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# State of New Hampshire

DEPARTMENT OF SAFETY  
OFFICE OF THE COMMISSIONER

33 HAZEN DR. CONCORD, NH 03305  
603/271-2791

JOHN J. BARTHELMES  
COMMISSIONER

September 18, 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#1052071) with the Town of Gorham (VC#177396-B002) increasing the grant limitation by \$47,000.00, from a total grant limitation of \$213,289.00 to \$260,289.00, for the purpose of completing the Spring Road Culvert Project. This grant was initially approved by the Governor and Executive Council on August 24, 2016, Item #62. Effective upon Governor and Council approval through March 24, 2019. Funding source: 100% Federal Funds.

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

02-23-23-236010-29200000	Dept. of Safety	Homeland Sec-Emer Mgmt	Hazard Mitigation Grant Program
072-500574	Grants to Local Gov't - Federal		
Activity Code: 23DR4209HM			\$47,000.00

### Explanation

This amendment is necessary 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 June 15, 2017, and received approval on July 25, 2017. HSEM prepared the amended grant agreement and the Town of Gorham 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  
Scope of Work Change & Cost Overrun

**Town of Gorham**

It is hereby agreed that the grant agreement (PO#1052071) approved by the Governor and Executive Council on August 24, 2016, Item #62, between the Town of Gorham as “Subrecipient” and the Department of Safety, Division of Homeland Security & Emergency Management as “State” to replace an undersized culvert on Spring Road is amended as follows:

1. GENERAL PROVISIONS, Section 1.8, Grant Limitation;

Change the amount of the grant limitation from \$213,289.00 to \$260,289.00.

2. EXHIBIT A, Scope of Work, Section 1;

Delete the first two paragraphs in Section 1 in their entirety and replace with:

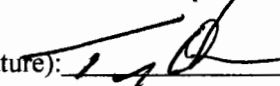
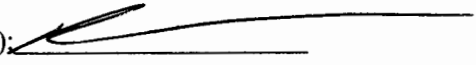
The Department of Safety, Division of Homeland Security and Emergency Management (hereinafter referred to as “the State”) is awarding the Town of Gorham (hereinafter referred to as “the Subrecipient”) \$260,289.00 within the Hazard Mitigation Grant Program.

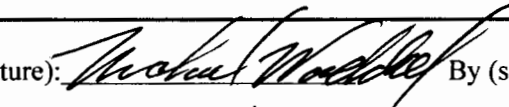
“The Subrecipient” proposes to remove the existing 6-foot CMP culvert and replacing it with a 3-sided precast concrete right frame bridge, with associated wing walls and scour protection. The rigid frame bridge will be located so the original alignment of Mount Crescent Brook is restored as much as possible. A secondary bypass culvert will be installed to handle the flow of the tributary brook and will roughly match the size and location of the existing CMP culvert.

3. All other provisions of the grant agreement, approved by the Governor and Executive Council on August 24, 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 Gorham (Subrecipient)**

By (signature):  By (signature):   
Print Name: TERRY OLIVER Print Name: PATRICK LEFEBVRE  
Title: CHAIRMAN, BOARD OF SELECTMAN Title: SELECTMAN

By (signature):  By (signature): \_\_\_\_\_  
Print Name: MICHAEL WADDALL Print Name: \_\_\_\_\_  
Title: SELECTMAN Title: \_\_\_\_\_

Subrecipient Initials TO PL MW

Date 9/5/2017

State of: New Hampshire

County of: COOS

Upon this date: 09/05/2017, before me, SUSAN J. BOLASH,  
(print name of notary justice of the peace)

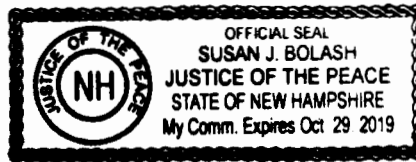
the undersigned officer, personally appeared (print name(s) of individual(s) on 1<sup>st</sup> page)

TERRY OLIVER, PATRICK LEFEVRE,  
MICHAEL WADDILL, \_\_\_\_\_ 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:

Susan J. Bolash  
Signature of Notary Public Justice of the Peace

(Seal)



October 29, 2019  
Commission Expiration

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

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

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

By: [Signature], Assistant Attorney General, on 10/12/2012

Approval by State of New Hampshire Governor and Executive Council:

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

Subrecipient Initials T-O PBL MW

Date 9/5/2017



State of New Hampshire Department of Safety

John J. Barthelmes, Commissioner
Robert L. Quinn, Assistant Commissioner
Richard C. Bailey, Jr., Assistant Commissioner
Homeland Security and Emergency Management
Perry E. Plummer, Director
Jennifer L. Harper, Assistant Director



New Hampshire Hazard Mitigation Assistance Programs
Scope of Work Modification Request Justification

Requests for scope of work modification will be considered but will not be granted automatically and must be supported by adequate justification in order to be processed. Any requests for changes to the approved scope of work must be consistent with program guidance and regulations. The request must be signed by an authorized representative of the subrecipient and received by New Hampshire Homeland Security and Emergency Management (NH HSEM) before any modification request will be forwarded to the Federal Emergency Management Agency (FEMA) Regional office for consideration.

The justification is a written explanation of the reason or reasons for the need to modify or change the existing scope of work; an outline of the remaining project funds available to support the changes to the scope of work; and a description of performance measures necessary to complete the project. Without justification, modification requests will not be processed.

Sub-Recipient: Town of Gorham Date: February 10, 2017
Grant Award Number: DR-4209 Project # 13-R
Activity Title: Spring Road Culvert Upgrade

I hereby certify that this Scope of Work Modification Request is in full accordance with the requested information and appropriate FEMA program guidance and statutes.

Robin Frost, Town Manager
Authorized Representative Name (Printed)

[Handwritten Signature]
Authorized Representative Signature

1. REQUEST

On behalf of the grant subrecipient, the recipient (NH HSEM) respectfully requests a modification to the project identified above.

The grant award expiration date is March 24, 2019.

The Town of Gorham is requesting the following modifications:

Check the Modification(s) Requested:

SCOPE OF WORK MODIFICATION [x]

PERIOD OF PERFORMANCE MODIFICATION



**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,

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

Dean J. Savramis  
Director, Mitigation Division  
FEMA Region I

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

Enclosures

**MINUTES OF SELECTMAN'S MEETING  
TOWN OF GORHAM  
TUESDAY, SEPTEMBER 5, 2017 6:00 PM  
TOWN HALL CONFERENCE ROOM**

Gorham Selectman present: Terry Oliver, Patrick Lefebvre, and Mike Waddell

Also present: Robin Frost, Town Manager; Kirstan Knowlton, Berlin Daily Sun; Sally Manikian; Audrey Albert; Brian Ruel; Court Stearns; Joseph Brasil; Diane Holmes; Reuben Rajala; Abby Evankow; Henry Sanschagrin

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

**2. Appointments:**

**a) Sally Manikian, The Conservation Fund- Town Forest** – Sally Manikian was present from the Conservation Fund requesting a letter of support from the Board for their application to the State of NH for the Moose Plate Grant to cover transaction costs for the purchase of land at Tinker Brook. This land will become part of the Gorham Town Forest.

**On a motion by Selectman Waddell, seconded by Selectman Lefebvre, the Board voted unanimously to sign the letter of support for the application for the Moose Plate Grant from the State of NH.**

The letter was signed by Chairman Oliver and given to Manikian.


**3. New Business:**

**a) Future of Trail Committee** - Selectman Waddell shared his concerns about the Trails Committee, that it has become more of an ATV Committee only, instead of a committee concerned with all types of trail use, and that there was no progress being made. Waddell felt that the town would benefit from a separate trails committee which was just focused on other trail uses, such as mountain biking, hiking, water sports, and even snowmobiling. Waddell felt that ATV complaints should be brought directly to the Board. Selectman Lefebvre advised that he has not been attending the meetings due to a conflict with work. Lefebvre disagreed with Waddell that ATV complaints should be brought to the Board and stated that they should be directed to department heads first before coming to the Board. Both Lefebvre and Oliver agreed that they would be in support of a separate trails committee, which Waddell suggested could also serve as the AT advisory committee.

During public comment, Court Stearns agreed that there are lots of other recreation activities available in town other than ATV's. Brian Ruel questioned how the town could dissolve a volunteer committee with no power. Ruel stated that the committee is a way to discuss issues and bring suggestions to the town. Ruel advised that the focus of the group now is the rail bed and parking, but once that is resolved, they will be able to focus on other areas. Reuben Rajala stated that the committee was started because of ATV's as a big, new activity in town. Rajala stated that the committee is a way for the group to talk about issues and hot topics, and feels that the Board is tired of the problems. Audrey Albert stated that Joe Kenney from the Executive Council met with them and advised them it was a town issue, not a state issue. Committee members were also upset that the Board was discussing the future of their committee without even being notified of the meeting. Diane Holmes stated that the ATV's should not be separated from the committee, as having discussions together will bring solutions for

everyone. Holmes suggested that maybe the Trails Committee could add one item on their agenda at each meeting for other trail uses. Holmes also stated that it is normal for groups to go through stages.

Chairman Oliver stated that he would attend the next meeting of the Trails Committee on September 18 at 3:00 pm. Chris Gamache is supposed to attend the meeting. TM Frost will contact Kenney reference to his comments. The Board tabled the discussion until the next meeting.

 **b) Spring Road Culvert Project Grant Agreement Amendment** - TM Frost advised that since there was a change with the original grant agreement, there is an amended agreement that needs to be signed. The change was in the amount of the grant limitation, which was increased from \$213,289.00 to \$260,289.00. The new agreement was signed by all three Selectmen. Selectman Waddell asked if HEB had communicated with the property owners on Spring Road yet and TM Frost advised they had not.

**c) iWorQ Code Enforcement/Building Permit Software** – TM Frost advised the Board that she and Michelle Lutz have been looking at software to keep track of building permits and code enforcement issues. The initial cost of the program is \$3300 and the yearly fee after that is \$2000. Frost advised it would be nice to purchase it now, but understands if the Board would like to see it included in the 2018 budget. Selectman Lefebvre asked if they had looked at any others and TM Frost advised that this one was easy to use and also had the ability to log in remotely. Frost also suggested that the vendor may be willing to accept a partial payment now, and the rest after the 2018 budget is approved. Selectman Waddell suggested that the information could be entered into an Excel Spreadsheet rather than purchasing new software. The Board requested that Frost continue to shop around and see what other towns are doing.

#### **4. Old Business/Updates:**

**a) Fairpoint Poles in Cascade** - TM Frost advised that Spectrum will be doing their work either this week or next week.

**b) Gorham Paper & Tissue Payment Agreement** – TM Frost advised that they have had discussions about whether they will commit to catching up on payments after not paying for August, September, and October.

**c) Fire Ponds in Stony Brook** – TM Frost advised that the Fire Chief is doing some analysis on what the area needs. Frost advised that the town will be responsible, as there is nothing in the subdivision files stating that the former owner would be responsible for maintenance.

**d) Cascade Playground** – TM Frost advised that the equipment has been ordered.

**e) Complete Road Improvement Plan** – TM Frost advised that there was a letter of agreement included in the packet for the Selectmen. The cost is \$20,000 and the estimated completion date is November 17. TM Frost stated that Buddy Holmes suggested that the NCC Road Surface Management System could provide some of what is being done, as it provides a ten-year maintenance schedule and associated budget. There would be no cost for this. TM Frost will contact Greg, who is the transportation planner for NCC. Selectman Waddell stated that the agreement needs to include Spring Road, as any road that is a town road should be included.

**On a motion by Selectman Waddell, seconded by Selectman Lefebvre, the Board voted unanimously to approve the letter of agreement with HEB for the cost of \$20,000 for the Road Improvement Plan.**

TM Frost will sign the agreement after confirming that Spring Road will be included.



## 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	
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> <input type="checkbox"/> <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)	
<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)	
<b>Description:</b> 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>  By: <i>Tammy Denver</i>  Date: 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
NH Dept of Safety 33 Hazen Dr. Concord, NH 03301			



Town of Eaton	163
Town of Enfield	166
Town of Epping	167
Town of Errol	169
Town of Farmington	171
Town of Fitzwilliam	172
Town of Gilsum	180
Town of Gorham	182
Town of Goshen	183
Town of Grafton	184
Town of Grantham	185
Town of Greenfield	186
Town of Greenland	187
Town of Groton	189
Town of Hampstead	190
Town of Hampton	191
Town of Hancock	193
Town of Hanover	194
Town of Harrisville	195
Town of Haverhill	196
Town of Hebron	197
Town of Henniker	198
Town of Hinsdale	201
Town of Holderness	202
Town of Hooksett	204
Town of Hopkinton	205
Town of Hudson	206
Town of Jaffrey	208
Town of Jefferson	209
Town of Kensington	211
Town of Kingston	212
Town of Lancaster	214
Town of Landaff	215
Town of Langdon	216
Town of Lee	218
Town of Lempster	219
Town of Lincoln	220
Town of Lisbon	221
Town of Littleton	223
Town of Londonderry	224
Town of Lyman	226
Town of Lyme	227
Town of Lyndeborough	228
Town of Marlow	233
Town of Mason	234
Town of Merrimack	236
Town of Milan	238
Town of Milford	239
Town of Milton	240
Town of Monroe	241
Town of Nelson	244
Town of New Castle	248
Town of New Durham	249
Town of New Hampton	251
Town of New Ipswich	253
Town of New London	254
Town of Newbury	247
Town of Newmarket	255
Town of Newport	256
Town of North Hampton	259
Town of Northfield	258
Town of Northumberland	260



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

<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>  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
NH Dept of Safety 33 Hazen Dr. Concord, NH 03301			

Town of Dummer	158
Town of Dunbarton	159
Town of Durham	160
Town of East Kingston	161
Town of Easton	162
Town of Eaton	163
Town of Effingham	164
Town of Ellsworth	165
Town of Epping	167
Town of Epsom	168
Town of Errol	169
Town of Exeter	170
Town of Farmington	171
Town of Francestown	173
Town of Franconia	174
Town of Freedom	176
Town of Fremont	177
Town of Gilford	178
Town of Gilmanton	179
Town of Gilsom	180
Town of Goffstown	181
Town of Gorham	182
Town of Goshen	183
Town of Grafton	184
Town of Grantham	185
Town of Greenville	188
Town of Groton	189
Town of Hampstead	190
Town of Hampton Falls	192
Town of Hancock	193
Town of Harrisville	195
Town of Henniker	198
Town of Hill	199
Town of Hillsborough	200
Town of Hollis	203
Town of Hopkinton	205
Town of Jackson	207
Town of Jaffrey	208
Town of Jefferson	209
Town of Kensington	211
Town of Kingston	212
Town of Lancaster	214
Town of Langdon	216
Town of Lee	218
Town of Lempster	219
Town of Lincoln	220
Town of Litchfield	222
Town of Littleton	223
Town of Loudon	225
Town of Lyman	226
Town of Lyndeborough	228
Town of Madbury	229
Town of Madison	230
Town of Mariborough	232
Town of Mason	234
Town of Meredith	235
Town of Middleton	237
Town of Milan	238
Town of Milford	239
Town of Milton	240
Town of Monroe	241
Town of Mont Vernon	242



# State of New Hampshire

DEPARTMENT OF SAFETY  
OFFICE OF THE COMMISSIONER

33 HAZEN DR. CONCORD, NH 03305

603/271-2791

RQ# 169579

JOHN J. BARTHELMES  
COMMISSIONER

August 1, 2016

GC# 62

08-24-2016

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

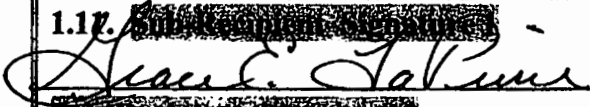
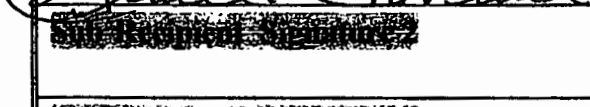
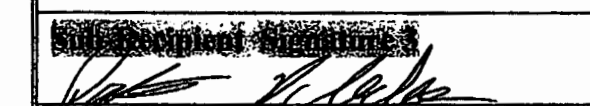
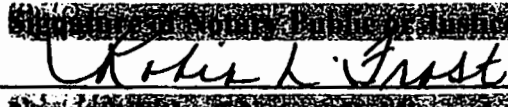

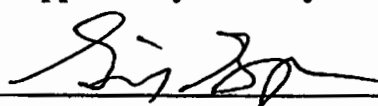
Respectfully submitted,

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</b> 		<b>1.12. Name &amp; Title of Sub-Recipient Signor 1</b> GRACE E. LAPIERRE, CHAIRMAN	
<b>1.11. Sub-Recipient Signature</b> 		<b>1.12. Name &amp; Title of Sub-Recipient Signor 2</b> TERRY OLIVER, SELECTMAN	
<b>1.11. Sub-Recipient Signature</b> 		<b>1.12. Name &amp; Title of Sub-Recipient Signor 3</b> PATRICK D. LEFEBVRE, SELECTMAN	
<b>1.13. Acknowledgment:</b> State of New Hampshire, County of <u>COOS</u> , on <u>June 12, 2016</u> before the undersigned officer, personally appeared the person identified in block 1.12., known to me (or satisfactorily proven) to be the person whose name is signed in block 1.11., and acknowledged that he/she executed this document in the capacity indicated in block 1.12.			
<b>1.13.1. Signature of Notary Public</b> 		<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: 1/1			

**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

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- approval of the undertaking or carrying out of such Project, shall participate in any decision relating to this Agreement which affects his or her personal interest or the interest of any corporation, partnership, or association in which he or she is directly or indirectly interested, nor shall he or she have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.
14. SUB-RECIPIENT'S RELATION TO THE STATE. In the performance of this Agreement the Sub-Recipient, its employees, and any subcontractor or Sub-Recipient of the Sub-Recipient are in all respects independent contractors, and are neither agents nor employees of the State. Neither the Sub-Recipient nor any of its officers, employees, agents, members, subcontractors or Sub-Recipient s, shall have authority to bind the State nor are they entitled to any of the benefits, workmen's compensation or emoluments provided by the State to its employees.
15. ASSIGNMENT AND SUBCONTRACTS. The Sub-Recipient shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the State. None of the Project Work shall be subcontracted or sub granted by the Sub-Recipient other than as set forth in Exhibit A without the prior written consent of the State.
16. INDEMNIFICATION. The Sub-Recipient shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based on, resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Sub-Recipient or subcontractor, or Sub-Recipient or other agent of the Sub-Recipient . Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant shall survive the termination of this agreement.
17. 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 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.) 

2.) 

3.) 

Date:   
Page 4 of 6



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: <del>FEMA-1209-DR-NLIS-R</del>			
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.)  2.)  3.)  Date:  6/15/16  
Page 5 of 6

## EXHIBIT C

### SPECIAL PROVISIONS

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

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

Subrecipient Initials:

1.)



2.)



3.)



Date: 

Page 6 of 6