

43



# State of New Hampshire

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

JOHN J. BARTHELMES  
COMMISSIONER

September 19, 2017

His Excellency, Governor Christopher T. Sununu  
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 the grant agreement (PO#1047373) with the Town of Plymouth (VC#159942-B001) increasing the grant limitation by \$15,477.00, from a total grant limitation of \$126,086.00 to \$141,563.00, for the purpose of completing the Bell Road Project. This grant was initially approved by the Governor and Executive Council on December 16, 2015, Item #85 and amended with Governor and Council approval on June 15, 2016, item #85. Effective upon Governor and Council approval through September 28, 2018. Funding source: 100% Federal Funds.

Funds will be budgeted in the SFY 2018 operating budget as follows:

02-23-23-236010-29210000	Dept. of Safety	Homeland Sec-Emer Mgmt	Hazard Mitigation Grant Program
072-500574	Grants to Local Gov't - Federal		
Activity Code: 23DR4006HM			\$15,477.00

### Explanation

This amendment is needed due to the complexity of the culvert work to be done on the roadway resulting in a higher than anticipated bid cost breakdown. The Department of Safety, Division of Homeland Security and Emergency Management (HSEM) requested cost overruns from the Federal Emergency Management Agency (FEMA) on August 11, 2017, and received approval from FEMA on August 30, 2017. 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 (subrecipients) for cost-effective hazard mitigation activities that complement a comprehensive mitigation program. FEMA provides HMGP funds to states that, in turn, provide subrecipients 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 and 25% applicant cash of in-kind 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.

Respectfully submitted,

  
John J. Barthelmes  
Commissioner of Safety

Hazard Mitigation Grant Program (HMGP) – CFDA #97.039  
 Grant Agreement Amendment  
**Cost Overrun**

**Town of Plymouth**

It is hereby agreed that the grant agreement (PO#1047373) approved by the Governor and Executive Council on June 15, 2016, Item #85, between the Town of Plymouth as “Subrecipient” 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 \$141,563.00.

2. EXHIBIT A, Scope of Work;

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 Subrecipient”) \$141,563.00 within the Hazard Mitigation Grant Program.

Exhibit A, Project Review and Conditions, Paragraph 3;

Delete item in its entirety and replace with:

“The Subrecipient” is responsible for the 25% cost share, which is \$47,187.00.

Exhibit B, Grant Amount;

Delete item in its entirety and replace with:

	Applicant Share	Grant (Federal Funds)	Cost Totals
Project Cost	\$ 47,187.00	\$ 141,563.00	\$ 188,750.00
Column Totals	\$ 47,187.00	\$ 141,563.00	\$ 188,750.00
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 Subrecipient” agrees the total payment by “the State” under this grant agreement shall be up to, but will not exceed \$141,563.00.

Subrecipient Initials

*GAT*

Date 09/07/2017

3. All other provisions of the grant agreement, approved by the Governor and Executive Council on June 15, 2016 shall remain in full force and effect.

EFFECTIVE DATE OF THE 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 (Subrecipient)**

By (signature): *Paul H. Freitas* By (signature): \_\_\_\_\_  
Print Name: Paul H. Freitas Print Name: \_\_\_\_\_  
Title: Town Administrator Title: \_\_\_\_\_

By (signature): \_\_\_\_\_ By (signature): \_\_\_\_\_  
Print Name: \_\_\_\_\_ Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_ Title: \_\_\_\_\_

State of: New Hampshire  
County of: Grafton

Upon this date: Sept. 7, 2017, before me, Anne M. Abear,  
*(print name of notary/justice of the peace)*

the undersigned officer, personally appeared *(print name(s) of individual(s) on 1<sup>st</sup> page)*  
Paul H. Freitas, \_\_\_\_\_,  
\_\_\_\_\_ known to me (or  
satisfactorily 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.

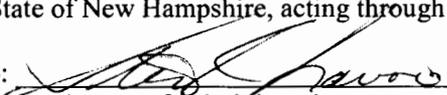
In witness whereof, I hereunto set my hand and official seal:

*Anne M. Abear*  
Signature of Notary Public/Justice of the Peace

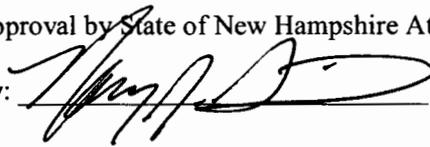
(Seal) 9/7/2021  
Commission Expiration

Subrecipient Initials *PHF*  
Date 09/07/2017

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

By (signature):   
Steven R. Lavoie, Director of Administration

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

By: , Assistant Attorney General, on 10/9/2017.

Approval by State of New Hampshire Governor and Executive Council:

By: \_\_\_\_\_, on \_\_\_\_\_.

Subrecipient Initials   
Date 09/07/2017

**Appointments:**

- A letter of interest was received from Mr. Bryan Dutille requesting an appointment as a fully seated member of the Planning Board. Mr. Bolton made a motion; seconded by Mr. McIver, to appoint Bryan Dutille as a fully seated member of the Planning Board. All in favor.

**Public Comment:**

- David Kent – Mr. Kent came before the Board to discuss a defeated petitioned zoning amendment from last year in which landlords would have been required to register their properties with the Town. He indicated this amendment would have prevented overcrowding within buildings and would give the Town an inventory. An example of a Town ordinance from Portland Maine was presented to the Board for their consideration. The Board thanked him for sharing this information with them.

**6:15 PM PUBLIC HEARING: Pursuant to RSA 31:95-b Unanticipated Funds for Bell Road Culvert Project -**

Mr. Conklin opened the public hearing at 6:15pm

Town Administrator, Mr. Freitas gave a brief overview for the grant for phase I of Bell Road – Culvert Reconstruction. He advised that the project cost is \$127,365 with 75% of the total cost, \$95,524, coming from FEMA under the Hazard Mitigation Grant Program. He further indicated that the remaining amount (required local match of 25% *in the amount of \$31,841.00*) would be coming from the general operating budget.

With no further discussion, Mr. Conklin closed the public hearing at 6:25 pm.

A motion was made by Mr. Randlett; seconded by Mr. McIver to accept these funds for the Bell Road Culvert Project. All in favor. The Board signed the grant acceptance.

Mr. Randlett moved; seconded by Mr. Ahern to sign a purchase order for this project and to further designate Mr. Freitas as the signatory for any and all documents needing approval for the Bell Road Project. All in favor.

**New Purchase Orders:**

- **Joe Fagnant –**
  - **Pike Industries;** screened sand up to \$15,625
  - **Granite State Minerals;** road salt up to \$36,000.00
  - **Porter Paving;** road repair up to \$7,000.00

## Town of Plymouth, New Hampshire

# TOWN ADMINISTRATOR

The Town Administrator supervises all administrative functions of Town municipal operations under the direction of the Selectboard. This includes, but is not limited to Town Hall office operations; municipal human resource polices and performance management, financial oversight of municipal budget, cognizance and compliance of tax assessment process, line management of other town departmental operations; guides strategic planning, community planning, economic development activities; ensures enforcement of town ordinances, regulations and agreements of the Town, supports other elected town officials, appointed boards and special committees, ensures timely inspections and maintenance of municipal structures, equipment, cemeteries, parks and public infrastructure

Please feel free to contact Paul Freitas, Town Administrator at 536-1731 or by e-mail: [town-admin@plymouth-nh.org](mailto:town-admin@plymouth-nh.org).



**FEMA**

August 30, 2017

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 project:

4006-2-R	Town of Plymouth, New Hampshire Bell Road Drainage Improvements	\$ 15,477
	<b>Total:</b>	<b>\$ 15,477</b>

The grant period of performance shall remain unchanged. If you have any questions, please do not hesitate to call Ana Kerr with the FEMA Region I Mitigation Division at (617) 832-4714.

Sincerely,

A handwritten signature in black ink, appearing to read "Dean J. Savramis".

Dean J. Savramis  
Director, Mitigation Division  
FEMA Region I

cc: Whitney Welch, State Hazard Mitigation Officer, NH HSEEM

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> Primex3 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, If Not
<input checked="" type="checkbox"/>	<b>General Liability (Occurrence Form)</b> <b>Professional Liability (describe)</b> <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence	7/1/2017	7/1/2018	Each Occurrence      \$ 5,000,000 General Aggregate      \$ 5,000,000 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 type="checkbox"/>	<b>Workers' Compensation &amp; Employers' Liability</b>			Statutory Each Accident Disease - Each Employee 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 Member 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 33 Hazen Dr. Concord, NH 03301			<b>By:</b> <i>Tammy Demers</i> <b>Date:</b> 6/29/2017    tdenver@nhprimex.org Please direct inquires to: <b>Primex<sup>3</sup> Claims/Coverage Services</b> 603-225-2841 phone 603-228-3833 fax

Town of Northwood	261
Town of Nottingham	262
Town of Orange	263
Town of Orford	264
Town of Pelham	266
Town of Peterborough	268
Town of Piermont	269
Town of Pittsburg	270
Town of Plainfield	272
↙Town of Plymouth	274
Town of Randolph	276
Town of Raymond	277
Town of Richmond	278
Town of Roxbury	282
Town of Rumney	283
Town of Salem	285
Town of Sanbornton	287
Town of Sandown	288
Town of Sandwich	289
Town of Seabrook	290
Town of Sharon	291
Town of Shelburne	292
Town of Stark	297
Town of Stewartstown	298
Town of Stoddard	310
Town of Strafford	299
Town of Stratford	300
Town of Sugar Hill	302
Town of Surry	305
Town of Sutton	306
Town of Tamworth	308
Town of Thornton	320
Town of Unity	314
Town of Warren	318
Town of Wentworth	330
Town of Whitefield	325
Town of Wilmot	326
Town of Wilton	327
Town of Winchester	328
Town of Windham	329
Town of Wolfeboro	331
Troy Water/Sewer Department	582
Unity School District	945
Upper Valley Lake Sunapee Regional Planning Commission	570
Village District of Eastman	501
Village District of Eidelweiss	502
Village District of Little Boar's Head	405
Village of Northwood Ridge Water District	461
Wakefield School District	946
Warner Village Water District	513
Warren School District	767
Washington School District	862
Waterville Estates Village District	580
Waterville Valley School District	947
Weare School District	759
Wentworth School District	760
Westmoreland School District	761
White Mountains Regional School District	811
Wilmot Volunteer Fire Company	589
Wilton Public & Gregg Free Library	578
Wilton-Lyndeborough Cooperative School District	763
Winchester School District	948



## CERTIFICATE OF COVERAGE

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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> Primex3 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, If Not		
<input type="checkbox"/> <b>General Liability (Occurrence Form)</b> <input type="checkbox"/> <b>Professional Liability (describe)</b> <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence			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>	1/1/2017	1/1/2018	<input checked="" type="checkbox"/> Statutory	\$2,000,000	
			Each Accident		\$2,000,000
			Disease - Each Employee		
			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 Member 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 33 Hazen Dr. Concord, NH 03301			By: <i>Tammy Denver</i>
			Date: 1/3/2017    tdenver@nhprimex.org
			Please direct inquires to: <b>Primex<sup>3</sup> Claims/Coverage Services</b> 603-225-2841 phone 603-228-3833 fax

Town of Moultonborough	243
Town of Nelson	244
Town of New Boston	246
Town of New Ipswich	253
Town of Newfields	250
Town of Newington	252
Town of Newport	256
Town of Newton	257
Town of Northfield	258
Town of Northumberland	260
Town of Northwood	261
Town of Nottingham	262
Town of Orange	263
Town of Orford	264
Town of Pembroke	267
Town of Pittsburg	270
Town of Pittsfield	271
Town of Plainfield	272
Town of Plaistow	273
↘ Town of Plymouth	274
Town of Raymond	277
Town of Rindge	279
Town of Rollinsford	281
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 Springfield	295
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 Swanzey	307
Town of Tamworth	308
Town of Temple	309
Town of Thornton	320
Town of Tilton	311
Town of Troy	312
Town of Tuftonboro	313
Town of Unity	314
Town of Wakefield	315
Town of Walpole	316
Town of Warner	317
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



# 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

JOHN J. BARTHELMES  
 COMMISSIONER OF SAFETY

RICHARD C. BAILEY, JR.  
 ASSISTANT COMMISSIONER

RO# 166081

April 26, 2016

GC#85  
 06-15-2016

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  
 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 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): [Signature]  
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.

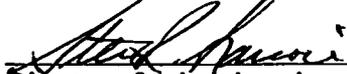
In witness whereof I hereunto set my hand and official seal.

[Signature]  
Signature of Notary Public/Justice of the Peace  
(Seal)  
December 16, 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



# 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

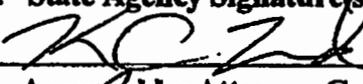
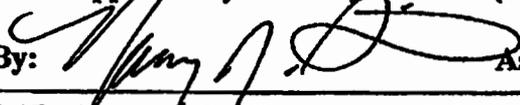
Respectfully submitted,

  
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.**

<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 Plymouth (VC# 159942-B001 )		<b>1.4. Sub-recipient Tel. #/Address</b> 603-536-1731 6 Post Office Square, Plymouth NH 03264	
<b>1.5 Effective Date</b> G&C Approval	<b>1.6. Account Number</b> 2921	<b>1.7. Completion Date</b> September 28, 2018	<b>1.8. Grant Limitation</b> \$ 95,524
<b>1.9. Grant Officer for State Agency</b> Elizabeth R. Peck		<b>1.10. State Agency Telephone Number</b> (603) 223-3655	
"By signing this form we certify that we have complied with any public meeting requirement for acceptance of this grant, including if applicable RSA 31:95-b."			
<b>1.11. Sub-Recipient Signature 1</b> 		<b>1.12. Name &amp; Title of Sub-Recipient Signor 1</b> Michael Lunkin, Selectman	
<b>Sub-Recipient Signature 2</b> 		<b>Name &amp; Title of Sub-Recipient Signor 2</b> William R. Botin, Selectman	
<b>Sub-Recipient Signature 3</b> 		<b>Name &amp; Title of Sub-Recipient Signor 3</b> Michael J. Ahern, Selectman	
<b>1.13. Acknowledgment:</b> State of New Hampshire, County of Grafton, on 10/3/15, before the undersigned officer, personally appeared the person identified in block 1.12., known to me (or satisfactorily proven) to be the person whose name is signed in block 1.11., and acknowledged that he/she executed this document in the capacity indicated in block 1.12.			
<b>1.13.1. Signature of Notary Public or Justice of the Peace (Seal)</b> 			
<b>1.13.2. Name &amp; Title of Notary Public or Justice of the Peace</b> Anne M. Abear, Notary			
<b>1.14. State Agency Signature(s)</b> By:  On: 11/14/15		<b>1.15. Name &amp; Title of State Agency Signor(s)</b> Elizabeth A. Dielecki, Director of Administration <sup>dab-11-10-15</sup>	
<b>1.16. Approval by Attorney General (Form, Substance and Execution) (if G &amp; C approval required)</b> By:  Assistant Attorney General, On: 11/19/2015			
<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").

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.**  
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.