



# State of New Hampshire

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

JOHN J. BARTHELMES  
COMMISSIONER

August 1, 2016

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

## Requested Action

Pursuant to RSA 21-P:43, the Department of Safety, Division of Homeland Security and Emergency Management (HSEM) requests authorization to enter into a grant agreement with the Town of Gorham (VC#177396-B002) for a total amount of \$213,289.00 for implementation of projects identified through the evaluation of natural hazards. Effective upon Governor and Council approval through March 24, 2019. Funding source: 100% Federal Funds.

Funding is available in the SFY 2017 operating budget as follows:

02-23-23-236010-29200000	Dept. of Safety	HSEM	Hazard Mitigation Grant Program
072-500574	Grants-Federal – Grants to Local Gov't – Federal		\$213,289.00
Activity Code: 23DR4209HM			

## Explanation

The Town of Gorham proposes to install a partially buried culvert which will solve the Spring Road washout issue by creating a passage large enough to allow 100 year storm events to pass. The Spring Road culvert will be approximately twelve (12) to fourteen (14) feet wide within an approximate height of seven (7) feet with concrete wing walls. The roadway will be elevated to accommodate the size of the culvert of which will be determined during final design. The Hazard Mitigation Grant Program (HMGP) provides funding to states and communities (sub-recipients) for cost-effective hazard mitigation activities that complement a comprehensive mitigation program. Federal Emergency Management Agency (FEMA) provides HMGP funds to states that, in turn, provide sub-grants or contracts for a variety of mitigation activities, such as planning and the implementation of projects identified through the evaluation of natural hazards. The program cost share is 75% Federal funds and a 25% applicant match. The sub-applicants will provide and document the program match requirements.

The State of New Hampshire solicits applications statewide. Notification of the availability of HMGP funds is made to every community by e-mail and by letters sent to the chief elected official of each community. The State of New Hampshire submits all applications received for program funding to the Federal Emergency Management Agency for their final approval. Applications that are determined to be cost-effective and program eligible are then funded by FEMA for the full 75%; not every application submitted is determined to be program eligible. However, all applications that are determined to be eligible are funded at the requested dollar amount listed in their application, pending availability of adequate program funding.

There are no General Funds required with this request. In the event that HMGP funds become no longer available, General Funds and/or Highway Funds will not be requested to support this program

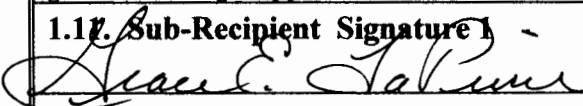
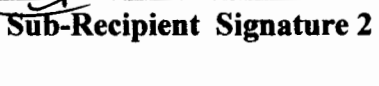
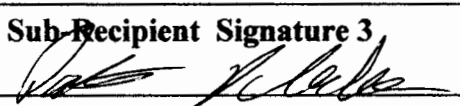


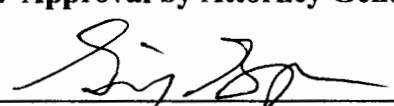
Respectfully submitted,

  
John J. Barthelmes  
Commissioner of Safety

# GRANT AGREEMENT

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

## 1. Identification and Definitions.

<b>1.1. State Agency Name</b> NH Department of Safety, Homeland Security and Emergency Management		<b>1.2. State Agency Address</b> 33 Hazen Drive Concord, NH 03305	
<b>1.3. Sub-recipient Name</b> Town of Gorham (VC# 177396-B002)		<b>1.4. Sub-recipient Tel. #/Address</b> 603-466-3322 20 Park Street, Gorham, NH 03581	
<b>1.5 Effective Date</b> G&C Approval	<b>1.6. Account Number</b> 2920000	<b>1.7. Completion Date</b> March 24, 2019	<b>1.8. Grant Limitation</b> \$ 213,289.00
<b>1.9. Grant Officer for State Agency</b> Elizabeth R. Peck, Hazard Mitigation Officer		<b>1.10. State Agency Telephone Number</b> (603) 223-3655	
"By signing this form we certify that we have complied with any public meeting requirement for acceptance of this grant, including if applicable RSA 31:95-b."			
<b>1.11. Sub-Recipient Signature 1</b> 		<b>1.12. Name &amp; Title of Sub-Recipient Signor 1</b> GRACE E. LAPIERRE, CHAIRMAN	
<b>Sub-Recipient Signature 2</b> 		<b>Name &amp; Title of Sub-Recipient Signor 2</b> TERRY OLIVER, SELECTMAN	
<b>Sub-Recipient Signature 3</b> 		<b>Name &amp; Title of Sub-Recipient Signor 3</b> PATRICK D. LEFEBVRE, SELECTMAN	
<b>1.13. Acknowledgment:</b> State of New Hampshire, County of COOS, on June 13 2016, before the undersigned officer, personally appeared the person identified in block 1.12., known to me (or satisfactorily proven) to be the person whose name is signed in block 1.11., and acknowledged that he/she executed this document in the capacity indicated in block 1.12.			
<b>1.13.1. Signature of Notary Public or Justice of the Peace</b> (Seal) 		<b>Robin L. Frost, Notary Public</b> My Commission Expires: April 18, 2017	
<b>1.13.2. Name &amp; Title of Notary Public or Justice of the Peace</b> ROBIN L FROST, NOTARY PUBLIC			
<b>1.14. State Agency Signature(s)</b> By:  On: 8/10/16		<b>1.15. Name &amp; Title of State Agency Signor(s)</b> Steven R. Lavoie, Director of Administration	
<b>1.16. Approval by Attorney General (Form, Substance and Execution) (if G &amp; C approval required)</b> By:  Assistant Attorney General, On: 8/10/16			
<b>1.17. Approval by Governor and Council (if applicable)</b> By: _____ On: / /			

**2. SCOPE OF WORK:** In exchange for grant funds provided by the State of New Hampshire, acting through the Agency identified in block 1.1 (hereinafter referred to as "the State"), pursuant to RSA 21-P:36, the 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").

Sub-Recipient Initials 

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Date  6/13/16

3. AREA COVERED. Except as otherwise specifically provided for herein, the Sub-Recipient shall perform the Project in, and with respect to, the State of New Hampshire.
4. EFFECTIVE DATE: COMPLETION OF PROJECT.
- 4.1. This Agreement, and all obligations of the parties hereunder, shall become effective on the date of approval of this Agreement by the Governor and Council of the State of New Hampshire if required (block 1.17), or upon signature by the State Agency as shown in block 1.14 ("the effective date").
- 4.2. Except as otherwise specifically provided herein, the Project, including all reports required by this Agreement, shall be completed in its entirety prior to the date in block 1.7 (hereinafter referred to as "the Completion Date").
5. GRANT AMOUNT: LIMITATION ON AMOUNT: VOUCHERS: PAYMENT.
- 5.1. The Grant Amount is identified and more particularly described in EXHIBIT B, attached hereto.
- 5.2. The manner of, and schedule of payment shall be as set forth in EXHIBIT B.
- 5.3. In accordance with the provisions set forth in EXHIBIT B, and in consideration of the satisfactory performance of the Project, as determined by the State, and as limited by subparagraph 5.5 of these general provisions, the State shall pay the Sub-Recipient the Grant Amount. The State shall withhold from the amount otherwise payable to the Sub-Recipient under this subparagraph 5.3 those sums required, or permitted, to be withheld pursuant to N.H. RSA 80:7 through 7-c.
- 5.4. The payment by the State of the Grant amount shall be the only, and the complete payment to the Sub-Recipient for all expenses, of whatever nature, incurred by the Sub-Recipient in the performance hereof, and shall be the only, and the complete, compensation to the Sub-Recipient for the Project. The State shall have no liabilities to the Sub-Recipient other than the Grant Amount.
- 5.5. Notwithstanding anything in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made, hereunder exceed the Grant limitation set forth in block 1.8 of these general provisions.
6. COMPLIANCE BY SUB-RECIPIENT WITH LAWS AND REGULATIONS. In connection with the performance of the Project, the Sub-Recipient shall comply with all statutes, laws regulations, and orders of federal, state, county, or municipal authorities which shall impose any obligations or duty upon the Sub-Recipient, including the acquisition of any and all necessary permits.
7. RECORDS and ACCOUNTS.
- 7.1. Between the Effective Date and the date three (3) years after the Completion Date the Sub-Recipient shall keep detailed accounts of all expenses incurred in connection with the Project, including, but not limited to, costs of administration, transportation, insurance, telephone calls, and clerical materials and services. Such accounts shall be supported by receipts, invoices, bills and other similar documents.
- 7.2. Between the Effective Date and the date three (3) years after the Completion Date, at any time during the Sub-Recipient's normal business hours, and as often as the State shall demand, the Sub-Recipient shall make available to the State all records pertaining to matters covered by this Agreement. The Sub-Recipient shall permit the State to audit, examine, and reproduce such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, data (as that term is hereinafter defined), and other information relating to all matters covered by this Agreement. As used in this paragraph, "Sub-Recipient" includes all persons, natural or fictional, affiliated with, controlled by, or under common ownership with, the entity identified as the Sub-Recipient in block 1.3 of these provisions
8. PERSONNEL.
- 8.1. The Sub-Recipient shall, at its own expense, provide all personnel necessary to perform the Project. The Sub-Recipient warrants that all personnel engaged in the Project shall be qualified to perform such Project, and shall be properly licensed and authorized to perform such Project under all applicable laws.
- 8.2. The Sub-Recipient shall not hire, and it shall not permit any subcontractor, Sub-Recipient, or other person, firm or corporation with whom it is engaged in a combined effort to perform the Project, to hire any person who has a contractual relationship with the State, or who is a State officer or employee, elected or appointed.
- 8.3. The Grant Officer shall be the representative of the State hereunder. In the event of any dispute hereunder, the interpretation of this Agreement by the Grant Officer, and his/her decision on any dispute, shall be final.
9. DATA: RETENTION OF DATA: ACCESS.
- 9.1. As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, 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 Sub-Recipient shall grant to the State, or any person designated by it, unrestricted access to all data for examination, duplication, publication, translation, sale, disposal, or for any other purpose whatsoever.
- 9.3. 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 Sub-Recipient notice of such termination.
11. EVENT OF DEFAULT: REMEDIES.
- 11.1. Any one or more of the following acts or omissions of the Sub-Recipient shall constitute an event of default hereunder (hereinafter referred to as "Events of Default"):
- 11.1.1 Failure to perform the Project satisfactorily or on schedule; or
- 11.1.2 Failure to submit any report required hereunder; or
- 11.1.3 Failure to maintain, or permit access to, the records required hereunder; or
- 11.1.4 Failure to perform any of the other covenants and conditions of this Agreement.
- 11.2. Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:
- 11.2.1 Give the Sub-Recipient a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Sub-Recipient notice of termination; and
- 11.2.2 Give the Sub-Recipient a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the Grant Amount which would otherwise accrue to the Sub-Recipient during the period from the date of such notice until such time as the State determines that the Sub-Recipient has cured the Event of Default shall never be paid to the Sub-Recipient; and
- 11.2.3 Set off against any other obligation the State may owe to the Sub-Recipient any damages the State suffers by reason of any Event of Default; and
- 11.2.4 Treat the agreement as breached and pursue any of its remedies at law or in equity, or both.
12. TERMINATION.
- 12.1. In the event of any early termination of this Agreement for any reason other than the completion of the Project, the Sub-Recipient shall deliver to the Grant Officer, not later than fifteen (15) days after the date of termination, a report (hereinafter referred to as the "Termination Report") describing in detail all Project Work performed, and the Grant Amount earned, to and including the date of termination.
- 12.2. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall entitle the Sub-Recipient to receive that portion of the Grant amount earned to and including the date of termination.
- 12.3. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall in no event relieve the Sub-Recipient from any and all liability for damages sustained or incurred by the State as a result of the Sub-Recipient's breach of its obligations hereunder.
- 12.4. Notwithstanding anything in this Agreement to the contrary, either the State or, except where notice default has been given to the Sub-Recipient hereunder, the Sub-Recipient, may terminate this Agreement without cause upon thirty (30) days written notice.
13. CONFLICT OF INTEREST. No officer, member of employee of the Sub-Recipient, and no representative, officer or employee of the State of New Hampshire or of the governing body of the locality or localities in which the Project is to be performed, who exercises any functions or responsibilities in the review or

- 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.
- 17.1 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:
- 17.1.2 Statutory workmen's compensation and employees liability insurance for all employees engaged in the performance of the Project, and Comprehensive public liability insurance against all claims of bodily injuries, death or property damage, in amounts not less than \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury or death any one incident, and \$500,000 for property damage in any one incident; and
- 17.2. The policies described in subparagraph 17.1 of this paragraph shall be the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State, and authorized to do business in the State of New Hampshire. Each policy shall contain a clause prohibiting cancellation or modification of the policy earlier than ten (10) days after written notice thereof has been received by the State.
18. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event, or any subsequent Event. No express waiver of any Event of Default shall be deemed a waiver of any provisions hereof. No such failure of waiver shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other default on the part of the Sub-Recipient.
19. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses first above given.
20. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Council of the State of New Hampshire, if required, or by the signing State Agency.
21. CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be construed in accordance with the law of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assignees. The captions and contents of the "subject" blank are used only as a matter of convenience, and are not to be considered a part of this Agreement or to be used in determining the intend of the parties hereto.
22. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.
23. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings relating hereto.
24. SPECIAL PROVISIONS. The additional provisions set forth in Exhibit C hereto are incorporated as part of this agreement.

## 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 Gorham (hereinafter referred to as "the Subrecipient") \$213,289.00 within the Hazard Mitigation Grant Program.

"The Subrecipient" proposes to install a partially buried culvert approximately 12-14 feet wide within an approximate height of 7 feet with concrete wing walls. The roadway will be elevated to accommodate the size of the culvert of which will be determined during final design.

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

### 2. **PROJECT REVIEW and CONDITIONS**

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

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

"The Subrecipient" is responsible for the 25% cost share, which is \$71,096.00.

"The Subrecipient" shall maintain financial records, supporting documents, and all other pertinent records for a period of three (3) years from the grant period end date. In these records, "the Subrecipient" shall maintain documentation of the 25% cost share required by this grant.

Subrecipient Initials: 1.) gal 2.) TO 3.) ML Date: 6/3/16  
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## EXHIBIT B

### GRANT AMOUNT AND METHOD OF PAYMENT

#### 1. GRANT AMOUNT

	Applicant Share	Grant (Federal Funds)	Cost Totals
Project Cost	\$ 71,096.00	\$ 213,289.00	\$ 284,385.00
Column Totals	\$ 71,096.00	\$ 213,289.00	\$ 284,385.00
The Project Cost is 75% Federal Funds, 25% Applicant Share			
Awarding Agency: Federal Emergency Management Agency (FEMA)			
Award Title and number: FEMA-4209-DR-NH-13-R			
Catalog of Federal Domestic Assistance (CFDA) Number: 97.039 (HMGP)			
Applicant's Data Universal Numbering System (DUNS): 837888437			

#### 2. FEE SCHEDULE

The Subrecipient" agrees the total payment by "the State" under this grant agreement shall be up to, but will not exceed \$213,289.00.

"The State" shall reimburse up to \$213,289.00 to "the Subrecipient" upon "the State" receiving appropriate documentation of expended funds from "the Subrecipient".

Should "the Subrecipient" need to make a request for an advancement of funds, upon approval of the grant agreement by the Governor and Council, this request must be submitted in writing to the State Hazard Mitigation Officer. The request must be made using the request for funds form. Request for funds should be made at least 4 – 6 weeks prior to the identified need, and shall be expended within thirty (30) days of receipt.

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

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

Subrecipient Initials: 1.) gal 2.) TO 3.) PR Date: 6-13-16  
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## EXHIBIT C

### SPECIAL PROVISIONS

1. This grant agreement may be terminated upon thirty (30) days written notice by either party.
2. Any funds advanced to "the Subrecipient" must be returned to Homeland Security and Emergency Management if the grant agreement is terminated for any reason other than completion of the project.
3. Any funds advanced to "the Subrecipient" must be expended within 30 days of receiving the advanced funds.
4. The "Subrecipient" agrees to have an audit conducted in compliance with 2 CFR 200, if applicable. If a compliance audit is not required, at the end of each audit period "the Subrecipient" will certify in writing that they have not expended the amount of federal funds that would require a compliance audit (\$750,000.00). If required, they will forward for review and clearance a copy of the completed audit(s) to "the State".

Additionally, "the Subrecipient" has or will notify their auditor of the above requirements prior to performance of the audit. "The Subrecipient" will also ensure that, if required, the entire grant period will be covered by a compliance audit, which in some cases will mean more than one audit must be submitted. "The Subrecipient" will advise the auditor to cite specifically that the audit was done in accordance with 2 CFR. "The Subrecipient" will also ensure that all records concerning this grant will be kept on file for a minimum of three (3) years from the end of this audit period.

Subrecipient Initials: 1.) gal 2.) TC 3.) M Date: 6-13-16  
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**MINUTES OF SELECTMEN'S MEETING  
TOWN OF GORHAM  
MONDAY, JUNE 13, 2016 6:00 PM  
TOWN HALL CONFERENCE ROOM**

Gorham Selectmen present: Grace LaPierre, Terry Oliver, Patrick Lefebvre

Also present: Robin Frost, Town Manager; Kirstan Knowlton, *Berlin Daily Sun*; Chad Miller, EMS Director; Chief PJ Cyr; Jeff Stewart, Recreation Director, Diane Bouthot, Arthur Perry, Adam White, Howie Wemyss, Sue Wemyss, Roger LaJoie; Lorraine LaJoie; Eric Cornish; Liz Jackson; Diane Holmes; Abby Evankow; and others.

**The Board met at 5:30 to present the Boston Post Cane to the oldest citizen of Gorham, Ed Reichert, at his home in front of family and friends. No decisions were made at this event.**

**1. Call to Order:** The meeting was called to order by Chairman LaPierre at 6:00 pm.

**2. Appointments:**

**a) Sharon Glover – Intersection of Glen Road and Route 2** – Ms. Glover did not attend the meeting.

**b) Gary Davis – OHRV Access - Mechanic Street** – Mr. Davis brought a petition to the Board to not allow any camping at the High School and no parking for ATVer's vehicles on Mechanic Street. He feels this should just be a residential area. Chairman LaPierre stated that the Board of Selectmen has no jurisdiction over the school parking lot. Randy Messineo stated that he has spoken with Superintendent Paul Bousquet and he was unaware that there was camping in that parking lot last year. The noise is terrible. Mr. Messineo feels that they should not be allowed in that parking lot or on Mechanic Street. The town should find a less residential neighborhood to park the ATV's. Mr. Messineo asked that a sign be posted at the end of Mechanic Street so people know there is no parking. It was also suggested that there should be a dead end street sign on Mechanic Street. Joel Fortier stated that this whole ATV issue was created with a lack of planning and discussion. Chief Cyr stated that when people see violations, they need to be reported. It is still tough to enforce the regulations because the ATV can be off on the trail by the time law enforcement gets there. Mr. Fortier stated that he is not against the ATV's, but he thinks we are not controlling it well. Diane Holmes said that she thinks we can and should backtrack a bit. Allowing ATV's on the roads was done without much input, even though a public hearing was held. It is time to put a hold on this issue. The Board should not consider opening the municipal parking lots for camping and overnight parking. Selectman Lefebvre stated that people should definitely call when they see violations, even though they don't want to bog down the police department with the ATV calls. Abby Evankow said that we are inviting a group to town that causes us to spend more money and resources on the problem. Won't that increase the tax rate? Mr. Messineo asked if there was a way to funnel ATV traffic into one route so as not to have them all through the neighborhoods. Al Bergeron lives adjacent to the parking area on Route 2. He has a new neighbor who is using the rail trail and when he asked them about it, they told him that a deputy sheriff told them they could use the trail. They hear



these machines all day long and even up until 10:00 pm. Mr. Fortier feels that he is not getting anywhere with the State. The dirt bikes are way too noisy and the State regulations are too loose on this. Keith Roberge stated that the group of law enforcement personnel who are meeting on June 16<sup>th</sup> are also concerned about the noise of the dirt bikes. Howie Wemyss asked what the mechanism is there for the residents to have their roads closed to ATV access. TM Frost stated that a petition to the Board of Selectmen to close certain roads would generate a public hearing, if the Board so chooses. Adam White said that a study that would say what kind of economic impact this would have would be interesting. He said when he first came to town, the motels were ready to shut down. Now they are always busy. A study should be done street by street to help manage this better.

There were several other comments about the use of OHRV's on Town roads and Main Street, as well as Lancaster Road. Most people in attendance were concerned that this use has grown very fast and the Selectmen need to take a step back and re-evaluate how they want the Town to look, feel and be perceived.

**c) Eric Cornish – OHRV Access Jimtown Road for ATV Festival** – Mr. Cornish is looking for the Board to open up Jimtown Road to the residents of that road so they can get to Berry Farm Road and access the trails through Moose Brook State Park for the ATV Festival. TM Frost called the park and has since received an email from them acknowledging their willingness to allow the residents of Jimtown to access the trails through the park for the ATV Festival only. There is a concern that the State portion of Jimtown Road may not still be open at that time. It was decided that Mr. Cornish should petition the Board to open the Town's portion of Jimtown Road to OHRV travel and to ask the State to keep their portion open for that time frame as well. The Board will hold a public hearing on July 11<sup>th</sup> to receive input on this matter.

### **3. New Business:**

**a) Spring Road Culvert Upgrade Grant – Agreement Execution** – The documents for the Spring Road Culvert Upgrade HMPG Grant were presented to the Board for signature. **On a motion by Chairman LaPierre, seconded by Selectman Oliver, the Board unanimously approved the HMPG Grant in the amount of \$213,289.** The Town would be responsible for \$71,096 in addition to the grant amount, which will come from a capital reserve fund, as well as in-kind services. The documents were signed and initialed by the Board and will be returned to the State for processing. TM Frost told the Board that Josh McAllister of HEB Engineers is working on a proposal for the engineering piece of the project.

**b) Request for Return of Building Permit Cost – Whitehouse** – Chairman LaPierre stated that she spoke with Mrs. Whitehouse and she is willing to have the assessors come out to the property and measure the garage that they built. This will clear up any question of the dimensions. **On a motion by Selectman Lefebvre, seconded by Chairman LaPierre, the Board unanimously approved returning the portion of the building permit fee that represents the difference in dimension from the application and what was actually built.**

**c) 1<sup>st</sup> Issue Tax Warrant -** **On a motion by Chairman LaPierre, seconded by Selectman Oliver, the Board unanimously approved and signed the 1<sup>st</sup> Issue Tax Warrant in the**



U.S. Department of Homeland Security  
FEMA Region I  
99 High Street  
Boston, MA 02110-2132

# FEMA

June 2, 2016

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

Re: FEMA-4209-DR-NH  
Hazard Mitigation Grant Program (HMGP) Project # 13-R  
Spring Road Culvert, Gorham, NH

Dear Director Plummer:

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

4209-13-R	Town of Gorham, New Hampshire Spring Road Culvert	\$ 213,289
<b>Total:</b>		<b>\$ 213,289</b>

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

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

Sincerely,

Dean J. Savramis  
Director, Mitigation Division  
FEMA Region I

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

Enclosures



## CERTIFICATE OF COVERAGE

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

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

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

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

<b>Participating Member:</b> Primex <sup>3</sup> Members as per attached Schedule of Members Property & Liability Program		<b>Member Number:</b>		<b>Company Affording Coverage:</b> NH Public Risk Management Exchange - Primex <sup>3</sup> Bow Brook Place 46 Donovan Street Concord, NH 03301-2624	
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X	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)	7/1/2016	7/1/2017	Each Occurrence	\$ 5,000,000
<input type="checkbox"/>	Professional Liability (describe) <div style="display: flex; justify-content: space-around; margin-top: 5px;"> <input type="checkbox"/> Claims Made           <input type="checkbox"/> Occurrence         </div>			General Aggregate	\$ 5,000,000
				Fire Damage (Any one fire)	
				Med Exp (Any one person)	
<input type="checkbox"/>	Automobile Liability Deductible    Comp and Coll: <div style="margin-top: 5px;"><input type="checkbox"/> Any auto</div>			Combined Single Limit (Each Accident)	
				Aggregate	
<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)	

**Description:** Proof of Primex coverage only.

<b>CERTIFICATE HOLDER:</b>	<b>Additional Covered Party</b>	<b>Loss Payee</b>	<b>Primex<sup>3</sup> - NH Public Risk Management Exchange</b>
NH Dept of Safety Hazen Dr. Concord, NH 03301			By: <i>Tammy Deaver</i>
			Date: 7/8/2016    tdenver@nhprimex.org
			Please direct inquiries to: <b>Primex<sup>3</sup> Risk Management Services</b> 603-225-2841 phone 603-228-0650 fax

Town of Columbia	144
Town of Cornish	147
Town of Dalton	149
Town of Danbury	150
Town of Deering	153
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Town of Dublin	157
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Town of Farmington	171
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Town of Fremont	177
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Town of Kingston	212
Town of Lancaster	214
Town of Langdon	216
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Town of Lempster	219
Town of Lincoln	220
Town of Lisbon,	221
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Town of Littleton	223
Town of Londonderry	224
Town of Loudon	225
Town of Lyman	226
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## CERTIFICATE OF COVERAGE

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

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

<b>Participating Member:</b> Primex <sup>3</sup> Members as per attached Schedule of Members Workers Compensation Program		<b>Member Number:</b>		<b>Company Affording Coverage:</b> NH Public Risk Management Exchange - Primex <sup>3</sup> Bow Brook Place 46 Donovan Street Concord, NH 03301-2624	
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Type of Coverage	Effective Date (mm/dd/yyyy)	Expiration Date (mm/dd/yyyy)	Limits - NH Statutory Limits May Apply	
<input type="checkbox"/> <b>General Liability (Occurrence Form)</b> <b>Professional Liability (describe)</b> <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"/> <b>Automobile Liability</b> Deductible    Comp and Coll: <input type="checkbox"/> Any auto			Combined Single Limit (Each Accident)  Aggregate	
<input checked="" type="checkbox"/> <b>Workers' Compensation &amp; Employers' Liability</b>	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"/> <b>Property (Special Risk includes Fire and Theft)</b>			Blanket Limit, Replacement Cost (unless otherwise stated)	

**Description:** Proof of Primex coverage only.

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

Town of Eaton	163
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Town of Orford	264
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