99 - 8/19/26

State of New Hampshire

DEPARTMENT OF SAFETY
JAMES H. HAYES BUILDING
33 HAZEN DRIVE
CONCORD, NEW HAMPSHIRE 03305
603-271-2791

EDDIE EDWARDS
ASSISTANT COMMISSIONER

ROBERT L. QUINN
COMMISSIONER

STEVEN R. LAVOIE
ASSISTANT COMMISSIONER

August 19, 2026

Her Excellency, Governor Kelly A. Ayotte
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 **retroactively** amend an existing grant agreement awarded to the Town of Tuftonboro (VC#159967-B001) to upgrade and replace the culverts on Union Wharf Road. This amendment will extend the completion date from April 2, 2026, to April 2, 2027, with no change to the price limitation of $782,365.50. This grant agreement was initially approved by Governor and Council on March 26, 2025, item #90. Effective upon Governor and Council approval through April 2, 2027. This is a no cost extension. **100% Federal Funds.**

EXPLANATION

This request is **retroactive** due to delays in the federal award process. The extension will provide the Town of Tuftonboro with adequate time to complete the project, which includes reconstructing the bridge on Union Wharf Road, rebuilding 100 feet of roadway on either side of the bridge, and installing a 14-foot-wide rigid box frame culvert with 10-foot wing walls. HSEM and the Grantee have agreed to amend the project completion date to April 2, 2027, contingent upon Governor and Executive Council approval. Allowing additional time reduces the likelihood of cost overruns and ensures that all work can be completed in compliance with engineering and regulatory standards.

HSEM has coordinated this request with the Federal Emergency Management Agency (FEMA) and confirmed that the extension will not affect federal funding.

The Hazard Mitigation Grant Program (HMPG) is 90% federally funded by FEMA, with a 10% non-federal match requirement provided by the Sub-recipient, the Town of Tuftonboro. The Sub-recipient acknowledges their match obligation as part of Exhibit B, Scope of Services and Exhibit C, Payment Terms included in the original 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

Union Wharf

Federal Award Title & #: Hazard Mitigation Grant Program (HMGP) 4624DRNHP00000045

Federal Awarding Agency: Federal Emergency Management Agency (FEMA)

Assistance Listings: 97.039

Applicant's Unique Entity Identifier (UEI): HGM6EBALZNN1

Grant Agreement Amendment

Extension or Change of Period of Performance

Town of Tuftonboro (Sub-Recipient)

It is hereby agreed that the grant agreement (PO#1105615) approved by the Governor and Executive Council on March 26, 2025, Item #90, between the Town of Tuftonboro as "Sub-recipient" and the Department of Safety, Division of Homeland Security & Emergency Management as "State" for the community's Union Wharf project is amended as follows:

1. GENERAL PROVISIONS, Section 1.7, Completion Date;

   Change the project completion date from April 2, 2026 to April 2, 2027

2. EXHIBIT B, Scope of Work, Project Tasks & Deliverables, and Project Review & Conditions, Number 1;

   Delete item two (2) in its entirety and replace with:

   "The Sub-Recipient" agrees that the period of performance ends on April 2, 2027 and by that date the aforementioned hazard mitigation project must be completed. All completed invoices must be sent to "the State" by May 2, 2027, thirty (30) days after the period of performance ends.

3. All other provisions of the grant agreement, approved by the Governor and Council on March 26, 2025 shall remain in full force and effect.

Sub-Recipient Initials: 1.) [illegible] 2.) GO 3.) [illegible] Date: 6/15/26

EFFECTIVE DATE OF THE AMENDMENT: This Amendment shall be effective upon its approval by the Governor & 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 Tuftonboro (Sub-Recipient)

By (signature): Robert Murray

Print Name: Robert Murray

Title: Chair B.O.S.

By (signature): Jenna Darcy

Print Name: Jenna Darcy

Title: Vice Chair B.O.S.

By (signature): Steven L. Brinsar

Print Name: Steven L. Brinsar

Title: BOS.

By (signature): _____

Print Name: _____

Title: _____

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

By (signature): Assistant Director for

Director of Administration

Sub-Recipient Initials: 1.) RM 2.) JD 3.) SLB Date: 6/25/26

Approval by State of New Hampshire Attorney General:

By (signature): Laura Raymond 7/16/26

Attorney General

Approval by State of New Hampshire Governor & Council / Secretary of State:

By (signature): _____

Governor & Council / Secretary of State

Sub-Recipient Initials: 1.) AC 2.) JP 3.) SUB Date: 6/25/26

TOWN OF TUFTONBORO
BOARD OF SELECTMEN
P.O. BOX 407
Melvin Village, NH 03850
Telephone: (603) 569-4539
www.tuftonboronh.gov

Selectmen's Meeting Minutes **Monday December 29, 2025**
4:30pm – Town Office

Chairman Murray made a motion to accept a revised performance period of April 2, 2026 through April 2, 2027 *Hazard Mitigation Grant Program (HMGP)* .

"The Select Board, in a majority vote, accepted the terms of the Hazard Mitigation Grant Program (HMGP) amendment as presented for Union Wharf Culvert Road, to reflect the change of Period of Performance dates from April 2, 2026 to April 2, 2027."

Selectman Albee seconded, vote 3-0, motion passed.

Respectfully Submitted,
Ashley N. Esposito
Clerical Secretary

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)**	1/1/2026	1/1/2027	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**	1/1/2026	1/1/2027	Combined Single Limit (Each Accident)	$2,000,000
Deductible Comp and Coll: $1,000			Aggregate	$10,000,000
☐ Any auto				
X **Workers' Compensation & Employers' Liability**	1/1/2026	1/1/2027	X Statutory	
			Each Accident	$2,000,000
			Disease – Each Employee	$2,000,000
			Disease – Policy Limit	
X **Property (Special Risk includes Fire and Theft)**	1/1/2026	1/1/2027	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:** 1/12/2026 mpurcell@nhprimex.org Please direct inquires to: **Primex³ Claims/Coverage Services** **603-225-2841 phone** **603-228-3833 fax**