



State of New Hampshire

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

ROBERT L. QUINN
COMMISSIONER OF
SAFETY

August 5, 2021

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

REQUESTED ACTION

Pursuant to RSA 21-P:43, the Department of Safety, Division of Homeland Security and Emergency Management (HSEM) requests authorization to retroactively amend the grant agreement (PO# 1065423) with the Town of Marlow (VC#159902-B001) by extending the end date only from June 1, 2021 to September 1, 2021 for implementation of projects identified through the evaluation of natural hazards. The grant was initially approved by the Governor and Executive Council on January 9, 2019 Item #47. Effective upon Governor and Council approval. Funding source: 100% Federal Funds.

EXPLANATION

This item is retroactive due to delays in obtaining fully executed documents combined with personnel vacancies at HSEM. On March 2, 2021, the State received an extension request from the Town of Marlow in regards to their Baine Road Culvert Project. The Town of Marlow experienced unforeseen circumstances as a direct result of the COVID-19 pandemic which precluded them from completing the project in a timely manner. In addition, the DES Wetlands Permit approval process was longer than expected due to changes in the NH DES Wetlands rules; the Town needed to provide additional information following initial submission. Given the unpredictable nature of New Hampshire Spring weather, the Town was unable to complete the project prior to the original June 1, 2021 end date.

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

Respectfully submitted,

Robert L. Quinn
 Commissioner of Safety

Retroactive Grant Agreement Amendment
Hazard Mitigation Grant Program - CFDA # 97.039
Extension of Performance Period

Town of Marlow (Subrecipient)

It is hereby agreed that the initial Grant Agreement (PO#1065423), approved by Governor and Council on January 9, 2019, between the Town of Marlow as "Subrecipient" and the Department of Safety, Division of Homeland Security & Emergency Management as "Recipient" for the update of the Local Hazard Mitigation Plan is "Retroactively" amended as follows:

1. GENERAL PROVISIONS, Section 1.7, Completion Date;

Change the completion date from June 1, 2021 to September 1, 2021.

2. EXHIBIT A, Scope of Services, Item 2;

Delete paragraph three (3) in its entirety and replace with:

"The Subrecipient" agrees that the project grant period ends September 1, 2021 and that a final performance and expenditure report will be sent to "the State" by September 1, 2021.

3. All other provisions of the Grant Agreement, approved by Governor and Council on January 9, 2019 shall remain in full force and effect.

EFFECTIVE DATE OF THE GRANT AMENDMENT: This Amendment shall be effective upon its approval by Governor and Council. If approval is withheld, this document shall become null and void, with no further obligation or recourse to either party. IN WITNESS WHEREOF, the parties have hereunto set their hands:

Town of Marlow (Subrecipient)

By (signature): Sandra C. Pierre By (signature): [Signature]
Print Name: Sandra C. Pierre Print Name: Robert E. Allen
Title: Select Board Member Title: Select man

By (signature): [Signature] By (signature): _____
Print Name: Thomas Fuschetto Print Name: _____
Title: Select MAN Title: _____

Subrecipient Initials (SC) BA TF
Date July 28, 2021

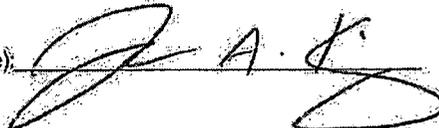
State of: New Hampshire

County of: Cheshire

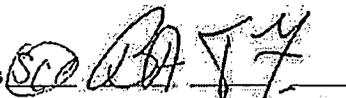
Approval by State of New Hampshire, acting through its Department of Safety:

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

Approval by Attorney General Office, State of New Hampshire:

By (signature): 

Subrecipient Initials



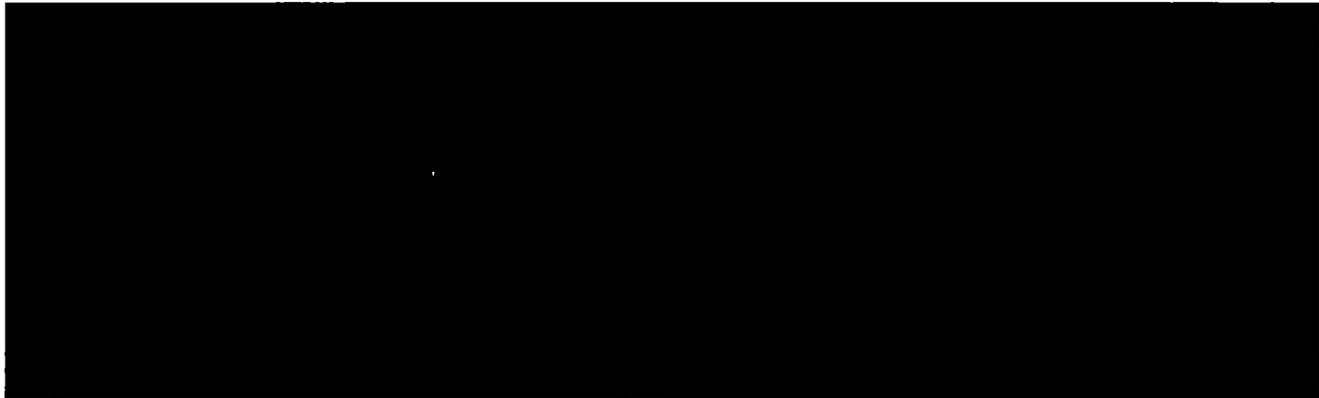
Date

July 28, 2021

SELECTMEN'S MINUTES NOVEMBER 19, 2018

Present: Robert Allen, Thomas Fuschetto, Barry Corriveau & Jacqui Fay

Quorum declared.



The Town of Marlow Board of Selectmen, in a majority vote, accepted the terms of the Hazard Mitigation Grant Program (HMGP) as presented in the amount of \$123,832.50 for the Baine Road Culvert Project. Furthermore, the Board acknowledges that the total cost of this project will be \$165,110.00 in which the Town will be responsible for a 25% match (\$41,277.50).

*



BAF/BC



CERTIFICATE OF COVERAGE

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

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

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

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

<i>Participating Member:</i> Primex3 Members as per attached Schedule of Members Property & Liability Program		<i>Member Number:</i>		<i>Company Affording Coverage:</i> NH Public Risk Management Exchange - Primex ³ Bow Brook Place 46 Donovan Street Concord, NH 03301-2624	
	Type of Coverage	Effective Date (mm/dd/yyyy)	Expiration Date (mm/dd/yyyy)	Limits - NH Statutory Limits May Apply, If Not:	
<input checked="" type="checkbox"/>	General Liability (Occurrence Form) Professional Liability (describe) <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence	7/1/2021	7/1/2022	Each Occurrence	\$ 5,000,000
				General Aggregate	\$ 5,000,000
				Fire Damage (Any one fire)	
				Med Exp (Any one person)	
	Automobile Liability Deductible Comp and Coll: <input type="checkbox"/> Any auto			Combined Single Limit (Each Accident)	
				Aggregate	
	Workers' Compensation & Employers' Liability			Statutory	
				Each Accident	
				Disease – Each Employee	
				Disease – Policy Limit	
	Property (Special Risk includes Fire and Theft)			Blanket Limit, Replacement Cost (unless otherwise stated)	
Description: Proof of Primex Member coverage only.					

CERTIFICATE HOLDER:	Additional Covered Party	Loss Payee	Primex³ – NH Public Risk Management Exchange
NH Dept of Safety 33 Hazen Dr. Concord, NH 03301			By: <i>Mary Beth Purcell</i>
			Date: 7/12/2021 mpurcell@nhprimex.org
			Please direct inquires to: Primex³ Claims/Coverage Services 603-225-2841 phone 603-228-3833 fax

Town of Henniker	198
Town of Hinsdale	201
Town of Holderness	202
Town of Hooksett	204
Town of Hopkinton	205
Town of Hudson	206
Town of Jaffrey	208
Town of Jefferson	209
Town of Kensington	211
Town of Kingston	212
Town of Lancaster	214
Town of Landaff	215
Town of Langdon	216
Town of Lee	218
Town of Lempster	219
Town of Lincoln	220
Town of Lisbon	221
Town of Littleton	223
Town of Londonderry	224
Town of Lyman	226
Town of Lyme	227
Town of Lyndeborough	228
Town of Marlow	233
Town of Mason	234
Town of Merrimack	236
Town of Milan	238
Town of Milford	239
Town of Milton	240
Town of Monroe	241
Town of Nelson	244
Town of New Castle	248
Town of New Durham	249
Town of New Hampton	251
Town of New London	254
Town of Newbury	247
Town of Newmarket	255
Town of Newport	256
Town of North Hampton	259
Town of Northumberland	260
Town of Northwood	261
Town of Nottingham	262
Town of Orange	263
Town of Orford	264
Town of Pelham	266
Town of Peterborough	268
Town of Piermont	269
Town of Pittsburg	270
Town of Plainfield	272
Town of Plymouth	274
Town of Randolph	276
Town of Richmond	278
Town of Roxbury	282
Town of Rumney	283
Town of Salem	285
Town of Sanbornton	287
Town of Sandown	288
Town of Sandwich	289
Town of Seabrook	290
Town of Sharon	291
Town of Shelburne	292
Town of Stark	297
Town of Stewartstown	298
Town of Stoddard	310
Town of Strafford	299



CERTIFICATE OF COVERAGE

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

<i>Participating Member:</i> Primex3 Members as per attached Schedule of Members Workers' Compensation Program		<i>Member Number:</i>		<i>Company Affording Coverage:</i> NH Public Risk Management Exchange - Primex ³ Bow Brook Place 46 Donovan Street Concord, NH 03301-2624	
Type of Coverage	Effective Date (mm/dd/yyyy)	Expiration Date (mm/dd/yyyy)	Limits - NH Statutory Limits May Apply, If Not:		
General Liability (Occurrence Form) Professional Liability (describe) <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence			Each Occurrence		
			General Aggregate		
			Fire Damage (Any one fire)		
			Med Exp (Any one person)		
Automobile Liability Deductible Comp and Coll: <input type="checkbox"/> Any auto			Combined Single Limit (Each Accident) Aggregate		
<input checked="" type="checkbox"/> Workers' Compensation & Employers' Liability	7/1/2021	7/1/2022	<input checked="" type="checkbox"/> Statutory	\$2,000,000	
			Each Accident		\$2,000,000
			Disease - Each Employee		
			Disease - Policy Limit		
<input type="checkbox"/> Property (Special Risk includes Fire and Theft)			Blanket Limit, Replacement Cost (unless otherwise stated)		
Description: Proof of Primex Member coverage only.					

CERTIFICATE HOLDER:	Additional Covered Party	Loss Payee	Primex³ - NH Public Risk Management Exchange
NH Dept of Safety 33 Hazen Dr. Concord, NH 03301			By: <i>Mary Beth Purcell</i>
			Date: 7/12/2021 mpurcell@nhprimex.org Please direct inquires to: Primex³ Claims/Coverage Services 603-225-2841 phone 603-228-3833 fax

SAU 39 Office	808
SAU 41 Office	835
SAU 44 Office	804
SAU 46 Office	753
SAU 48 Office	754
SAU 50 Office	800
SAU 53 Office	755
SAU 55 Office	777
SAU 56 Office	794
SAU 58 Office	830
SAU 67 Office	869
SAU 70 Office	845
Seabrook Beach Village District	448
Seabrook School District	843
Seacoast Charter School	1201
Shaker Regional School District	757
Somersworth School District	784
Souhegan Cooperative School District	778
Souhegan Regional Landfill District	590
South Hampton School District	844
South Main Street Water District	469
Stark School District	831
Stoddard School District	854
Strafford School District	944
Stratford School District	832
Stratham School District	821
Strong Foundations Charter School	1213
Sullivan County	606
Sullivan School District	964
Sunapee School District	955
Surry School District	965
Tamworth School District	836
Thornton School District	758
Tilton Northfield Fire	567
Timberlane Regional School District	775
Town of Amherst	106
Town of Barnstead	112
Town of Benton	121
Town of Bradford	124
Town of Charlestown	136
Town of Chatham	137
Town of Chester	138
Town of Columbia	144
Town of Danbury	150
Town of Derry	154
Town of Dorchester	155
Town of Enfield	166
Town of Fitzwilliam	172
Town of Grantham	185
Town of Greenland	187
Town of Hampton	191
Town of Hanover	194
Town of Haverhill	196
Town of Hebron	197
Town of Hinsdale	201
Town of Holderness	202
Town of Hooksett	204
Town of Hudson	206
Town of Landaff	215
Town of Lee	218
Town of Lisbon	221
Town of Londonderry	224
Town of Lyme	227
Town of Marlow	233



FEMA

April 23, 2021

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

Re: Period of Performance Extension
Major Disaster: FEMA-4316-DR-NH
Program: Hazard Mitigation Grant Program, Assistance Listing #97.039
Recipient: Homeland Security and Emergency Management, New Hampshire
Department of Safety
Award No.: 4316DRNHP5SNH500

Dear Director Harper:

The Federal Emergency Management Agency ("FEMA") has approved the Homeland Security and Emergency Management, New Hampshire Department of Safety's ("Recipient") request to extend the deadline for completing Hazard Mitigation Grant Program ("HMGP") projects under major disaster declaration FEMA-4316-DR-NH until September 1, 2021. This approval, in turn, extends the project completion deadline for HMGP management costs and the period of performance for the entire grant as detailed below:

Prime Award POP:	February 28, 2022
Project Completion – HMGP Projects:	September 1, 2021
Project Completion – HMGP Management Costs:	February 28, 2022
Prime Award Closeout Reporting and Liquidation Deadline (90 days from POP end date):	May 29, 2022

The POP is the time during which a non-Federal entity may incur new obligations to carry out the work authorized under the Federal award. The POP end date establishes the point at which the Recipient may no longer incur costs to the award, may no longer receive new equipment or services, must complete all work under the award, must start final reconciliation of costs, and must start preparation of final reports to be submitted as required to close the Federal award. In

addition, the Recipient must liquidate all obligations and submit all final closeout reports no later than 90 calendar days after the end date of the POP (May 29, 2022) as stated in 2 C.F.R. § 200.343.

General grants management POP regulations are set forth at 2 C.F.R. § 200.309 and closeout reporting/liquidation regulations set forth at 2 C.F.R. § 200.343. If the Recipient requires an additional extension to the established POP end date, the closeout reporting deadline, or the liquidation deadline, the Recipient must request and FEMA must approve an extension. An extension to an established project end date may first require an extension to the prime award POP, as all project end dates must be within the prime award POP. The Recipient may submit extension requests to me via email at richard.verville@fema.dhs.gov or via regular mail to the following address:

Federal Emergency Management Agency Region I
Attn: Richard Verville, Chief, Hazard Mitigation Assistance Branch
99 High Street, 6th Floor
Boston, MA 02110

With acceptance of the award, the Recipient assumed certain administrative and financial responsibilities, including compliance with identified time limits. Failure to follow these requirements will be a violation of the terms and conditions of the FEMA-State Agreement. If the Recipient fails to comply with the closeout reporting and liquidation requirements within the timelines established, FEMA may, after attempting to notify the Recipient, take unilateral action to administratively close the Federal award or take other remedies for noncompliance consistent with 2 C.F.R. § 200.338. 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. §§ 200.338 and 200.207.

This document is an official notice and should be retained in the Federal award file. If you have any questions specific to this correspondence, please contact Joan Poundstone, Mitigation Division, at (202) 600-1806.

Sincerely,

Richard H. Verville
Chief, Hazard Mitigation Assistance Branch
FEMA Region I

cc: Brian Eaton, State Hazard Mitigation Officer, Homeland Security and Emergency Management, New Hampshire Department of Safety



FEMA

November 6, 2018

Perry Plummer, Director
Homeland Security and Emergency Management
33 Hazen Dr.
Concord, NH 03305

Re: FEMA-4316-DR-NH
Hazard Mitigation Grant Program (HMGP) Project # 4-R
Baine Road Culvert, Marlow, NH

Dear Director Plummer:

Enclosed please find the obligation reports for the following HMGP project:

4316-4-R	Town of Marlow, New Hampshire Baine Road Culvert	\$ 123,832.50
	Total:	\$ 123,832.50

The grant period of performance (POP) for FEMA-4316-DR-NH began on June 1, 2017 and ends on June 1, 2021. POP extension requests must be received by FEMA at least 60 days prior to the grant POP termination date.

If you have any questions, please do not hesitate to call Ana Kerr with the FEMA Region I Mitigation Division at (617) 832-4714.

Sincerely,

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

Dean J. Savramis
Director, Mitigation Division
FEMA Region I

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

Enclosures

**The following are the final documents from
the original project before the extension
request.**

HSEM-HMGP-12-2018-01



State of New Hampshire

DEPARTMENT OF SAFETY
OFFICE OF THE COMMISSIONER

33 HAZEN DR. CONCORD, NH 03305

603/271-2791

RD# 190280

JOHN J. BARTHELMES
COMMISSIONER

December 7, 2018

GC#47
01-09-2019

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

Requested Action

Pursuant to RSA 21-P:43, the Department of Safety, Division of Homeland Security and Emergency Management (HSEM) requests authorization to enter into a grant agreement with the Town of Marlow (VC#159902-B001) for a total amount of \$123,832.50 for implementation of projects identified through the evaluation of natural hazards. Effective upon Governor and Council approval through June 1, 2021. Funding source: 100% Federal Funds.

Funding is available in the SFY 2019 operating budget as follows:

02-23-23-236010-29200000	Dept. of Safety	HSEM.	Hazard Mitigation Grant Program
072-500574	Grants-Federal - Grants to Local Gov't - Federal		
Activity Code: 23DR4316HM			\$123,832.50

Explanation

The Town of Marlow proposes to remove the existing 60" diameter culvert on Baine Road and replace it with a larger precast concrete box culvert with associated concrete headwalls, cutoff walls, and wing walls. The inlet and outlet of the proposed structure will be stabilized with native streambed materials and stone fill on the slopes. This will significantly increase the hydraulic opening and greatly reduce the occurrences of water overtopping and closing the road. The Hazard Mitigation Grant Program (HMGP) provides funding to states and communities (subrecipients) for cost-effective hazard mitigation activities that complement a comprehensive mitigation program. Federal Emergency Management Agency (FEMA) provides HMGP funds to states that, in turn, provide sub-grants or contracts for a variety of mitigation activities, such as planning and the implementation of projects identified through the evaluation of natural hazards. The program cost share is 75% Federal funds and a 25% applicant match. The sub-applicants will provide and document the program match requirements.

The State of New Hampshire solicits applications statewide. Notification of the availability of HMGP funds is made to every community by e-mail to the emergency management directors, floodplain administrators, and additional community officials for each community. The State of New Hampshire submits all applications received for program funding to the Federal Emergency Management Agency for their final approval. Applications that are determined to be cost-effective and program eligible are then funded by FEMA in full 75%; not every application submitted is determined to be program eligible. However, all applications that are determined to be eligible are funded at the requested dollar amount listed in their application, pending availability of adequate program funding.

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

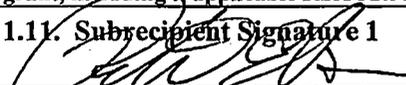
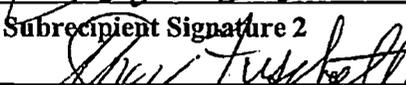
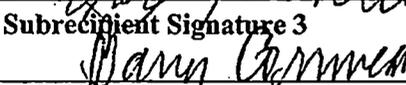
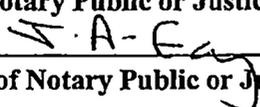
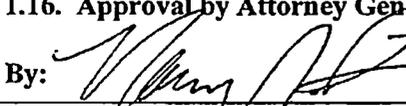
Respectfully submitted,

John J. Barthelmes
Commissioner of Safety

GRANT AGREEMENT

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

1. Identification and Definitions.

1.1. State Agency Name NH Department of Safety, Homeland Security and Emergency Management		1.2. State Agency Address 33 Hazen Drive Concord, NH 03305	
1.3. Subrecipient Name Town of Marlow (VC#159902-B001)		1.4. Subrecipient Tel. #/Address 603-446-2245 167 NH Rte 123, Marlow, NH 03456	
1.5 Effective Date G&C Approval	1.6. Account Number AU #29200000	1.7. Completion Date 6/1/2021	1.8. Grant Limitation \$123,832.50
1.9. Grant Officer for State Agency Whitney Welch, State Hazard Mitigation Officer		1.10. State Agency Telephone Number (603) 223-3667	
"By signing this form we certify that we have complied with any public meeting requirement for acceptance of this grant, including if applicable RSA 31:95-b."			
1.11. Subrecipient Signature 1 		1.12. Name & Title of Subrecipient Signor 1, Robert E. Allen selectman	
Subrecipient Signature 2 		Name & Title of Subrecipient Signor 2 THOMAS FUSCETTO selectman	
Subrecipient Signature 3 		Name & Title of Subrecipient Signor 3 Barry Corriveau selectman	
1.13. Acknowledgment: State of New Hampshire, County of <u>CHESHIRE</u> , on <u>11/19/2018</u> before the undersigned officer, personally appeared the person identified in block 1.12., known to me (or satisfactorily proven) to be the person whose name is signed in block 1.11., and acknowledged that he/she executed this document in the capacity indicated in block 1.12.			
1.13.1. Signature of Notary Public or Justice of the Peace (Seal) 			
1.13.2. Name & Title of Notary Public or Justice of the Peace (Commission Expiration) JACQUELINE ANN FAY, Notary Public My Commission Expires June 4, 2019			
1.14. State Agency Signature(s) By:  On: <u>12/18/19</u>		1.15. Name & Title of State Agency Signor(s) Steven R. Lavoie, Director of Administration	
1.16. Approval by Attorney General (Form, Substance and Execution) (if G & C approval required) By:  Assistant Attorney General, On: <u>12/20/2018</u>			
1.17. Approval by Governor and Council (if applicable) By: _____ On: <u>11</u>			

2. SCOPE OF WORK: In exchange for grant funds provided by the State of New Hampshire, acting through the Agency identified in block 1.1 (hereinafter referred to as "the State"), pursuant to RSA 21-P:36, the Subrecipient identified in block 1.3 (hereinafter referred to as "the Subrecipient"), shall perform that work identified and more particularly described in the scope of work attached hereto as EXHIBIT A (the scope of work being hereinafter referred to as "the Project").

Subrecipient Initials: 1.) BA 2.) TF 3.) RC Date: 11-19-18

3. AREA COVERED. Except as otherwise specifically provided for herein, the Subrecipient shall perform the Project in, and with respect to, the State of New Hampshire.
4. EFFECTIVE DATE: COMPLETION OF PROJECT.
- 4.1. This Agreement, and all obligations of the parties hereunder, shall become effective on the date of approval of this Agreement by the Governor and Council of the State of New Hampshire if required (block 1.17), or upon signature by the State Agency as shown in block 1.14 ("the effective date").
- 4.2. Except as otherwise specifically provided herein, the Project, including all reports required by this Agreement, shall be completed in its entirety prior to the date in block 1.7 (hereinafter referred to as "the Completion Date").
5. GRANT AMOUNT: LIMITATION ON AMOUNT: VOUCHERS: PAYMENT.
- 5.1. The Grant Amount is identified and more particularly described in EXHIBIT B, attached hereto.
- 5.3. The manner of, and schedule of payment shall be as set forth in EXHIBIT B. In accordance with the provisions set forth in EXHIBIT B, and in consideration of the satisfactory performance of the Project, as determined by the State, and as limited by subparagraph 5.5 of these general provisions, the State shall pay the Subrecipient the Grant Amount. The State shall withhold from the amount otherwise payable to the Subrecipient under this subparagraph 5.3 those sums required, or permitted, to be withheld pursuant to N.H. RSA 80:7 through 7-c. The payment by the State of the Grant amount shall be the only, and the complete payment to the Subrecipient for all expenses, of whatever nature, incurred by the Subrecipient in the performance hereof, and shall be the only, and the complete, compensation to the Subrecipient for the Project. The State shall have no liabilities to the Subrecipient other than the Grant Amount.
- 5.5. Notwithstanding anything in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made, hereunder exceed the Grant limitation set forth in block 1.8 of these general provisions.
6. COMPLIANCE BY SUBRECIPIENT WITH LAWS AND REGULATIONS. In connection with the performance of the Project, the Subrecipient shall comply with all statutes, laws regulations, and orders of federal, state, county, or municipal authorities which shall impose any obligations or duty upon the Subrecipient, including the acquisition of any and all necessary permits.
- 7.1. RECORDS and ACCOUNTS. Between the Effective Date and the date three (3) years after the Completion Date the Subrecipient shall keep detailed accounts of all expenses incurred in connection with the Project, including but not limited to, costs of administration, transportation, insurance, telephone calls, and clerical materials and services. Such accounts shall be supported by receipts, invoices, bills and other similar documents.
- 7.2. Between the Effective Date and the date three (3) years after the Completion Date, at any time during the Subrecipient's normal business hours, and as often as the State shall demand, the Subrecipient shall make available to the State all records pertaining to matters covered by this Agreement. The Subrecipient shall permit the State to audit, examine, and reproduce such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, data (as that term is hereinafter defined), and other information relating to all matters covered by this Agreement. As used in this paragraph, "Subrecipient" includes all persons, natural or fictional, affiliated with, controlled by, or under common ownership with, the entity identified as the Subrecipient in block 1.3 of these provisions
8. PERSONNEL.
- 8.1. The Subrecipient shall, at its own expense, provide all personnel necessary to perform the Project. The Subrecipient warrants that all personnel engaged in the Project shall be qualified to perform such Project, and shall be properly licensed and authorized to perform such Project under all applicable laws. The Subrecipient shall not hire, and it shall not permit any subcontractor, subgrantee, or other person, firm or corporation with whom it is engaged in a combined effort to perform the Project, to hire any person who has a contractual relationship with the State, or who is a State officer or employee, elected or appointed. The Grant Officer shall be the representative of the State hereunder. In the event of any dispute hereunder, the interpretation of this Agreement by the Grant Officer, and his/her decision on any dispute, shall be final.
9. DATA: RETENTION OF DATA: ACCESS.
- 9.1. As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, paper, and documents, all whether finished or unfinished.
- 9.2. Between the Effective Date and the Completion Date the Subrecipient shall grant to the State, or any person designated by it, unrestricted access to all data for examination, duplication, publication, translation, sale, disposal, or for any other purpose whatsoever.
- 9.3. No data shall be subject to copyright in the United States or any other country by anyone other than the State.
- 9.4. On and after the Effective Date all data, and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason, whichever shall first occur.
- 9.5. The State, and anyone it shall designate, shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, all data.
10. CONDITIONAL NATURE OR AGREEMENT. Notwithstanding anything in this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability or continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available or appropriated funds. In the event of a reduction or termination of those funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Subrecipient notice of such termination.
11. EVENT OF DEFAULT: REMEDIES.
- 11.1. Any one or more of the following acts or omissions of the Subrecipient shall constitute an event of default hereunder (hereinafter referred to as "Events of Default"):
- 11.1.1 Failure to perform the Project satisfactorily or on schedule; or
- 11.1.2 Failure to submit any report required hereunder; or
- 11.1.3 Failure to maintain, or permit access to, the records required hereunder; or
- 11.1.4 Failure to perform any of the other covenants and conditions of this Agreement.
- 11.2. Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:
- 11.2.1 Give the Subrecipient a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Subrecipient notice of termination; and
- 11.2.2 Give the Subrecipient a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the Grant Amount which would otherwise accrue to the Subrecipient during the period from the date of such notice until such time as the State determines that the Subrecipient has cured the Event of Default shall never be paid to the Subrecipient; and
- 11.2.3 Set off against any other obligation the State may owe to the Subrecipient any damages the State suffers by reason of any Event of Default; and
- 11.2.4 Treat the agreement as breached and pursue any of its remedies at law or in equity, or both.
12. TERMINATION.
- 12.1. In the event of any early termination of this Agreement for any reason other than the completion of the Project, the Subrecipient shall deliver to the Grant Officer, not later than fifteen (15) days after the date of termination, a report (hereinafter referred to as the "Termination Report") describing in detail all Project Work performed, and the Grant Amount earned, to and including the date of termination.
- 12.2. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall entitle the Subrecipient to receive that portion of the Grant amount earned to and including the date of termination.
- 12.3. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall in no event relieve the Subrecipient from any and all liability for damages sustained or incurred by the State as a result of the Subrecipient's breach of its obligations hereunder.
- 12.4. Notwithstanding anything in this Agreement to the contrary, either the State or, except where notice default has been given to the Subrecipient hereunder, the Subrecipient, may terminate this Agreement without cause upon thirty (30) days written notice.
13. CONFLICT OF INTEREST. No officer, member of employee of the Subrecipient, and no representative, officer or employee of the State of New Hampshire or of the governing body of the locality or localities in which the Project is to be performed, who exercises any functions or responsibilities in the review or

Subrecipient Initials: 1.) BA

2.) T.M.

3.) BC

Date: 11-19-18

approval of the undertaking or carrying out of such Project, shall participate in any decision relating to this Agreement which affects his or her personal interest or the interest of any corporation, partnership, or association in which he or she is directly or indirectly interested, nor shall he or she have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

14. SUBRECIPIENT'S RELATION TO THE STATE. In the performance of this Agreement the Subrecipient, its employees, and any subcontractor or subgrantee of the Subrecipient are in all respects independent contractors, and are neither agents nor employees of the State. Neither the Subrecipient nor any of its officers, employees, agents, members, subcontractors or subgrantees, shall have authority to bind the State nor are they entitled to any of the benefits, workmen's compensation or emoluments provided by the State to its employees.
15. ASSIGNMENT AND SUBCONTRACTS. The Subrecipient shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the State. None of the Project Work shall be subcontracted or subgranted by the Subrecipient other than as set forth in Exhibit A without the prior written consent of the State.
16. INDEMNIFICATION. The Subrecipient shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based on, resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Subrecipient or subcontractor, or subgrantee or other agent of the Subrecipient. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant shall survive the termination of this agreement.
17. INSURANCE AND BOND.
 - 17.1 The Subrecipient shall, at its own expense, obtain and maintain in force, or shall require any subcontractor, subgrantee or assignee performing Project work to obtain and maintain in force, both for the benefit of the State, the following insurance:
 - 17.1.1 Statutory workmen's compensation and employees liability insurance for all employees engaged in the performance of the Project, and
 - 17.1.2 Comprehensive public liability insurance against all claims of bodily injuries, death or property damage, in amounts not less than \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury or death any one incident, and \$500,000 for property damage in any one incident; and

- 17.2. The policies described in subparagraph 17.1 of this paragraph shall be the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State, and authorized to do business in the State of New Hampshire. Each policy shall contain a clause prohibiting cancellation or modification of the policy earlier than ten (10) days after written notice thereof has been received by the State.
18. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event, or any subsequent Event. No express waiver of any Event of Default shall be deemed a waiver of any provisions hereof. No such failure of waiver shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other default on the part of the Subrecipient.
19. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses first above given.
20. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Council of the State of New Hampshire, if required, or by the signing State Agency.
21. CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be construed in accordance with the law of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assignees. The captions and contents of the "subject" blank are used only as a matter of convenience, and are not to be considered a part of this Agreement or to be used in determining the intent of the parties hereto.
22. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.
23. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings relating hereto.
24. SPECIAL PROVISIONS. The additional provisions set forth in Exhibit C hereto are incorporated as part of this agreement.

Subrecipient Initials: 1.)

BA

2.)

JJ

3.)

BL

Date: 11-19-18

EXHIBIT A

Scope of Services

1. The Department of Safety, Division of Homeland Security and Emergency Management (hereinafter referred to as "the State") is awarding the Town of Marlow (hereinafter referred to as "the Subrecipient") \$123,832.50 to remove the 60" diameter culvert on Baine Road and replace it with a precast concrete box culvert with associated concrete headwalls, cutoff walls, and wing walls.
2. "The Subrecipient" agrees that the project grant period ends June 1, 2021 and that a final performance and expenditure report will be sent to "the State" by July 1, 2021.
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 25% cost share required by this grant.

Subrecipient Initials: 1.)

BA

2.)

FF

3.)

BC

Date:

11-19-18

Page 4 of 6

EXHIBIT B

Grant Amount and Payment Schedule

1. GRANT AMOUNT

	Applicant	Grant	
	Share	(Federal Funds)	Cost Totals
Project Cost	\$41,277.50	\$ 123,832.50	\$165,110.00
Project Cost is 75% Federal Funds, 25% Applicant Share			
Awarding Agency: Federal Emergency Management Agency (FEMA)			
Award Title & #: Hazard Mitigation Grant Program (HMGP) FEMA-4316-DR-NH-HMGP-4-R			
Catalog of Federal Domestic Assistance (CFDA) Number: 97.039 (HMGP)			
Applicant's Data Universal Numbering System (DUNS): 080692074			

2. PAYMENT SCHEDULE

- a. "The Subrecipient" agrees the total payment by "the State" under this grant agreement shall be up to \$123,832.50.
- b. "The State" shall reimburse up to \$123,832.50 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.

Subrecipient Initials: 1.) BA

2.) 77

3.) DL

Date: 11-19-18

EXHIBIT C

Special Provisions

1. This grant agreement may be terminated upon thirty (30) days written notice by either party.
2. Any funds advanced to "the Subrecipient" must be returned to "the State" if the grant agreement is terminated for any reason other than completion of the project.
3. Any funds advanced to "the Subrecipient" must be expended within thirty (30) days of receiving the advanced funds.
4. "The Subrecipient" will be required to provide the formally approved Local Hazard Mitigation Plan electronically (via email or CD) at the completion of the project.
5. "The Subrecipient" agrees to have an audit conducted in compliance with OMB Circular 2 CFR 200, if applicable. If a compliance audit is not required, at the end of each audit period "the Subrecipient" will certify in writing that they have not expended the amount of federal funds that would require a compliance audit (\$750,000). If required, they will forward for review and clearance a copy of the completed audit(s) to "the State".

Additionally, "the Subrecipient" has or will notify their auditor of the above requirements prior to performance of the audit. "The Subrecipient" will also ensure that, if required, the entire grant period will be covered by a compliance audit, which in some cases will mean more than one audit must be submitted. "The Subrecipient" will advise the auditor to cite specifically that the audit was done in accordance with OMB Circular 2 CFR 200. "The Subrecipient" will also ensure that all records concerning this grant will be kept on file for a minimum of three (3) years from the end of this audit period.

Subrecipient Initials: 1.) BA 2.) JZ 3.) DL Date: 11-19-13

U.S. Department of Homeland Security
FEMA Region I
99 High Street
Boston, MA 02110-2132



FEMA

November 6, 2018

Perry Plummer, Director
Homeland Security and Emergency Management
33 Hazen Dr.
Concord, NH 03305

Re: FEMA-4316-DR-NH
Hazard Mitigation Grant Program (HMGP) Project # 4-R
Baine Road Culvert, Marlow, NH

Dear Director Plummer:

Enclosed please find the obligation reports for the following HMGP project:

4316-4-R	Town of Marlow, New Hampshire Baine Road Culvert	\$ 123,832.50
	Total:	\$ 123,832.50

The grant period of performance (POP) for FEMA-4316-DR-NH began on June 1, 2017 and ends on June 1, 2021. POP extension requests must be received by FEMA at least 60 days prior to the grant POP termination date.

If you have any questions, please do not hesitate to call Ana Kerr with the FEMA Region I Mitigation Division at (617) 832-4714.

Sincerely,


Dean J. Savramis
Director, Mitigation Division
FEMA Region I

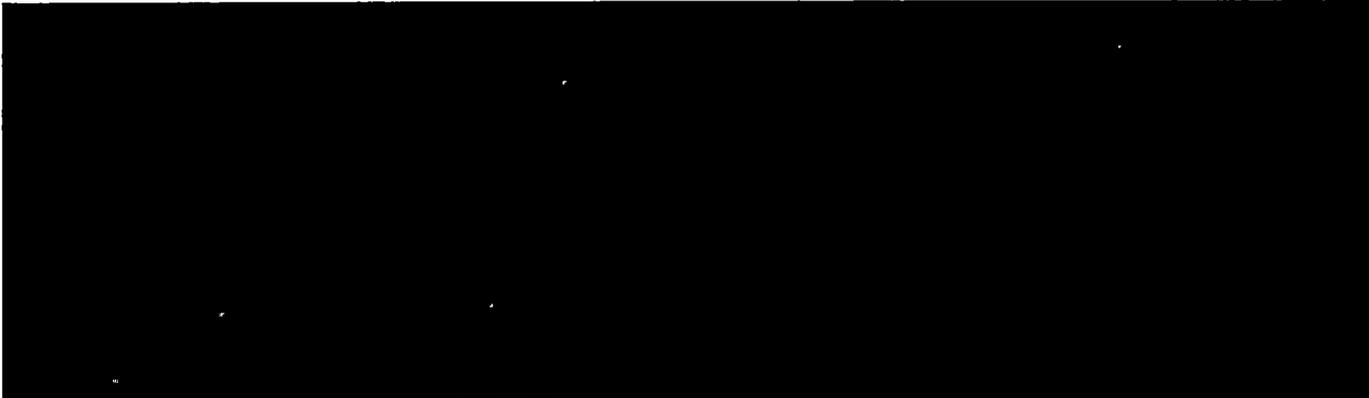
cc: Whitney Welch, State Hazard Mitigation Officer, NH HSEM

Enclosures

SELECTMEN'S MINUTES NOVEMBER 19, 2018

Present: Robert Allen, Thomas Fuschetto, Barry Corriveau & Jacqui Fay

Quorum declared.



The Town of Marlow Board of Selectmen, in a majority vote, accepted the terms of the Hazard Mitigation Grant Program (HMGP) as presented in the amount of \$123,832.50 for the Baine Road Culvert Project. Furthermore, the Board acknowledges that the total cost of this project will be \$165,110.00 in which the Town will be responsible for a 25% match (\$41,277.50). *



Split
GTC 2/1/18
FISCAL 2/20



BAF/7/BC



CERTIFICATE OF COVERAGE

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

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

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

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

Participating Member: Town of Marlow 167 New Hampshire Rt 123 Marlow, NH 03456	Member Number:	Company Affording Coverage: NH Public Risk Management Exchange - Primex ³ Bow Brook Place 46 Donovan Street Concord, NH 03301-2624
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	Type of Coverage	Effective Date (mm/dd/yyyy)	Expiration Date (mm/dd/yyyy)	Limits - NH Statutory Limits May Apply, If Not	
<input checked="" type="checkbox"/>	General Liability (Occurrence Form) Professional Liability (describe) <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence	7/1/2018	7/1/2019	Each Occurrence	\$5,000,000
General Aggregate				\$5,000,000	
Fire Damage (Any one fire)					
Med Exp (Any one person)					
<input type="checkbox"/>	Automobile Liability Deductible Comp and Coll: <input type="checkbox"/> Any auto			Combined Single Limit (Each Accident)	
				Aggregate	
<input checked="" type="checkbox"/>	Workers' Compensation & Employers' Liability	7/1/2018	7/1/2019	<input checked="" type="checkbox"/> Statutory	
Each Accident				\$2,000,000	
Disease - Each Employee				\$2,000,000	
Disease - Policy Limit					
<input type="checkbox"/>	Property (Special Risk includes Fire and Theft)			Blanket Limit, Replacement Cost (unless otherwise stated)	

Description: Proof of Primex Member coverage only.

CERTIFICATE HOLDER:	Additional Covered Party	Loss Payee	Primex ³ - NH Public Risk Management Exchange
NH Dept of Safety, Homeland Security & Emergency Management 33 Hazen Drive Concord, NH 03305			By: <i>Tammy Denver</i>
			Date: 12/6/2018 <i>tdenver@nhprimex.org</i>
			Please direct inquires to: Primex ³ Claims/Coverage Services 603-225-2841 phone 603-228-3833 fax