

85 *John*



State of New Hampshire

DEPARTMENT OF SAFETY
JAMES H. HAYES BLDG. 33 HAZEN DR.
CONCORD, N.H. 03305
603/271-2791

KEVIN P. O'BRIEN
ASSISTANT COMMISSIONER

RICHARD C. BAILEY, JR.
ASSISTANT COMMISSIONER

JOHN J. BARTHELMES
COMMISSIONER OF SAFETY

April 26, 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 amend a grant agreement (PO #1047373) with the Town of Plymouth (VC# 159942-B001), increasing the grant limitation by \$30,562.00, from a total grant limitation of \$95,524.00 to \$126,086.00, for the purpose of completing the Bell Road Project. The grant was initially approved by the Governor and Council on December 16, 2015, Item #85. No other provisions will be changed. Effective upon Governor and Council approval through September 28, 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	\$30,562.00
Activity Code: 23DR4006HM		

Explanation

This request is due to an internal budget oversight with the Town of Plymouth during application development for the Bell Road project, which provided for improvements that will accommodate a 100 year storm event. HSEM requested cost over runs to the Federal Emergency Management Agency on January 22, 2016, and received approval on March 29, 2016. HSEM prepared the amended grant agreement and the Town of Plymouth accepted the amended grant per the town's protocol, returning the signed amendment to HSEM. At that time, HSEM completed the processing of the amendment.

The Hazard Mitigation Grant Program (HMGP) provides funding to states and communities (sub-grantees) for cost-effective hazard mitigation activities that complement a comprehensive mitigation program. FEMA provides HMGP funds to states that, in turn, provide sub-grants or contracts for a variety of mitigation activities, such as planning and the implementation of projects identified through the evaluation of natural hazards. The program cost share is 75% federal funds and 25% applicant soft-match.

In the event that Federal funds are no longer available, General funds and/or Highway funds will not be requested to support this program. The sub-grantee will provide and document the program match requirements.

Respectfully submitted,

John J. Barthelmes
John J. Barthelmes
Commissioner of Safety

Grant Agreement Amendment
Hazard Mitigation Grant Program CFDA # 97.039

Town of Plymouth (Sub-Grantee)

It is hereby agreed that the initial grant (PO# 1047373) approved by Governor and Executive Council on December 16, 2015, Item #85, between Town of Plymouth as "Sub-grantee" and the Department of Safety, Division of Homeland Security & Emergency Management as "State" for the implementation of a hazard mitigation project for Bell Road is amended as follows:

1. General Provisions, Section 1.8, Grant Limitation
Delete in its entirety and replace with: \$126,086.00

2. Exhibit A, Scope of Work
Paragraph 1
Delete item in its entirety and replace with:
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 Sub-Recipient") \$126,086.00 within the Hazard Mitigation Grant Program.

Exhibit A, Project Review and Conditions
Paragraph 3

Delete item in its entirety and replace with:
"The Sub-Recipient" is responsible for the 25% cost share, which is \$42,082.00.

Exhibit B, Grant Amount

Delete item in its entirety and replace with:

	Applicant Share	Grant (Federal Funds)	Cost Totals
Project Cost	\$ 42,082.00	\$ 126,086.00	\$ 168,115.00
Column Totals	\$ 42,082.00	\$ 126,086.00	\$ 168,115.00
The Project Cost is 75% Federal Funds, 25% Applicant Share			
Awarding Agency: Federal Emergency Management Agency (FEMA)			
Award Title and number: FEMA-4006-DR-HMGP-2-R			
Catalog of Federal Domestic Assistance (CFDA) Number: 97.039 (HMGP)			

Exhibit B, Fee Schedule

Paragraph 1 and 2

Delete item in its entirety and replace with:
The Sub-Recipient" agrees the total payment by "the State" under this grant agreement shall be up to, but will not exceed \$126,086.00.

Grantee Initials

Date

ENT
4/5/16

“The State” shall reimburse up to \$126,086.00 to “the Sub-Recipient” upon “the State” receiving appropriate documentation of expended funds from “the Sub-Recipient”.

All other provisions of the Grant Agreement, approved by the Governor and Executive Council on December 16, 2015, shall remain in full force and effect.

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

Town of Plymouth (Sub-grantee)

By (signature): *Paul Freitas*
Print Name: Paul Freitas
Title: Town Admin.

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

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

State of: New Hampshire County of: Grafton

As Notary Public/Justice of the Peace, REGISTERED IN THE STATE OF NEW HAMPSHIRE,

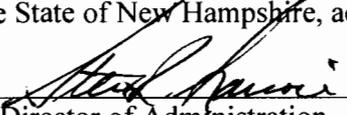
Upon this date: April 5, 2016, before me (print full name of notary/ Justice of the Peace) LISA VINCENT the undersigned officer, personally appeared PAUL FREITAS known to me (or satisfactory proven) to be the person(s) whose name is subscribed to the within instrument and acknowledged that he/she executed the same for the purposes therein contained.

In witness whereof I hereunto set my hand and official seal.

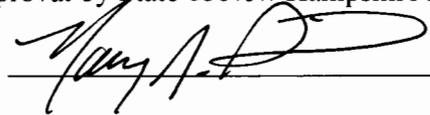
Lisa Vincent
Signature of Notary Public/Justice of the Peace
(Seal)
December 14, 2016
Commission Expiration

Grantee Initials *R/S*
Date 4/5/16

Approval by the State of New Hampshire, acting through its Department of Safety:

By (signature): 
Director of Administration

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

By: , Assistant Attorney General, on 5/25/2016.

Grantee Initials 
Date 4/5/16

TOWN OF PLYMOUTH
OFFICE OF THE SELECTBOARD
6 POST OFFICE SQUARE
PLYMOUTH, NH 03264
(603) 536-1731 FAX (603) 536-0036



CERTIFICATE OF AUTHORITY

RE: Bell Road Phase I & Phase II

This notice is intended to authorize Mr. Paul Freitas in his capacity as the Town of Plymouth's Town Administrator to sign on behalf of the Board of Selectmen as our authorized agent regarding any necessary documentation for the above referenced project, including amendments, requests for reimbursements and the like.

Town of Plymouth Board of Selectmen:

Mike Conklin

Bill Bolton

Neil McIver

John Randlett

Mike Ahern



**Town of Plymouth
Select Board Meeting Minutes
Plymouth Town Hall
Plymouth, NH 03264**

May 9, 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, Town Attorney, John Ratigan

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

Approval of Minutes:

- Minutes of April 25, 2016 Work Session & Non-Public
 - Mr. McIver made a motion to approve the minutes; seconded by Mr. Bill Bolton. All in favor.
- Minutes of April 25, 2016 BOS
 - Mr. Bolton made a motion to approve the minutes; seconded by Mr. Mike Ahern. All in favor.

Announcements:

The following announcements were made:

- The Select Board will meet on the following dates:
 - **Regular meetings** – 6:00PM: Monday, May 23rd, 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 March 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)

New Purchase Orders:

- **Joe Fagnant** – KV Partners, LLC: Bell Rd. Phase I Engineering Costs \$27,000.00. Mr. John Randlett made a motion; seconded by Mr. McIver to approve this purchase order. All in favor.

New/Other Business:

- Bell Rd. Phase I Amendment for Engineering Services - \$30,562.00 Grant update.
 - Mr. Randlett made a motion; seconded by Mr. McIver, that the Town of Plymouth agree to accept the additional funds in the amount of \$30,562.00 for cost overruns, and furthermore, the Town ratify the grant amendment signed by Paul Freitas on April 5, 2016. All in favor.

Audience members requested that the Selectmen make a motion to postpone the public hearing until the Old Hebron Rd. discussion was done. Mr. Conklin made a motion; seconded by Mr. Bolton to postpone the public hearing. All in favor

Visitors:

- **Horatio Melo** – Old Hebron Rd
 - Mr. Melo spoke to the Select Board regarding the conditions of Old Hebron Road. He stated that after 2 months of mud, the road was regraded and the ruts are now back again. He asked what the plan was in maintaining the road.
 - Mr. Freitas mentioned previous conversations with Mr. Melo where he informed him that the Town grader was broken and being repaired. Mr. Freitas further stated that Mr. Fagnant had rented a grader, which broke down within 24 hours of use. Mr. Melo's road (Old Hebron Rd.) was the first to be worked on. Mr. Freitas stated that the Town has done the best they can.
 - Old Hebron Rd. is classified as a historic and scenic road. Several residents expressed their pleasure with the way the Town is maintaining the road and had only good things to say. They don't want the road to be paved and want to keep it as it is.
 - Mr. Conklin will speak with the Highway Manager as a follow up to the discussion.

6:30 PM Public Hearing:

The purpose of this hearing is to provide the public with information on the proposed Northern Pass project and to offer an opportunity for Town of Plymouth residents to provide comments and to ask questions concerning the project.

Mr. Conklin opened the hearing with a prepared statement (attached) and opened the floor to public comment. A multitude of Plymouth residents, business owners, and neighbors from surrounding towns spoke regarding the Northern Pass project. Calling the plan disruptive, unethical, unnecessary, senseless and absurd, all registered opposition to the current Northern Pass plan which would route the line underground through Plymouth but which would entail the installation of above ground high power transmission lines up to 145 feet tall in certain locations in surrounding communities. Speakers also included Representative Suzanne Smith, Sandra Jones from Renewable Energy Initiative, Senator Jeanie Forrester, and Coos County Commissioner Rick Sampson, supporting opposition to this project as well.

Mr. Conklin closed the hearing.

A video recording of this hearing is available on the Town of Plymouth website.

Adjourn: 8:10 PM

Mr. Ahern made a motion; seconded by Mr. Randlett, to adjourn. All in favor.

Respectfully submitted,
Dawn Roach



FEMA

March 29, 2016

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

Re: FEMA-4006-DR-NH
Hazard Mitigation Grant Program (HMGP) Project # 2-R
Bell Road Drainage Improvements, Plymouth, NH

Dear Director Plummer:

Enclosed please find the obligation reports, for a cost overrun, for the following HMGP subgrant:

4006-2-R	Town of Plymouth, New Hampshire Bell Road Drainage Improvements	\$ 30,562
	Total:	\$ 30,562

The grant period of performance shall remain unchanged; it began on the date of the original obligation letter which was September 28, 2015 and ends three years from that 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)	\$
			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 Address	City	State	Zip	Phone	Fax
Town of Loudon	PO Box 7837	Loudon	NH	03301	603-798-4541	603-798-4546
Town of Lyman	65 Parker Hill Road	Lyman	NH	03585	603-838-5900	603-838-6818
Town of Lyme	PO Box 126	Lyme	NH	03768	603-795-4639	603-795-4637
Town of Lyndeborough	9 Citizens Hall Road	Lyndeborough	NH	03082	603-654-5955 x221	603-654-5777
Town of Madbury	13 Town Hall Road	Madbury	NH	03823	603-742-5131 x100	603-742-2505
Town of Marlborough	PO Box 487	Marlborough	NH	03455	603-876-3751	603-876-3313
Town of Mason	16 Darling Hill Road	Mason	NH	03048	603-878-2070	603-878-4892
Town of Middleton	182 Kings Highway	Middleton	NH	03887	603-473-5202	603-473-2577
Town of Milan	PO Box 300	Milan	NH	03588	603-449-2484	603-449-2142
Town of Mont Vernon	PO Box 444	Mont Vernon	NH	03057	603-673-6080	603-673-5995
Town of Nelson	7 Nelson Common Road	Nelson	NH	03457	603-847-0047	603-847-3197
Town of New Boston	PO Box 250	New Boston	NH	03070	603-487-2500 x161	603-487-2975
Town of New Castle	PO Box 367	New Castle	NH	03854	603-431-6710 x12	603-433-6198
Town of New Ipswich	661 Turnpike Road	New Ipswich	NH	03071	603-878-2772 x422	603-878-3855
Town of New London	375 Main Street	New London	NH	03257	603-526-4821 x21	603-526-9494
Town of Newbury	PO Box 296	Newbury	NH	03255	603-763-4940 x204	603-763-5298
Town of Newington	205 Nimble Hill Road	Newington	NH	03801	603-436-7640	603-436-7158
Town of Newton	PO Box 378	Newton	NH	03858	603-382-4405 x14	603-382-9140
Town of Orange	PO Box 37	Canaan	NH	03741	603-523-7344	
Town of Ossipee	PO Box 67	Center Ossipee	NH	03814	603-539-4181	603-539-4183
Town of Pelham	6 Village Green	Pelham	NH	03076	603-508-3074	603-635-8274
Town of Piermont	PO Box 67	Piermont	NH	03779	603-272-9181	603-272-9182
Town of Pittsburg	1526 Main Street	Pittsburg	NH	03592	603-538-6697	603-538-6706
Town of Pittsfield	85 Main Street	Pittsfield	NH	03263	603-435-6773 x10	603-435-7922
Town of Plaistow	145 Main Street	Plaistow	NH	03865	603-382-5200 x261	603-382-7183
Town of Plymouth	6 Post Office Square	Plymouth	NH	03264	603-536-1731	603-536-0036
Town of Randolph	130 Durand Road	Randolph	NH	03593	603-466-5771	603-466-9856
Town of Seabrook	105 Old Homestead Highway	Richmond	NH	03470	603-239-4232	603-239-9994
Town of Rollinsford	PO Box 309	Rollinsford	NH	03869	603-742-2510 x313	603-740-0254
Town of Salisbury	PO Box 214	Salisbury	NH	03268	603-648-2473	603-648-6658
Town of Sandown	PO Box 1756	Sandown	NH	03873	603-887-3646	603-887-5163
Town of Seabrook	PO Box 456	Seabrook	NH	03874	603-474-3311	603-474-8007
Town of Shelburne	74 Village Road	Shelburne	NH	03581	603-466-2262	603-466-5271
Town of South Hampton	3 Hilldale Avenue	South Hampton	NH	03827	603-394-7696	603-394-2134
Town of Springfield	PO Box 22	Springfield	NH	03284	603-763-4805	603-763-3336
Town of Stark	1189 Stark Highway	Stark	NH	03582	603-636-2118	603-636-6199
Town of Stewartstown	PO Box 119	W. Stewartstown	NH	03597	603-246-3329	603-246-3329
Town of Strafford	PO Box 23	Str. Strafford	NH	03815	603-664-2192 x101	603-664-7276
Town of Stratford	PO Box 266	N. Stratford	NH	03590	603-922-5533	603-922-3317
Town of Sugar Hill	PO Box 574	Sugar Hill	NH	03586	603-823-8468	603-823-8468
Town of Sullivan	PO Box 110	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> Primex ³ Members as per attached Schedule of Members Workers Compensation Program		<i>Member Number</i>	<i>Company Affording Coverage:</i> NH Public Risk Management Exchange - Primex 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	1/1/2016	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 coverage only.				

CERTIFICATE HOLDER:	Additional Covered Party	Loss Payee	Primex ³ – NH Public Risk Management Exchange
NH Dept of Safety Hazen Dr. Concord, NH 03301			By: <i>Tammy Deaver</i>
			Date: 12/31/2015 tdenver@nhprimex.org
			Please direct inquires to: Primex³ Risk Management Services 603-225-2841 phone 603-228-0650 fax

Town of Pittsburg	270
Town of Plainfield	272
Town of Plaistow	273
Town of Plymouth	274
Town of Raymond	277
Town of Rindge	279
Town of Roxbury	282
Town of Rumney	283
Town of Rye	284
Town of Salem	285
Town of Salisbury	286
Town of Sanbornton	287
Town of Sandown	288
Town of Sandwich	289
Town of Seabrook	290
Town of Shelburne	292
Town of South Hampton	294
Town of Strafford	299
Town of Stratford	300
Town of Stratham	301
Town of Sullivan	303
Town of Sunapee	304
Town of Surry	305
Town of Tamworth	308
Town of Temple	309
Town of Thornton	320
Town of Tuftonboro	313
Town of Unity	314
Town of Wakefield	315
Town of Warren	318
Town of Washington	319
Town of Waterville Valley	518
Town of Weare	321
Town of Webster	322
Town of Westmoreland	324
Town of Whitefield	325
Town of Wilmot	326
Town of Wilton	327
Town of Windham	329
Town of Windsor	323
Town of Wolfeboro	331
Town of Woodstock	332
Village District of Eidelweiss	502
Warner Village Water District	513
Woodsville Fire District	515
Woodsville Water & Light	516



State of New Hampshire

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

RG# 161463

JOHN J. BARTHELMES
COMMISSIONER

November 16, 2015

GC# 85
12-16-2015

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

Requested Action

Pursuant to RSA 21-P:43, the Department of Safety, Division of Homeland Security and Emergency Management requests authorization to enter into a grant agreement with the Town of Plymouth (VC# 159942-B001) for a total amount of \$95,524.00 for implementation of projects identified through the evaluation of natural hazards. Effective upon Governor and Council approval through September 28, 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		\$95,524.00
Activity Code: 23DR4006HM			

Explanation

The Town of Plymouth proposes to use these funds to make improvements that will accommodate a 100 year storm event. These improvements consist of replacing an existing 48" reinforced concrete pipe (RCP) with a 10' wide by 4' deep open bottom box culvert. This also includes adding a 24" high density polyethylene pipe (HDPE) next to the existing 24" HDPE pipe at the low point downhill from the culvert and raising the roadway approximately 2' for an estimated distance of 500' to provide some freeboard over the 24" pipes. The Hazard Mitigation Grant Program (HMGP) provides funding to states and communities (sub-applicants) for cost-effective hazard mitigation activities that complement a comprehensive mitigation program. FEMA provides HMGP funds to states that, in turn, provide sub-grants or contracts for a variety of mitigation activities, such as planning and the implementation of projects identified through the evaluation of natural hazards. The program cost share is 75% Federal funds and a 25% applicant match. The sub-applicants will provide and document the program match requirements.

The State of New Hampshire solicits applications statewide. Notification of the availability of HMGP funds is made to every community by e-mail and by letters sent to the chief elected official of each community. The State of New Hampshire submits all applications received for program funding to the Federal Emergency Management Agency for their final approval. Applications that are determined to be cost effective and program eligible are then funded by FEMA in full; 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

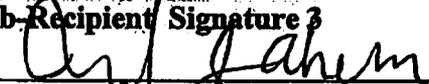
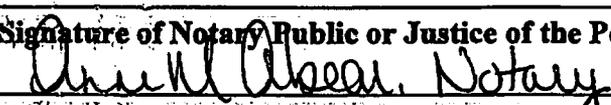
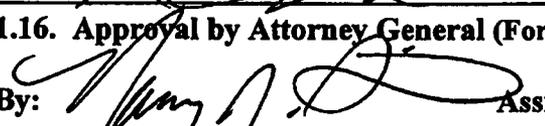
Respectfully submitted,


John J. Barthelmes
Commissioner of Safety

GRANT AGREEMENT

The State of New Hampshire and the 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 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 2921	1.7. Completion Date September 28, 2018	1.8. Grant Limitation \$ 95,524
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. Sub-Recipient Signature 1 		1.12. Name & Title of Sub-Recipient Signor 1 Michael Umbelino, Selectman	
Sub-Recipient Signature 2 		Name & Title of Sub-Recipient Signor 2 William R. Potter, Selectman	
Sub-Recipient Signature 3 		Name & Title of Sub-Recipient Signor 3 Michael J. Ahern, Selectman	
1.13. Acknowledgment: State of New Hampshire, County of Grafton, on 10/31/15, before the undersigned officer, personally appeared the person identified in block 1.12., known to me (or satisfactorily proven) to be the person whose name is signed in block 1.11., and acknowledged that he/she executed this document in the capacity indicated in block 1.12.			
1.13.1. Signature of Notary Public or Justice of the Peace (Seal)  Notary			
1.13.2. Name & Title of Notary Public or Justice of the Peace Anne M. Abear, Notary			
1.14. State Agency Signature(s) By:  On: 11/14/15		1.15. Name & Title of State Agency Signor(s) Elizabeth A. Dieleckt, Director of Administration ^{DOB-11-10-15}	
1.16. Approval by Attorney General (Form, Substance and Execution) (if G & C approval required) By:  Assistant Attorney General, On: 11/19/2015			
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").

- 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. **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 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 Town of Plymouth (hereinafter referred to as "the Sub-Recipient") \$95,524 within the Hazard Mitigation Grant Program.

"The Sub-Recipient" proposes to replace an existing 48" RCP with a 10' wide by 4' deep open bottom box culvert. This includes adding a 24" HDPE pipe next to the existing 24" HDPE pipe at the low point downhill from the culvert and raising the roadway approximately 2' for an estimated distance of 500' to provide some freeboard over the 24" pipes. These improvements will accommodate a 100 year storm event.

"The Sub-Recipient" agrees that the period of performance ends September 28, 2018 and that a final performance and expenditure report will be sent to "the State" by October 28 2018, 30 days after the period of performance ends.

2. **PROJECT REVIEW and CONDITIONS**

"The Sub-Recipient" 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 Sub-Recipient" shall submit quarterly progress reports starting with the quarter ending December 31, 2015. These reports shall continue until the project is closed out.

"The Sub-Recipient" is responsible for the 25% cost share, which is \$31,841.

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

EXHIBIT B

GRANT AMOUNT AND METHOD OF PAYMENT

1. GRANT AMOUNT

	Applicant Share	Grant (Federal Funds)	Cost Totals
Project Cost	\$ 31,841	\$ 95,524	\$ 127,365
Column Totals	\$ 31,841	\$ 95,524	\$ 127,365
The Project Cost is 75% Federal Funds, 25% Applicant Share			
Awarding Agency: Federal Emergency Management Agency (FEMA)			
Award Title and number: FEMA-4006-DR-HMGP-2-R			
Catalog of Federal Domestic Assistance (CFDA) Number: 97.039 (HMGP)			

2. FEE SCHEDULE

The Sub-Recipient" agrees the total payment by "the State" under this grant agreement shall be up to, but will not exceed \$95,524.

"The State" shall reimburse up to \$95,524 to "the Sub-Recipient" upon "the State" receiving appropriate documentation of expended funds from "the Sub-Recipient".

Should "the Sub-Recipient" 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 Sub-Recipient" 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 Sub-Recipient" 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 Sub-Recipient" must be expended within 30 days of receiving the advanced funds.
4. The "Sub-Recipient" 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 Sub-Recipient" 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 Sub-Recipient" has or will notify their auditor of the above requirements prior to performance of the audit. "The Sub-Recipient" 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 Sub-Recipient" will advise the auditor to cite specifically that the audit was done in accordance with OMB Circular A-133. "The Sub-Recipient" 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.