165 CSG

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

EDDIE EDWARDS
ASSISTANT COMMISSIONER

STEVEN R. LAVOIE
ASSISTANT COMMISSIONER

August 28, 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 Tuftonboro (VC# 159967-B001), PO Box 98, Ctr Tuftonboro, NH 03816, in the amount of $131,811.30 to update the drainage system on Curtis 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:

		SFY 2025
02-23-23-236010-29200000	Dept. of Safety – HSEM – HMGP	$131,811.30
072-500574 Grants to Local Gov't - Federal		
Activity Code: 23DR4516HM		

EXPLANATION

The purpose of this grant is for the Town of Tuftonboro to do preparatory work, temporary easements, phased construction for access, replacement of a catch basin and culvert with a 3FT diameter HDPE pipe, road reconstruction, installation of culvert end sections and scour protection, and returning the area to pre-construction conditions without impacting the nearby stream. 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 in 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

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. Sub-Recipient Name Town of Tuftonboro (159967 – B001)		**1.4. Sub-Recipient Address** PO Box 98, Ctr Tuftonboro, NH 03816	
1.5 Sub-Recipient Tel. # 603-569-4539 x113	**1.6. Account Number** AU #29200000	**1.7. Completion Date** May 2, 2026	**1.8. Grant Limitation** $131,811.30
1.9. Grant Officer for State Agency Austin T. Brown, Chief of Mitigation & Recovery		**1.10. State Agency Telephone Number** (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."			
1.11. Sub-Recipient Signature 1 Robert Murray		**1.12. Name & Title of Sub-Recipient Signor 1** Robert Murray, Chairman Board of Selectmen	
Sub-Recipient Signature 2		**Name & Title of Sub-Recipient Signor 2** William "Chip" Albee, Selectman	
Sub-Recipient Signature 3 David Dauphinais		**Name & Title of Sub-Recipient Signor 3** David Dauphinais, Selectman	
1.13. State Agency Signature(s) **By:** **On:** / /		**1.14. Name & Title of State Agency Signor(s)** Amy Newbury, Director of Administration	
1.15. Approval by the N.H. Department of Administration, Division of Personnel (if applicable) **By:** **Director, On:** / /			
1.16. Approval by Attorney General (Form, Substance and Execution) (if G & C approval required) **By:** ~~Assistant~~ Attorney ~~General~~, **On:** 09/09/2024			
1.17. Approval by Governor and Council (if applicable) **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 described in the attached EXHIBIT B which is incorporated herein by reference ("Services").

Subrecipient Initials: 1.) RM 2.) 3.) DWD Date: 08/12/2024

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

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.

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 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 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
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.

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.) DWD Date: 08/12/2024

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 Tuftonboro (hereinafter referred to as "the Subrecipient") **$131,811.30** contingent upon preparatory work, temporary easements, phased construction for access, replacement of a catch basin and culvert with a 3FT diameter HDPE pipe, road reconstruction, installation of culvert end sections and scour protection, and returning the area to pre-construction conditions without impacting the nearby stream.

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. Preparation work would include clearing trees and placing erosion and sediment controls. 2. Temporary easements are expected to be required for construction. Phased construction techniques would be utilized to maintain access during construction. The proposed temporary construction easement would be used for construction vehicle access to remove the existing culvert and catch basin and install the new ditch and culvert. The sediment basin (shown in site plans) would be temporary (if needed), for use during construction. 4. The area would be returned to pre-construction conditions. 5. Construction would involve replacing the existing catch basin and culvert with a 3FT diameter HDPE pipe. Approximately 20 FT of roadway reconstruction is expected on each side of the culvert. Culvert end sections would be installed at the inlet and outlet, in addition to scour protection (stone fill). Exact location for stone fill would be determined during the final design phase of the project but would likely be at the inlet to the culvert and the outlet apron. No guardrails are anticipated. No headwalls or wingwalls are planned to be installed on either side of the culvert. The project is for drainage only and would not affect the nearby stream.

Subrecipient Initials: 1.) Bob 2.) [illegible] 3.) DWD Date: 08/12/2024

EXHIBIT C

Grant Amount and Payment Schedule

1. GRANT AMOUNT

	Sub-Applicant Share	Grant (Federal Share)	Cost Totals
Project Cost	$14,645.70	$131,811.30	$146,457.00
Project Cost is 90% Federal Funds, 10% Applicant Share			
Awarding Agency: Federal Emergency Management Agency (FEMA)			
Award Title & #: Hazard Mitigation Grant Program (HMGP) 4516DRNHP00000025			
Catalog of Federal Domestic Assistance (CFDA) Number: 97.039			
Applicant's Unique Entity Identifier (UEI): HGM6EBALZNN1			

2. PAYMENT SCHEDULE

a. "The Subrecipient" agrees the total payment by "the State" under this grant agreement shall be up to $ **131,811.30.**

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 $ **131,811.30** 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.) Rob 2.) [illegible] 3.) DWD Date: 08/12/2024

TOWN OF TUFTONBORO
BOARD OF SELECTMEN
240 Middle Road, P.O. BOX 98
Center Tuftonboro, NH 03816
Telephone: (603) 569-4539
www.tuftonboronh.gov

Selectmen's Meeting Minutes **Monday August 12, 2024**
4:30pm – Town House

Present: Chairman Murray, Selectman Albee, Selectman Dauphinais, Town Administrator Audrey Fraizer, and Clerical Secretary Ashley Esposito. Several members from the public were also present.

CALL TO ORDER

Chairman Murray called the BOS meeting to order at approximately 4:30 p.m. and lead the Pledge of Allegiance.

ACTION ITEMS

HMGP 4516 - Town of Tuftonboro - Curtis Road Drainage system replacement
The Board discussed the various sources of funding for the Town portion, $14,645.70, of the grant. Chairman Murray made a motion to accept the terms of the Hazard Mitigation Grant Program as presented in the amount of $131,811.30 for the Curtis Road drainage system replacement project. Furthermore, the Board acknowledges that the total cost of this project will be $146,457.00, in which the Town will be responsible for a 10% match ($14,645.70). The motion was seconded by Selectman Albee. The motion passed (3-0).

Respectfully submitted,
Audrey Fraizer
Town Administrator

FEDERAL EMERGENCY MANAGEMENT AGENCY

RECORD OF ENVIRONMENTAL CONSIDERATION (REC)

Project HMGP-4516-0002-NH (R) (1)

Title: Curtis Road Culvert

NEPA DETERMINATION

Non Compliant Flag:	No	**EA Draft Date:**		**EA Final Date:**	
EA Public Notice Date:		**EA Fonsi**		**Level:**	CATEX
EIS Notice of Intent		**EIS ROD Date:**			

Comment Project Location/Lat, Long:
Curtis Road, Tuftonboro, NH (43.642126, -71.245587) to (43.643004, -71.244449)

Project Scope of Work:
The Town of Tuftonboro would use Hazard Mitigation Grant Program (HMGP) funding to replace the existing Curtis Road drainage system. The existing drainage system is undersized, which results in significant damage to the roadway during regular storm events. This results in road closure until repairs could be completed, inconveniencing town residents and emergency services. Curtis Road is the only access to this area of town.

Prep work would include clearing trees and placing erosion and sediment controls. Temporary easements are expected to be required for construction. Equipment staging would occur on the north end of the project limits within the right of way. The proposed tree removal area would be within limits of ground disturbance in the right of way and within proposed easement areas. Approximately 40 trees (including rootballs) would be removed. Phased construction techniques would be utilized to maintain access during construction. The proposed temporary construction easement would be used for construction vehicle access to remove the existing culvert and catch basin and install the new ditch and culvert. The sediment basin (shown in site plans) would be temporary (if needed), for use during construction. The existing system consists of an undefined ditch on the northwest side of Curtis Road, which flows into a catch basin on the northwest side of the 12-IN culvert, which outlets to the southeast side of Curtis Road. The area would be returned to pre-construction conditions.

Construction would involve replacing the existing catch basin and culvert with a 3FT diameter HDPE pipe. Approximately 20 FT of roadway reconstruction is expected on each side of the culvert. Culvert end sections would be installed at the inlet and outlet, in addition to scour protection (stone fill). Exact location for stone fill would be determined during the final design phase of the project but would likely be at the inlet to the culvert and the outlet apron. No guardrails are anticipated. No headwalls or wingwalls are planned to be installed on either side of the culvert. The project is for drainage only and would not affect the nearby stream.

NEPA:
NEPA: This project is Categorically Excluded from the need to prepare either an Environmental Impact Statement or Environmental Assessment in accordance with the FEMA Instruction 108-1-1 and DHS Instruction 023-01-001-01. - kelkins - 09/12/2023 15:44:12 GMT

CATEX CATEGORIES

Catex Category Code	Description	Selected
*n9	(*n9) Federal Assistance for Flood Hazard Reduction Actions. Federal assistance for drainage, berm, water crossing, and detention, retention, or sediment pond projects which have the primary purpose of addressing flood hazards and: (a) Do not affect more than 25 acres, (b) Do not result in adverse flood risk effects to downstream communities, (c) Do not result in any increase of flood levels within the community during the occurrence of the base flood discharge if the action takes place within the regulatory floodway, and (d) Where the effect of the proposed project when combined with other existing or reasonably foreseeable development will not increase water surface elevation of the base flood more than one foot at any point within the community if the action takes place in a floodplain with no regulatory floodway. This CATEX covers minor flood control actions as identified in Sections 1366 and 1361 of the National Flood Insurance Act (NFIA). Actions that are not covered in Sections 1366 and 1361 of the NFIA, such as dikes, levees, seawalls, groins, and jetties, are excluded from this CATEX.	Yes

FEDERAL EMERGENCY MANAGEMENT AGENCY

RECORD OF ENVIRONMENTAL CONSIDERATION (REC)

Project HMGP-4516-0002-NH (R) (1)

Title: Curtis Road Culvert

EXTRAORDINARY

Extraordinary Circumstance Code	Description	Selected ?
	No Extraordinary Circumstances were selected	

ENVIRONMENTAL LAW / EXECUTIVE ORDER

Environmental Law/ Executive Order	Status	Description	Comment
Clean Air Act (CAA)	Completed	Project will not result in permanent air emissions - Review concluded	CAA: Project would not result in permanent air emissions. - kelkins - 09/12/2023 15:54:25 GMT
Coastal Barrier Resources Act (CBRA)	Completed	Project is not on or connected to CBRA Unit or otherwise protected area - Review concluded	CBRA: Project is in central New Hampshire, therefore, is not in a CBRA unit or OPA. - kelkins - 09/12/2023 15:52:16 GMT
Clean Water Act (CWA)	Completed	Project would not affect any water of the U.S. - Review concluded	CWA: Work would not affect or take place in water. The primary function of the culvert is for stormwater drainage. - kelkins - 09/12/2023 15:52:57 GMT
Coastal Zone Management Act (CZMA)	Completed	Project is not located in a coastal zone area and does not affect a coastal zone area - Review concluded	CZMA: Project is in central New Hampshire, therefore CZMA does not apply. - kelkins - 09/12/2023 15:53:51 GMT
Executive Order 11988 - Floodplains	Completed	No effect on floodplain/flood levels and project outside floodplain - Review concluded	EO11988: Per Flood Insurance Rate Map (FIRM) community map and panel number 33003C0640D effective 3/19/2013, the project is located outside of all Special Flood Hazard Areas (SFHA), i.e., the project is in Un-shaded X. - kelkins - 09/12/2023 15:58:14 GMT
Executive Order 11990 - Wetlands	Completed	No effects on wetlands and project outside wetlands - Review concluded	EO11990: Determination based on review of U.S. Fish and Wildlife National Wetlands Inventory, Wetlands Mapper, located at http://www.fws.gov/wetlands/Data/Mapper.html, accessed on 2/16/2023; the project is neither located in nor will it affect mapped wetlands. - kelkins - 09/12/2023 15:59:27 GMT
Executive Order 12898 - Environmental Justice for Low Income and Minority Populations	Completed	No Low income or minority population in, near or affected by the project - Review concluded	EO12898: FEMA has determined that the following types of activities have limited or no potential to affect minority or low-income populations and FEMA has no further EO 12898 responsibilities with regards to them. - kelkins - 09/12/2023 16:00:39 GMT

FEDERAL EMERGENCY MANAGEMENT AGENCY

RECORD OF ENVIRONMENTAL CONSIDERATION (REC)

Project HMGP-4516-0002-NH (R) (1)

Title: Curtis Road Culvert

Environmental Law/ Executive Order	Status	Description	Comment
Endangered Species Act (ESA)	Completed	Listed species and/or designated critical habitat present in areas affected directly or indirectly by the federal action	ESA: Determination based on 9/11/2023 review of USFWS site at: https://ipac.ecosphere.fws.gov/location/index; this project as described will not affect ESA-listed Northern long-eared bat, small whorled pogonia, nor critical habitat. According to IPaC, the project area is not within an area where NLEB is likely to occur. Small whorled pogonia habitat is mainly palustrine wetlands, which are not present in the project area. The NLEB determination key in IPaC was completed on 9/11/2023, and a no effect determination was reached. - kelkins - 09/12/2023 15:48:20 GMT
	Completed	No effect to species or designated critical habitat (See comments for justification) - Review concluded	
Farmland Protection Policy Act (FPPA)	Completed	Project does not affect designated prime or unique farmland - Review concluded	FPPA: Per NRCS Web Soil Survey Mapper located at https://websoilsurvey.sc.egov.usda.gov/App/WebSoilSurvey.aspx, the project as described is not located within designated farmland as defined by 7 C.F.R. Part 658.2(a). - kelkins - 09/12/2023 15:55:00 GMT
Fish and Wildlife Coordination Act (FWCA)	Not Applicable	Project does not affect, control, or modify a waterway/body of water - Review concluded	
Migratory Bird Treaty Act (MBTA)	Completed	Project located within a flyway zone	MBTA: There are 11 migratory bird species found in the project area according to IPaC, but the project does not have potential to take migratory birds. - kelkins - 09/12/2023 15:56:18 GMT
	Completed	Project does not have potential to take migratory birds - Review concluded	
Magnuson-Stevens Fishery Conservation and Management Act (MSA)	Completed	Project not located in or near Essential Fish Habitat - Review concluded	MSA: Project in central New Hampshire, therefore, EFH is not applicable. - kelkins - 09/12/2023 15:56:56 GMT
National Historic Preservation Act (NHPA)	Completed	Applicable executed Programmatic Agreement. Activity meets Programmatic Allowance (enter date and # in comments) - Review concluded	NHPA: Pursuant to Appendix B of the New Hampshire Section 106 Programmatic Agreement executed 05/10/2019, this project will have limited to no effect on historic properties. The scope of work, as described, meets Programmatic Allowances Tier 2 Section C.1.c in -kind repair or replacement, or minor upgrade of culvert systems and Tier 2 Section A.6.a, rootballs. At this time, no consultation with the State Historic Preservation Officer (SHPO) or Tribes is required; however, if the scope of work changes this project

RECORD OF ENVIRONMENTAL CONSIDERATION (REC)

Project HMGP-4516-0002-NH (R) (1)

Title: Curtis Road Culvert

Environmental Law/ Executive Order	Status	Description	Comment
			needs to be resubmitted for further EHP review. The scope of work was reviewed by Krista Richardson-Cline who is SOI Qualified in Archaeology by the FEMA Federal Preservation Officer and they have determined that as described the project, meets the requirements of the Allowance(s). - kelkins - 09/12/2023 15:45:22 GMT
Wild and Scenic Rivers Act (WSR)	Completed	Project is not along and does not affect Wild and Scenic River - Review concluded	WSRA: Project site is approximately 35 miles to the nearest designated river, according to National_Wild_and_Scenic_River_Segments.kml downloaded from rivers.gov and dated 01/16/2017. - kelkins - 09/12/2023 15:57:35 GMT

CONDITIONS

Special Conditions required on implementation of Projects:

National Historic Preservation Act (human remains): STOP Work if human remains are discovered. The project proponent and their contractor must immediately stop all work in the vicinity of the discovery and take reasonable measures to avoid or minimize harm to the remains, project all human remains discoveries, and restrict access to discovery sites. The project proponents and their contractor must follow all state laws associated with the discovery of human remains, including immediately notifying the proper authorities. Violation of state law will jeopardize FEMA funding for this project. The project proponent will inform the Office of the Chief Medical Examiner, the State Archaeologist, the State Emergency Management Agency, and the FEMA Deputy Regional Environmental Officer Mary Shanks, 617-901-2204. FEMA will consult with the SHPO and Tribes, if remains are of tribal origin. Work in the vicinity of the discovery(s) may not resume until consultation is completed and appropriate measures have been taken to ensure that the project is compliant with the National Historic Preservation Act and the Native American Graves Protection and Repatriation Act.

Source of condition: National Historic Preservation Act (NHPA) Monitoring Required: No

National Historic Preservation Act (artifacts): Stop Work if archaeological deposits (for example Indian pottery, stone tools, shell, old house foundations, old bottles) are found/uncovered during construction. The project proponent and/or their contractor must immediately stop all work in the vicinity of the find, take reasonable measures to avoid or minimize harm to the finds, secure all archaeological finds (without removing them), and restrict access to the area of the find. The project proponent must immediately report the archaeological discovery to the State Emergency Management Agency and the FEMA Deputy Regional Environmental Officer Mary Shanks, 617-901-2204. FEMA will determine the next steps.

Source of condition: National Historic Preservation Act (NHPA) Monitoring Required: No

National Historic Preservation Act (staging and access): Staging of equipment and materials and temporary access routes including, but not limited to, routes between staging and work areas shall take place on existing hardened surfaces such as paved or gravel roadways or parking lots. If additional staging areas or access routes are to be established on non-hardened surfaces, the Subrecipient must notify FEMA prior to construction or use. FEMA must review the staging area(s) and/or access route(s) for compliance with all applicable federal environmental planning and historic preservation laws and executive orders. Non-compliance with this requirement may jeopardize receipt of federal funding. Documentation in the form of photographs showing the staging and temporary and permanent access areas in use and shortly after construction is complete is required at closeout.

Source of condition: National Historic Preservation Act (NHPA) Monitoring Required: No

Standard Conditions:

RECORD OF ENVIRONMENTAL CONSIDERATION (REC)

Project HMGP-4516-0002-NH (R) (1)

Title: Curtis Road Culvert

Any change to the approved scope of work will require re-evaluation for compliance with NEPA and other Laws and Executive Orders.

This review does not address all federal, state and local requirements. Acceptance of federal funding requires recipient to comply with all federal, state and local laws. Failure to obtain all appropriate federal, state and local environmental permits and clearances may jeopardize federal funding.

If ground disturbing activities occur during construction, applicant will monitor ground disturbance and if any potential archeological resources are discovered, will immediately cease construction in that area and notify the State and FEMA.

U.S. Department of Homeland Security
FEMA Region I
220 Binney Street
Cambridge, MA 02142

FEMA

Acknowledgment of Programmatic Requirements

Major Disaster: FEMA-4516-DR-NH
Hazard Mitigation Grant Program Project Number: 4516-2R
Project Name: 4516 2R Tuftonboro Curtis Road Drainage System
Recipient: New Hampshire Homeland Security and Emergency Management
Subrecipient: Town of Tuftonboro
Project Location: Curtis Road
Project Coordinates: Latitude: 43.641, Longitude: -71.246
Project Description / Scope of Work:

The Town of Tuftonboro would use Hazard Mitigation Grant Program (HMGP) funding to replace the existing Curtis Road drainage system. The existing drainage system is undersized, which results in significant damage to the roadway during regular storm events. This results in road closure until repairs could be completed, inconveniencing town residents and emergency services. Curtis Road is the only access to this area of town.

Preparation work would include clearing trees and placing erosion and sediment controls. Temporary easements are expected to be required for construction. Equipment staging would occur on the north end of the project limits within the right of way. The proposed tree removal area would be within limits of ground disturbance in the right of way and within proposed easement areas. Approximately 40 trees (including root balls) would be removed. Phased construction techniques would be utilized to maintain access during construction. The proposed temporary construction easement would be used for construction vehicle access to remove the existing culvert and catch basin and install the new ditch and culvert. The sediment basin (shown in site plans) would be temporary (if needed), for use during construction. The existing system consists of an undefined ditch on the northwest side of Curtis Road, which flows into a catch basin on the northwest side of the 12-IN culvert, which outlets to the southeast side of Curtis Road. The area would be returned to pre-construction conditions.

Construction would involve replacing the existing catch basin and culvert with a 3FT diameter HDPE pipe. Approximately 20 FT of roadway reconstruction is expected on each side of the culvert. Culvert end sections would be installed at the inlet and outlet, in addition to scour protection (stone fill). Exact location for stone fill would be determined during the final design phase of the project but would likely be at the inlet to the culvert and the outlet apron. No guardrails are anticipated. No headwalls or wingwalls are planned to be installed on either side of the culvert. The project is for drainage only and would not affect the nearby stream.

Federal Funding: The Federal Award is $131,811.30, which is 90% of the total approved project cost of $146,457.00.

Non-Federal Funding: As a condition of the Federal Award, the Recipient is required to contribute a Non-Federal match of $14,645.70 which is 10% of the total approved project cost.

Approved Non-Federal Match:
Source: Town of Tuftonboro

Type: Cash
Description: The Town of Tuftonboro will be providing non-federal match via cash in the amount of $14,645.70.

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;
- Are 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 2CFR 200.332.

B. The Recipient and Subrecipient must comply with the requirements of 2 C.F.R. pt. 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 pt. 9, Floodplain Management and Protection of Wetlands
- The Recipient and Subrecipient must comply with 44 CFR pt. 60, Flood plain management criteria for flood-prone areas.
- The Recipient and Subrecipient must comply with 44 CFR pt. 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 4516 2R Tuftonboro Curtis Road Drainage System

B. The Recipient and Subrecipient must comply with the requirements for the project summarized here:
   a. No supplemental requirements.

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 FFATA, which includes requirements on executive compensation, and also requirements implementing the Act for the Non-Federal entity at 2 CFR parts 25 and 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 **thirty-three (33)** 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 Section 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**
   - Meet with subrecipient regularly to review subrecipient progress
   - Ensure invoices/financial reports are timely, compliant with the terms of the subaward agreement, accurate, and contain the appropriate certification
   - 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.)

- For any questionable expense(s), request additional backup from the subrecipient specific to the charge(s) prior to payment
- As issues arise report them to FEMA through the Recipient
- Request additional supporting detail for all financial invoices and expenses in accordance with the subaward terms and conditions
- Document and retain communications regarding project performance
- 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 **thirty-three (33)** 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 scheduled 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

V. Acknowledgements

Signature Recipient

Signature Subrecipient

ROBERT M. BURROWS, DIRECTOR
Print Name and Title

GUY PIKE CHAIRMAN BOARD of SELECTMEN
Print Name and Title

7 FEB 2024
Date

1 FEB 24
Date

U.S. Department of Homeland Security
FEMA Region I
220 Binney Street
Cambridge, MA 02142

FEMA

Sent Via Email

July 30, 2024

Robert Buxton
Governor's Authorized Representative
Director
New Hampshire Homeland Security and
Emergency Management
33 Hazen Drive
Concord, New Hampshire 03305

Re: Major Disaster Declaration: FEMA-4516-DR-NH
Program: Hazard Mitigation Grant Program, Assistance Listing #97.039
Recipient: New Hampshire Homeland Security and Emergency Management
Subrecipient: Town of Tuftonboro
Federal Award No.: 4516DRNHP00000025
Project: Tuftonboro Curtis Road Drainage System
Project #: HMGP-4516-2R

Dear Director Buxton,

The Federal Emergency Management Agency ("FEMA"), U.S. Department of Homeland Security has awarded the above-referenced subaward that the New Hampshire Homeland Security and Emergency Management submitted under the Hazard Mitigation Grant Program ("HMGP") for FEMA-4516-DR-NH. The Subrecipient for this subaward is the Town of Tuftonboro and the approved federal funding for the subaward is $131,811.30, which is 90% of the total approved project cost of $ 146,457.00. As a condition of the federal award, the Town of Tuftonboro is required to contribute a non-Federal cost-share of $14,645.70.

By accepting this Federal award, you acknowledge that the terms and conditions set forth in the following documents are incorporated into the terms and conditions of this award and will ensure that you incorporate them into any subaward to the subapplicant.

- FEMA-State Agreement for FEMA-4516-DR-NH
- FY 2020 Department of Homeland Security Standard Terms and Conditions, v. 10.1
- Hazard Mitigation Assistance Guidance (2015)
- Acknowledgment of Programmatic Requirements (enclosed)
- Obligation Report (enclosed)
- Record of Environmental Consideration (enclosed)

If you have any questions, please contact Austin Lizotte, Mitigation Division, FEMA Region I at austin.lizotte@fema.dhs.gov.

Sincerely,

Richard H. Verville
Deputy Director, Mitigation Division
FEMA Region I

Enclosures

cc: Austin Brown, Chief of Mitigation & Recovery, New Hampshire Homeland Security & Emergency Management
Dena Norman, Assistant Chief of Mitigation, New Hampshire Homeland Security & Emergency Management

INFORMATION CONCERNING THE FEDERAL AWARD
Hazard Mitigation Grant Program
Major Disaster FEMA-4516-DR-NH
Federal Award No.: 4516DRNHP00000025
Project No.: HMGP- 4516-2R

Recipient Name:	New Hampshire Homeland Security and Emergency Management
Recipient's Unique Entity Identifier (UEI):	V9GSW38ZEVC5
Subrecipient Name:	Town of Tuftonboro
Subrecipient's Unique Entity Identifier (UEI):	HGM6EBALZNN1
Assistance Listings Number and Title:	97.039, Hazard Mitigation Grant Program
Federal Award Identification Number (FAIN):	4516DRNHP00000005
HMGP Project Number:	HMGP-4516-2R
Federal Award Date:	July 30, 2024
Period of Performance Start and End Date:	8/5/2021 – 5/2/2026 Project Completion ▪ HMGP Projects: 5/2/2026
Budget Period Start and End Date:	8/5/2021 – 5/2/2026
Amount of Federal Funds Obligated by this Action:	$131,811.30
Total Amount of Federal Funds Obligated:	$131,811.30
Total Approved Cost Sharing or Matching:	$14,645.70
Total Amount of the Federal Award Including Approved Cost Share or Matching:	$146,457.00
Budget Approved by the Federal Awarding Agency (to comply with statutory requirements (e.g. FFATA)):	The approved budget is set forth below.
Federal Award Description	Localized Flood Risk Reduction Project

Name of Federal Awarding Agency and Contact Information for Awarding Official:	Federal Emergency Management Agency Richard Verville, Deputy Director, Mitigation Division Email: richard.verville@fema.dhs.gov Phone: (857) 205-2841
Identification of Whether the Award is R&D:	No part of this Federal award is for research and development.
Indirect Cost Rate for the Federal Award:	Indirect costs are not authorized under this award.

BUDGET COST CATEGORIES

Object Class	**Cost**
Administrative and legal expenses	$0
Land, structures, rights-of-way, appraisals, etc.	$8,000.00
Relocation expenses and payments	$ 0
Architectural and engineering fees	$28,000.00
Other architectural and engineering fees	$14,000.00
Project inspection fees	$ 0
Site work	$ 0
Demolition and removal	$ 0
Construction	$83,143.00
Equipment	$ 0
Miscellaneous	$ 0
Contingencies	$13,314.00
Total:	$146,457.00

PROJECT SPECIFIC TERMS AND CONDITIONS
Hazard Mitigation Grant Program
Major Disaster FEMA-4516-DR-NH
Federal Award No.: 4516DRNHP00000025
Project No.: HMGP-4516-2R

I. FINAL MITIGATION PROJECT REQUIREMENT

The financial assistance provided for this project is conditioned upon the delivery of the following components: 1. Preparation work would include clearing trees and placing erosion and sediment controls. 2. Temporary easements are expected to be required for construction. Phased construction techniques would be utilized to maintain access during construction. The proposed temporary construction easement would be used for construction vehicle access to remove the existing culvert and catch basin and install the new ditch and culvert. The sediment basin (shown in site plans) would be temporary (if needed), for use during construction. 4. The area would be returned to pre-construction conditions. 5. Construction would involve replacing the existing catch basin and culvert with a 3FT diameter HDPE pipe. Approximately 20 FT of roadway reconstruction is expected on each side of the culvert. Culvert end sections would be installed at the inlet and outlet, in addition to scour protection (stone fill). Exact location for stone fill would be determined during the final design phase of the project but would likely be at the inlet to the culvert and the outlet apron. No guardrails are anticipated. No headwalls or wingwalls are planned to be installed on either side of the culvert. The project is for drainage only and would not affect the nearby stream.

II. PRE-CONSTRUCTION INITIAL SITE VIST

A. The Recipient must coordinate with the Subrecipient and request a pre-construction initial site visit from FEMA at least 30 days prior to construction commencing.

III. SCOPE OF WORK CHANGES

A. The Recipient must request and obtain FEMA approval for a change in the scope of work as detailed in the *Hazard Mitigation Assistance Guidance* and 2 C.F.R. § 200.308 before the Recipient or subrecipient commences work on any such change.

B. Any change to the scope of work initiated before FEMA's approval may jeopardize the funding for the project.

C. Modifications to the subawards must be reported, requested, and processed during the implementation phase of the subaward.

D. All approvals to a change in scope of work are committed entirely to FEMA's discretion.

IV. SUBAWARDS

A. Making Subawards. The Recipient, as a pass-through entity, must meet the requirements of 2 C.F.R. § 200.331 when making any subawards. The information included in the subaward must include, among other things, all the terms and conditions imposed by

FEMA upon the Recipient and the subaward period of performance start and end dates. The end date cannot extend beyond the period of performance for the prime HMGP award.

B. Monitoring. The non-Federal entity is responsible for oversight of the operations of the Federal award supported activities. The Recipient, as a pass-through entity, must monitor the activities under Federal awards to meet the requirements of 2 CFR § 200.329.

Events may occur between the scheduled performance reporting dates that have significant impact upon the supported activity. In such cases, the Recipient, as a pass-through entity, must inform FEMA as soon as the following types of conditions become known:

i. Problems, delays, or adverse conditions which will materially impair the ability to meet the objective of the Federal award. This disclosure must include a statement of the action taken, or contemplated, and any assistance needed to resolve the situation.

ii. Favorable developments which enable meeting time schedules and objectives sooner or at less cost than anticipated or producing more or different beneficial results than originally planned.

C. Time Extensions. The recipient must notify the Federal awarding agency in writing 90 calendar days before the end of the project completion specified in the Federal award. The request must include:

i. Written justification, which includes a written explanation of the reasons for the delay
ii. Amended scheduled 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:
    1. Approved Activities Description
    2. Time Frame in Months
    3. Revised Time Frame in Months
    4. Actual Completion Date
    5. Revised Date Completion Date
iii. An outline of remaining funds available to support the extended period of performance,
iv. a description of performance measures necessary to complete the activity

D. Closeout. The Governor's Authorized Representative ("GAR") must submit a closeout letter to FEMA meeting the requirements of 44 C.F.R. § 206.438 and the *Hazard Mitigation Assistance Guide*, Part VI, ¶ F.1 for the project. FEMA must receive this letter upon the earlier of 180 days from the end of the period of performance or completion of the project, whichever is earlier.

Primex³
NH Public Risk Management Exchange

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:	*Member Number:*	*Company Affording Coverage:*
Town of Tuftonboro 240 Middle Road PO Box 98 Center Tuftonboro, NH 03816	313	NH Public Risk Management Exchange - Primex³ PO Box 23 Hooksett, NH 03106-9716

	Type of Coverage	*Effective Date (mm/dd/yyyy)*	*Expiration Date (mm/dd/yyyy)*	*Limits* - NH Statutory Limits May Apply, If Not:	
X	**General Liability (Occurrence Form)**	1/1/2024	1/1/2025	Each Occurrence	$ 2,000,000
	Professional Liability (describe)			General Aggregate	$ 10,000,000
	☐ Claims Made ☐ Occurrence			Fire Damage (Any one fire)	
				Med Exp (Any one person)	
X	**Automobile Liability** Deductible Comp and Coll: $1,000	1/1/2024	1/1/2025	Combined Single Limit (Each Accident)	$2,000,000
	☐ Any auto			Aggregate	$10,000,000
X	**Workers' Compensation & Employers' Liability**	1/1/2024	1/1/2025	X Statutory	
				Each Accident	$2,000,000
				Disease – Each Employee	$2,000,000
				Disease – Policy Limit	
X	**Property (Special Risk includes Fire and Theft)**	1/1/2024	1/1/2025	Blanket Limit, Replacement Cost (unless otherwise stated)	Deductible: $1,000

Description: Proof of Primex Member coverage only.

CERTIFICATE HOLDER:	☐ **Additional Covered Party**	☐ **Loss Payee**	**Primex³ – NH Public Risk Management Exchange**
			By: *Mary Beth Purcell*
NH Department of Safety 33 Hazen Drive Concord, NH 03305			**Date:** 8/14/2024 mpurcell@nhprimex.org Please direct inquires to: **Primex³ Claims/Coverage Services** **603-225-2841 phone** **603-228-3833 fax**