



# State of New Hampshire

DEPARTMENT OF SAFETY  
JAMES H. HAYES BLDG. 33 HAZEN DR.  
CONCORD, N.H. 03305  
(603) 271-2791

EDDIE EDWARDS  
ASSISTANT COMMISSIONER

STEVEN R. LAVOIE  
ASSISTANT COMMISSIONER

ROBERT L. QUINN  
COMMISSIONER

November 25, 2024

His Excellency, Governor Christopher T. Sununu  
and the Honorable Council  
State House  
Concord, New Hampshire 03301

### REQUESTED ACTION

Authorize the Department of Safety, Division of Homeland Security and Emergency Management (HSEM) to enter into a grant agreement with the Town of Goffstown (177395-B001), 16 Main St., Goffstown, NH 03045, in the amount of \$380,509.54 to upgrade and replace the culvert under Montelona Road. Effective upon Governor and Council approval through May 2, 2026. **100% Federal Funds.**

Funding is available in the SFY 2025 operating budget as follows:

|                           |                                 |                 |
|---------------------------|---------------------------------|-----------------|
| 02-23-23-236010-29200000  | Dept. of Safety – HSEM – HMGP   |                 |
| 072-500574                | Grants to Local Gov't - Federal | <u>SFY 2025</u> |
| Activity Code: 23DR4516HM |                                 | \$380,509.54    |

### EXPLANATION

The purpose of this grant is for the Town of Goffstown to replace the existing deteriorated 64-IN by 43-IN corrugated metal pipe-arch carrying Hardy Brook under Montelona Road with a 12-FT by 5-FT concrete box culvert, including full headwalls to prevent slope failure, simulated streambed material to enhance aquatic passage, and widening the stream to match upstream and downstream bank full width. The grant listed above is funded by the Hazard Mitigation Grant Program (HMGP), which was awarded to the Department of Safety, HSEM, from the Federal Emergency Management Agency (FEMA). HMGP provides funding to sub-recipients for cost-effective hazard mitigation activities that complement a comprehensive mitigation program. FEMA provides HMGP funds to states that, in turn, provide sub-grants or contracts for a variety of mitigation activities, such as planning, and the implementation of projects identified through the evaluation of natural hazards.

HMGP is 90% Federally funded by FEMA with a 10% match requirement supplied by the sub-recipient. The sub-recipient acknowledges their match obligation as part of Exhibits B and C to their grant agreement.

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

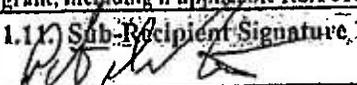
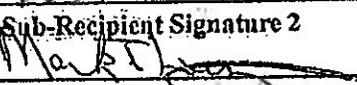
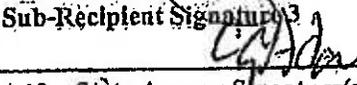
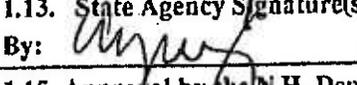
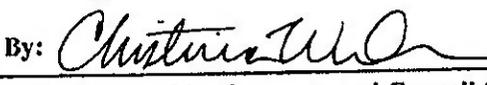
Respectfully submitted,

  
Robert L. Quinn  
Commissioner of Safety

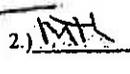
**GRANT AGREEMENT**

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

**1. IDENTIFICATION AND DEFINITIONS**

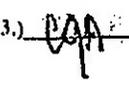
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|--|--|---|--|
| <b>1.1. State Agency Name</b><br>NH Department of Safety, Homeland Security and Emergency Management   |  | <b>1.2. State Agency Address</b><br>33 Hazen Drive<br>Concord, NH 03305   |  |
| <b>1.3. Sub-Recipient Name</b><br>Town of Goffstown (177395-B001)  |  | <b>1.4. Sub-Recipient Address</b><br>16 Main St., Goffstown, NH 03045   |  |
| <b>1.5 Sub-Recipient Tel. #</b><br>603-497-8990  | <b>1.6. Account Number</b><br>AU #29200000 | <b>1.7. Completion Date</b><br>May 2, 2026  | <b>1.8. Grant Limitation</b><br>\$380,509.54 |
| <b>1.9. Grant Officer for State Agency</b><br>Austin Brown, Chief of Mitigation & Recovery   |  | <b>1.10. State Agency Telephone Number</b><br>(603) 271-2231  |  |
| "By signing this form we certify that we have complied with any public meeting requirement for acceptance of this grant, including if applicable RSA 31:95-b." |  |   |  |
| <b>1.11. Sub-Recipient Signature 1</b><br>                                    |  | <b>1.12. Name &amp; Title of Sub-Recipient Signor 1</b><br>CHAIR Select Board Peter UGGIAN                      |  |
| <b>Sub-Recipient Signature 2</b><br>   |  | <b>Name &amp; Title of Sub-Recipient Signor 2</b><br>Select Board MARK T. LEMAY                                 |  |
| <b>Sub-Recipient Signature 3</b><br>  |  | <b>Name &amp; Title of Sub-Recipient Signor 3</b><br>COLLIS ADAMS SELECTMAN                                     |  |
| <b>1.13. State Agency Signature(s)</b><br>By:                               |  | <b>1.14. Name &amp; Title of State Agency Signor(s)</b><br>On: 11/25/24 Amy Newbury, Director of Administration |  |
| <b>1.15. Approval by the N.H. Department of Administration, Division of Personnel (if applicable)</b>  |  |   |  |
| By:  |  | Director, On: / /   |  |
| <b>1.16. Approval by Attorney General (Form, Substance and Execution) (if G &amp; C approval required)</b>   |  |   |  |
| By:   |  | Assistant Attorney General, On: 11/28/2024  |  |
| <b>1.17. Approval by Governor and Council (if applicable)</b>  |  |   |  |
| By:  |  | On: / /   |  |

**2. SERVICES TO BE PERFORMED.** The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly

Subrecipient Initials: 1.)  2.) 

described in the attached EXHIBIT B which is incorporated herein by reference ("Services").

**3. EFFECTIVE DATE/COMPLETION OF SERVICES.**

3.)  Date: 09/23/2024

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.17, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

**4. CONDITIONAL NATURE OF AGREEMENT.**

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds affected by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

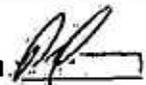
**5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.**

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT C which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision 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 Price Limitation set forth in block 1.8.

Subrecipient Initials: 1.  2. 

**6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.**

6.1 In connection with the performance of the Services, the Contractor shall comply with all applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3 The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

**7. PERSONNEL.**

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

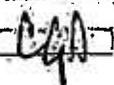
**8. EVENT OF DEFAULT/REMEDIES.**

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

- 8.1.1 failure to perform the Services satisfactorily or on schedule;
- 8.1.2 failure to submit any report required hereunder; and/or
- 8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of

3.  Date: 09/23/2024

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 cured, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor 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 contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 give the Contractor a written notice specifying the Event of Default and set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

8.3. 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 of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default 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 Event of Default on the part of the Contractor.

#### 9. TERMINATION.

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT B. In addition, at the State's discretion, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement.

#### 10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

10.1 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, papers, and documents, all whether finished or unfinished.

10.2 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

Subrecipient Initials: 1.                     

2.                     

shall be returned to the State upon demand or upon termination of this Agreement for any reason.

10.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

**11. CONTRACTOR'S RELATION TO THE STATE.** In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

#### 12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

12.1 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

**13. INDEMNIFICATION.** Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omission of the Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. 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 in paragraph 13 shall survive the termination of this Agreement.

#### 14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 commercial general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate or excess; and

3.                     

Date: 09/23/2024

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 10.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

**15. WORKERS' COMPENSATION.**

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("*Workers' Compensation*").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. The Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. **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 given in blocks 1.2 and 1.4, herein.

17. **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 Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

18. **CHOICE OF LAW AND FORUM.** This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule

of construction shall be applied against or in favor of any party. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

**19. CONFLICTING TERMS.** In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and/or attachments and amendment thereof, the terms of the P-37 (as modified in EXHIBIT A) shall control.

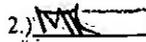
**20. THIRD PARTIES.** The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

**21. HEADINGS.** The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

**22. SPECIAL PROVISIONS.** Additional or modifying provisions set forth in the attached EXHIBIT A are incorporated herein by reference.

**23. SEVERABILITY.** In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

**24. 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 with respect to the subject matter hereof.

Subrecipient Initials: 1.  2. 

3. 

Date: 09/23/2024

**EXHIBIT A**

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" 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. 

2. 

3. 

Date: 09/23/2024

**EXHIBIT B**

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") \$380,509.54 to replace the existing deteriorated 64-IN by 43-IN corrugated metal pipe-arch carrying Hardy Brook under Montelona Road with a 12-FT by 5-FT concrete box culvert, including full headwalls to prevent slope failure, simulated streambed material to enhance aquatic passage, and widening the stream to match upstream and downstream bankfull width.
2. "The Subrecipient" agrees that the project grant period ends on May 2, 2026 and that a final performance and expenditure report will be sent to "the State" by June 2, 2026.
3. "The Subrecipient" agrees to comply with all applicable federal and state laws, rules, regulations, and requirements.
4. "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 Grantee" shall maintain documentation of the 10% cost share required by this grant.
5. "The Subrecipient" agrees to comply with all the Acknowledgement of Programmatic Requirements and the Record of Environmental Considerations.
6. "The Subrecipient" shall participate in a pre-construction initial site visit from FEMA at least 30 days prior to construction commencing.
7. The financial assistance provided for this project is conditioned upon the delivery of the following components: 1.) "The Subrecipient" would use Hazard Mitigation Grant Program (HMGP) funding to replace an existing 64-IN wide by 43-IN-high corrugated metal pipe-arch that carries Hardy Brook under Montelona Road. The existing culvert is in fair to poor condition due to corrosion throughout the invert of the pipe, deformation of the pipe, the downstream end is perched approximately 1 FT, and the existing headwall consists of large dry fit stones which are settling and contain large voids. 2.) The proposed structure would be a 12 FT span by 5 FT rise (2 FT buried) concrete box culvert to increase hydraulic capacity. 3.) The box culvert would include full headwalls to prevent slope failure at the inlet and outlet of the box. 4.) The proposed structure would include simulated streambed material to promote aquatic passage that does not exist today. 5.) The wider structure would increase the span length to widen the stream and better match the upstream and downstream bankfull width.

Subrecipient Initials:

1. Feb

2. MMT

3. CGA

Date: 09/23/2024

**EXHIBIT C**

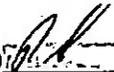
Grant Amount and Payment Schedule

1. GRANT AMOUNT

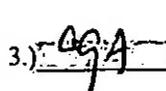
|   | <b>Sub-Applicant Share</b> | <b>Grant (Federal Share)</b> | <b>Cost Totals</b> |
|---|----------------------------|------------------------------|--------------------|
| Project Cost  | \$42,278.84                | \$380,509.54                 | \$422,788.38       |
| Project Cost is 90% Federal Funds, 10% Applicant Share                    |                            |                              |                    |
| Awarding Agency: Federal Emergency Management Agency (FEMA)               |                            |                              |                    |
| Award Title & #: Hazard Mitigation Grant Program (HMGP) 4516DRNHP00000155 |                            |                              |                    |
| Assistance Listings Number: 97.039  |                            |                              |                    |
| Applicant's Unique Entity Identifier (UEI): ME24K5KQJPY9                  |                            |                              |                    |

2. PAYMENT SCHEDULE

- a. "The Subrecipient" agrees the total payment by "the State" under this grant agreement shall be up to \$380,509.54.
- b. "The Subrecipient" shall submit invoices to "the State" with supporting documentation, i.e., copies of purchase orders, vendor invoices, and/or cancelled checks. Upon review and approval of the invoices and supporting match documentation, "the State" will forward the funds to "the Subrecipient". "The Subrecipient" shall expend the grant funds within thirty (30) days and provide proof of this to "the State" within forty-five (45) days.
- c. "The State" shall reimburse up to \$380,509.54 to "the Subrecipient" upon "the State" receiving a reimbursement request with match documentation and appropriate backup documentation (i.e., copies of invoices, copies of canceled checks, and/or copies of accounting statements).
- d. Upon contract approval, allowable match may be incurred for this project from the start of the federal period of performance of this grant, August 5, 2021, to the identified completion date (block 1.7).

Subrecipient Initials: 1.) 

2.) 

3.) 

Date: 9/23/24



**FEMA**

## **Acknowledgment of Programmatic Requirements**

**Major Disaster:** FEMA-4516-DR-NH

**Hazard Mitigation Grant Program Project Number:** 4516-15R

**Project Name:** Goffstown Montelona Road Culvert

**Recipient:** New Hampshire Homeland Security and Emergency Management

**Subrecipient:** Town of Goffstown

**Project Location:** Montelona Road, Goffstown, NH

**Project Coordinates:** Latitude: 43.049355, Longitude: -71.517935

**Project Description / Scope of Work:**

The Town of Goffstown would use Hazard Mitigation Grant Program (HMGP) funding to replace an existing 64-IN wide by 43-IN-high corrugated metal pipe-arch that carries Hardy Brook under Montelona Road. The existing culvert is in fair to poor condition due to corrosion throughout the invert of the pipe, deformation of the pipe, the downstream end is perched approximately 1 FT, and the existing headwall consists of large dry fit stones which are settling and contain large voids.

The proposed structure would be a 12 FT span by 5 FT rise (2 FT buried) concrete box culvert to increase hydraulic capacity. The box culvert would include full headwalls to prevent slope failure at the inlet and outlet of the box. The proposed structure would include simulated streambed material to promote aquatic passage that does not exist today. The wider structure would increase the span length to widen the stream and better match the upstream and downstream bankfull width.

**Federal Funding:** The Federal Award is \$380,509.54, which is 90% of the total approved project cost of \$422,788.38.

**Non-Federal Funding:** As a condition of the Federal Award, the Recipient is required to contribute a Non-Federal match of \$42,278.84 which is 10% of the total approved project cost.

**Approved Non-Federal Match:**

**Source:** Goffstown Capital Improvement Plan

**Type:** Cash

**Description:** The Town of Goffstown will be providing the non-federal cost share via cash match in the amount of \$42,278.84 from the Town of Goffstown Capital Improvement Plan.

The Recipient is responsible for the Non-Federal share and any actual costs that exceed the total approved project cost. The Recipient will follow all Non-Federal matching requirements set forth in applicable law, regulations, and FEMA guidance and in compliance with 2 C.F.R. § 200.306. The Non-Federal match must be available at the time FEMA approves the Federal Award. The Recipient will ensure the Non-Federal cost share, cash and/or third-party in-kind contributions meet all the following criteria:

- Are verifiable from the Non-Federal entity's records;
- Are not included as contributions for any other Federal Award;
- Are necessary and reasonable for accomplishment of project or program objectives;
- Are allowable under Subpart E - Cost Principles;
- Are not paid by the Federal Government under another Federal Award, except where the Federal statute authorizing a program specifically provides that Federal funds made available for such program can be applied to matching or cost sharing requirements of other Federal programs;

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Subrecipient: Town of Goffstown

- Arc provided for in the approved budget when required by the Federal Awarding agency.

**Overview.** The following sections of this document set forth the various terms and conditions for the referenced project above under the Hazard Mitigation Grant Program ("HMGP") with which both the Recipient and Subrecipient must comply. Failure to comply with these terms and conditions could jeopardize the federal funding provided and result in the total or partial termination of the federal award and disallowance of some or all costs.

### **I. General Terms and Conditions**

The Recipient and Subrecipient must comply with the terms and conditions set forth in the FEMA-State Agreement and the 2020 Department of Homeland Security Standard Terms and Conditions.

### **II. Environmental and Historic Preservation Terms and Conditions**

- A. The Recipient and Subrecipient must comply with terms and conditions set forth in the Record of Environmental Consideration ("REC") for the project, see attached.

### **III. Administrative Requirements**

- A. The Recipient will notify the Subrecipient in writing of all the Subaward information as required per 2 CFR 200.332.
- B. The Recipient and Subrecipient must comply with the requirements of 2 C.F.R. Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. This includes, among other things, the requirement to comply with the procurement standards at 2 C.F.R. § 200.317-327.

### **IV. Programmatic Requirements**

Localized flood risk reduction projects are eligible for funding under HMGP. Eligible localized flood risk reduction efforts include measures that reduce flood losses for single structures or facilities, groups of structures, or whole neighborhoods within an isolated or confined drainage area that is not hydraulically linked to another area. Examples of localized flood risk reduction efforts include, but are not limited to:

- Stormwater management projects, including the construction, installation, or improvement of culverts, drainpipes, pumping stations, floodgates, and detention or retention basins.
- Flood protection measures for water and sanitary sewer systems or other utility systems
- Slope stabilization or grading to direct flood waters away from homes, schools, businesses, utilities, or governmental facilities
- Vegetation management for shoreline stabilization (coastal, riverine, riparian, and other littoral zones)
- Flood protection and stabilization measures for roads and bridges

For Flood Risk Reduction Subawards, the Non-Federal entity must comply with:

- The Recipient and Subrecipient must comply with 44 CFR Part 9, Floodplain Management and Protection of Wetlands

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Subrecipient: Town of Goffstown

- The Recipient and Subrecipient must comply with 44 CFR Part 60.3, Flood plain management criteria for flood-prone areas.
  - The Recipient and Subrecipient must comply with 44 CFR Part 206 Subpart N, Hazard Mitigation Grant Program.
  - The Recipient and Subrecipient must comply with the Implementation section in the 2015 Hazard Mitigation Assistance Guidance.
  - The Recipient and Subrecipient must comply with the Implementation section in the Hazard Mitigation Assistance Guidance Addendum.
  - FEMA HMA Monitoring Field Guide
  - HMA project specific Closeout Checklists
- A. The Federal assistance for this Subaward is specifically conditioned upon the completion of the approved scope of work for Goffstown Montelona Road Culvert
- B. The Recipient and Subrecipient must comply with the requirements for the project summarized here: Final H&H must be submitted and approved prior to construction of project.
- C. **Post-Award Federal Requirements**. FEMA must manage and administer the Federal award in a manner so as to ensure that Federal funding is expended, and associated programs are implemented in full accordance with the U.S. Constitution, Federal Law, and public policy requirements.

The Non-Federal entity is responsible for complying with all requirements of the Federal award. For all Federal awards, this includes the provisions of the Federal Funding Accountability and Transparency Act of 2006 (FFATA), which includes requirements on executive compensation, and also requirements implementing the Act for the Non-Federal entity at 2 CFR Part 25 and 2 CFR Part 170. See also statutory requirements for whistleblower protections at 10 U.S.C. 2409, 41 U.S.C. 4712, and 10 U.S.C. 2324, 41 U.S.C. 4304 and 4310.

1. **Approved Estimated Time for Completion**. The approved estimated time for the completion of this project is of twenty two (22) months from date of award.
2. **Subaward Period of Performance**. The Recipient is responsible for setting the subaward Period of Performance Start and End Date to reflect the estimated time of completion proposed in the application, not to exceed the Prime Award period of performance established by FEMA. Any costs incurred outside the period of performance are not allowable. The Subaward period of performance is the time during which the Subrecipient may incur new obligations to carry out the work authorized under the Federal award. The Subaward period of performance end date establishes the point at which the Recipient and all subrecipients may no longer incur any costs under the Federal award, may no longer receive new equipment or services, must complete all work, must start final reconciliation of costs and must start preparation of final reports to be submitted as required to close the Federal award. The closeout period is not part of the sub-award period of performance, costs incurred during the closeout period are not allowed and will not be reimbursed.

A Non-Federal entity, as explained in 75.309, may charge to a Federal Award only allowable costs incurred during the period of performance (except as described in 2 CFR § 200.458) and any costs incurred before FEMA made the Federal Award or the pass-through entity makes a Subaward that were authorized by FEMA or the pass-through entity.

- **Eligible Costs.** Allowable costs are those costs that are necessary and reasonable for the proper and efficient performance and administration of the Federal award. The following line-item breakdown of costs with justification associated with a flood risk reduction project are generally allowable:
  - Engineering services for design and cost estimate preparation
  - Data analyses/investigations directly related to the mitigation project, including geotechnical investigations,
  - Engineering reports and H&H analyses
  - Project administration and construction management
  - Surveying
  - Permitting and/or legal fees
  - Project planning and design activities, including construction verification
  - All construction activities required for project completion
  - Costs related to complying with local utility requirements
  - The cost to obtain a Conditional Letter of Map Revision (CLOMR) or Letter of Map Revision (LOMR), if the project intends to reduce the area of inundation as delineated by the SFHA
- **Non-allowable Property-Related Costs.** Ineligible costs associated with an HMA project, include, but are not limited to:
  - Project components not directly related to the hazard mitigation purpose of the project as described in the 2015 HMA guidance, such as:
    - General geotechnical or hydraulic studies not specifically related to the project site of the proposed mitigation activity
  - Project components not consistent with FEMA-approved performance criteria
  - The cost of any functionality or outfitting not directly required for meeting FEMA-approved performance criteria.

D. **Program Income.** FEMA encourages Non-Federal entities to generate program income to help defray program costs. Program income is gross income received by the Non-Federal entity directly generated by an award-supported activity or earned only as a result of the award during the award POP.

1. **Audit Procedures**

- i. Confirm tracking of program income through reporting procedures and monitoring of reimbursement requests.
- ii. Verification that any program income has been deducted from total project costs as specified in 2 CFR 200.307.

E. **Procurement and Suspension and Debarment.** Grantees should follow the Uniform Guidance procurement requirements found in Title 2 Part 2 of the Code of Federal Regulations, §200.318 through § 200.327 (2 CFR Part 200 Uniform Guidance) unless the State procurement requirements are more restrictive. The HMGP Program follows 2 CFR Section 200.338 standard regarding Procurement, Suspension and Debarment.

1. A non-Federal entity must use one of the following five methods of procurement described at 2 CFR Section 200.320: (1) procurement by micro-purchases, (2) procurement by small purchase procedures, (3) procurement by sealed bids, (4) procurement by competitive

proposals, or (5) procurement by noncompetitive proposals. FEMA may reimburse costs incurred under a contract procured through a non-competitive proposal, also referred to as sole source contract, only when one or more of the following circumstances apply:

- The aggregate dollar amount of services does not exceed the micro-purchase threshold.
- The item is only available from a single source.
- The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation (this exception to competitive procurement is only for work specifically related to the circumstance and only while the circumstances exist). Applicants or subapplicants need to immediately begin the process of competitively procuring similar goods and services and transition to a competitively procured contract as soon as the circumstances cease to exist.
- FEMA or the pass-through entity expressly authorizes a non-competitive proposal in response to a written request from the subapplicant.
- After solicitation of several sources, competition is determined inadequate.

## 2. Audit Procedures

- i. The Recipient must provide the Subrecipient with information on CFR 2 Procurement, Suspension, and Debarment standards. All other non-Federal entities, including subrecipients of a state, must have and follow written procurement procedures that reflect the procurement standards in part 200. This section does not require the non-Federal entity to maintain a contract administration system; it's a matter of an entity's judgment as to how the non-Federal entity is going to maintain oversight of contracts and contractors (See 2 CFR 200.318).
- ii. The Recipient must monitor the Subrecipient contracting throughout the entire Grants Management life cycle 2 CFR 200.329.

F. **Intended Purpose.** Federal award dollars must be used for their intended purpose. Recipients of a Federal award have been awarded funds to carry out the goals and objectives identified in the award. These funds are subject to certain regulations, oversight, and audit. Recipients are stewards of Federal funds, must account for costs and justify expenditures. When a Non-Federal entity receives Federal award dollars they are entrusted with the appropriate expenditure. The following actions are violations to Federal awards and are subject to criminal prosecution, fines, restitution, and civil penalties:

- Charging personal expenses as business expenses against the award.
- Charging for costs which have not been incurred or are not attributable to the award.
- Charging for inflated labor costs or hours, or categories of labor which have not been incurred (for example, fictitious employees, contractors, or consultants).
- Falsifying information in grant applications or contract proposals.
- Billing more than one Federal award or contract for the same work.
- Falsifying test results or other data.
- Substituting approved materials with unauthorized products.
- Misrepresenting a project's status to continue receiving government funds.
- Charging higher rates than those stated or negotiated for in the bid or contract
- Influencing government employees to award a grant or contract to a particular company, family member, or friend.

G. **Subrecipient Monitoring.** The Non-Federal entity is responsible for oversight of the operations of the Federal award supported activities. Upon award and following execution of a Grant Agreement, the Recipient must monitor the Subrecipient to ensure the approved scope of work is implemented in accordance with the approved estimated time of completion of the approved activities and assure compliance with applicable Federal requirements and performance expectations are being achieved.

1. **Audit Procedures**

- i. The Recipient must monitor the Subrecipient throughout the entire Grants Management life cycle, through site visits, desk monitoring via customer service interactions (Contact Log), monthly Progress Reports, and final site visits.
- ii. Ensure that every subaward is clearly identified to the subrecipient as a subaward and includes the following information at the time of the subaward and if any of these data elements change, include the changes in subsequent subaward modification. When some of this information is not available, the pass-through entity must provide the best information available to describe the Federal award and subaward. See Requirements for Pass-through entities 2 CFR § 200.332
- iii. On a quarterly basis, the Recipient must document and show evidence that each individual subaward is being monitored. Reports are distributed by Recipient to FEMA Portfolio and Grants Financial managing unit to collect written confirmation of the review of each subaward

2. **Monitoring Steps**

- o Meet with subrecipient regularly to review subrecipient progress
- o Ensure invoices/financial reports are timely, compliant with the terms of the subaward agreement, accurate, and contain the appropriate certification
- o Obtain Recipient written confirmation/signature approving all payments (Note: Designee refers to the individual whom the Recipient has delegated for subrecipient invoice approval responsibility and who has first-hand knowledge of the Recipient's award(s) and programmatic progress of the subrecipient.)
- o For any questionable expense(s), request additional backup from the subrecipient specific to the charge(s) prior to payment
- o As issues arise report them to FEMA through the Recipient
- o Request additional supporting detail for all financial invoices and expenses in accordance with the subaward terms and conditions
- o Document and retain communications regarding project performance
- o Report any significant issues to FEMA through the Recipient immediately. The Recipient and or FEMA may recommend further action, such as:
  - Withholding payments
  - Corrective Action Plan
  - Performing an audit or site visit
  - Terminating the subaward

H. **Quarterly Performance Reporting.** Progress reports. The Non-Federal entity shall submit a Quarterly Progress Report to FEMA indicating the status and completion date for each measure funded. At a minimum, the Recipient will ensure the Non-Federal performance reports meet the requirements of Form FEMA Form FF-206-F FEMA Form FF-206-F HMGP Quarterly Progress Reports - OMB 1660-0076. Any problems or circumstances affecting completion dates, scope of work, or project costs which

are expected to result in noncompliance with the approved grant conditions shall be described in the report.

- I. **Quarterly Financial Reporting.** the Non-Federal entity Federal must relate financial data and accomplishments to performance goals and objectives of the Federal award. Cost information must be provided to demonstrate cost effective practices (e.g., through unit cost data). Recipient will work with FEMA Portfolio Owner and Grants Financial managing unit.
  
- J. **Amendments.** The most common kinds of amendments are changes to the budget, change of scope requests, and extension requests.
  1. **Budget Amendments.** Before making any change to the FEMA-approved budget for this project, the Recipient must request prior written approval from FEMA where required by 2 C.F.R. § 200.308. If the total HMGP grant award for this declaration has an approved budget greater than the simplified acquisition threshold (currently \$250,000), the Recipient may not transfer funds for non-construction projects among direct cost categories, programs, functions, or activities without prior written approval from FEMA where the cumulative amount of such transfers exceeds or is expected to exceed ten percent (10%) of the total budget for the entire HMGP grant award that FEMA last approved.
    - i. The Recipient must report any deviations from your FEMA approved budget in the first Federal Financial Report (SF-425) you submit following any budget deviation, regardless of whether the budget deviation requires prior written approval. In addition, the Recipient will inform FEMA, as early as possible, when it estimates that it will not utilize the entire amount of the Federal award and have excess funds at the end of the period of performance.
    - ii. The approval of any changes to the budget are entirely committed to FEMA's discretion.
  2. **Scope of Work Amendment.** Any deviation from the approved scope of work is considered a modification and will require FEMA's review and approval. The Recipient may request a change in the scope of work after FEMA approves the Federal award so long as the new scope does not change the nature or total project cost of the activity, the feasibility and effectiveness of the project, or the benefit cost ratio. Any requests for a change in the scope of work must be supported by adequate justification, to include a description of the proposed change, a written explanation of the reason or reasons for the change, an outline of remaining funds available to support the change, a full description of the work necessary to complete activity, and an updated estimated time for completion.
    - i. The approval of any changes to the scope of work are entirely committed to FEMA's discretion.
    - ii. The Recipient must obtain FEMA's approval before the Recipient or Subrecipient commences work on any change in the scope of work for the project.
  3. **Extension Amendment.** If you determine that the work may not be completed and/or deliverables will not be finished within the Subaward period of performance and will exceed the prime award period of performance, a time extension is necessary.

- i. **Estimated Time of Completion.** The approved estimated time for the completion of this project is of **twenty two (22)** months from date of award.
  - ii. The Subrecipient through the Recipient must submit any request to extend the period of performance at least **90** days before the expiration of the prime award period of performance. **Hazard Mitigation Assistance Guidance, Part VI, § D.4.1.** The request must be in writing and must contain:
    - a. Written justification, which includes a written explanation of the reasons for the delay
    - b. Amended schedule in the same format as provided with the approved application and an updated estimated time for completion. At a minimum, the amended schedule should include:
      - i. Approved Activities Description
      - ii. Time Frame in Months
      - iii. Revised Time Frame in Months
      - iv. Actual Completion Date
      - v. Revised Date Completion Date
    - c. An outline of remaining funds available to support the extended period of performance,
    - d. a description of performance measures necessary to complete the activity,
  - iii. FEMA will not process an extension request without justification and the decision to approve any extension request is committed entirely to FEMA's discretion. In order for FEMA to consider a request, the Recipient's performance and financial reports must be current.
  - iv. FEMA will not approve extensions to the period of performance for delays caused by the lack of non-Federal match funding.
- K. **Cost Share.** Cost share is the Non-Federal share of the overall project costs a Recipient grantee is required to contribute. There are two kinds of match requirements, which are cash and in-kind. A cash match requires a cash contribution from the Recipient to the overall project costs. An in-kind match includes the value of non-cash contributions—such as volunteer time and donations—as the Recipient's required contribution.

The Recipient will contribute a Non-Federal cost share of 10% of the total approved project cost. It is understood and agreed that the Subrecipient must provide the minimum amount of cost sharing as stipulated in the Recipient's budget approved by FEMA's Grants Management Specialist.

The Non-Federal entity must maintain written records to support all allowable, reasonable, and necessary costs which are claimed as being its contribution to cost participation, as well as costs to be paid by FEMA. Such records are subject to audit. The basis for determining the value of cash and non-cash contributions must be in accordance with 2 CFR 200.306 Cost Sharing or Matching. Verification of Non-Federal match will be required. If the source of matching funds is changed, prior written FEMA approval is required.

There are two kinds of matches, cash and in-kind. FEMA will request the following supporting documentation for the approved type of match identified in the application to verify the Non-Federal match was met:

- i. **Cash Match.** Cash match can consist of state or local funds, or private or corporate donations. It cannot include funds received from any Federal Government through other grant awards. The match is counted when expended, not when received. During the course of the sub-grant, Subrecipients must document the expenditures paid for with cash match to demonstrate that the funds were spent on eligible activities. The Recipient is responsible for monitoring the Subrecipient match.
- ii. **In-kind Match.** In-kind match must be necessary and reasonable to accomplish the approved SOW objectives. Show how the value of each contribution was determined by documenting the following:
  - For donated goods,
    - ✓ provide a description and number of items
    - ✓ date provided, and
    - ✓ the total fair market value of the items;
  - ✓ For facilities,
    - ✓ the published rental rate and hours or dates the facility was used.
  - For volunteer services (one person per form),
    - ✓ list the number of hours worked,
    - ✓ date(s) of service,
    - ✓ type of service, and
    - ✓ rate of pay.
  - For Subrecipient provided services (one person per form),  
Costs not directly covered in Subaward budget with federal dollars.
    - ✓ list the number of hours worked,
    - ✓ date(s) of service,
    - ✓ type of service, and
    - ✓ rate of pay.

All in-kind items reported must:

- Be provided by a third-party, either an individual or an organization, not the grant recipient.
- Be for allowable costs and activities that were included in your approved project budget.
- Be supported by documentation that corroborates the fair market value of the goods or services provided.
- While you may use allowable third-party in-kind contributions to meet the matching requirement for your award, you cannot be reimbursed by the HMGP for in-kind donations.

Additional guidance regarding in-kind contributions is located in 2 CFR 200 Uniform Guidance. See especially, 2 CFR §200.306 Cost sharing or matching (b), (d) – (j).

L. **Audit Procedures**

- i. The Recipient will verify that the required matching contributions were met.
- ii. The Recipient will ascertain the sources of matching contributions and perform tests to verify they were from an allowable source

- iii. The Recipient will reconcile records to verify that the values placed on in-kind contributions (including third-party contributions) are in accordance with 2 CFR 200.306, program regulations, and the terms of the award.

M. **Subaward Closeout Requirements.** The Non-Federal entity must liquidate all financial obligations and submit a complete closeout request, to include all final closeout reports no later than 90 calendar days after the end date of the POP as stated in 2 C.F.R. § 200.343 (2020), or 90 calendar days from work completion, whichever occurs first. Costs incurred during this regulatory period are not allowed and will not be reimbursed.

FEMA will review all closeout documentation for completeness and compliance. If an incomplete closeout request is submitted, FEMA will send the Recipient a request for additional supporting documentation.

If the Recipient fails to comply with the closeout reporting and liquidation requirements within the timelines established, FEMA may, after notifying the Recipient, take unilateral action to administratively close the Federal award and/or take other remedies for noncompliance with 2 C.F.R. § 200.339. This may result in the Recipient returning or foregoing assistance payments, enhanced monitoring in other grant awards, imposition of other specific conditions, or some combination pursuant to 2 C.F.R. § 200.339.

The Non-Federal entity will comply and will provide the closeout requirements summarized here:

1. The Recipient must submit a final payment of claim and supporting documentation for this project in accordance with 44 C.F.R. § 206.438 and Hazard Mitigation Assistance Guidance (2015).
2. A completed HMA Closeout Checklist
3. As required by 44 CFR 206.438(d), the Recipient will submit a letter signed by the Governor's Representative or equivalent certifying:
  - i. The project was completed as outlined in the approved scope of work (SOW)
  - ii. The reported costs were incurred in the performance of eligible work
  - iii. The approved work was completed, and the mitigation measure is compliant with the provisions of the FEMA-State Agreement (for HMGP)
  - iv. A statement identifying what action was taken to address each environmental condition or explain why an action was not required.
    - a. Submit required permits, notices, correspondence, or other relevant documentation outlined in the environmental project conditions (if applicable).
  - v. A Duplication of Benefit review was completed. The Recipient will complete a Duplication of Benefits review to ensure that the subrecipient did not receive Federal assistance for the same purpose from another source.
  - vi. A Duplication of Programs search was performed to ensure that the subrecipient did not receive Federal assistance for the same purpose from another source.
  - vii. A program income review was completed. The Non-Federal entity will complete a program income review to ensure that the subrecipient deducts this income from total project costs as specified in 2 CFR Sections 200.80 and 2 CFR 200.307.
4. The Non-Federal entity will submit a final financial report. The Non-Federal entity must ensure that all financial reports have been submitted.

- i. The Non-Federal entity must perform a financial reconciliation to determine whether a de-obligation is needed. If a de-obligation is needed, the Non-Federal entity must identify the line item from the final itemized budget summary.
  - ii. Ensure submitted expenses are eligible and all costs were incurred during the Period of Performance.
5. The Non-Federal entity will submit a final itemized budget summary that includes the Federal share disbursed, Non-Federal match, identify a line item of any Federal funds to be de-obligated, and final total project cost incurred. The Final budget and total project cost must be submitted in the same format as submitted in the approved application.
  - i. Ensure the Non-Federal match is correct and properly documented.
6. The Non-Federal entity will submit a final Quarterly Progress Report. The Non-Federal entity must ensure that all Quarterly Progress Reports have been submitted.
7. The Non-Federal entity must be prepared for possible audits of the closed project.
8. Verify that all required Subaward activities have been accomplished in accordance with all programmatic guidance and proper grants management practices.

**Closeout Extension.** The Subrecipient through the Recipient must submit a request to extend the regulatory closeout period at least 90 days before the closeout period end date. The request must be in writing, adequately justified, and at a minimum must contain the following:

- Time Frame in Months
- Reason for the delay
- A description of performance measures necessary to complete the closeout activities.
- Closeout Activities Description
  - Project specific closeout checklist, final progress report, final site visit report, financial; reconciliation, non-federal match supporting documentation, final budget)
- Subaward (Project Number)
- Federal Share Amount
- Non-Federal Share Amount
- Federal Share Balance
- Amount to be de-obligated
- Reimbursement Status
- Proposed Date of Closeout Package

Project Title: Goffstown Montclona Road Culvert

FEMA Grants Management Specialist: Austin Lizotte

Recipient: New Hampshire Homeland Security and  
Emergency Management

Subrecipient: Town of Goffstown

V. Acknowledgements

Robert M. Booth

Signature Recipient

Robert M. Booth, Director

Print Name and Title

30 August 2024

Date

Adam Jacobs

Signature Subrecipient

ADAM JACOBS, DIRECTOR OF PUBLIC WORKS

Print Name and Title

9/9/24

Date

GOFFSTOWN SELECT BOARD  
MINUTES TO MEETING OF SEPTEMBER 23, 2024

In attendance were Chairman Peter Georgantas, Vice Chairwoman Kelly Boyer. Selectman Collis Adams, Selectman Jim Craig, Selectman Mark Lemay, Town Administrator Derek Horne, and Assistant Town Administrator Danielle Basora.

**6:00 PM CALL TO ORDER/PLEDGE OF ALLEGIANCE**

Chairman Georgantas called the meeting to order at 6:00 p.m. and led the Board and audience in the Pledge of Allegiance.

**ACCEPTANCE/CORRECTION OF MINUTES**

*Selectman Lemay made a motion to approve the public minutes of 08/26/2024. Vice Chairwoman Boyer seconded the motion. VOTE: 5-0-0. All in favor. Motion carries.*

*Selectman Lemay made a motion to approve the public and non-public minutes of 09/09/2024. Vice Chairwoman Boyer seconded the motion. VOTE: 5-0-0. All in favor. Motion carries.*

**ANNOUNCEMENTS**

Chairman Georgantas read an announce about the fall drawdown of Namaske Lake and an upcoming informational session about Kelley Falls and Namaske Lake. The New Hampshire Department of Environmental Services (NHDES), Dam Bureau is holding a public informational meeting to discuss the details and to answer questions concerning the current status of Kelley Falls Dam and the drawdown of Namaske Lake. This meeting will occur on Monday, September 30, 2024, at 7:00pm at the Hieber Theater at Goffstown High School located at 27 Wallace Road. For more information, please contact Corey Clark, NHDES Dam Bureau. Contact information can be found under the News & Announcements on the Town website ([www.GoffstownNH.gov](http://www.GoffstownNH.gov)).

**PUBLIC COMMENT**

The Chairman asked for anyone with Public Comment. There were no members of the public for public comment.

**TOWN MODERATOR**

**Proposed Ordinance Regulating Electioneering at Polling Places**

Rodney Stark, Town Moderator, read a statement into the record. For 44 years I've had the privilege of serving as the moderator for the town of Goffstown on election days. I preside over the polls as chief election officer. Goffstown has two polling locations; Goffstown High School, which is known as District One; and Bartlett Elementary School, which is known as District Five. I am fortunate to have Lionel Coulon serve as my longtime assistant moderator at Bartlett. Before each election it is my responsibility to work with the Selectmen and other election officials to ensure that the polling places are properly arranged and accessible. I work with the Selectmen, the Clerk, and other election officials to develop operational facility plans which anticipate common emergencies and effective local response. I have to give undying credit to the Clerk's Office, for everything connected with elections, from Soup To Nuts. Tonight you have a

GOFFSTOWN SELECT BOARD  
MINUTES TO MEETING OF SEPTEMBER 23, 2024

proposed Electioneering at Polling Places Ordinance. The declaration of purpose is intended to establish enforceable policies regarding safety of all rights of voters, uninterrupted movement of voters and vehicles, parking limitations, signage, and electioneering and distribution of campaign materials. Adherence to fulfilling my duties as moderator are examined by the New Hampshire Attorney General's office at each state election by an election day site visit. They come here every time. They go around state and election officials may be cited for not adhering to the requirements of a nine-page polling place checklist. It is a checklist of internal and external scrutiny I can proudly say that I have never been written up by the Attorney General's office for Violations. I think that's a good thing to note for the record. When I say I haven't been cited, I mean everybody involved with the election. It is essential that there is a clear, well-marked path from the parking lot or sidewalk to the accessible poll entrance and the tables to the check-in. RSA 659:25 authorizes the moderator to limit the time a voter can tie up a voting booth or voting privacy screen as well as the time the voter may remain within the guard rail. They put in time limits so that everybody can get through the polls efficiently. On this upcoming election everybody anticipates there's going to be a big turnout. A registered voter should generally not be required to wait more than 15 minutes to reach the ballot clerk check-in table or more than 30 minutes to reach the voter registration table; those are statutory timeframes. Presently there is no clear authority for the moderator to limit parking at the polling sites. The August 2024 issuance of the New Hampshire Election Procedure Manual, on pages 9 and 10, there are instructions that moderators and the select board should assess the need to control parking at the polling places to ensure the availability of convenient parking for voters parking. Parking control may be prudent for the November 5th, 2024 general election. A 2020 law change provides that an authorized official may cause the removal and storage of a vehicle if he has reasonable grounds to believe that the vehicle has been left unattended for longer than 3 hours in an area designated for voters who are temporarily present for the purpose of voting. The use of the statute requires that the area be designated by signs for short-term voter parking a vote by the select board working with the police chief. We also have the authority to adopt an ordinance that sets time limits for parking, which is included in this proposed ordinance. Depending on the availability or depending upon the available parking and the expected time needed to park and vote, an ordinance can be adopted to set a time limit shorter than 3 hours. This may be prudent. What has been proposed is a 1 hour limit and we think that that's reasonable under all the circumstances. I don't know who would need three hours. The election procedure manual continues to provide guidance regarding electioneering on vehicles parked at the polling place. Law enforcement should assess whether the vehicle with the electioneering sign affixed would be legal and safe to drive on a public way. In contrast a 4ft x 8ft sign securely fixed to the bed of a pickup truck pickup truck in such a way that it wouldn't interfere with operation may be okay. Establishing a time limit for polling place parking is the appropriate mechanism to keep all vehicles, including those displaying electioneering messages, from tying up available parking all day and making it more difficult for voters to find convenient parking. Regarding designated electioneering areas established by the moderator, safety for all must be the number one priority when I establish an electioneering area. At Goffstown high school and assistant moderator Coulon establishes an electioneering area at Bartlett, each facility has its unique parking lot and

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sidewalk approaches to the entrance of each poll. For the previous three 2024 elections I have personally visited each election site to review issues and opportunities to designate an electioneering area with guidance from the Goffstown Police Department personnel. I have not disregarded the right for those electioneering to be visible by incoming voters. They are all visible. Goffstown High School utilizes the front and rear of the building as two main entrances from parking in the lower and upper parking lots. The electioneering area that has been designated for the past 40+ years provides an area for those holding campaign signs to be seen by all approaching voters whether they are entering the school parking lot from the lower or upper level. They can all be seen on the January 23rd New Hampshire presidential primary election day. An electioneering area was roped off beyond the outside edge of the gym's door at the overhead pavilion. This front door was skimmed with snow over the grass area between the sidewalk and the building. The designated area was not conducive for campaigners to stand. The rear building door access at Goffstown High School is not ADA accessible and establishing a walk through corridor 10 ft from the entryway is challenging due to an array of movable containers and vehicular equipment. Most of our election days are held during inclement weather, making slip and fall a major safety factor for incoming voters. The Bartlett School facility is a challenge for space inside and out. Parking is extremely limited. The front door is accessible by a 5 foot wide sidewalk alongside a circular driveway allowing front door voter drop-off. The middle grass medium between the circular driveway and the sidewalk bordering the street is uneven and narrow. It is also potentially snow covered during late fall and winter election days. Allowing the median as an electioneering area was deemed unsafe and not recommended by the Goffstown Police Department advisor. I am asking the Select Board to bring forward the proposed Electioneering at Polling Places Ordinance to public hearing. I encourage the board to support this ordinance, allowing the moderator to utilize the authority on election days to promote a safe and welcoming environment for all Goffstown voters and candidates. Thank you.

Chairman Georgantas as about Bartlett polling location. Would you recommend they mark off some of the spots on Mass Road as voter parking. Moderator Stark responded he wouldn't want to rule it out. They are tight down there.

Selectman Lemay said we talked about moving all of the employees across the street in the in the dollar store so that would free up multiple parking spots there. I'm still waiting to get an answer back from Rhymes to see if we can use that at auxiliary parking lot. We're trying to make more room. The committee was in favor of the arch in the front of the school, to make that all handicap Accessible.

Chairman Georgantas said Saint Anselm's College was offered to us before and for some reason we keep turning it down. It would have taken care of a lot of your problems and for some reason we don't want to use it. Vice Chairwoman Boyer said school was still in session, which was the reason we didn't use it.

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Chairman Georgantas asked if the proposed ordinance conforms to the State's rules? Moderator Stark responded yes. There's a law that gives the town the authority to enact an ordinance. We've never had an ordinance on Election Day parking and electioneering but would establish an ordinance and give the Police Department some enforcement authority, because right now they don't have any. If someone violates the ordinance and it's a violation and a fine up to \$1,000.

Chairman Georgantas said this would be a change for Bartlett. I think that could be a problem. People standing on the sidewalk electioneering over by the fence, could they be considered blocking passage to the voters who are parking on the street? I want to make sure everything's clean. Moderator Stark said you probably will never have 100% perfection, no matter what you do, but at least we're giving it a shot.

Selectman Adams asked if the proposed ordinance gives the town the authority to make modifications during the day to adjust the parking if something unusual happens at Bartlett or at the High School? In case we need to expand parking a little bit more here or there. Moderator Stark said I don't know why you couldn't do. You are going to have police officers on duty and they're going to they're going to be our eyes in the streets and in the parking lots. If they come to me and say we should make some changes, we can do that. Selectman Craig said the wording of the ordinance, it only gives the moderator authority to designate parking locations at the polling place. It's defined as the building and the grounds where the elections are held, so if you wanted to tell workers they had to park somewhere else, that could be an issue because it isn't the polling location. Moderator Stark said we are anticipating offsite parking and could modify the proposed ordinance language a bit. Town Administrator Horne said small clarifications in the language can be made by the Select Board as part of the public hearing process.

Chairman Georgantas asked Selectman Carig if you have one hour parking, doesn't that take care of your question for parking there for longer than that? Selectman Craig responded no I don't think it does. I am concerned with directing parking offsite and whether that is part of the polling place. I just want to make sure the ordinance is clear.

Vice Chairwoman Boyer asked about vehicles may not be left unattended for longer than 1 hour at any polling place while an election is being held; how could we possibly manage that in both the upper and lower parking lot of the High School? Who would be responsible for that? Moderator Stark said the enforcement would be the responsibility of the Police Department. Vice Chairwoman asked if the Police Department would be responsible for checking time on vehicles? I just want to clarify how they are going to enforce the ordinance without having a start and end time for every single vehicle. Moderator Stark said if a police officer notices that a car has not been moved for a long time, you might put a put a clock on it. Vice Chairwoman Boyer asked if there is a procedure for what to do after that point? Do they try to get the person to move the vehicle, do they write a ticket? Moderator Stark said I can remember years ago somebody came to the high school at election and the vehicle was parked right at the bottom of the stairs that we all used to go up. It had election signs all over it but stayed there for a long time. Nobody knew whose car it was until we got in touch with DMV. We were able to get in touch with the

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owner and made him move it; otherwise we were going to tow it. Vice Chairwoman Boyer asked about the logistics of managing that and the fact that we already have traffic detail provided by GPD. I'm speaking specifically to the high school. Do they have the extra resources or is that manageable? Have you talked to Chief Sereno about that and what that would look like on Election Day. Moderator Stark responded he did not know, and the Police Department may need to have extra personnel on site. Vice Chairwoman Boyer said I'm worried about police resources on that day and the ability to have multiple areas monitored.

Police Chief Sereno joined the conversation. He said that we are short staffed and election days are very complex for us. It is hard enough to try to get officers to work the polls and stay there all day. Some of them work for 18 hours. To put officers out into the parking lot, along with dealing with the traffic issues in November, is going to be a big operation. To add the complexity of us to go around and determine whether cars are there one hour or longer is going to be challenging. To the moderator's point, I think that if we're going to enforce it, we must enforce it 100% down the middle and that includes everybody. That's very challenging for us. I think when you start cherry-picking one political truck versus a car it becomes very wishy-washy. I don't the Police Department in in the middle of a political battle of whose car has been here longer. I think that creates lots of problems for us. If this ordinance goes through and that's what the voters want and that's what the board wants, our job is to enforce the Town's ordinances.

Vice Chairwoman Boyer asked if the Police Chief had any input on what the actual process would be? How would you enforce it? What is the process if someone comes out and says that car has been here for more than an hour? Police Chief Sereno responded; I'll use our snow urgency ordinance as an example. We can tow cars, but typically we use the lowest level of enforcement first. If there are cars there for more than an hour, our officers are typically going to run the plate, figure out who this person is, and try to have dispatch see if we have any contact with them for a phone number. We'll try to call them ourselves get a hold of them we'll look around the polling station. Maybe they're known to us, and we can advise them the ordinance exists because maybe they weren't aware of it. We give them the benefit of the doubt and just say hey you are in violation of this ordinance and ask them to move it along. Like anything else in this town we can write tickets, but I think the moderator's intention is to get that electioneering vehicle out of the parking lot, not just write the ticket. The understanding here is that we would be probably short summoning people to court over a town ordinance violation and then potentially towing their vehicle out of the parking lot.

Chairman Georgantas asked about the proposed ordinance and asked if it is just the parking for electioneering vehicles or would it be for everyone's vehicle? Moderator Stark said generally, it speaks to everybody's vehicle. It doesn't necessarily relate to vehicles that might have a sign on it. Police Chief Sereno said the way it is written, it would be really important pre-planning to have the moderator designate the specific parking spots for all the election workers. The ordinance is giving the moderator all the power to designate this and as your Chief I need to know where the lines are. It's not necessarily for electioneering. He's controlling parking for everyone. If we have election poll workers that needs to park there for 12 hours, he needs to let

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us know that's a designated spot for those poll workers and they can stay there for 12 hours. The moderator is making that determination because this ordinance is it adopted as written.

Town Administrator Horne reminded the Board of a scheduled public hearing for 6:30 p.m.

**PUBLIC HEARING (NH RSA 31:95-B) ACCEPTANCE AND EXPENDITURE OF UNANTICIPATED FUNDS**

**\$380,509.54 - NH Division of Homeland Security and Emergency Management 4516**

**Hazard Mitigation Grant Program (HMGP) (CFDA # 97.039)**

Chairman Georgantas read the public hearing notice. Pursuant to NH RSA 31:95-b the Goffstown Select Board is conducting this Public Hearing to receive public input to accept and expend unanticipated funds totaling Three Hundred Eighty Thousand Five Hundred Nine Dollars and Fifty-Four Cents (\$380,509.54) from the State of NH Division of Homeland Security and Emergency Management, 4516 Hazard Mitigation Grant Program (HMGP). The grant funds will be used for the Town's replacement of a road culvert on Montelona Road. The total cost of this project will be \$422,788.38, in which the town will be responsible for a 10% match (\$42,278.84).

Chairman Georgantas opened the public hearing. No members from the public were present to speak. Chairman Georgantas closed the public hearing.

*Selectman Lemay made a motion to accept the terms of the Hazard Mitigation Grant Program (HMGP) as presented in the amount of \$380,509.54 for mitigating local infrastructure (culvert). Furthermore, the Board acknowledges that the total cost of this project will be \$422,788.38, in which the town will be responsible for a 10% match (\$42,278.84). Vice Chairwoman Boyer seconded the motion. VOTE: 5-0-0. All in favor. Motion passed.*

*Selectman Lemay made a motion to authorize DPW Director Adam Jacobs to enter into a grant agreement with the State of NH Division of Homeland Security and Emergency Management on behalf of Town of Goffstown for the Hazard Mitigation Grant Program (HMGP) for the Montelona Road Culvert Project, and to further authorize DPW Director Adam Jacobs to execute any documents which may in his judgement be desirable or necessary to affect the purpose of this vote. Selectman Craig seconded the motion.*

Vice Chairwoman Boyer asked the DPW Director about the grant. I see in the grant the completion date of May 2<sup>nd</sup>, 2026; is there any contingencies if we can't complete the work by that time? Would the funds be impacted? DPW Director Jacobs responded we did ask the State Homeland Security, and they said they could, as long as we're making forward progress and there are matching funds that have been set aside, we should be okay.

**VOTE: 5-0-0. All in favor. Motion passed.**

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**TOWN MODERATOR**

**Proposed Ordinance Regulating Electioneering at Polling Places *Continued***

Chairman Georgantas said I have some of the same concerns the Police Chief has. At the High School, would you be designating a poll worker parking area? Moderator Stark responded yes; he would designate poll worker parking.

Chairman Georgantas asked if the proposed ordinance authorizes the town moderator to appoint any place as a parking designated parking area for voting? Town Administrator Home responded RSA 262:32 has the change that went into effect in 2020. It says if a vehicle is parked or has been left unattended on Election Day for longer than 3 hours in an area designated for voters who are temporarily present for the purpose of voting. I think under that statute the moderator can designate parking spots along Mass Road and near Bartlett School, as long as they were clearly designated, they are temporary voting spots. That is a three hour limitation. Police Chief Sereno said if someone makes a complaint to us that somebody's been parked there, we're going to do the same procedure. Typically our officer will go out and try to find out who the person is, inform them of the law, help them understand that this is in violation, and just try to help them move along. If things continue to escalate, we'll have to make those decisions at that time. Goffstown Police has never been the type of agency that just shows up with a tow truck and just rips your car out of there and moves along.

Vice Chairwoman Boyer asked the Police Chief if it is possible for CCTV at the schools to help assist PD in this. Town Administrator Home said I think there's one complication is we are at school facilities and the footage may not be as immediately accessible. That might be one limiting factor. Police Chief Sereno said we would have to logistically set up with the school district because we don't have access to their cameras. That would be something that we have to work with the school district to get access to them or if they make a complaint. We must be very careful how we ask for school cameras. It is not as simple as just walking in the doors they give us the footage. There must be a legitimate crime being committed.

Chairman Georgantas wanted to check with Town Clerk Cathy Ball to make sure that she's happy with this. You are the one that will be stuck trying to get people to park some place else. Town Clerk Cathy Ball said in the past, we had an election that we gave everyone a card to put on the dashboard of their car to say that they were an election worker. We used that to identify cars that would be there for a long period of time. One of the things that we've done in the morning, suggested by the police department, is that workers that came in for the first part of the morning would park as you first entered the lower parking lot near Wallace Road. The theory was people wouldn't be backing in and out on a continual basis, which jammed up people entering off Wallace Road to get in and out. That worked fine for the morning, but those people weren't gone for the changing of the shift for people coming in at 12:00, 12:30, 12:45 to park for the afternoon. Those folks ended up having to go someplace else. I certainly think it's a situation that we could make arrangements with all the poll workers that we invite to come work and schedule, to ask them to park out back and that way the people that would be there for a long

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period of time would be able to park out back and not be blocking up the front parking lot. One of the biggest concerns that we've had expressed by voters coming in that were senior citizens is that they weren't able to get into the front parking lot because they were flagged onto the upper parking lot, and they didn't want to debate with the officer that they needed to go in the lower parking lot. When we had a preliminary meeting, we brainstormed about what we could do. One of the suggestions with DPW, Adam was there, and we talked about getting a sign board and do some publicity as you came up Wallace Road to be able to say to people put on your four-way flashes if you need ADA parking. This would help the officer know they had to go in the front parking lot instead of being forced to the back parking. The idea is to try to put more people in through the front parking lot and to keep people that need to be there for a long period in the back parking lot. I estimate we could have 100 cars each morning shift and afternoon shift that are poll workers. We certainly would want to put them in an area that they were out of the way and not interfering with people that needed more accessibility coming in.

Selectman Lemay asked Chief Sereno if we could invite CERT to assist us with this election to take off some of the stress from the police when it comes to parking? Police Chief Sereno responded yes; we can use them. When they are out in full force, they have help us out a lot and we've used them in previous elections. Selectman Lemay said the other thing that wasn't mentioned is Adam and the rest of us talked about possibly making parking on one side of Mast Road in the travel lane at Bartlett School. We had talked about that we didn't bring it up in any further discussion.

*Selectman Adams made a motion to move the proposed Electioneering at Polling Places ordinance to public hearings in accordance with NH RSA 41:14-b. Selectman Lemay seconded the motion. VOTE: 5-0-0. All in favor. Motion passed.*

**POLICE CHIEF - Highway Safety Committee Recommendations**

**Request for Stop Sign on Joppa Hill Road at Mountain Base Road**

Chief Sereno thanked the Select Board for hosting the Employee Appreciation BBQ in August. It was appreciated by all of us at the Police Department.

Chief Sereno said we had a reconsideration for the stop sign on Joppa Hill at Back Mountain Road. Sometime back we had a citizen who wanted a stop sign in that area. At that time highway safety decided to take no action on that. Since that time we've received several other complaints on that road, and we took another look at it. We all agreed that it's time to put a stop sign there at the intersection of Joppa Hill Road and Back Mountain Road. It is no longer a rural dirt road full of potholes and trees. When you were coming from Bedford you drove slow because of the dirt road and there was delineation where it met Back Mountain Road. There is a hill crest that blinds you from the intersection and as you come down to the intersection it is pretty hard to determine that you are merging with Back Mountain Road. We haven't had any significant accidents at this point, but we still felt there's a need for stop sign on Joppa Hill Road and an advisory sign

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before the hill crest warning drivers of the upcoming stop sign. The Highway Safety Committee recommended 5-0 to put the stop sign and advisory stop ahead sign.

*Selectman Lemay made a motion to move forward with an ordinance to install a stop sign on Joppa Hill Road at intersection of Back Mountain Road. Selectman Adams seconded the motion. VOTE: 5-0-0. All in favor. Motion passed.*

**Traffic Concerns – Factory Street at Main Street**

Police Chief Sereno said the next item was a traffic concern at the intersection of Factory Street onto Main Street. This is the first time the police department has taken any complaint of any traffic issues at this location since the Factory Street apartments have opened up. An individual reached out to highway safety and was concerned that when they were driving down Main Street from the St Lawrence Church area, a vehicle coming out of Factory Street took a right onto Main Street and immediately tried to do a U-turn in front Sawyers. They felt something needed to be done or looked at for that intersection. Highway Safety took a look at it and decided 5-0 to take no action. We have no other issues in that area, and we haven't had any significant crashes since the apartments opened.

*Vice Chairwoman Boyer made a motion to take NO ACTION at this time with regards to traffic at Factory Street and Main Street. Selectman Lemay seconded the motion. VOTE: 5-0-0. All in favor. Motion passed.*

**Request for Streetlight – Haig Street**

The last item we had was a request for a streetlight on Haig Street at the intersection of Haig and Mast Road. The resident there was concerned the corner of Haig and Mast was a little bit dim at night and wanted a streetlight there. Highway Safety looked into it. We advised there are other streetlights there that illuminate the area pretty well and we also erred on the side of caution as the board has recommended Adam, and I put together a policy to streamline how we put streetlights up in Pinardville. At this point we took no action, pending a streetlight policy or if there's going to be a development change in that area

*Vice Chairwoman Boyer made a motion to take NO ACTION at this time with regards to request for streetlight in vicinity of 3 Haig Street. Selectman Craig seconded the motion. VOTE: 5-0-0. All in favor. Motion passed.*

**DPW DIRECTOR**

**Wetland Permit Application – Juniper Drive Culvert**

DPW Director Jacobs presented. We don't do this very often. Just as a quick background on typical culvert projects, there is a whole program that's a few years old that allows us the routine roadway maintenance type actions where we can replace culverts up to 40 inches in size without a wetlands permit, unless there are other factors that would require one. This culvert is pretty good size, probably 48 by 72 elliptical culvert with a handful of issues. The most notable was

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some sinkhole action developing above it and it looks like some of the seams are separating. There is not much of a wetlands to connect but there is a beaver pond and Prime Wetland up above this area. To have full connectivity with an un-perched covert would allow fish and wildlife to pass would be preferable of course, but where it's failing, we wanted to make sure of the safety aspect. It is a dead end road, and we don't want to cut off the last couple houses on the street. We looked at this based on the hydraulic study that was done by Hoyle Tanner to see what we could do for a project and came to the conclusion that the cheapest, fastest, and least impact to the residents and the wildlife in the area and to the stream itself would be to line this culvert. We would take some actions at the outlet of the pipe to remove that perch and do some armoring and protection of the streams. We'd improve the water quality there a little bit as well and it is pretty cost effective for a pipe liner solution versus a full excavation with a pre-cast structure like we have that Montelona project. It's a big enough watershed that it does require a wetland permit, which is why you're seeing one here tonight. The project itself with permitting earliest would probably go into 2025; I think right now I have it as 2026 in CIP. Depending on how that Montelona project timing goes, it might be one versus the other. The first step is to get the permitting submitted and we'll find out if there's anything else that we don't know about.

Chairman Georgantas asked if this would be an in-house project? DPW Director Jacobs said it probably will be for the pipelining and for the outlet protection. When you line a pipe, we use a snap type of plastic large plastic pipe that can go in. Then there is a space around the new pipe has to be grouted; we can't do that piece in-house we probably hire a contractor to pump in grout to secure. The second biggest part about this request for tonight is the outlet of the pipe is on part of a parcel that the School District owns. We prefer to have a formal easement in place for the flowage rights.

*Selectman Adams made a motion to authorize the Chairman to sign the necessary wetland permit documents. Selectman Lemay seconded the motion. VOTE: 5-0-0. All in favor. Motion passed*

*Vice Chairwoman Boyer made a motion to authorize the Town Administrator and DPW Director to begin the process to obtain a drainage easement for lot 8-74 from the Goffstown School District. Selectman Adams seconded the motion. VOTE: 5-0-0. All in favor. Motion passed.*

## **TOWN ADMINISTRATOR'S REPORT**

### **Committee Meeting Schedule Assignments**

Town Administrator Horne reviewed the Board's committee meeting schedule for the next two weeks.

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**Consent Agenda**

Town Administrator Horne reviewed the Consent Agenda. This week's agenda has Employee Status Reports for: Full Time Firefighter – resignation; and Full Time Scale Operator – hourly incentive. There is also a Cemetery Deed - Rights to Inter: Westlawn Expansion, Section W1, Lot #59 – Deed #961.

*Vice Chairwoman Boyer made a motion to approve the Consent Agenda as presented. Selectman Lemay seconded the motion. VOTE: 5-0-0. All in favor. Motion passed.*

**Assessor's Recommendation**

Town Administrator Horne read the Assessor's recommendation. The Board has a Tax Abatement on Tax Map 3, Lot 22. The Assessor is recommending approval.

*Selectman Lemay made a motion to approve the Assessor's Recommendation as presented. Vice Chairwoman Boyer seconded the motion. VOTE: 5-0-0. All in favor. Motion passed.*

**SELECT BOARD DISCUSSION**

**Old Business:**

None.

**Action Matrix:**

The Board reviewed the action matrix. Chairman Georgantas asked for an update on Tower Lane. Town Administrator Horne said he would confer with the Planning & Economic Development Director about Tower Lane and could provide the Board with an update at a future meeting.

**New Business:**

Vice Chairwoman Boyer had new business for the Board to consider. She distributed the Town's Harassment Policy for employees from the Town's Personnel Policy. She said it recently came to my attention that Joe Alexander, the Chair of Budget Committee, sent text messages about me recently to Selectman Georgantas that I'll say could be considered sexual harassment. The Town's current Code of Conduct for elected officials has no mention of sexual assault or harassment. I'm disappointed that I'm even having to bring this forward but I'm asking through this policy that we rewrite our current sexual assault and harassment policy for the town to be updated for elected and appointed officials and have that included in our code of conduct. I think it's necessary and we need to help define what sexual assault and harassment is. I also think it is prudent that if we adopt something, that every current elected or appointed member of any board or committee must sign something that says that they've read and acknowledge the code. I know that our Code of Conduct doesn't really have any teeth any teeth, but this does stress and could potentially let people know what to do if they do feel that they are a victim of sexual assault and harassment. I provided you both all the current policy that we have for employees.

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We need to edit it and talk about it, but I just wanted to bring this forward and explain to you all why I think this is really important and get your thoughts and opinions on this.

Chairman Georgantas asked if this needs to be vetted through the attorney? Town Administrator Horne said yes, it would be prudent to have the attorney look it over. Chairman Georgantas asked if Vice Chairwoman Boyer was asking for action tonight? She responded she wasn't. I'm hoping that by our next meeting we could get to a point where we could potentially vote on this. I don't

feel a complete rewrite is needed, so I didn't do that. I wanted you to see where it matches up with the personnel plan. I do think it's important to note what the investigation process would be currently. I have it in here as you would go to the Town Administrator. I don't think that our current complaint process is appropriate to then tell the person who's being accused of what happened initially for safety of others. I think that's something that we have to talk about and obviously I would take input from Danielle on that as our HR expert. I don't know if there's any RSA that would allow us to do anything in particular to an elected or appointed official, but like employees are allowed to go to the New Hampshire Commission for Human Rights. Once again, I think it's really disgusting that we going have to talk about this, but it is important that people understand their rights.

Chairman Georgantas asked about the November election. Are the school closed? Town Administrator Horne said he would need to reach out to see if the teachers would be present for training.

**Public Comment**

None.

**ADJOURNMENT**

*7:08 p.m. Vice Chairwoman Boyer made a motion to adjourn the meeting. Selectman Lemay seconded the motion. VOTE: 5-0-0. All in favor. Motion carries.*

Respectfully submitted,  
Derek M Horne, Town Administrator

*These minutes are subject to approval by the Select Board.*



## CERTIFICATE OF COVERAGE

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

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

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

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

| <b>Participating Member:</b><br>Town of Goffstown<br>16 Main Street<br>Goffstown, NH 03045 |  | <b>Member Number:</b><br>181   | <b>Company Affording Coverage:</b><br>NH Public Risk Management Exchange - Primex <sup>3</sup><br>PO Box 23<br>Hooksett, NH 03106-9716 |   |   |
|--|--|--------------------------------|--|---|---|
| Type of Coverage   |  | Effective Date<br>(mm/dd/yyyy) | Expiration Date<br>(mm/dd/yyyy)  | Limits - NH Statutory Limits May Apply, If Not: |   |
| <input checked="" type="checkbox"/>  | <b>General Liability (Occurrence Form)</b>   | 1/1/2024                       | 1/1/2025   | <input type="checkbox"/>                        | Each Occurrence   |
| <input type="checkbox"/>   | <b>Professional Liability (describe)</b><br><input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence |                                |  | \$ 2,000,000                                    |   |
|  |  |                                |  | \$ 10,000,000                                   |   |
|  |  |                                |  |   |   |
|  |  |                                |  | <input type="checkbox"/>                        | Fire Damage (Any one fire)                                |
|  |  |                                |  | <input type="checkbox"/>                        | Med Exp (Any one person)                                  |
| <input type="checkbox"/>   | <b>Automobile Liability</b><br>Deductible    Comp and Coll: \$1,000<br><br><input type="checkbox"/> Any auto         |                                |  | <input type="checkbox"/>                        | Combined Single Limit (Each Accident)                     |
|  |  |                                |  | <input type="checkbox"/>                        | Aggregate   |
| <input checked="" type="checkbox"/>  | <b>Workers' Compensation &amp; Employers' Liability</b>  | 1/1/2024                       | 1/1/2025   | <input checked="" type="checkbox"/>             | Statutory   |
|  |  |                                |  | \$2,000,000                                     |   |
|  |  |                                |  | \$2,000,000                                     |   |
|  |  |                                |  |   |   |
|  |  |                                |  | <input type="checkbox"/>                        | Disease - Policy Limit                                    |
| <input type="checkbox"/>   | <b>Property (Special Risk includes Fire and Theft)</b>   |                                |  | <input type="checkbox"/>                        | Blanket Limit, Replacement Cost (unless otherwise stated) |
| <b>Description:</b> Proof of Primex Member coverage only.                                  |  |                                |  |   |   |

|   |                                 |                   |  |
|---|---------------------------------|-------------------|--|
| <b>CERTIFICATE HOLDER:</b>  | <b>Additional Covered Party</b> | <b>Loss Payee</b> | <b>Primex<sup>3</sup> - NH Public Risk Management Exchange</b>   |
|   |                                 |                   | By: <i>Mary Beth Purcell</i>   |
| State of NH - Department of Safety<br>33 Hazen Drive<br>Concord, NH 03305 |                                 |                   | Date: 9/25/2024    mpurcell@nhprimex.org   |
|   |                                 |                   | Please direct inquires to:<br><b>Primex<sup>3</sup> Claims/Coverage Services</b><br>603-225-2841 phone<br>603-228-3833 fax |