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State of New Hampshire

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

ROBERT L. QUINN
COMMISSIONER OF SAFETY

January 3, 2020

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 enter into a grant agreement with the Town of Goffstown (VC#177395-B001) for a total amount of \$9,999.75 to update the local hazard mitigation plan. Effective upon Governor and Council approval through April 1, 2022. Funding source: 100% Federal Funds.

Funding is available in the SFY 2020 operating budget as follows:

02-23-23-236010-43930000	Dept. of Safety	Homeland Sec-Emer Mgmt	Pre-Disaster Mitigation Grant Program	
072-500574	Grants to Local Gov't - Federal			
Activity Code: 23PDM18 4393				\$9,999.75

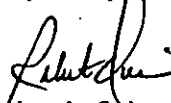
Explanation

The Town of Goffstown will use these funds to update their local hazard mitigation plan. The grant listed above is funded from the Pre-Disaster Mitigation Grant Program (PDM), which was awarded to the Department of Safety, Division of Homeland Security and Emergency Management (HSEM) from the Federal Emergency Management Agency (FEMA). The PDM grant program provides funding to subrecipients for cost-effective hazard mitigation activities that complement a comprehensive mitigation program. FEMA provides PDM 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 Hazard Mitigation Grant Program is 75% federally funded by the Federal Emergency Management Agency with a 25% match requirement supplied by the subrecipient. The subrecipient acknowledges their match obligation as part of Exhibit A and B to their grant agreement.

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





Respectfully submitted,


Robert L. Quinn
Commissioner of Safety

GRANT AGREEMENT

The State of New Hampshire and the Subrecipient hereby
Mutually agree as follows:
GENERAL PROVISIONS

1. Identification and Definitions.

1.1. State Agency Name NH Department of Safety, Homeland Security and Emergency Management		1.2. State Agency Address 33 Hazen Drive Concord, NH 03305	
1.3. Subrecipient Name Town of Goffstown (VC# 177395-B001)		1.4. Subrecipient Tel. #/Address 603-497-3615 16 Main Street, Goffstown, NH 03045	
1.5 Effective Date G&C Approval	1.6. Account Number AU #43930000	1.7. Completion Date April 1, 2022	1.8. Grant Limitation \$9,999.75
1.9. Grant Officer for State Agency Alexx Monastiero, State Hazard Mitigation Officer		1.10. State Agency Telephone Number (603) 223-3627	
"By signing this form we certify that we have complied with any public meeting requirement for acceptance of this grant, including if applicable RSA 31:95-b."			
1.11. Subrecipient Signature 1 		1.12. Name & Title of Subrecipient Signor 1 Derek M. Horne, Town Administrator	
Subrecipient Signature 2		Name & Title of Subrecipient Signor 2	
Subrecipient Signature 3		Name & Title of Subrecipient Signor 3	
1.13. Acknowledgment: State of New Hampshire, County of Hillsborough, <u>or</u> NOIR before the undersigned officer, personally appeared the person identified in block 1.12., known to me (or satisfactorily proven) to be the person whose name is signed in block 1.11., and acknowledged that he/she executed this document in the capacity indicated in block 1.12.			
1.13.1. Signature of Notary Public or Justice of the Peace 			
1.13.2. Name & Title of Notary Public or Justice of the Peace Kathryn M. Fisher, Notary Public		KATHRYN M. FISHER, Notary Public State of New Hampshire My Commission Expires September 21, 2021	
1.14. State Agency Signature(s) By:  On: 1/14/20		1.15. Name & Title of State Agency Signor(s) Steven R. Lavoie, Director of Administration	
1.16. Approval by Attorney General (Form, Substance and Execution) (if G & C approval required) By:  Assistant Attorney General, On: 1/23/2020			
1.17. Approval by Governor and Council (if applicable) By: _____ On: / /			

2. SCOPE OF WORK: In exchange for grant funds provided by the State of New Hampshire, acting through the Agency identified in block 1.1 (hereinafter referred to as "the State"), pursuant to RSA 21-P:36, the Subrecipient identified in block 1.3 (hereinafter referred to as "the Subrecipient"), 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").

AREA COVERED. Except as otherwise specifically provided for herein, the Subrecipient shall perform the Project in, and with respect to, the State of New Hampshire.

EFFECTIVE DATE; COMPLETION OF PROJECT.

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").
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").

GRANT AMOUNT; LIMITATION ON AMOUNT; VOUCHERS; PAYMENT.

1. The Grant Amount is identified and more particularly described in EXHIBIT B, attached hereto.
2. The manner of, and schedule of payment shall be as set forth in EXHIBIT B.
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 Subrecipient the Grant Amount. The State shall withhold from the amount otherwise payable to the Subrecipient under this subparagraph 5.3 those sums required, or permitted, to be withheld pursuant to N.H. RSA 80:7 through 7-c.
4. The payment by the State of the Grant amount shall be the only, and the complete payment to the Subrecipient for all expenses, of whatever nature, incurred by the Subrecipient in the performance hereof, and shall be the only, and the complete, compensation to the Subrecipient for the Project. The State shall have no liabilities to the Subrecipient other than the Grant Amount.
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.

COMPLIANCE BY SUBRECIPIENT WITH LAWS AND REGULATIONS.

In connection with the performance of the Project, the Subrecipient 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 Subrecipient, including the acquisition of any and all necessary permits.

RECORDS and ACCOUNTS.

1. Between the Effective Date and the date three (3) years after the Completion Date the Subrecipient 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.
2. Between the Effective Date and the date three (3) years after the Completion Date, at any time during the Subrecipient's normal business hours, and as often as the State shall demand, the Subrecipient shall make available to the State all records pertaining to matters covered by this Agreement. The Subrecipient 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, "Subrecipient" includes all persons, natural or fictional, affiliated with, controlled by, or under common ownership with, the entity identified as the Subrecipient in block 1.3 of these provisions

PERSONNEL.

1. The Subrecipient shall, at its own expense, provide all personnel necessary to perform the Project. The Subrecipient 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.
2. The Subrecipient shall not hire, and it shall not permit any subcontractor, subgrantee, or other person, firm or corporation with whom it is engaged in a combined effort to perform the Project, to hire any person who has a contractual relationship with the State, or who is a State officer or employee, elected or appointed.
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.

DATA; RETENTION OF DATA; ACCESS.

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 Subrecipient 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 Subrecipient notice of such termination.

EVENT OF DEFAULT; REMEDIES.

11. Any one or more of the following acts or omissions of the Subrecipient 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 Subrecipient 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 Subrecipient notice of termination; and
 - 11.2.2 Give the Subrecipient 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 Subrecipient during the period from the date of such notice until such time as the State determines that the Subrecipient has cured the Event of Default shall never be paid to the Subrecipient; and
 - 11.2.3 Set off against any other obligation the State may owe to the Subrecipient 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.

TERMINATION.

- 12.1. In the event of any early termination of this Agreement for any reason other than the completion of the Project, the Subrecipient 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 Subrecipient 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 Subrecipient from any and all liability for damages sustained or incurred by the State as a result of the Subrecipient'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 Subrecipient hereunder, the Subrecipient, may terminate this Agreement without cause upon thirty (30) days written notice.

13. CONFLICT OF INTEREST. No officer, member of employee of the Subrecipient, 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

Subrecipient Initials: 1.) DMVH 2.) _____ 3.) _____

Date: 11/19/14

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.

4. SUBRECIPIENT'S RELATION TO THE STATE. In the performance of this Agreement the Subrecipient, its employees, and any subcontractor or subgrantee of the Subrecipient are in all respects independent contractors, and are neither agents nor employees of the State. Neither the Subrecipient nor any of its officers, employees, agents, members, subcontractors or subgrantees, shall have authority to bind the State nor are they entitled to any of the benefits, workmen's compensation or emoluments provided by the State to its employees.

5. ASSIGNMENT AND SUBCONTRACTS. The Subrecipient shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the State. None of the Project Work shall be subcontracted or subgranted by the Subrecipient other than as set forth in Exhibit A without the prior written consent of the State.

5. INDEMNIFICATION. The Subrecipient 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 Subrecipient or subcontractor, or subgrantee or other agent of the Subrecipient. 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.

7. INSURANCE AND BOND.

7.1 The Subrecipient shall, at its own expense, obtain and maintain in force, or shall require any subcontractor, subgrantee or assignee performing Project work to obtain and maintain in force, both for the benefit of the State, the following insurance:

7.1.1 Statutory workmen's compensation and employees liability insurance for all employees engaged in the performance of the Project, and

7.1.2 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 Subrecipient.

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.

Subrecipient Initials 1.) DMH

2.)

3.)

Date: 11/19/19

EXHIBIT A

Scope of Services

1. The Department of Safety, Division of Homeland Security and Emergency Management (hereinafter referred to as "the State") is awarding the Town of Goffstown (hereinafter referred to as "the Subrecipient") \$9,999.75 within the Federal Fiscal Year 2018 Pre-Disaster Mitigation Grant Program (PDM) to update their Local Hazard Mitigation Plan.
2. "The Subrecipient" agrees to submit quarterly progress reports within fifteen (15) days after each quarter (April 15th, July 15th, October 15th, and January 15th) until all activities associated with the grant award have been completed.
3. "The Subrecipient" agrees that the project grant period ends April 1, 2022 and that a final performance and expenditure report will be sent to "the State" by May 1, 2022.
4. "The Subrecipient" agrees to comply with all applicable federal and state laws, rules, regulations, and requirements.
5. "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.) **JD/W**

2.) **[REDACTED]**

3.) **[REDACTED]**

Date: **11/19/19**

EXHIBIT B

Grant Amount and Method of Payment

1. GRANT AMOUNT

	Applicant Share	Grant (Federal Funds)	Cost Totals
Project Cost	\$3,333.25	\$9,999.75	\$13,333.00
Project Cost is 75% Federal Funds, 25% Applicant Share			
Awarding Agency: Federal Emergency Management Agency (FEMA)			
Award Title & #: Pre-Disaster Mitigation Grant (PDM) EMB-2019-PC-0004			
Catalog of Federal Domestic Assistance (CFDA) Number: 97.047 (PDM)			
Applicant's Data Universal Numbering System (DUNS): 083406116			

2. PAYMENT SCHEDULE

- a. "The Subrecipient" agrees the total payment by "the State" under this grant agreement shall be up to \$9,999.75.
- b. "The State" shall reimburse up to \$9,999.75 to "the Subrecipient" upon "the State" receiving appropriate documentation of expended funds (i.e, copies of invoices and cancelled checks) and proof of match from "the Subrecipient".
- c. Upon Governor and Council Approval, allowable match may be incurred for this project from the start of the federal period of performance of this grant, October 1, 2018, to the identified completion date April 1, 2022.

Subrecipient Initials: 1.) **DA/PH**

2.) **[REDACTED]**

3.) **[REDACTED]**

Date: **11/14/19**

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 “the State” 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 thirty (30) days of receiving the advanced funds.
4. “The Subrecipient” will be required to provide the formally approved Local Hazard Mitigation Plan electronically (via email or CD) at the completion of the project.
5. “The Subrecipient” agrees to have an audit conducted in compliance with OMB Circular 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). 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 OMB Circular 2 CFR 200. “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.) AD/MSH

2.) [REDACTED]

3.) [REDACTED]

Date: 11/14/19

November 18, 2019

**GOFFSTOWN SELECT BOARD
MINUTES TO THE MEETING OF NOVEMBER 18, 2019**

In attendance were Chairman Peter Georgantas, Vice Chairman Mark Lemay, Selectman Collis Adams, Selectman Chet Bowen, Selectwoman Kelly Boyer, and Town Administrator Derek Home. Also in attendance was Gail Labrecque--Recording Secretary.

6:00 PM CALL TO ORDER

Chairman Georgantas called the meeting to order at 6 pm. He led the Board and the audience in the Pledge of Allegiance.

Acceptance/Correction of Minutes

Public and non-public minutes from 10/28/2019

Vice Chairman Lemay made a motion to approve the public and non-public minutes to the Select Board meeting of October 28, 2019. Selectwoman Boyer seconded the motion. VOTE: 5-0-0. All in favor. Motion carries.

Non-public minutes from 11/4/2019 and 11/6/2019

Vice Chairman Lemay made a motion to approve the non-public minutes from November 4, 2019 and from November 6, 2019. Selectman Adams seconded the motion. VOTE: 5-0-0. All in favor. Motion carries.

Announcements

Adopt a Spot

Chairman Georgantas said thanks again to the Litter Critter Street Squad. At the end of October the Street Squad did an additional clean up on Henry Bridge Road. They retrieved 11 bags and various other items. Thanks once again for their efforts!

Select Board Hires Adam Jacobs as DPW Director

Chairman Georgantas said after an extensive search to fill the vacancy of Public Works Director, the Goffstown Board of Selectmen announces the hiring of Adam Jacobs. Adam previously served as the DPW Director from 2015 to 2017 and as the Goffstown Town Administrator from 2017 until February 2019, before pursuing small business ownership in the private sector. Adam returns to the Goffstown Public Works Department with his unique combination of the public sector, military, and private sector experience, in a position well suited to his talents in project management and his keen eye for delivering services to residents and

businesses both efficiently and effectively. The Select Board would like to thank Mike Hillhouse, Assistant Director of Public Works, for acting as the Interim Director since the end of October through the end of 2019. Mike's years of experience with the Department have been instrumental in managing the Department, including extensive construction on Shirley Hill Road and finishing up pavement projects throughout the Town before winter comes. Adam will begin as the Public Works Director on January 6th, 2020. Prior to coming to Goffstown in 2015, Adam served as Public Works Operations Manager in the Town of Merrimack and as a Surface Warfare Officer in the United States Navy. Adam has his NH Professional Engineers License, holds a BS and MS in Civil Engineering and a Master's Degree in Public Administration. Adam and his wife Tiffany live in Amherst with their four children.

Public Comment (6:10)

There was no public comment.

Police Chief

Overnight Travel Request

Police Chief Rob Browne said he is requesting authorization for Lieutenant Dan Conley and Officer Emily Crosby to attend the New Hampshire Law Enforcement Torch Run for Special Olympics training in Waterville Valley in December 2019. This is a two day, one overnight training with all accommodations free to registered members. There is no cost for the training, housing or meals for this event. The training will include tactical responder first aid, officer wellness, as well as community policing. Both members are very active in NH Special Olympics, most notably Officer Crosby who is Team Uncanoonuc's Special Olympics' coach. Lt. Conley has been instrumental in a lot of things regarding Special Olympics.

Selectwoman Boyer made a motion to authorize the overnight travel request to Waterville Valley for the NH Law Enforcement Torch Run for Special Olympics training in December 2019 as presented. Selectman Bowen seconded the motion. VOTE: 5-0-0. All in favor. Motion carries.

Fire Chief

Accept and Expend Unanticipated Funds - FEMA Pre-Disaster Mitigation Grant - \$9,999.75 (RSA 31:95-b)

Fire Chief Brian Allard said Goffstown has been awarded a grant through the federal Pre-Disaster Mitigation Grant Program. The Board needs to vote to accept these unanticipated funds in accordance with NH RSA 31:95-b. The Federal Emergency Management Agency (FEMA) has approved an application that was submitted by the Department of NH Homeland Security & Emergency Management, on behalf of the Town of Goffstown, to update our Local Hazard Mitigation Plan. We are required to update this plan every 5 years. The total for this project is \$13,333.00 of which the FEMA grant will cover \$9,999.75 (75%) and the Town of Goffstown will be responsible for \$3,333.25 (25%). The Town's portion will be done via an in-kind match. It will consist of just time. It will be throughout 2020.

November 18, 2019

Selectman Adams made a motion to accept the terms of the Pre-Disaster Mitigation Grant Program as presented in the amount of \$9,999.75 to update the Town of Goffstown's Local Hazard Mitigation Plan. Furthermore, the Board acknowledges that the total cost of this project will be \$13,333.00, in which the Town will be responsible for a 25% match ~~\$2,333.25~~ ^{see email}. The town's portion will be done via an in-kind match. The Town Administrator is authorized to sign all documents related to the grant. Selectwoman Boyer seconded the motion. VOTE: 5-0-0. All in favor. Motion carries.

Town Administrator's Report

Committee Meeting Schedule

Town Administrator Horne said the Sewer Committee meets at 6 pm on Tuesday, November 19th at Town Hall. Selectman Bowen said he would be there. Town Administrator Horne said the Budget Committee meets at 7 pm on Tuesday, November 19th at 7 pm at Fire Station 18. Selectwoman Boyer said she would attend. Town Administrator Horne said on Wednesday, November 20th, the Library Trustees meet at 6:30 pm. Selectwoman Boyer said she would attend. Town Administrator Horne said also, the Parks & Recreation meets at 7 pm. Selectman Adams said he would attend. Town Administrator Horne said the HDC meets at 7 pm. Vice Chairman Lemay said he would be there. Town Administrator Horne said on Thursday, November 21st, the Budget Committee meets at 7 pm at Town Hall in Room 106. Selectwoman Boyer said she would attend. There are no meetings next week. Town Hall is closed next week on Thursday and Friday for Thanksgiving.

Consent Agenda

Town Administrator Horne said for Employee Status Reports they have a FFII/AEMT new hire and status change to full-time. They have a FFII/EMT new hire and status change to full-time. They have a FFII/AEMT new hire and status change to full-time. They have a FFII/AEMT (part-time) status change to full-time. There is a FFII/EMT (part-time) status change to full-time. There is a FFII/Paramedic (part-time) status change to full-time. There is a FFII/EMT-P resignation. There is also a DPW Executive Secretary new hire. They have a Town Accountant successful completion of probation period.

The Lynchville/Danis Park Betterment Assessment Warrant (\$21,119.89) needs the signature of the entire Board. They have a Contractor Agreement with RD Edmunds for the 2019 Goffstown Sports Field Complex Phase 1A, which needs the signature of the Chairman or designee. And they have a Contractor Agreement for the Goffstown Green Thumb Landscaping for the 2019 Goffstown Sports Field Irrigation, which needs the signature of the Chairman or designee. They have Rights to Inter for: Clark, Shirley Hill Cemetery, Section 3, Lot 107A; Shaughnesy, Westlawn Cemetery, Section 5, Lot 217; Pare, Westlawn Cemetery, Section 1960, Lot 152; Parker, Westlawn Cemetery, Section 5, Lots 214 and 237; Richard, Westlawn Cemetery, Section 5, Lots 215, 235, 236 and 238 Morin, Shirley Hill Cemetery, Section 3, Lot 65A.

Vice Chairman Lemay made a motion to approve the Consent Agenda as presented. Selectman Bowen seconded the motion. VOTE: 5-0-0. All in favor. Motion carries.

Restoration of Involuntary Lot Merger, Map 9, Lot 94

Welch, Whitney

From: Derek Horne <Derek.Horne@GoffstownNH.gov>
Sent: Friday, January 3, 2020 9:47 AM
To: Welch, Whitney
Cc: Gilboy, Elizabeth; Monastiero, Alexandre
Subject: RE: Town of Goffstown Local Hazard Mitigation Plan Grant Meeting Minutes

EXTERNAL: Do not open attachments or click on links unless you recognize and trust the sender.

Good morning Ms. Welch,

The correct amount for the Town's match requirement for the Local Hazard Mitigation plan is \$3,333.25. The 11/18/2019 do not accurately reflect the amount discussed by the Select Board, which was provided to them in their meeting packet prior.

If you need the Board to formally adjust the minutes of 11/18/2019 to reflect the proper amount, please let me know and I will have that taken care of at the next regularly scheduled Select-Board meeting.

Thank you,

Derek M. Horne
Town Administrator
Town of Goffstown
16 Main Street
Goffstown, NH 03045
603-497-8990 ext. 101
603-497-8993 fax
Derek.Horne@GoffstownNH.Gov

From: Welch, Whitney <Whitney.Welch@dos.nh.gov>
Sent: Friday, January 3, 2020 9:29 AM
To: Derek Horne <Derek.Horne@GoffstownNH.gov>
Cc: Gilboy, Elizabeth <Elizabeth.Gilboy@dos.nh.gov>; Monastiero, Alexandre <Alexandre.Monastiero@dos.nh.gov>
Subject: Town of Goffstown Local Hazard Mitigation Plan Grant Meeting Minutes

NOTICE: This email originated outside the **Town of Goffstown.**

Good morning, Mr. Horne –

In December the community was contacted to obtain corrected November 18, 2019 meeting minutes. A discrepancy within the minutes identified the Town's match requirement for the Local Hazard Mitigation Plan Project as \$2,333.25 instead of ~~\$2,333.25~~. To continue preparing the Town of Goffstown's grant agreement for funding to update the Local Hazard Mitigation plan, please confirm that the correct amount should be \$3,333.25. Your confirmation email will be included with the documentation submission to the state business office. If this email is received prior to Monday, January 6, 2020, the item should be approved at the February 5, 2020 Governor and Executive Council meeting. A copy of the minutes has been attached for reference.

Thank you,

Whitney

Whitney Welch

Assistant Planning Chief

Planning Section

NH Dept. of Safety-Homeland Security & Emergency Management

110 Smokey Bear Blvd, Concord, NH 03301 (physical)

33 Hazen Dr., Concord, NH 03305 (mailing)

Direct: 603-223-3667 **Cell:** 603-931-0021 **Fax:** 603-223-3609

E-mail: whitney.welch@dos.nh.gov

Website: <http://www.nh.gov/safety/divisions/hsem/>

This e-mail and any files transmitted with it are confidential and are intended solely for the use of the individual or entity to whom they are addressed. This communication may contain material protected by law. If you are not the intended recipient or the person responsible for delivering the e-mail to the intended recipient, be advised that you have received this e-mail in error and that any use, dissemination, forwarding, printing, or copying of this e-mail is strictly prohibited and may be subject to criminal prosecution. If you have received this e-mail in error, please immediately notify Whitney Welch by telephone at 603-223-3667. You will be reimbursed for reasonable costs incurred in notifying us.

CONFIDENTIALITY NOTICE: This is a PRIVATE communication. This message and all attachments have been sent by the Town of Goffstown, and may contain confidential and privileged information that may be protected by State or Federal law. If you are not the intended recipient of this message, please notify the sender immediately by replying to this message, and then permanently delete it from your system. Any disclosure, copying, distribution or use of the information contained in, or attached to, this message, is strictly prohibited.



CERTIFICATE OF COVERAGE

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

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

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

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

Participating Member: Primex3 Members as per attached Schedule of Members Property & Liability Program		Member Number:		Company Affording Coverage: NH Public Risk Management Exchange - Primex ³ Bow Brook Place 46 Donovan Street Concord, NH 03301-2624	
X	Type of Coverage	Effective Date (mm/dd/yyyy)	Expiration Date (mm/dd/yyyy)	Limits - NH Statutory Limits May Apply if Not	Limits - NH Statutory Limits May Apply if Not
	General Liability (Occurrence Form) Professional Liability (describe) <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence	1/1/2020	1/1/2021	Each Occurrence \$ 5,000,000 General Aggregate \$ 5,000,000 Fire Damage (Any one fire) Med Exp (Any one person)	
	Automobile Liability Deductible Comp and Coll: <input type="checkbox"/> Any auto			Combined Single Limit (Each Accident) Aggregate	
	Workers' Compensation & Employers' Liability			Statutory Each Accident Disease - Each Employee Disease - Policy Limit	
	Property (Special Risk Includes Fire and Theft)			Blanket Limit, Replacement Cost (unless otherwise stated)	
Description: Proof of Primex Member coverage only.					

CERTIFICATE HOLDER:	Additional Covered Party	Loss Payee	Primex ³ - NH Public Risk Management Exchange
NH Dept of Safety 33 Hazen Dr. Concord, NH 03301			By: <i>Mary Est. Powell</i>
			Date: 12/18/2019 mpurcell@nhprimex.org Please direct inquires to: Primex ³ Claims/Coverage Services 603-225-2841 phone 603-228-3833 fax

Property & Liability Member	Member #
Bay Sewage District	558
Belknap County	607
Capital Area Fire Compact	546
Carroll County	600
Cheshire County	601
City of Claremont	141
Conway Village Fire District	526
Emerald Lake Village District	535
Kearsarge Lighting Precinct	484
Lakes Region Mutual Fire Aid	529
Lamprey Regional Solid Waste	505
Littleton Water & Light	524
Lower Beech Pond Village District	483
Merrimack County	604
Milford Area Communications Center	545
NH Public Risk Management Exchange	573
North Conway Water Precinct	557
Pembroke Water Works	532
Penacook Rescue Squad	531
Plainfield Village Water District	571
Plymouth Village Water & Sewer District	559
Rockingham County	609
Rye Beach Village District	453
Southern New Hampshire Planning Commission	525
Strafford County	605
Strafford County Conservation District	485
Tilton-Northfield Water District	585
Town of Acworth	100
Town of Allenstown	103
Town of Alton	105
Town of Ashland	109
Town of Atkinson	110
Town of Bedford	116
Town of Bethlehem	119
Town of Boscawen	122
Town of Brentwood	125
Town of Bristol	127
Town of Brookline	129
Town of Candia	132
Town of Canterbury	133
Town of Center Harbor	135
Town of Chesterfield	139
Town of Chichester	140
Town of Conway	146
Town of Croydon	148
Town of Deerfield	152
Town of Dublin	157
Town of Dummer	158
Town of Dunbarton	159
Town of East Kingston	161
Town of Easton	162
Town of Effingham	164
Town of Exeter	170
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 Goffstown	181
Town of Greenfield	186



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

Participating Member: Primex3 Members as per attached Schedule of Members Workers' Compensation Program		Member Number:	Company Affording Coverage: NH Public Risk Management Exchange - Primex ² 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 type="checkbox"/> General Liability (Occurrence Form) <input type="checkbox"/> Professional Liability (describe) <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence			Each Occurrence	
			General Aggregate	
			Fire Damage (Any one fire)	
			Med Exp (Any one person)	
<input type="checkbox"/> Automobile Liability Deductible Comp and Coll: <input type="checkbox"/> Any auto			Combined Single Limit (Each Accident)	
			Aggregate	
<input checked="" type="checkbox"/> Workers' Compensation & Employers' Liability	1/1/2020	1/1/2021	<input checked="" type="checkbox"/> Statutory	\$2,000,000
			Each Accident	\$2,000,000
			Disease - Each Employee	
			Disease - Policy Limit	
<input type="checkbox"/> Property (Special Risk includes Fire and Theft)			Blanket Limit, Replacement Cost (unless otherwise stated)	
Description: Proof of Primex Member coverage only.				

CERTIFICATE HOLDER:	Additional Covered Party	Loss Payee	Primex² - NH Public Risk Management Exchange
NH Dept of Safety 33 Hazen Dr. Concord, NH 03301			By: <i>Mary Beth Powell</i>
			Date: 12/18/2019 mpurcell@nhprimex.org Please direct inquires to: Primex ² Claims/Coverage Services 603-225-2841 phone 603-228-3833 fax

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 Gifford	178
Town of Gilmanton	179
Town of Gilsum	180
↘ Town of Goffstown	181
Town of Gorham	182
Town of Goshen	183
Town of Grafton	184
Town of Greenfield	186
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 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 Marlborough	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
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



FEMA

September 19, 2019

Jennifer Harper
Director
Homeland Security and Emergency Management
New Hampshire Department of Safety
33 Hazen Drive
Concord, NH 03305

*Re: FY 2018 Pre-Disaster Mitigation Grant Program
Catalog of Federal Domestic Assistance No. 97.047
Award No. EMB-2019-PC-0004*

Dear Director Harper:

The Federal Emergency Management Agency ("FEMA") has approved the New Hampshire Department of Public Safety, Homeland Security and Emergency Management's ("HSEM") application for financial assistance under the FY 2018 Pre-Disaster Mitigation Grant Program in the amount of \$371,248.35. As a condition of the federal award, HSEM is required to contribute a nonfederal match in the amount of \$123,749.49, or 25% of the total approved project cost of \$494,997.84. This award, numbered EMB-2019-PC-0004, currently includes the following approved projects as further detailed in the agreement articles:

Project Number: PDMC-PL-01-NH-2018-001

Description: Local Hazard Mitigation Plan Updates

Project Cost: \$217,999.00 (federal award \$163,499.25, nonfederal match \$54,499.75)

Subapplicant: New Hampshire Homeland Security and Emergency Management

Award Date: September 19, 2019

Project Number: PDMC-PL-01-NH-2018-002

Description: Local Hazard Mitigation Plan Updates 2

Project Cost: \$231,999.00 (federal award \$173,999.25, nonfederal match \$57,999.75)

Subapplicant: New Hampshire Homeland Security and Emergency Management

Award Date: September 19, 2019

Project Number: PDMC-MC-01-NH-2018-003

Description: Management Costs

Project Cost: \$44,999.84 (federal award \$33,749.85, nonfederal match \$11,249.99)

Subapplicant: New Hampshire Homeland Security and Emergency Management


Award Date: September 19, 2019

By accepting this award, you acknowledge that the terms of the following documents are incorporated into the terms of this award:

- Grant agreement articles (attached to this award letter)
- Obligating document, FEMA Form 76-10A (attached to this award letter)
- Record of Environmental Consideration (attached to this award letter)
- FY 2018 Pre-Disaster Mitigation Grant Program Notice of Funding Opportunity

If you have any questions, please contact Jason Kennedy, Grants Management Specialist, at (617) 956-7678.

Sincerely,


Captain W. Russ Webster, USCG (Ret.), CEM
Regional Administrator
FEMA Region I

WRW:tan

cc: Fallon Reed, Planning Chief, NH HSEM
Whitney Welch, Assistant Planning Chief, NH HSEM
Kayla Henderson, State Hazard Mitigation Planner, NH HSEM

Enclosures