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State of New Hampshire

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

ROBERT L. QUINN
COMMISSIONER OF
SAFETY

March 30, 2021

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

Requested Action

Pursuant to RSA 21-P:43, the Department of Safety, Division of Homeland Security and Emergency Management (HSEM) requests authorization to enter into a grant agreement with the Upper Valley Lake Sunapee Regional Planning Commission (VC#154385-B001) to update the local hazard mitigation plans for several communities for a total amount of $40,999.50. Effective upon Governor and Council approval through May 29, 2023. Funding source: 100% Federal Funds.

Funding is available in the SFY 2021 operating budget as follows:

	SFY 2021
02-23-23-236010-43930000 Dept. of Safety – Homeland Sec-Emer Mgmt – Pre-Disaster Mitigation	
072-500574 Grants to Local Gov't - Federal	$40,999.50
Activity Code: 23PDM19 4393	

Explanation

This grant provides the funds for the Upper Valley Lake Sunapee Regional Planning Commission to update the local hazard mitigation plans for the City of Claremont, Town of Goshen, Town of Newport, Town of Sunapee, and Town of Washington. The grant listed above is funded from the Pre-Disaster Mitigation Grant Program (PDM), which was awarded to the Department of Safety, Division of Homeland Security and Emergency Management (HSEM) from the Federal Emergency Management Agency (FEMA). The PDM grant program provides funding to subrecipients for cost-effective hazard mitigation activities that complement a comprehensive mitigation program. FEMA provides PDM funds to states that, in turn, provide sub-grants or contracts for a variety of mitigation activities, such as planning and the implementation of projects identified through the evaluation of natural hazards.

The Pre-Disaster Mitigation grant program is 75% federally funded by the Federal Emergency Management Agency with a 25% match requirement supplied by the subrecipient. The subrecipient acknowledges their match obligation as part of Exhibit A and B to their grant agreement.

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

Respectfully submitted,

Robert L. Quinn
Commissioner of Safety

GRANT AGREEMENT

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

1. Identification and Definitions.

1.1. State Agency Name NH Department of Safety, Homeland Security and Emergency Management		**1.2. State Agency Address** 33 Hazen Drive Concord, NH 03305	
1.3. Subrecipient Name Upper Valley Lake Sunapee Regional Planning Commission (VC# 154385-B001)		**1.4. Subrecipient Tel. #/Address** 603-448-1680 10 Water Street, Lebanon, NH 03766	
1.5 Effective Date G&C Approval	**1.6. Account Number** AU #43930000	**1.7. Completion Date** May 29, 2023	**1.8. Grant Limitation** $40,999.50
1.9. Grant Officer for State Agency Meghan Wells, State Hazard Mitigation Officer		**1.10. State Agency Telephone Number** (603) 223-4395	
"By signing this form we certify that we have complied with any public meeting requirement for acceptance of this grant, including if applicable RSA 31:95-b."			
1.11. Subrecipient Signature 1 Meghan Butts		**1.12. Name & Title of Subrecipient Signor 1** Meghan Butts, Executive Director	
Subrecipient Signature 2		**Name & Title of Subrecipient Signor 2**	
Subrecipient Signature 3		**Name & Title of Subrecipient Signor 3**	
1.13. Acknowledgment: State of New Hampshire, County of Grafton, **on** 3/10/21, **before the undersigned officer, personally appeared the person identified in block 1.12., known to me (or satisfactorily proven) to be the person whose name is signed in block 1.11., and acknowledged that he/she executed this document in the capacity indicated in block 1.12.**			
1.13.1. Signature of Notary Public or Justice of the Peace (Seal) Christine N. Courtemanche			
1.13.2. Name & Title of Notary Public or Justice of the Peace Christine N. Courtemanche		(Commission Expiration) 09/18/24	
1.14. State Agency Signature(s) By: [signature] On: 3/24/21		**1.15. Name & Title of State Agency Signor(s)** Steven R. Lavoie, Director of Administration	
1.16. Approval by Attorney General (Form, Substance and Execution) (if G & C approval required) By: [signature] Assistant Attorney General, On: 4/20/2021			
1.17. Approval by Governor and Council (if applicable) By: On: / /			

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

Subrecipient Initials: 1.) MB 2.)_____ 3.)_____ Date: 03/10/21

3. AREA COVERED. Except as otherwise specifically provided for herein, the Subrecipient shall perform the Project in, and with respect to, the State of New Hampshire.

4. EFFECTIVE DATE; COMPLETION OF PROJECT.

4.1. This Agreement, and all obligations of the parties hereunder, shall become effective on the date of approval of this Agreement by the Governor and Council of the State of New Hampshire if required (block 1.17), or upon signature by the State Agency as shown in block 1.14 ("the effective date").

4.2. Except as otherwise specifically provided herein, the Project, including all reports required by this Agreement, shall be completed in its entirety prior to the date in block 1.7 (hereinafter referred to as "the Completion Date").

5. GRANT AMOUNT; LIMITATION ON AMOUNT; VOUCHERS; PAYMENT.

5.1. The Grant Amount is identified and more particularly described in EXHIBIT B, attached hereto.

5.2. The manner of, and schedule of payment shall be as set forth in EXHIBIT B.

5.3. In accordance with the provisions set forth in EXHIBIT B, and in consideration of the satisfactory performance of the Project, as determined by the State, and as limited by subparagraph 5.5 of these general provisions, the State shall pay the Subrecipient the Grant Amount. The State shall withhold from the amount otherwise payable to the Subrecipient under this subparagraph 5.3 those sums required, or permitted, to be withheld pursuant to N.H. RSA 80:7 through 7-c.

5.4. The payment by the State of the Grant amount shall be the only, and the complete payment to the Subrecipient for all expenses, of whatever nature, incurred by the Subrecipient in the performance hereof, and shall be the only, and the complete, compensation to the Subrecipient for the Project. The State shall have no liabilities to the Subrecipient other than the Grant Amount.

5.5. Notwithstanding anything in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made, hereunder exceed the Grant limitation set forth in block 1.8 of these general provisions.

6. COMPLIANCE BY SUBRECIPIENT WITH LAWS AND REGULATIONS. In connection with the performance of the Project, the Subrecipient shall comply with all statutes, laws regulations, and orders of federal, state, county, or municipal authorities which shall impose any obligations or duty upon the Subrecipient, including the acquisition of any and all necessary permits.

7. RECORDS and ACCOUNTS.

7.1. Between the Effective Date and the date three (3) years after the Completion Date the Subrecipient shall keep detailed accounts of all expenses incurred in connection with the Project, including, but not limited to, costs of administration, transportation, insurance, telephone calls, and clerical materials and services. Such accounts shall be supported by receipts, invoices, bills and other similar documents.

7.2. Between the Effective Date and the date three (3) years after the Completion Date, at any time during the Subrecipient's normal business hours, and as often as the State shall demand, the Subrecipient shall make available to the State all records pertaining to matters covered by this Agreement. The Subrecipient shall permit the State to audit, examine, and reproduce such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, data (as that term is hereinafter defined), and other information relating to all matters covered by this Agreement. As used in this paragraph, "Subrecipient" includes all persons, natural or fictional, affiliated with, controlled by, or under common ownership with the entity identified as the Subrecipient in block 1.3 of these provisions.

8. PERSONNEL.

8.1. The Subrecipient shall, at its own expense, provide all personnel necessary to perform the Project. The Subrecipient warrants that all personnel engaged in the Project shall be qualified to perform such Project, and shall be properly licensed and authorized to perform such Project under all applicable laws.

8.2. The Subrecipient shall not hire, and it shall not permit any subcontractor, subgrantee, or other person, firm or corporation with whom it is engaged in a combined effort to perform the Project, to hire any person who has a contractual relationship with the State, or who is a State officer or employee, elected or appointed.

8.3. The Grant Officer shall be the representative of the State hereunder. In the event of any dispute hereunder, the interpretation of this Agreement by the Grant Officer, and his/her decision on any dispute, shall be final.

9. DATA; RETENTION OF DATA; ACCESS.

9.1. As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, paper, and documents, all whether finished or unfinished.

9.2. Between the Effective Date and the Completion Date the Subrecipient shall grant to the State, or any person designated by it, unrestricted access to all data for examination, duplication, publication, translation, sale, disposal, or for any other purpose whatsoever.

9.3. No data shall be subject to copyright in the United States or any other country by anyone other than the State.

9.4. On and after the Effective Date all data, and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason, whichever shall first occur.

9.5. The State, and anyone it shall designate, shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, all data.

10. CONDITIONAL NATURE OR AGREEMENT. Notwithstanding anything in this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability or continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available or appropriated funds. In the event of a reduction or termination of those funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Subrecipient notice of such termination.

11. EVENT OF DEFAULT; REMEDIES.

11.1. Any one or more of the following acts or omissions of the Subrecipient shall constitute an event of default hereunder (hereinafter referred to as "Events of Default"):

11.1.1 Failure to perform the Project satisfactorily or on schedule; or

11.1.2 Failure to submit any report required hereunder; or

11.1.3 Failure to maintain, or permit access to, the records required hereunder; or

11.1.4 Failure to perform any of the other covenants and conditions of this Agreement.

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

11.2.1 Give the Subrecipient a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Subrecipient notice of termination; and

11.2.2 Give the Subrecipient a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the Grant Amount which would otherwise accrue to the Subrecipient during the period from the date of such notice until such time as the State determines that the Subrecipient has cured the Event of Default shall never be paid to the Subrecipient; and

11.2.3 Set off against any other obligation the State may owe to the Subrecipient any damages the State suffers by reason of any Event of Default; and

11.2.4 Treat the agreement as breached and pursue any of its remedies at law or in equity, or both.

12. TERMINATION.

12.1. In the event of any early termination of this Agreement for any reason other than the completion of the Project, the Subrecipient shall deliver to the Grant Officer, not later than fifteen (15) days after the date of termination, a report (hereinafter referred to as the "Termination Report") describing in detail all Project Work performed, and the Grant Amount earned, to and including the date of termination.

12.2. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall entitle the Subrecipient to receive that portion of the Grant amount earned to and including the date of termination.

12.3. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall in no event relieve the Subrecipient from any and all liability for damages sustained or incurred by the State as a result of the Subrecipient's breach of its obligations hereunder.

12.4. Notwithstanding anything in this Agreement to the contrary, either the State or, except where notice default has been given to the Subrecipient hereunder, the Subrecipient, may terminate this Agreement without cause upon thirty (30) days written notice.

13. CONFLICT OF INTEREST. No officer, member of employee of the Subrecipient, and no representative, officer or employee of the State of New Hampshire or of the governing body of the locality or localities in which the Project is to be performed, who exercises any functions or responsibilities in the review or

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

14. SUBRECIPIENT'S RELATION TO THE STATE. In the performance of this Agreement the Subrecipient, its employees, and any subcontractor or subgrantee of the Subrecipient are in all respects independent contractors, and are neither agents nor employees of the State. Neither the Subrecipient nor any of its officers, employees, agents, members, subcontractors or subgrantees, shall have authority to bind the State nor are they entitled to any of the benefits, workmen's compensation or emoluments provided by the State to its employees.

15. ASSIGNMENT AND SUBCONTRACTS. The Subrecipient shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the State. None of the Project Work shall be subcontracted or subgranted by the Subrecipient other than as set forth in Exhibit A without the prior written consent of the State.

16. INDEMNIFICATION. The Subrecipient shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based on, resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Subrecipient or subcontractor, or subgrantee or other agent of the Subrecipient. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant shall survive the termination of this agreement.

17. INSURANCE AND BOND.

17.1 The Subrecipient shall, at its own expense, obtain and maintain in force, or shall require any subcontractor, subgrantee or assignee performing Project work to obtain and maintain in force, both for the benefit of the State, the following insurance:

17.1.1 Statutory workmen's compensation and employees liability insurance for all employees engaged in the performance of the Project, and

17.1.2 Comprehensive public liability insurance against all claims of bodily injuries, death or property damage, in amounts not less than $1,000,000 per occurrence and $2,000,000 aggregate for bodily injury or death any one incident, and $500,000 for property damage in any one incident; and

17.2. The policies described in subparagraph 17.1 of this paragraph shall be the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State, and authorized to do business in the State of New Hampshire. Each policy shall contain a clause prohibiting cancellation or modification of the policy earlier than ten (10) days after written notice thereof has been received by the State.

18. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event, or any subsequent Event. No express waiver of any Event of Default shall be deemed a waiver of any provisions hereof. No such failure of waiver shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other default on the part of the Subrecipient.

19. NOTICE: Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses first above given.

20. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Council of the State of New Hampshire, if required, or by the signing State Agency.

21. CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be construed in accordance with the law of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assignees. The captions and contents of the "subject" blank are used only as a matter of convenience, and are not to be considered a part of this Agreement or to be used in determining the intend of the parties hereto.

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

23. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings relating hereto.

24. SPECIAL PROVISIONS. The additional provisions set forth in Exhibit C hereto are incorporated as part of this agreement.

EXHIBIT A

Scope of Work, Project Tasks & Deliverables, and Project Review & Conditions

1. SCOPE OF WORK

The Department of Safety, Division of Homeland Security and Emergency Management (hereinafter referred to as "the State") is awarding the Upper Valley Lake Sunapee Regional Planning Commission (hereinafter referred to as "the Subrecipient") $40,999.50 within the Federal Fiscal Year 2019 Pre-Disaster Mitigation Grant Program (PDM).

"The Subrecipient" shall utilize the above referenced funding to update the hazard mitigation plans for the City of Claremont, Town of Goshen, Town of Newport, Town of Sunapee, and Town of Washington in accordance with 44 CFR Part 201.

"The Subrecipient" agrees that the period of performance ends on May 29, 2023 and by that date the aforementioned hazard mitigation plans must be completed and have received formal approval by New Hampshire Homeland Security and Emergency Management (HSEM). All completed invoices must be sent to "the State" by June 29, 2023, thirty (30) days after the period of performance ends.

2. PROJECT TASKS AND DELIVERABLES

Project tasks and deliverables within this section are to be referenced for the reimbursement process. Per the Scope of Work, "the Subrecipient" is required to develop/update the community's local hazard mitigation plan in accordance with 44 CFR Part 201 to ensure formal approval.

Task 1. Document the Planning Process

- List of entities to notify about the planning process
- Paragraph documenting how public and surrounding communities will be involved in the planning process
- List of existing plans, documents, and reports to review and incorporate into the update
- Paragraph documenting changes in development and land use since previous plan
- Table identifying existing planning, regulatory, emergency management, floodplain, administrative, technical, and fiscal capabilities

Task 2. Conduct a Hazard Identification and Risk Assessment (HIRA)

- Table identifying natural hazards in the jurisdiction(s)
- Table identifying previous occurrences of hazards
- Table identifying probability of future hazard events
- Table identifying critical facilities and their vulnerabilities

Task 3. Identify Mitigation Actions

- Table identifying status of previous mitigation actions
- Table identifying new mitigation actions

Task 4. Prioritize Mitigation Actions

- Cost benefit review and prioritization of mitigation actions

Task 5. Submit Completed Hazard Mitigation Plan Draft to HSEM

- Draft Hazard Mitigation Plan and Complete Local Mitigation Plan Review Tool
- Complete any required revisions as necessary and resubmit updated draft(s) and review tool(s)
- Receive Approvable Pending Adoption (APA) status

Task 6. Submit Adoption Documentation and Final Plan to HSEM

- Adopted Hazard Mitigation Plan submitted
- Receive Formal Approval from HSEM

3. PROJECT REVIEW AND CONDITIONS

"The Subrecipient" shall submit quarterly progress reports, drafts, and final updated local hazard mitigation plans for aforementioned communities. Quarterly reporting shall begin in the quarter in which this grant agreement is approved, shall be submitted within fifteen (15) days after the end of a quarter, and shall continue until the project is completed.

"The Subrecipient" agrees to submit draft plans to HSEM, electronically, for review and comment. Upon notification of Approvable Pending Adoption (APA) the Subrecipient shall obtain community adoption of the plan no later than twelve months from APA and submit electronic copies of the adoption documentation and the final plan for Formal Approval.

"The Subrecipient" further agrees to promptly address all required revisions arising from HSEM reviews, and resubmit revised draft plan(s) to HSEM.

"The Subrecipient" agrees to provide copies of the formally approved plans to HSEM in electronic format upon receipt of the Federal Emergency Management Agency's approval letter.

"The Subrecipient agrees to comply with all applicable federal and state laws, rules, regulations, and requirements.

"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 as identified in HSEM's closeout letter. In these records, "the Subrecipient" shall maintain documentation of the 25% cost share required by this grant.

EXHIBIT B

Grant Amount and Payment Schedule

1. GRANT AMOUNT

	Applicant Share	Grant (Federal Funds)	Cost Totals
Project Cost	$13,666.50	$40,999.50	$54,666.00
Project Cost is 75% Federal Funds, 25% Applicant Share			
Awarding Agency: Federal Emergency Management Agency (FEMA)			
Award Title & #: Pre-Disaster Mitigation Grant (PDM) EMB-2020-PC-0005			
Catalog of Federal Domestic Assistance (CFDA) Number: 97.047 (PDM)			
Applicant's Data Universal Numbering System (DUNS): 624393138			

2. PAYMENT SCHEDULE

a. "The Subrecipient" agrees the total payment by "the State" under this grant agreement shall be up to $40,999.50 and allocated to individual plan development as follows: City of Claremont $9,999.75, Town of Goshen $6,999.75, Town of Newport $9,000.00, Town of Sunapee $7,500.00, and Town of Washington $7,500.00. Nothing in this allocation shall affect "the Subrecipient's" obligation to maintain financial records including documentation of the 25% cost share required by this grant.

b. All services shall be performed to the satisfaction of "the State" before payment is made. All payments shall be made upon receipt and approval of stated tasks and upon receipt of associated reimbursement request(s). Documentation of completed deliverables and match committed shall be provided with each payment request. The amount per community is limited to the amounts stated in paragraph "a" above. Payment shall be made in accordance with the following schedule based upon completion of specific tasks and deliverables described in Exhibit A:

Task Completed	% of Individual Plan Cost to be Billed
Task 1. Document the Planning Process	20%
Task 2. Conduct a Hazard Identification and Risk Assessment	20%
Task 3. Identify Mitigation Actions	20%
Task 4. Prioritize Mitigation Actions	20%
Task 5. Submit completed plan for review, revisions, and receive APA status	15%
Task 6. Submit Adopted Plan and receive Formal Approval	5%

c. Upon Governor and Executive Council Approval, allowable match may be incurred for this project from the start of the federal period of performance of this grant, *August 3, 2020,* to the identified completion date (block 1.7).

Subrecipient Initials: 1.) MKB 2.)_____ 3.)_____ Date: 03/10/21

EXHIBIT C

Special Provisions

1. This grant agreement may be terminated upon thirty (30) days written notice by either party.

2. "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.

3. The "Subrecipient" will be required to provide the formally approved Local Hazard Mitigation Plan electronically at the completion of the project.

Subrecipient Initials: 1.) MLB 2.) _____ 3.) _____ Date: 03/10/21

Certificate of Authority

I, Mark Burger, Secretary Assistant Treasurer for the Upper Valley Lake Sunapee Regional Planning Commission, Lebanon, New Hampshire, do hereby certify that:

1. At the June 10, 2020 Commission meeting, the Commission voted to authorize the Executive Director to apply for, accept and expend money from the State, Federal, or other governmental unit or a private source, which becomes available during the fiscal year 2021.

2. At the regular Commission meeting held on June 10, 2020, the Commission voted to accept the State of New Hampshire Department of Safety grant funding and to enter into a contract with the New Hampshire Department of Safety to assist communities of Claremont, Goshen, Newport, Sunapee, and Washington with the update of their Local Hazard Mitigation Plans. The Commission further authorized the Executive Director to execute any documents which may be necessary for this grant contract.

3. This authorization has not been revoked, annulled, or amended in any manner whatsoever and remains in full force and effect as of the date hereof.

4. The following person has been appointed to and now remains in the office indicated in 2 above: **Meghan Butts, Executive Director.**

IN WITNESS THEREOF, I have hereunto set my hand as the Secretary Assistant Treasurer of the Upper Valley Lake Sunapee Regional Planning Commission in Lebanon, New Hampshire, on this 10th day of March 2021.

Secretary Assistant Treasurer of the Commission

State of New Hampshire / County of Grafton

On this the 10th day of March 2021, before me, Christine N. Courtemanche (Commissioner of Deeds) personally appeared Mark Burger, who acknowledged him to be the Secretary Assistant Treasurer of the Commission, being authorized so to do, execute the foregoing instrument for the purpose therein contained.

IN WITNESS THEREOF, I hereunto set my hand and seal.

Christine N. Courtemanche
(Notary Public Commissioner of Deeds)

CHRISTINE N. COURTEMANCHE
Commissioner of Deeds - New Hampshire
My Commission Expires September 18, 2024

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:*
Upper Valley Lake Sunapee Regional Planning Commission 10 Water Street, Ste 225 Lebanon, NH 03766	570	NH Public Risk Management Exchange - Primex³ Bow Brook Place 46 Donovan Street Concord, NH 03301-2624

Type of Coverage	Effective Date (mm/dd/yyyy)	Expiration Date (mm/dd/yyyy)	Limits - NH Statutory Limits May Apply, If Not:	
X **General Liability** (Occurrence Form) **Professional Liability (describe)** ☐ Claims Made ☐ Occurrence	7/1/2020	7/1/2021	Each Occurrence	$5,000,000
			General Aggregate	$5,000,000
			Fire Damage (Any one fire)	
			Med Exp (Any one person)	
Automobile Liability Deductible Comp and Coll: Any auto			Combined Single Limit (Each Accident) Aggregate	
X **Workers' Compensation & Employers' Liability**	7/1/2020	7/1/2021	X Statutory	$ 2,000,000
			Each Accident	$ 2,000,000
			Disease – Each Employee	
			Disease – Policy Limit	
Property (Special Risk Includes Fire and Theft)			Blanket Limit, Replacement Cost (unless otherwise stated)	

Description: Proof of Primex Member coverage only.

CERTIFICATE HOLDER:	Additional Covered Party	Loss Payee	Primex³ – NH Public Risk Management Exchange
State of New Hampshire Homeland Security & Emergency Management 33 Hazen Dr. Concord, NH 03301			By: Mary Beth Purcell Date: 3/11/2021 mpurcell@nhprimex.org Please direct inquires to: Primex³ Claims/Coverage Services 603-225-2841 phone 603-228-3833 fax

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

FEMA

August 3, 2020

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

Re: FY 2019 Pre-Disaster Mitigation Grant Program
Catalog of Federal Domestic Assistance No. 97.047
Award No. EMB-2020-PC-0005

Dear Director Harper:

The Federal Emergency Management Agency ("FEMA") has approved the New Hampshire Department of Safety, Homeland Security and Emergency Management's ("HSEM") application for financial assistance under the FY 2019 Pre-Disaster Mitigation Grant Program in the amount of $431,794.90. As a condition of the federal award, HSEM is required to contribute a nonfederal cost-share in the amount of $143,931.64, or 25% of the total approved project cost of $575,726.54. This award, numbered EMB-2020-PC-0005, currently includes the following approved projects as further detailed in the grant agreement articles:

Project Number: PDMC-PL-01-NH-2019-005
Description: FFY19 Local Hazard Mitigation Plan Updates (1)
Project Cost: $197,330.00 (federal award $147,997.50, nonfederal cost-share $49,332.50)
Subapplicant: New Hampshire Department of Safety, Homeland Security and Emergency Management
Award Date: August 3, 2020

Project Number: PDMC-PL-01-NH-2019-006
Description: FFY19 Local Hazard Mitigation Plan Updates (2)
Project Cost: $198,666.00 (federal award $148,999.50, nonfederal cost-share $49,666.50)
Subapplicant: New Hampshire Department of Safety, Homeland Security and Emergency Management
Award Date: August 3, 2020

Project Number: PDMC-PL-01-NH-2019-007
Description: FFY19 Local Hazard Mitigation Plan Updates (3)
Project Cost: $111,998.00 (federal award $83,998.50, nonfederal cost-share $27,999.50)
Subapplicant: New Hampshire Department of Safety, Homeland Security and Emergency Management
Award Date: August 3, 2020

Project Number: PDMC-MC-01-NH-2019-008
Description: Management Costs
Project Cost: $67,732.54 (federal award $50,799.40, nonfederal cost-share $16,933.14)
Subapplicant: New Hampshire Department of Safety, Homeland Security and Emergency Management
Award Date: August 3, 2020

By accepting this award, you acknowledge that the terms of the following documents are incorporated into the terms of this award:

- Grant agreement articles (attached to this award letter)
- Obligating document, FEMA Form 76-10A (attached to this award letter)
- Records of Environmental Consideration (attached to this award letter)
- FY 2019 Pre-Disaster Mitigation Grant Program Notice of Funding Opportunity

If you have any questions, please contact Jason Kennedy, Grants Management Specialist, at (617) 956-7678.

Sincerely,

Paul F. Ford
Deputy Regional Administrator
FEMA Region I

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

Enclosures