
- **Joe Fagnant - Milton Cat \$4,500.00:** Month rental of excavator. Mr. Randlett made a motion; seconded by Mr. McIver to approve this purchase order. All in favor.



FEMA

May 11, 2016

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

Re: FEMA-4209-DR-NH
Hazard Mitigation Grant Program (HMGP) Project # 12-R
Bell Road Drainage Section 2, Plymouth, NH

Dear Director Plummer:

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

4209-12-R	Town of Plymouth, New Hampshire Bell Road Drainage Section 2	\$	221,445
	Total:	\$	221,445

The *grant* period of performance (POP) for FEMA-4209-DR-NH began on **March 25, 2015** and ends on **March 24, 2019**. POP extension requests must be received by FEMA at least 60 days prior to the grant POP termination date.

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 black ink, 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

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"): Property-Liability Trust, Inc. PO Box 2008, Concord, NH 03302-2008			
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)	7/1/2015	6/30/2016	Each Occurrence	\$5,000,000	
			General Aggregate	\$	
			Personal & Adv Injury	\$	
			Med Exp (any one person)	\$	
			Products -Comp/Op Agg	\$	
			Fire Damage (each fire)	\$	
<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 _____	7/1/2015	6/30/2016	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 checked="" type="checkbox"/> Property (All Risk including Theft) (Member Agreement Section I) Deductible: \$1,000	7/1/2015	6/30/2016		\$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>7/1/2015</u>	Please direct Inquiries to: Debra A. Lewis 603.226-1322 x3332

*Terms in quotes are defined in the Member Agreement.



Property Liability Coverage Members
FY16 (7/1/2015-6/30/2016)

Member Sort Name	Street Addr 1	Street Addr 2	City	State	Zip	Phone	Fax
Town of Loudon	PO Box 7837		Loudon	NH	03301-	603-798-4541	603-798-4546
Town of Lyme	65 Parker Hill Road		Lyman	NH	03585-	603-838-5900	603-838-6818
Town of Lyndeborough	PO Box 126		Lyme	NH	03763-	603-795-4639	603-795-4637
Town of Madbury	9 Citizens Hall Road		Lyndeborough	NH	03082-	603-654-5955 x221	603-654-5777
Town of Marlborough	13 Town Hall Road		Madbury	NH	03823-	603-742-5131 x100	603-742-2505
Town of Mason	PO Box 487	236 Main Street	Marborough	NH	03455-	603-876-3751	603-876-3313
Town of Middleton	16 Darling Hill Road		Mason	NH	03048-	603-878-2070	603-878-4892
Town of Milan	182 Kings Highway		Middleton	NH	03887-	603-473-5202	603-473-2577
Town of Mont Vernon	PO Box 300	20 Bridge Street	Milan	NH	03588-	603-449-2484	603-449-2142
Town of Nelson	PO Box 444	1 South Main Street	Mont Vernon	NH	03057-	603-673-6080	603-673-5995
Town of New Boston	7 Nelson Common Road		Nelson	NH	03457-	603-847-0047	603-847-3197
Town of New Castle	PO Box 250	7 Meetinghouse Hill Road	New Boston	NH	03070-	603-487-2500 x161	603-487-2975
Town of New Ipswich	PO Box 367	49 Main Street	New Castle	NH	03854-0367	603-431-6710 x12	603-433-6198
Town of New London	661 Turnpike Road		New Ipswich	NH	03071-	603-878-2772 x422	603-878-3855
Town of Newbury	375 Main Street		New London	NH	03257-	603-526-4821 x21	603-526-9494
Town of Newington	PO Box 296		Newbury	NH	03255-	603-763-4940 x204	603-763-5298
Town of Newton	205 Nimble Hill Road		Newington	NH	03801-	603-436-7640	603-436-7158
Town of Orange	PO Box 378	2 Town Hall Road	Newton	NH	03858-	603-382-4405 x14	603-382-9140
Town of Ossipee	PO Box 67		Canaan	NH	03741-	603-523-7344	
Town of Pelham	6 Village Green		Center Ossipee	NH	03814-	603-539-4181	603-539-4183
Town of Piermont	PO Box 67		Pelham	NH	03076-	603-508-3074	603-635-8274
Town of Pittsfield	1526 Main Street		Piermont	NH	03779-	603-272-9181	603-272-9182
Town of Plaistow	85 Main Street		Pittsburg	NH	03592-	603-538-6697	603-538-6706
Town of Rollinsford	145 Main Street		Pittsfield	NH	03263-	603-435-6773 x10	603-435-7922
Town of Salisbury	6 Post Office Square		Plaistow	NH	03865-	603-382-5200 x261	603-382-7183
Town of Sandown	130 Durand Road		Plymouth	NH	03264-	603-536-1731	603-536-0036
Town of Seabrook	PO Box 456		Randolph	NH	03593-	603-466-5771	603-466-9856
Town of Shelburne	74 Village Road		Richmond	NH	03470-	603-239-4232	603-239-9994
Town of South Hampton	3 Hilldale Avenue		Rollinsford	NH	03869-	603-742-2510 x313	603-740-0254
Town of Springfield	PO Box 22	9 Old Coach Road	Salisbury	NH	03268-	603-648-2473	603-648-6658
Town of Stark	1189 Stark Highway		Sandown	NH	03873-	603-887-3646	603-887-5163
Town of Stewartstown	PO Box 119		Seabrook	NH	03874-	603-474-3311	603-474-8007
Town of Strafford	PO Box 23	2750 Main Street	Shelburne	NH	03581-	603-466-2262	603-466-2171
Town of Sugar Hill	PO Box 366		South Hampton	NH	03827-	603-394-7696	603-394-2134
Town of Sullivan	PO Box 574		Springfield	NH	03284-	603-763-4805	603-763-3336
	PO Box 110		Stark	NH	03582-	603-636-2118	603-636-6199
		888 Washington Street	W Stewartstown	NH	03597-	603-246-3329	603-246-3329
		1956 US Rte 3	Ctr. Strafford	NH	03815-	603-664-2192 x101	603-664-7276
			N. Strafford	NH	03590-0366	603-922-5533	603-922-3317
			Sugar Hill	NH	03586-	603-823-8468	603-823-8446
			Sullivan	NH	03445-	603-847-3316	603-847-9154



CERTIFICATE OF COVERAGE

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

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

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

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

<i>Participating Member:</i> Town of Plymouth 6 Post Office Square Plymouth, NH 03264		<i>Member Number:</i>		<i>Company Affording Coverage:</i> NH Public Risk Management Exchange - Primex ³ 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, if Not:	
<input checked="" type="checkbox"/>	General Liability (Occurrence Form)	7/1/2016	7/1/2017	Each Occurrence	\$ 5,000,000
<input type="checkbox"/>	Professional Liability (describe) <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence			General Aggregate	\$ 5,000,000
				Fire Damage (Any one fire)	
				Med Exp (Any one person)	
<input type="checkbox"/>	Automobile Liability Deductible Comp and Coll: \$1,000 <input type="checkbox"/> Any auto			Combined Single Limit (Each Accident)	
				Aggregate	
<input checked="" type="checkbox"/>	Workers' Compensation & Employers' Liability	1/1/2016	1/1/2017	<input checked="" type="checkbox"/> Statutory	
				Each Accident	\$2,000,000
				Disease - Each Employee	\$2,000,000
				Disease - Policy Limit	
<input type="checkbox"/>	Property (Special Risk includes Fire and Theft)			Blanket Limit, Replacement Cost (unless otherwise stated)	
Description: Proof of Primex Member coverage only.					

CERTIFICATE HOLDER:	Additional Covered Party	Loss Payee	Primex³ - NH Public Risk Management Exchange
NH Homeland Security & Emergency Management NH Dept of Safety 33 Hazen Dr Concord, NH 03305			By: <i>Tammy Denver</i>
			Date: 6/21/2016 tdenver@nhprimex.org
			Please direct inquires to: Primex³ Claims/Coverage Services 603-225-2841 phone 603-228-3833 fax