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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

November 20, 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 Keene (VC# 177417-B002) for a total amount of \$301,235.00 for implementation of projects identified through the evaluation of natural hazards. Effective upon Governor and Council approval through June 16, 2018. Funding source: 100% Federal Funds.

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

02-23-23-236010-29210000	Dept. of Safety	HSEM	Hazard Mitigation Grant Program
072-500574	Grants-Federal – Grants to local Gov't – Federal		\$301,235.00
Activity Code: 23HMGP4105			

Explanation

The City of Keene will be acquiring a structure at 238 Church Street, demolishing the structure and returning the area back to green space to eliminate the extensive and chronic flooding due to the property being located in the floodplain. 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 soft-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,

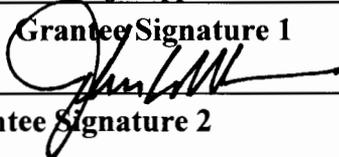
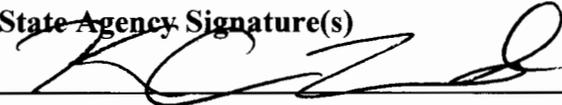
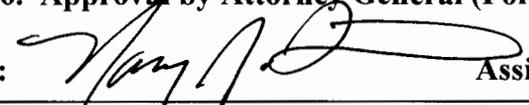
John J. Barthelmes
Commissioner of Safety

GRANT AGREEMENT

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

GENERAL PROVISIONS

1. Identification and Definitions.

1.1. State Agency Name NH Department of Safety, Homeland Security and Emergency Management		1.2. State Agency Address 33 Hazen Drive Concord, NH 03305	
1.3. Grantee Name The City of Keene (VC#177417-B002)		1.4. Grantee Address 3 Washington Street, Keene, NH 03431	
1.5. Effective Date G&C Approval	1.6. Completion Date June 16, 2018	1.7. Audit Date N/A	1.8. Grant Limitation \$301,235.00
1.9. Grant Officer for State Agency Elizabeth R. Peck		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. Grantee Signature 1 		1.12. Name & Title of Grantee Signor 1 John A. Mullen City Manager	
Grantee Signature 2		Name & Title of Grantee Signor 2	
Grantee Signature 3		Name & Title of Grantee Signor 3	
1.13. Acknowledgment: State of New Hampshire, County of <u>Cheshire</u> , on <u>8/24/15</u> , before the undersigned officer, personally appeared the person identified in block 1.12., known to me (or satisfactorily proven) to be the person whose name is signed in block 1.11., and acknowledged that 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 HEATHER R. FITZ-SIMON, Notary Public My Commission Expires March 26, 2019			
1.14. State Agency Signature(s) 		1.15. Name & Title of State Agency Signor(s) Elizabeth Bielecki, Director of Administration <u>Business Administrator</u> Add 11/15	
1.16. Approval by Attorney General (Form, Substance and Execution) By:  Assistant Attorney General, On: <u>11, 29 2015</u>			
1.17. Approval by Governor and Council 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

- 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 Keene (hereinafter referred to as "the Grantee") \$301,235.00 within the Hazard Mitigation Grant Program.

"The Grantee" proposes to purchase and demolish the severe repetitive loss property to prevent further property damage, repetitive flood insurance claims and to maintain the property as open space in perpetuity. The property will be transferred out of private ownership to City of Keene ownership and deed restrictions will be placed on the property title. Once acquired, the structure will be demolished and the city will maintain the property as green space in perpetuity.

"The Grantee" agrees that the period of performance ends June 16, 2018 and that a final performance and expenditure report will be sent to "the State" by July 15, 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 September 30, 2015. These reports shall continue until the project is closed out.

"The Grantee" is responsible for the 25% cost share, which is \$100,411.00.

"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.

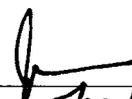

8/24/15

EXHIBIT B

GRANT AMOUNT AND METHOD OF PAYMENT

1. GRANT AMOUNT

	Applicant Share	Grant (Federal Funds)	Cost Totals
Project Cost	\$ 100,411.00	\$ 301,235.00	\$ 401,646.00
Column Totals	\$ 100,411.00	\$ 301,235.00	\$ 401,646.00
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 \$301,235.00.

“The State” shall reimburse up to \$301,235.00 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.

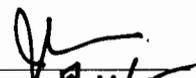
“The Grantee” based on expenditures, will need to request necessary funds for reimbursement. Additional reimbursement requests may be requested contingent upon documented expenditure of previous paid amounts.

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). 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.


8/04/15



FEMA

June 16, 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 # 3-R
Church Street Acquisition, City of Keene, NH

Dear Director Plummer:

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

4105-3-R	City of Keene, New Hampshire Church Street Acquisition	\$ 301,235
	Total:	\$ 301,235

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 **June 16, 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 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

08/06/2015

the Mayor's Committee, which we hereby authorize the Mayor to assemble, within six months of" The motion to amend passed with a unanimous vote in favor. The main motion passed with a unanimous vote in favor. The Mayor set a summit meeting for Wednesday, September 2, 2015 at 6:30 PM.

MSFI REPORT – BABBIDGE RESERVOIR DAM IMPROVEMENTS

Municipal Services, Facilities and Infrastructure Committee report read recommending the City Council that the City Manager be authorized to do all things necessary to move forward with Option A – Articulated Concrete Block for the Babbidge Reservoir Dam. A motion by Councilor Manwaring to carry out the intent of the report was duly seconded. The motion passed with a unanimous vote in favor.

FOP REPORT – TRUSTEES OF TRUST FUNDS & CEMETERY TRUSTEES

Finance, Organization and Personnel Committee report read indicating that the consensus of the Committee was to accept this verbal presentation as informational. The report was filed as informational.

FOP REPORT – ACCEPTANCE OF DONATIONS – PARKS, RECREATION & FACILITIES

Finance, Organization and Personnel Committee report read recommending the City Manager be authorized to do all things necessary to accept a donation of \$330.00 and that the money be used for the care and maintenance of Sumner Knight Chapel. The Committee further recommends the City Manager be authorized to do all things necessary to accept a donation(s) of \$295.00 collected by the Southeast Keene Neighborhood Group to purchase a swing set at Robin Hood Park. A motion by Councilor Greenwald to carry out the intent of the report was duly seconded. The motion passed with a unanimous vote in favor.



FOP REPORT – FEMA MITIGATION GRANT

Finance, Organization and Personnel Committee report read recommending the City Manager be authorized to do all things necessary to prepare for and accept the FEMA Mitigation Grant for property located at 238 Church Street, Keene. A motion by Councilor Greenwald to carry out the intent of the report was duly seconded. The motion passed with a unanimous vote in favor.

FOP REPORT – WATER MAIN CONNECTION – CITY MUNICIPAL COMPLEX

Finance, Organization and Personnel Committee report read recommending the City Manager be authorized to do all things necessary to negotiate and execute a contract with MME Construction LLC for the Water Main Connection Project from Marlboro Street through the City Municipal Complex for an amount not to exceed \$54,283. A motion by Councilor Greenwald to carry out the intent of the report was duly seconded. The motion passed with a unanimous vote in favor.

FOP REPORT – 2013 INFRASTRUCTURE PROJECT – SUMMER, WINTER, MIDDLE AND CENTER STREETS

08/06/2015

A regular meeting of the Keene City Council was held Thursday, August 6, 2015. The Honorable Mayor Kendall W. Lane called the meeting to order at 7:00 PM. Roll called: Carl B. Jacobs, Terry M. Clark, Sheryl A. Redfern, Kris E. Roberts, Janis O. Manwaring, Randy L. Filiault, Thomas F. Powers, David R. Meader, David C. Richards and Mitchell H. Greenwald were present. James P. Duffy, Robert J. O'Connor, Emily P. Hague, Bettina A. Chadbourne and Philip M. Jones were absent. Councilor Filiault led the Pledge of Allegiance. A motion by Councilor Greenwald to accept the minutes from the July 16, 2015 meeting was duly seconded. The motion passed with a unanimous vote in favor.

NOMINATION

The following nomination to City boards and commissions was received from the Mayor: Charles Daloz to serve as a regular member on the Agricultural Commission for a term to expire December 31, 2017. The confirmation will occur at the next regular meeting.

APPOINTMENT – SPECIAL COMMITTEE – CITY COUNCIL GOALS

The following appointment to the Special Committee for City Council Goals was received from the Mayor: Councilor Emily Hague serving as Chair, Thomas Powers, Terry Clark, Robert O'Connor and James Duffy as regular members. The Committee charge is to consider a process for developing biennial goals for the Keene City Council as the legislative policy-making body, which recognizes the Mayor-Manager-City Council form of government. A motion by Councilor Greenwald was duly seconded to accept the Mayor's appointments. The motion passed with a unanimous vote in favor.

COMMUNICATION – ALLISON RILEY – RESIGNATION FROM SPECIAL COMMITTEE– FALL FESTIVAL

A communication was received from Allison Riley, resigning from her position on the Special Committee for Fall Festival. A motion by Councilor Greenwald to accept the resignation with regret and appreciation for Ms. Riley's service was duly seconded. The motion passed with a unanimous vote in favor.

COMMUNICATION – DAN KADLE/CONFIG SYSTEMS CENTER FOR COMPUTER TRAINING – REQUEST FOR EXAMINATION OF ASSESSING DEPARTMENT AND BOARD OF ASSESSORS CONDUCT

A communication was received from Dan Kadle, of Config Systems Center for Computer Training, requesting for an examination of Assessing Department and Board of Assessors conduct. The communication was referred to the City Manager.

COMMUNICATION – JOHN MANNING/SOUTHWESTERN COMMUNITY SERVICES - REQUESTING THE ASSISTANCE OF THE PUBLIC WORKS DEPARTMENT IN PERFORMING THE NECESSARY SITE WORK TO INSTALL A FIRE LINE FOR A SPRINKLER SYSTEM

08/06/2015

A communication was received from John Manning, of Southwestern Community Services, requesting the assistance of the Public Works Department in performing the necessary site work to install a fire line for a sprinkler system. The request was referred to the Municipal Services, Facilities and Infrastructure Committee.

COMMUNICATION – COUNCILOR CLARK – PROPOSED TRANSFER OF FRANCHISE AGREEMENT TO CHARTER COMMUNICATIONS

A communication was received from Councilor Clark, requesting an answer to the question of whether or not the consent is required for the terms of the franchise agreement with Time Warner Cable to transfer to Charter Communications, or if the transfer gives us an opportunity to revisit the agreement. The communication was referred to the Planning, Licenses and Development Committee.

COMMUNICATION – COUNCILOR FILIAULT – SUGGESTED AMENDMENT TO THE NOISE ORDINANCE

A communication was received from Councilor Filiault, requesting an amendment to the noise ordinance, Ordinance O-2011-07. The request was referred to the Municipal Services, Facilities and Infrastructure Committee.

MSFI REPORT – JUVENILE CONFERENCE COMMITTEE - PRESENTATION

Municipal Services, Facilities and Infrastructure Committee report read indicating that the consensus of the Committee was to accept this verbal presentation as informational. The report was filed as informational.

MSFI REPORT – SCENIC ROAD DESIGNATION – NIMS ROAD

Municipal Services, Facilities and Infrastructure Committee report read recommending placing the Nims Road petition on more time to allow time to get the Conservation Commission's review to the MSFI Committee and to request a public hearing be set by the Mayor. A motion by Councilor Manwaring to carry out the intent of the report was duly seconded. The motion passed with a unanimous vote in favor. The Mayor set the Public Hearing for Thursday, September 3, 2015 at 7:00 PM in Council Chambers.

MSFI REPORT – CONCERNS OVER GROWING DRUG PROBLEM

Municipal Services, Facilities and Infrastructure Committee report read recommending the report from Chief Costa be accepted as informational; and recommending to the City Council that a report be given by the Mayor's Committee within six months of their inception on the status of community solutions around heroin. The Committee further recommending that a letter be drafted to our State delegation and Senator Kelly, urging them to do anything in their power as our elected representatives to push for more treatment. A motion by Councilor Manwaring to carry out the intent of the report was duly seconded. A motion to amend by Councilor Filiault to add the language in the second paragraph to state, "the City Council that a report be given by

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Finance, Organization and Personnel Committee report read recommending the City Manager be authorized to do all things necessary to negotiate and execute a change order with Underwood Engineers to increase their resident engineering services to full time and provide other technical services for an amount not to exceed \$16,000 for 2013 Infrastructure Project Summer, Winter, Middle, and Center Streets Reconstruction. A motion by Councilor Greenwald to carry out the intent of the report was duly seconded. The motion passed with a unanimous vote in favor.

FOP REPORT – 2014 INFRASTRUCTURE PROJECT – WASHINGTON STREET RECONSTRUCTION PHASE 2

Finance, Organization and Personnel Committee report read recommending the City Manager be authorized to do all things necessary to negotiate and execute a change order with Underwood Engineers to increase their resident engineering services to full time and provide other technical services for an amount not to exceed \$60,500 for the 2014 Infrastructure Project- Washington Street Reconstruction Phase 2. A motion by Councilor Greenwald to carry out the intent of the report was duly seconded. The motion passed with a unanimous vote in favor.

FOP REPORT – CUSTODIAL SERVICE CONTRACT

Finance, Organization and Personnel Committee report read recommending the City Manager be authorized to do all things necessary to execute a contract with Coll's Cleaning Service, LLC for custodial services for multiple City facilities. A motion by Councilor Greenwald to carry out the intent of the report was duly seconded. On a 9-1 vote, the motion passed in favor. Councilor Clark opposed.

FOP REPORT – REQUEST FOR PROPOSALS – CITY OWNED HANGAR/OFFICE

Finance, Organization and Personnel Committee report read recommending the City Manager be authorized to negotiate and execute a lease agreement with Monadnock Aviation for the City-owned hangar and Administration Building at Dillant Hopkins Airport. Councilor Clark voted in opposition. A motion by Councilor Greenwald to carry out the intent of the report was duly seconded. On a 9-1 vote, the motion passed in favor. Councilor Richards opposed.

FOP REPORT – APPOINTMENT OF AN INTERIM CITY MANAGER

Finance, Organization and Personnel Committee report was tabled until end of the meeting.

CALL FROM THE COMMITTEE – THE SPICE CHAMBERS – USE OF CITY PROPERTY – REQUEST FOR TEMPORARY SIGNAGE

A motion by Councilor Richards to call from the Committee the request from the Spice Chambers to place a sandwich board sign on City Property was duly seconded. Seeing no objections on the call from the Committee, the Mayor advised Councilor Richards to carry on. A motion by Councilor Richards to recommend that The Spice Chambers be granted permission to use City property at the intersection of Winter Street and Main Street for placement of a

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sandwich board sign with the size, specific location and means of anchoring the sign subject to review and approval by the Public Works Department. Said permission is granted subject to the customary licensing requirements of the City Council, and subject to any recommendations of City staff. This license shall expire November 1, 2015. This motion was duly seconded. On a show of hands vote, 10 Councilors were present and voted in favor. Councilor Duffy, O'Connor, Hague, Chadbourne and Jones were absent.

CITY MANAGER COMMENTS

The City Manager commented on the summer vacation schedule and for all to enjoy the next two weeks off.

MEMORANDUM – CITY CLERK – 2015 SIGNIFICANT LEGISLATIVE INITIATIVES

A memorandum was received from the City Clerk to accept the final report on the 2015 Significant Legislative Initiatives as informational. The communication was accepted as informational.

MEMORANDUM – CITY CLERK – OFFICES TO BE ELECTED IN 2015

A memorandum was received from the City Clerk regarding the Primary Election for nomination of candidates for: Mayor, Ward Councilor, Councilor-at-Large, Supervisor of the Checklist, Ward Clerk, and Selectman will be scheduled for October 6, 2015. The Municipal General Election will be November 3, 2015. The filing period for declarations of candidacy opens at 8:00 AM on Wednesday, August 19, 2015 and continues until 5:00 PM on Tuesday, September 8, 2015. The filing period by petition continues until 5:00 PM on Friday, September 11, 2015. The memorandum was accepted as informational.

REPORT – MAYOR – RECRUITMENT PROCESS – SPECIAL COMMITTEE – CITY MANAGER RECRUITMENT

A report was received from the Mayor recommending the City Council to authorize the Special Committee to utilize the services of Primex for administrative assistance in the recruitment, selection and transition for the City Manager position; the City Council approve the timeline for the recruitment of the City Manager; and the Mayor schedule a City Council Workshop on Tuesday, August 25th for the purpose of identifying an ideal candidate profile. A motion by Councilor Greenwald to accept the recommendations of the Special Committee as presented was duly seconded. The motion passed with a unanimous vote in favor. The Mayor scheduled City Council workshop on Tuesday, August 25, 2015 at 6:30 PM, location will be determined later.

MORE TIME

More time was granted by the Chair for the following item in Committee: Complete Streets Policy.

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The Mayor filed the Finance, Organization and Personnel Committee report Appointment of an Interim City Manager as informational.

MSFI REPORT AND RESOLUTION R-2015-33: RELATING TO AN APPROPRIATION FOR THE INSTALLATION EXPENSE FOR INSTALLATION OF A LIGHTED CROSSWALK SYSTEM ON WEST STREET

Municipal Services, Facilities and Infrastructure Committee report read recommending to the City Council that the City Manager be authorized to do all things necessary to work with the Main Street America Group for the installation and acceptance of a lighted crosswalk system on West Street, and for the City to share the expense in the amount of up to \$15,000 from the unallocated fund balance; along with Resolution R-2015-33: Relating to an Appropriation for the Installation Expense for Installation of a Lighted Crosswalk System on West Street. A motion by Councilor Manwaring to carry out the intent of the report was duly seconded. The motion passed with a unanimous vote in favor. Resolution R-2015-33 was read for the first time. The Resolution was referred to the Finance, Organization and Personnel Committee.

ADJOURNMENT FOR COLLECTIVE BARGAINING STRATEGY

At 8:08 PM, a motion by Councilor Greenwald to adjourn for collective bargaining strategy under RSA 91-A:2-I (a), was duly seconded. On a show of hands vote, 10 Councilors were present and voted in favor. Discussion was limited to the subject matter. The session concluded at 8:20 PM. On a show of hands vote, 10 Councilors were present and voted in favor. James P. Duffy, Robert J. O'Connor, Emily P. Hague, Bettina A. Chadbourne and Philip M. Jones were absent

COLLECTIVE BARGAINING AGREEMENT – KEENE POLICE DEPT. - SUPERVISORS

The Mayor recognized Councilor Greenwald. Councilor Greenwald motioned that the City Manager be authorized to do all things necessary to execute the negotiated contract with Keene Police Department Supervisors, ATF-NH, AFT Local #6305, and AFL-CIO to be effective July 1, 2015 through June 30, 2018.

NON-PUBLIC SESSION

At 8:25 PM, a motion by Councilor Greenwald to go into non-public session for the purposes of personnel under RSA 91-A:3 II(b), was duly seconded. On a roll call vote, 10 Councilors were present and voted in favor. Discussion was limited to the subject matter. The session concluded at 8:37 PM. A motion by Councilor Greenwald to keep the minutes in non-public session was duly seconded. James P. Duffy, Robert J. O'Connor, Emily P. Hague, Bettina A. Chadbourne and Philip M. Jones were absent

FOP REPORT – APPOINTMENT OF AN INTERIM CITY MANAGER

Finance, Organization and Personnel Committee report recommending that the Finance Committee be authorized to negotiate an agreement with the individual discussed in non-public

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session to assume the position of Acting City Manager effective upon taking the oath of office, but subject to review and approval by the City Council. A motion by Councilor Greenwald to carry out the intent of the report was duly seconded. The motion passed with a unanimous vote in favor.

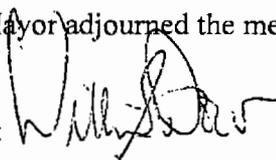
APPOINTMENT OF AN INTERIM CITY MANAGER

The Mayor recognized Councilor Greenwald. A motion by Councilor Greenwald was duly seconded that the City Council enter into an employment agreement with Medard Kopczynski to be Interim City Manager with compensation of \$126,000 annually and an additional two weeks paid vacation, whose term is to begin October 2, 2015 or when oath of office is taken to the time when a new City Manager takes oath of office. The motion passed with a unanimous vote in favor.

ADJOURNMENT

At 8:40 PM there being no further business, the Mayor adjourned the meeting.

A true record, attest:



Deputy City Clerk



CERTIFICATE OF COVERAGE

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

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

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

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

Participating Member: Primex ³ Members as per attached Schedule of Members Property & Liability Program		Member Number:	Company Affording Coverage: 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	
<input checked="" type="checkbox"/> General Liability (Occurrence Form) Professional Liability (describe) <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence	7/1/2015	7/1/2016	Each Occurrence	\$ 5,000,000
			General Aggregate	\$ 5,000,000
			Fire Damage (Any one fire)	\$
			Med Exp (Any one person)	\$
<input type="checkbox"/> Automobile Liability Deductible Comp and Coll: <input type="checkbox"/> Any auto			Combined Single Limit (Each Accident)	
<input type="checkbox"/> Workers' Compensation & Employers' Liability			Statutory	
			Each Accident	
			Disease - Each Employee	
			Disease - Policy Limit	
<input type="checkbox"/> Property (Special Risk includes Fire and Theft)			Blanket Limit, Replacement Cost (unless otherwise stated)	Deductible:
Description: Proof of Primex coverage only.				

CERTIFICATE HOLDER:	Additional Covered Party	Loss Payee	Primex ³ - NH Public Risk Management Exchange
			By: <i>Tammy Decker</i>
NH Dept of Safety Hazen Dr Concord, NH 03301			Date: 6/26/2015 tdenver@nhprimex.org
			Please direct inquires to: Primex³ Risk Management Services 603-225-2841 phone 603-228-0650 fax

Member	Member #
Alton School District	786
Amherst School District	701
Andover School District	702
Ashland School District	822
Auburn School District	902
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
Candia School District	906
Carroll County	600
Chester School District	707
City of Berlin	120
City of Concord	145
City of Dover	156
*City of Keene *	210
City of Laconia	213
City of Portsmouth	275
City of Rochester	280
City of Somersworth	293
Claremont School District	909
Cochecho Arts and Technology Academy	1203
Concord School District	710
Contoocook Valley School District	802
Coos County	602
Cornish School District	912
CSI Charter School	1209
Derry Cooperative School District	711
Dover School District	900
Dresden School District	913
East Kingston School District	819
Epping School District	713
Exeter Region Cooperative School District	839
Exeter School District	780
Franklin School District	716
Freedom School District	833
Fremont School District	717
Gilford School District	718
Gilmanton School District	719
Governor Wentworth Regional School District	721
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
Haverhill Cooperative School District	723
Henniker School District	724
Hill School District	725
Hillsborough County	608
Hooksett School District	921
Howe Library	579
Hudson School District	789
Inter-Lakes Cooperative School District	812
Jaffrey-Rindge Cooperative School District	923
John Stark Regional School District	765



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

Participating Member: Primex ³ Members as per attached Schedule of Members Workers Compensation Program		Member Number:		Company Affording Coverage: 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		
<input type="checkbox"/> General Liability (Occurrence Form) <input type="checkbox"/> Professional Liability (describe) <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence			Each Occurrence		
			General Aggregate		
			Fire Damage (Any one fire)		
			Med Exp (Any one person)		
<input type="checkbox"/> Automobile Liability Deductible Comp and Coll: <input type="checkbox"/> Any auto			Combined Single Limit (Each Accident)		
			Aggregate		
<input checked="" type="checkbox"/> Workers' Compensation & Employers' Liability	1/1/2015	1/1/2016	<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)		Deductible:
Description: Proof of Primex coverage only.					

CERTIFICATE HOLDER:	Additional Covered Party	Loss Payee	Primex³ – NH Public Risk Management Exchange
NH Dept of Safety Hazen Dr Concord, NH 03301			By: <i>Tammy Deane</i>
			Date: 1/2/2015 tdenver@nhprimex.org
			Please direct inquires to: Primex³ Risk Management Services 603-225-2841 phone 603-228-0650 fax

Member Name	Mbr #	Workers Compensation
Allenstown Sewer Commission	512	
Barrington School District	838	
Bay Sewage District	558	
BCEP Solid Waste	510	
Belknap County	607	
Berlin Housing Authority	527	
Bethlehem Village District	568	
Campton Village Precinct	565	
Campton-Thomton Fire Department	550	
Capital Area Fire Compact	546	
Carroll County	600	
Cheshire County	601	
City of Claremont	141	
City of Keene	210	
City of Laconia	213	
City of Portsmouth	275	
Claremont Housing Authority	528	
Clarksville School District	816	
Colebrook School District	709	
Columbia School District	818	
Concord Housing Authority	522	
Coos County	602	
Derry Housing and Redevelopment Authority	530	
Dover Housing Authority	551	
Emerald Lake Village	535	
Exeter Housing Authority	503	
Freedom School District	833	
Goffstown School District	720	
Goffstown Village Precinct	553	
Governor Wentworth Regional School District	721	
Greenville Estates Village District	556	
Gunstock Mountain Resort	543	
Hillsborough County	608	
Hopkinton Village Precinct	554	
Keene Housing	504	
Laconia Housing Authority	555	
Lakes Region Mutual Fire Aid	529	
Lamprey Regional Solid Waste	505	
Lebanon Housing Authority	523	
Littleton Water And Light	524	
Madison School District	926	
Manchester Housing Authority	520	
Manchester Transit Authority	506	
Merrimack County	604	
Merrimack Village District	561	
Milford Area Communications Center	545	
Mountain Lakes District	534	
Nashua Housing Authority	549	
New Boston School District	740	
New London/Springfield Water	539	
Newfields Water & Sewer	560	
NH Public Risk Management Exchange	573	
North Haverhill Precinct	508	
Oyster River Cooperative School District	769	
Pembroke Water Works	532	
Penacook Rescue Squad	531	
Penacook-Boscawen Water	548	
Pillsbury Lake District	540	
Pittsburg School District	823	
Plainfield Village Water District	571	
Plymouth Village Water & Sewer District	559	