



State of New Hampshire

DEPARTMENT OF SAFETY
OFFICE OF THE COMMISSIONER

33 HAZEN DR. CONCORD, NH 03305

603/271-2791

JOHN J. BARTHELMES
COMMISSIONER

October 19, 2012

His Excellency, Governor John H. Lynch
and the Honorable Council
State House
Concord, New Hampshire 03301

Requested Action

Pursuant to RSA 21-P:43, the Department of Safety, Division of Homeland Security and Emergency Management requests authorization to enter into a grant agreement with the Town of Goffstown (VC#177395-B001) to enhance the Public Works Department's radio system by purchasing mobile radios, portable radios, base radios and repeaters for a total amount of \$53,790.00. Effective upon Governor and Executive Council approval through September 30, 2013. Funding source: 100% Federal Funds.

Funding is available in the SFY 2013 operating budget as follows:

02-23-23-236010-80920000	Dept. of Safety	Homeland Sec-Emer Mgmt	100% EMPG Local Match
072-500574	Grants to Local Gov't - Federal		
Activity Code: 23EM108092			\$53,790.00

Explanation

The grant listed above is funded from the FFY'10 Emergency Management Performance Grant (EMPG), which was awarded to the Department of Safety, Division of Homeland Security and Emergency Management (HSEM) from the Federal Emergency Management Agency (FEMA). The grant funds are to be used to measurably improve all-hazard planning and preparedness capabilities/activities, to include mitigation, preparedness, response, and recovery initiatives at the state and local level. Grant guidance and applications are sent out to all Emergency Management Directors and other qualified organizations in the State. Grantees submit applications to this office, which are reviewed and approved by the HSEM Planning Chief, Assistant Planning Chief and Field Representatives. The criteria for approval are based on grant eligibility in accordance with FFY'10 grant guidance and the documented needs of the local jurisdictions; a copy of this guidance is attached.

The Emergency Management Performance Grants are 50% federally funded by FEMA with a 50% match requirement supplied by the grantee. The grantee acknowledges their match obligation as part of Exhibit A to their grant agreement.

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

New Hampshire Homeland Security and Emergency Management Emergency Management Performance Grant Guidance FY 2010

Emergency Management Performance Grant (EMPG) funding is available to local communities and eligible agencies for projects that fall into two general areas of Emergency Management: Planning and Mitigation. Planning activities also include Training activities, Drills and Exercises, and Emergency Management Administration. This Grant provides a maximum of 50% of requested funds for eligible projects. Contact your New Hampshire Homeland Security and Emergency Management (NH HSEM) Field Representative for additional information and an application.

The following list of possible projects and activities is meant to guide you in selecting projects for an EMPG grant submission. This list of suggested projects is not intended to be all-inclusive. Local communities or agencies may have other specific projects and activities that reflect specific local needs based on local capability assessments and local hazards.

Planning Activities may include:

- **Update your local Emergency Operations Plan (EOP) using the Emergency Support Function (ESF) format, including a Terrorism Annex. NH HSEM considers this project to be of highest priority. ***
- **Develop an All-Hazard Mitigation Plan for your community, approvable by the Federal Emergency Management Agency (FEMA). ***
- Prepare a hazard mitigation project proposal for submission to NH HSEM.
- Create, revise, or update dam emergency action plans.
- Develop and maintain written duties and responsibilities for Emergency Operations Center (EOC) staff positions and agency representatives (Checklist/Job Action Sheets).
- Develop and maintain a list of private non-profit organizations within your local jurisdiction to ensure that these organizations are included in requests for public assistance funds.
- Develop a Continuity of Operations Plan (COOP)/Continuity of Government Plan (COG), following the DHS program guidance.
- Develop Public Informational Brochure/Pamphlets.
- Develop a local debris management plan.
- Develop a local shelter plan.
- Develop a local evacuation plan, following the DHS program guidance.
- Recovery Planning, following the DHS program guidance.

*** A community will have two plans in place before NH HSEM will consider funding other projects; an updated ESF style EOP, with a Terrorism Annex and a FEMA approvable All-Hazard Mitigation Plan.**

Training Activities may include:

- Staff members attend training courses at the Emergency Management Institute.
- Staff members attend a “field delivered” training course conducted by NH HSEM.
- Staff members attend other local, state, or nationally sponsored training event, which provides skills or knowledge relevant to emergency management.
- Staff members complete one or more FEMA Independent Study Courses.
- Identify and train a pre-identified local damage assessment team.
- NIMS Training/ICS Training

Drills and Exercises may include:

- Conduct multi-agency EOC exercise (tabletop or functional) and forward report to include after action reports to NH HSEM (external evaluation of exercise is strongly encouraged). Drills or Exercises might involve any of the following scenarios:
 - Hurricane Exercise
 - Terrorism Exercise
 - Severe Storm Exercise
- Conduct a communications exercise.
- Participate in a multi-state or multi-jurisdictional exercise and forward exercise report to NH HSEM.
- Observe or evaluate a State or local exercise outside your local jurisdiction.
- Assist local agencies and commercial enterprises (nursing homes, dams, prisons, schools, etc.) in developing, executing and evaluating their exercise.
- Assist local hospitals in developing, executing and evaluating mass care, hazmat, terrorism, and special events exercises.

Administrative Projects and activities may include:

- Maintain an Emergency Operations Center and alternate EOC capable of accommodating staff to respond to local emergencies.
- Establish and maintain a call-down list for EOC staff.
- Establish and maintain emergency response/recovery resource lists.
- Develop or update Emergency Management mutual aid agreements with a focus on damage assessment, debris removal, etc.
- Logistics and Resource Management, following the DHS program guidance.
- Develop and maintain written duties and responsibilities for EOC staff positions and agency representatives.
- Develop or update procedures for tracking of disaster-related expenses by local agencies.

Mitigation Activities may include:

- Brick and Mortar projects, such as, installing drainage ditches, enlarging culverts, or installing riprap. No annual maintenance activities allowed, such as brush removal, or drainage clearing.
- Communications activities, such as communications studies, compatibility studies, and/or purchasing of communications equipment for interoperability.

Equipment Purchases:

- Only equipment listed on the Department of Homeland Security Authorized Equipment List (DHS AEL) (www.rkb.mipt.org) is eligible for funding. And only those that fall within the following categories are eligible under the 2010 EMPG Grant:

- [04] Information Technology
- [05] Cyber Security Enhancement Equipment
- [06] Interoperable Communication Equipment (see note below)
- [07] Detection
- [10] Power
- [11] CBRNE Reference Materials
- [12] CBRNE Incident Response Vehicles
- [14] Physical Security Enhancement Equipment
- [19] CBRNE Logistical Support Equipment
- [21] Other Authorized Equipment

Note: All Interoperable Communication Equipment must follow the standards and equipment information as outlined in SAFECOM's coordinated grant guidance. www.safecomprogram.gov

Items Not Funded:

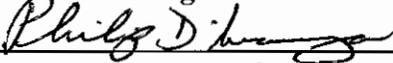
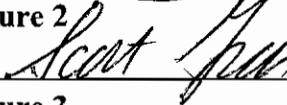
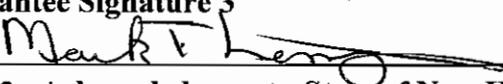
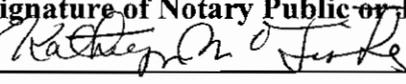
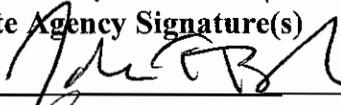
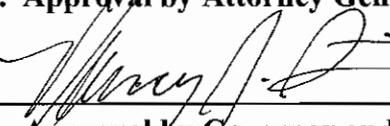
- General administrative projects. Administrative expenses must be directly connected to a specific project.
- The same/similar project will not be funded year after year.

GRANT AGREEMENT

The State of New Hampshire and the Grantee hereby mutually agree as follows:

GENERAL PROVISIONS

1. Identification and Definitions. RO# 133482

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. Grantee Name Town of Goffstown (VC#177395-B001)		1.4. Grantee Address 16 Main Street, Goffstown, NH 03045	
1.5. Effective Date G&C Approval	1.6. Completion Date September 30, 2013	1.7. Audit Date N/A	1.8. Grant Limitation \$ 53,790.00
1.9. Grant Officer for State Agency Cindy Richard		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. Grantee Signature 1 		1.12. Name & Title of Grantee Signor 1 Philip D'Avanza, Selectman	
Grantee Signature 2 		Name & Title of Grantee Signor 2 Scott Gross, Vice Chair of BOS	
Grantee Signature 3 		Name & Title of Grantee Signor 3 Mark T. Lemay, Selectman	
1.13. Acknowledgment: State of New Hampshire, County of Hillsborough, on 10/15/12 before the undersigned officer, personally appeared the person identified in block 1.12., known to me (or satisfactorily proven) to be the person whose name is signed in block 1.11., and acknowledged that he/she executed this document in the capacity indicated in block 1.12.			
1.13.1. Signature of Notary Public or Justice of the Peace (Seal) 			
1.13.2. Name & Title of Notary Public or Justice of the Peace KATHRYN M. FISHER, Notary Public My Commission Expires September 28, 2016			
1.14. State Agency Signature(s) 		1.15. Name & Title of State Agency Signor(s) John T. Beardmore, Director of Administration	
1.16. Approval by Attorney General (Form, Substance and Execution) By:  Assistant Attorney General, On: 10/30/12			
1.17. Approval by Governor and Council 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 Grantee identified in block 1.3 (hereinafter referred to as "the Grantee"), 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 Grantee 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 in block 1.5 or on the date of approval of this Agreement by the Governor and Council of the State of New Hampshire whichever is later (hereinafter referred to as "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 1.6 (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 Grantee the Grant Amount. The State shall withhold from the amount otherwise payable to the Grantee 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 Grantee for all expenses, of whatever nature, incurred by the Grantee in the performance hereof, and shall be the only, and the complete, compensation to the Grantee for the Project. The State shall have no liabilities to the Grantee 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 GRANTEE WITH LAWS AND REGULATIONS. In connection with the performance of the Project, the Grantee 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 Grantee, including the acquisition of any and all necessary permits.
7. RECORDS and ACCOUNTS.
- 7.1. Between the Effective Date and the date seven (7) years after the Completion Date the Grantee 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 seven (7) years after the Completion Date, at any time during the Grantee's normal business hours, and as often as the State shall demand, the Grantee shall make available to the State all records pertaining to matters covered by this Agreement. The Grantee 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, "Grantee" includes all persons, natural or fictional, affiliated with, controlled by, or under common ownership with, the entity identified as the Grantee in block 1.3 of these general provisions.
8. PERSONNEL.
- 8.1. The Grantee shall, at its own expense, provide all personnel necessary to perform the Project. The Grantee 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 Grantee 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.
- 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 Grantee 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 Grantee notice of such termination.
 11. EVENT OF DEFAULT: REMEDIES.
 - 11.1. Any one or more of the following acts or omissions of the Grantee 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 Grantee 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 Grantee notice of termination; and
 - 11.2.2 Give the Grantee 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 grantee during the period from the date of such notice until such time as the State determines that the Grantee has cured the Event of Default shall never be paid to the Grantee; and
 - 11.2.3 Set off against any other obligation the State may owe to the Grantee 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 Grantee 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 Grantee 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 Grantee from any and all liability for damages sustained or incurred by the State as a result of the Grantee'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 Grantee hereunder, the Grantee, may terminate this Agreement without cause upon thirty (30) days written notice.
 13. CONFLICT OF INTEREST. No officer, member of employee of the Grantee, 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

Grantee Initials P.D.

Date 10-15-12

- 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. GRANTEE'S RELATION TO THE STATE. In the performance of this Agreement the Grantee, its employees, and any subcontractor or subgrantee of the Grantee are in all respects independent contractors, and are neither agents nor employees of the State. Neither the Grantee 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.
15. ASSIGNMENT AND SUBCONTRACTS. The Grantee 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 Grantee other than as set forth in Exhibit A without the prior written consent of the State.
16. INDEMNIFICATION. The Grantee 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 Grantee or Subcontractor, or subgrantee or other agent of the Grantee. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant shall survive the termination of this agreement.
17. INSURANCE AND BOND.
- 17.1 The Grantee 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:
- 17.1.1 Statutory workmen's compensation and employees liability insurance for all employees engaged in the performance of the Project, and
- 17.1.2 Comprehensive public liability insurance against all claims of bodily injuries, death or property damage, in amounts not less than \$2,000,000 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 Grantee.
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.
21. CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be construed in accordance with the law of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assignees. The captions and contents of the "subject" blank are used only as a matter of convenience, and are not to be considered a part of this Agreement or to be used in determining the intent of the parties hereto.
22. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.
23. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings relating hereto.
24. SPECIAL PROVISIONS. The additional provisions set forth in Exhibit C hereto are incorporated as part of this agreement.

EXHIBIT A

Scope of 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 Grantee") \$53,790.00 for the upgrade of the Public Works Department's radio system to include the purchase of mobile radios, base radios, portable radios and repeaters.
2. "The Grantee" agrees that the project grant period ends September 30, 2013 and that a final performance and expenditure report will be sent to "the State" by October 31, 2013.
3. "The Grantee" agrees to comply with all applicable federal and state laws, rules, regulations, and requirements.
4. "The Grantee" shall maintain financial records, supporting documents, and all other pertinent records for a period of seven (7) years from the grant period end date. In these records, "the Grantee" shall maintain documentation of the 50% cost share required by this grant.

Grantee Initials

P.D.

Page 4 of 6

Date

10/15/13

EXHIBIT B

Grant Amount and Method of Payment

1. **GRANT AMOUNT**

	Applicant	Grant	
	Share	(Federal Funds)	Cost Totals
Project Cost	\$53,790.00	\$53,790.00	\$107,580.00
The Project Cost is 50% Federal Funds, 50% Applicant Share.			

2. **PAYMENT SCHEDULE**

- a. "The Grantee" agrees the total payment by "the State" under this grant agreement shall be up to \$53,790.00.
- b. "The State" shall reimburse up to \$53,790.00 to "the Grantee" upon "the State" receiving appropriate documentation of expended funds from "the Grantee".

Grantee Initials P.D.
Page 5 of 6

Date 10-15-18

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 Grantee" 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 Grantee" must be expended within 30 days of receiving the advanced funds.
4. The "Grantee" agrees to have an audit conducted in compliance with OMB Circular A-133, if applicable. If a compliance audit is not required, at the end of each audit period "the Grantee" will certify in writing that they have not expended the amount of federal funds that would require a compliance audit (\$500,000). If required, they will forward for review and clearance a copy of the completed audit(s) to "the State".

Additionally, "the Grantee" has or will notify their auditor of the above requirements prior to performance of the audit. "The Grantee" 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 Grantee" will advise the auditor to cite specifically that the audit was done in accordance with OMB Circular A-133. "The Grantee" will also ensure that all records concerning this grant will be kept on file for a minimum of seven (7) years from the end of this audit period.

Grantee Initials

P.D

Page 6 of 6

Date

82

10-15-18

**Goffstown Board of Selectmen Meeting Minutes
October 15, 2012**

6:04 PM Call to Order by Vice Chairman Gross

PRESENT: Vice Chairman Scott Gross, Selectman Collis Adams, Selectman Philip D'Avanza, Selectman Mark Lemay, Town Administrator Sue Desruisseaux, Executive Secretary Kathryn Fisher, GTV Cameraman Andrew White, Police Chief Patrick Sullivan, Fire Chief Richard O'Brien, DPW Director Carl Quiram, Eric Mitchell and Sally Argeriou.
Present later: Parks & Recreation Director Rick Wilhelmi

Absent: Chairman David Pierce

PLEDGE OF ALLEGIANCE

Vice Chairman Gross announced that Chairman Pierce is out of town tonight and I will be acting as the chairman.

ACCEPTANCE OF THE MINUTES OF OCTOBER 1, 2012:

Vice Chairman Gross asked if in the absence of Chairman Pierce, the Board would like to defer the minutes until next week. The Board agreed to defer the acceptance/correction of the minutes of October 1, 2012 until next week when Chairman Pierce would be in attendance.

ACCEPTANCE OF THE MINUTES OF OCTOBER 2, 2012 (Joint Meeting BOS/School Board):

The Board also deferred the acceptance/correction of the minutes of October 2, 2012 until next week.

ANNOUNCEMENTS:

Drawdown of Lakes:

Vice Chairman Gross said once again the State has announced the draw down of lakes. They will be drawing down Glen Lake/Greggs Falls on October 27th. We typically let people know for boaters and things of that nature.

Traffic Alert – Main Street Sidewalk Work:

Vice Chairman Gross announced there is a traffic alert. Goffstown Public Works Department announces they will be doing sidewalk construction on Main Street. That is between Elm Street and Factory Street. Work is expected to begin this coming Wednesday, October 17th. Work will typically be done between the hours of 7 a.m. to 5 p.m. It should take about 6 weeks to complete. There will be two lanes of traffic which will be maintained as much as possible during construction and delays are to be expected in the work zone. Some on street parking will be blocked off to accommodate work areas but all businesses will be open. Just to let everyone know sections of sidewalks will be obstructed which may impact pedestrian movement and motorists are urged to use caution for pedestrians who may be in and around affected sections. If you have any questions contact Meghan Theriault at 497-3617, Ext. 280. Or go to the Town's website: www.goffstown.com

2012 Voters' Guide:

Goffstown Board of Selectmen Meeting Minutes
October 15, 2012

Chairman Gross said the key is options. I would like the option of a Road bond. Let's look at those numbers and would they would look like and how it could work. And what are the pros and cons he said. We should look at what is mission critical. The needs vs. things that might be put off he added. He noted that retirement costs are going up considerably. What was our portion, was it \$200,000? Sue said I don't have that number – it's all broken down. Its maybe \$140,000 town wide said Sue. Vice Chairman Gross said the increase in assessment values is ½% (revenue growth capacity). We'll also have a premium holiday and the increase for insurance costs is less. Most lines are level funded and the big ticket items are CIP said Vice Chairman Gross.

Sue said its \$67,000 this year and its \$68,000, \$20,000 and \$17,000 next year. Vice chairman Gross said so over \$100,000. Sue said that has nothing to do with a pending case that's being appealed. Sue said it's based on a 2011 surplus.

Vice Chairman Gross said we met with the School Board. We discussed capital items. The School Board discussed theirs. They are unsure of what they might put on the ballot. They are not sure on certain items from last year. We also discussed continuing the discussion. I thought the consensus was the Chairman and the Budget Committee Rep would get together. He suggested Sue and Stacy (School Superintendent) be part of that second discussion. Selectman Adams pointed out that the School Board didn't have their numbers yet Sue said they'll present to the Budget Committee on Nov. 7th. Vice Chairman Gross said they are in the same situation. They have 3 bargaining units and many employees. Their relevant costs will be much higher he said.

The Board then recessed at 6:51 p.m.

The Board reconvened at 7:00 p.m.

PUBLIC HEARING – ACCEPT AND EXPEND GRANT – DPW RADIO UPGRADE:

DPW Director Carl Quiram was present to speak to the Board about the grant.

Vice Chairman Gross opened the public hearing at 7:02 p.m.

Vice Chairman identified the public hearing as a request to accept and expend \$53,790 for an Emergency Management Performance Grant from NH Dept. of Homeland Security and Emergency Management for the upgrade of the Public Works Department's radio system. He said this is an extension of the grants we have obtained for the Police and Fire Departments. We also need to upgrade the DPW radios. And now we've received this grant he said.

Vice Chairman Gross asked if there was any public comment. He observed that there was no public present so there was no public comment. He then asked if the Board had any comments? The Board had no comment.

Vice Chairman Gross closed the public hearing at 7:04 p.m.



**Goffstown Board of Selectmen Meeting Minutes
October 15, 2012**

union because you are in the last year of negotiations. I understand that, it's difficult to get everyone on the same cycle said Vice Chairman Gross. Vice Chairman Gross asked is there anyone else who wants to look at the numbers. Selectman Lemay said he'd like to look at the numbers. Selectman D'Avanza agreed to look at the numbers but thought they should do all of them at one time (union and non-union). Vice Chairman Gross said he respected Selectman D'Avanza's opinion.

Vice Chairman Gross explained that right now we do a cafeteria rate which takes into consideration the average of two plans. And then one of them is an HMO and one of them is a POS (point of service). Do we want to take a look at changes whether it be to prescription drug plans? What it would be if we went to a different driver of costs asked Vice Chairman Gross? Selectman D'Avanza said I thought we were told we are not the most expensive healthcare plan? Vice Chairman Gross said that is correct. Sue responded we were told we were average. Vice Chairman Gross said I respect that... Selectman D'Avanza said I think that's an important thing to keep in mind because if we were at an expensive plan it would be a top priority. I think doing it incrementally and all together works best. Vice Chairman Gross said my take on this is we need to take a look at all of this. It's hundreds of thousands of dollars over 5 and 10 year periods of time. If we just keep on punting this ball and saying well we are with everybody else...we are also only at an 8 - 10% commercial tax base whether other communities have higher. We are unique in that respect. He then looked that the material the Board had been given for a high deductible plan (Lumenios) which I hate to say it - a lot of people who don't work for the government - have this plan. There are opportunities I think to provide our employees with an HSA or other mechanisms where we cover that - the high deductible. There are many employers who do that. If you had a \$2,000 deductible they would cover a thousand dollars of that right off the bat. The cost of this is significantly less than others. It makes you a better consumer in my opinion for your medical dollar and what you are spending said Vice Chairman Gross. Selectman D'Avanza pointed out that the pilot program that we are going on does exactly what you are suggesting. Sue said making our consumers better shoppers. Vice Chairman Gross noted that's a voluntary plan. I know I'm in the majority on this one and I'm fine with it. It is what it is.

Vice Chairman Gross asked the Board do we have everything we need right now? The Board said they did.

PUBLIC COMMENT - SECOND SESSION: Not held.

8:45 PM Selectman D'Avanza moved, Selectman Adams seconded to adjourn. Vice Chairman Gross-aye; Selectman Adams-aye; Selectman D'Avanza-aye; Selectman Lemay-aye. Passed: 4-0-0.

Respectfully submitted,
Kathryn M. Fisher, Executive Secretary

Approved by the Board on 10/22/12 with a correction on page 6 in the fourth paragraph, first sentence to change "will" to "with".

CERTIFICATE OF COVERAGE

This certificate evidences the limits of liability in effect at the inception of the Member Agreement(s) described below. This certificate is issued as a matter of information only and confers no rights on the certificate holder and does not amend, extend or alter the coverage afforded by the Member Agreement(s); except to the extent provided in the additional covered party box or loss payee box below, if checked.

THIS IS TO CERTIFY THAT THE MEMBER NAMED BELOW IS A PARTICIPATING MEMBER OF EITHER OR BOTH OF THE COMPANIES AND THAT A MEMBER AGREEMENT(S) HAS BEEN ISSUED TO THE MEMBER FOR THE AGREEMENT TERM(S) INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE COVERAGE AFFORDED BY THE MEMBER AGREEMENT(S) IS SUBJECT TO ALL THE EXCLUSIONS, EXTENSIONS, TERMS AND CONDITIONS OF SUCH MEMBER AGREEMENT(S). AGGREGATE LIMITS MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Participating Member: All Members List Attached		Companies Affording Coverage (the "Companies"): Company A: Local Government Center Property-Liability Trust, LLC Company B: Local Government Center Workers' Compensation Trust, LLC P.O. Box 617, Concord, NH 03302-0817													
Coverage (Occurrence basis only)	Effective Date (m/d/yyyy)	Expiration Date (m/d/yyyy)	Limits (subject to applicable NH statutory limits)												
<input checked="" type="checkbox"/> General Liability (Member Agreement Section III.A)	7/1/2012	6/30/2013	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>Each Occurrence</td><td>\$5,000,000</td></tr> <tr><td>General Aggregate</td><td>\$</td></tr> <tr><td>Personal & Adv Injury</td><td>\$</td></tr> <tr><td>Med Exp (any one person)</td><td>\$</td></tr> <tr><td>Products - Comp/Op Agg</td><td>\$</td></tr> <tr><td>Fire Damage (each fire)</td><td>\$</td></tr> </table>	Each Occurrence	\$5,000,000	General Aggregate	\$	Personal & Adv Injury	\$	Med Exp (any one person)	\$	Products - Comp/Op Agg	\$	Fire Damage (each fire)	\$
Each Occurrence	\$5,000,000														
General Aggregate	\$														
Personal & Adv Injury	\$														
Med Exp (any one person)	\$														
Products - Comp/Op Agg	\$														
Fire Damage (each fire)	\$														
<input checked="" type="checkbox"/> Automobile Liability (Member Agreement Section III.A) <input type="checkbox"/> Any Auto <input type="checkbox"/> All Owned Autos <input type="checkbox"/> Scheduled Autos <input type="checkbox"/> Hired Autos <input type="checkbox"/> Non-Owned Autos <input type="checkbox"/> Other _____	7/1/2012	6/30/2013	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>Each Occurrence</td><td>\$5,000,000</td></tr> <tr><td>Bodily Injury (per person)</td><td>\$</td></tr> <tr><td>Bodily Injury (per accident)</td><td>\$</td></tr> <tr><td>Property Damage (per accident)</td><td>\$</td></tr> </table>	Each Occurrence	\$5,000,000	Bodily Injury (per person)	\$	Bodily Injury (per accident)	\$	Property Damage (per accident)	\$				
Each Occurrence	\$5,000,000														
Bodily Injury (per person)	\$														
Bodily Injury (per accident)	\$														
Property Damage (per accident)	\$														
<input type="checkbox"/> Excess Liability			<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>Each Occurrence</td><td>\$ N/A</td></tr> <tr><td>Aggregate</td><td>\$ N/A</td></tr> </table>	Each Occurrence	\$ N/A	Aggregate	\$ N/A								
Each Occurrence	\$ N/A														
Aggregate	\$ N/A														
<input checked="" type="checkbox"/> Property (All Risk including Theft) (Member Agreement Section I) Deductible: \$1,000	7/1/2012	6/30/2013	\$Per scheduled limits and Member Agreement												
<input type="checkbox"/> Workers Compensation (Coverage A) Employers' Liability (Coverage B)			<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td><input type="checkbox"/> Statutory / Cov. A</td><td></td></tr> <tr><td>Each Accident / Cov. B</td><td>\$ 2,000,000</td></tr> <tr><td>Disease -- Each Employee</td><td>\$ 2,000,000</td></tr> <tr><td>Disease -- Policy Limit</td><td>\$ 2,000,000</td></tr> </table>	<input type="checkbox"/> Statutory / Cov. A		Each Accident / Cov. B	\$ 2,000,000	Disease -- Each Employee	\$ 2,000,000	Disease -- Policy Limit	\$ 2,000,000				
<input type="checkbox"/> Statutory / Cov. A															
Each Accident / Cov. B	\$ 2,000,000														
Disease -- Each Employee	\$ 2,000,000														
Disease -- Policy Limit	\$ 2,000,000														
Description: Proof of Coverage.															

CANCELLATION: If any of the above coverages under the Member Agreement are cancelled before the expiration date, the Company will endeavor to mail 30 days written notice to the Certificate Holder named below, but failure to mail such notice shall impose no obligation or liability of any kind upon the Company.

<input type="checkbox"/> Additional Covered Party <input type="checkbox"/> Loss Payee, as his, her or its interests appear		
Coverage for the Additional Covered Party is limited to "bodily injury" or "property damage" caused by, and only to the extent of, the sole negligence of the "Member," and no protection is available for the negligence of others, including the Additional Covered Party and its directors, officers, employees or agents. Available limits of coverage are shared between the "Member" and the Additional Covered Party.*		
Certificate Holder: State of New Hampshire Department of Safety 33 Hazen Drive Concord, NH 03301	Companies By: <u>Debra A. Lewis</u> Authorized Representative Date Issued: <u>7/1/2012</u>	Please direct inquiries to: Debra A. Lewis 603.226.4481

*Terms in quotes are defined in the Member Agreement.

Town of Cornish
Town of Dalton
Town of Danbury
Town of Danville
Town of Deerfield
Town of Deering
Town of Dorchester
Town of Dublin
Town of Dunbarton
Town of East Kingston
Town of Easton
Town of Eaton
Town of Effingham
Town of Enfield
Town of Epping
Town of Epsom
Town of Errol
Town of Fitzwilliam
Town of Fremont
Town of Gilmanton
→ Town of Goffstown
Town of Goshen
Town of Grafton
Town of Greenland
Town of Greenville
Town of Groton
Town of Hampstead
Town of Hampton
Town of Hancock
Town of Hanover
Town of Hart's Location
Town of Hebron
Town of Hill
Town of Hillsborough
Town of Hooksett
Town of Hopkinton
Town of Hudson
Town of Jackson
Town of Jefferson
Town of Kensington
Town of Lancaster
Town of Landaff
Town of Lee
Town of Lempster
Town of Lisbon
Town of Litchfield
Town of Littleton

CERTIFICATE OF COVERAGE

This certificate evidences the limits of liability in effect at the inception of the Member Agreement(s) described below. This certificate is issued as a matter of information only and confers no rights on the certificate holder and does not amend, extend or alter the coverage afforded by the Member Agreement(s); except to the extent provided in the additional covered party box or loss payee box below, if checked.

THIS IS TO CERTIFY THAT THE MEMBER NAMED BELOW IS A PARTICIPATING MEMBER OF EITHER OR BOTH OF THE COMPANIES AND THAT A MEMBER AGREEMENT(S) HAS BEEN ISSUED TO THE MEMBER FOR THE AGREEMENT TERM(S) INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE COVERAGE AFFORDED BY THE MEMBER AGREEMENT(S) IS SUBJECT TO ALL THE EXCLUSIONS, EXTENSIONS, TERMS AND CONDITIONS OF SUCH MEMBER AGREEMENT(S). AGGREGATE LIMITS MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Participating Member: Member Number:	Workers Compensation (List Attached)	Companies Affording Coverage (the "Companies"): Company A: Local Government Center Property-Liability Trust, LLC Company B: Local Government Center Workers' Compensation Trust, LLC P.O. Box 817, Concord, NH 03302-0617	
Coverage (Occurrence Basis Only)	Effective Date (mm/dd/yy)	Expiration Date (mm/dd/yy)	Limits (subject to applicable NH statutory limits)
<input type="checkbox"/> General Liability (Member Agreement Section III.A)			Each Occurrence \$5,000,000 General Aggregate \$ Personal & Adv Injury \$ Med Exp (any one person) \$ Products -Comp/Op Agg \$ Fire Damage (each fire) \$
<input type="checkbox"/> Automobile Liability (Member Agreement Section III.A) <input type="checkbox"/> Any Auto <input type="checkbox"/> All Owned Autos <input type="checkbox"/> Scheduled Autos <input type="checkbox"/> Hired Autos <input type="checkbox"/> Non-Owned Autos <input type="checkbox"/> Other _____			Each Occurrence \$5,000,000 Bodily Injury (per person) \$ Bodily Injury (per accident) \$ Property Damage (per accident) \$
<input type="checkbox"/> Excess Liability			Each Occurrence \$ N/A Aggregate \$ N/A
<input type="checkbox"/> Property (All Risk including Theft) (Member Agreement Section I) Deductible: \$1,000			\$Per scheduled limits and Member Agreement
<input checked="" type="checkbox"/> Workers Compensation (Coverage A) Employers' Liability (Coverage B)	1/1/2012	12/31/2012	<input type="checkbox"/> Statutory / Cov. A Each Accident / Cov. B \$ 2,000,000 Disease - Each Employee \$ 2,000,000 Disease - Policy Limit \$ 2,000,000
Description: Proof of Coverage			

CANCELLATION: If any of the above coverages under the Member Agreement are cancelled before the expiration date, the Company will endeavor to mail 30 days written notice to the Certificate Holder named below, but failure to mail such notice shall impose no obligation or liability of any kind upon the Company.

	<input type="checkbox"/> Additional Covered Party	<input type="checkbox"/> Loss Payee, as his, her or its interests appear
Coverage for the Additional Covered Party is limited to "bodily injury" or "property damage" caused by, and only to the extent of, the sole negligence of the "Member," and no protection is available for the negligence of others, including the Additional Covered Party and its directors, officers, employees or agents. Available limits of coverage are shared between the "Member" and the Additional Covered Party.*		
Certificate Holder: State of New Hampshire Department of Safety 33 Hazen Drive Concord, NH 03301	Companies By: <u>Debra A. Lewis</u> Authorized Representative Date Issued: <u>12/7/2011</u>	Please direct inquiries to: Debra A. Lewis 603.228.4481

*Terms in quotes are defined in the Member Agreement.

CEHA	Town of Center Harbor
CHAR	Town of Charlestown
CHAT	Town of Chatham
CHIC	Town of Chichester
COLE	Town of Colebrook
COLU	Town of Columbia
CONE	Town of Conway
DANB	Town of Danbury
DANV	Town of Danville
DORC	Town of Dorchester
DUBL	Town of Dublin
ENFI	Town of Enfield
EPPI	Town of Epping
EPSO	Town of Epsom
FITZ	Town of Fitzwilliam
GILM	Town of Gilmanton
→GOFF	Town of Goffstown
GROT	Town of Groton
HAMP	Town of Hampton
HAMZ	Town of Hampton Falls
HEBR	Town of Hebron
HILL	Town of Hill
HILS	Town of Hillsborough
JACK	Town of Jackson
LAND	Town of Landaff
LEEE	Town of Lee
LISB	Town of Lisbon
LYME	Town of Lyme
MADB	Town of Madbury
MADI	Town of Madison
MARL	Town of Marlborough
MARW	Town of Marlow
MIDD	Town of Middleton
NECA	Town of New Castle
NEDU	Town of New Durham
NEHA	Town of New Hampton
NELO	Town of New London
NEWB	Town of Newbury
NEWI	Town of Newington
NEWM	Town of Newmarket
NEWT	Town of Newton
OSSI	Town of Ossipee

Section 21-P:43

21-P:43 Appropriations and Authority to Accept Services, Gifts, Grants, and Loans. – Each political subdivision may make appropriations in the manner provided by law for making appropriations for the ordinary expenses of such political subdivision for the payment of expenses of its local organization for emergency management. Whenever the federal government or any federal agency or officer offers to the state, or through the state to any of its political subdivisions, services, equipment, supplies, materials, or funds by way of gift, grant, or loan for purposes of emergency management the state, acting through the governor, commissioner, or such political subdivision, acting with the consent of the governor and through its executive officer, city council, or board of selectmen, may accept such offer, subject to the terms of the offer and the rules and regulations, if any, of the agency making the offer. Whenever any person, firm or corporation offers to the state or to any of its political subdivisions services, equipment, supplies, materials, or funds by way of gift, grant, or loan for purposes of emergency management the state, acting through the governor, or such political subdivision, acting through its executive officer, city council, or board of selectmen, may accept such offer, subject to its terms.

Source. 2002, 257:7, eff. July 1, 2002.