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ROBERT L. QUINN
COMMISSIONER

State of New Hampshire

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

RICHARD C. BAILEY, JR.
ASSISTANT COMMISSIONER

EDDIE EDWARDS
ASSISTANT COMMISSIONER

June 30, 2022

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 Nashua Regional Planning Commission (VC#154661-B001) 30 Temple St; Ste 310, Nashua NH 03060, to update the hazard mitigation plans for several communities for a total amount of \$18,999.75. Effective upon Governor and Council approval through December 22, 2024. 100% Federal Funds.

02-23-23-236010-43930000 Dept. of Safety Homeland Sec-Emer Mgmt BRIC SFY-2023
072-500574 Grants to Local Gov't - Federal \$18,999.75
Activity Code: 23BRIC20 4393

EXPLANATION

The purpose of this grant is for the Nashua Regional Planning Commission to update the Hazard Mitigation Plans for the Town of Brookline and the Town of Pelham. The grant listed above is funded from the Building Resilient Infrastructure and Communities (BRIC) grant, which was awarded to the Department of Safety, Division of Homeland Security and Emergency Management (HSEM) from the Federal Emergency Management Agency (FEMA). The BRIC grant program provides funding to subrecipients for cost-effective hazard mitigation activities that complement a comprehensive mitigation program. FEMA provides BRIC 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 BRIC 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 B and C to their grant agreement.

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

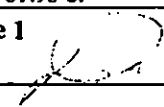

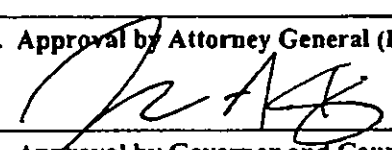
Respectfully submitted,

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 Nashua Regional Planning Commission (VC#154661-B001)		1.4. Subrecipient Address 30 Temple Street, Suite 310 Nashua, NH 03060	
1.5 Tel. # 603-417-6570	1.6. Account Number AU #43930000	1.7. Completion Date December 22, 2024	1.8. Grant Limitation \$18,999.75
1.9. Grant Officer for State Agency Brian Eaton, State Hazard Mitigation Officer		1.10. State Agency Telephone Number (603) 227-8724	
"By signing this form we certify that we have complied with any public meeting requirement for acceptance of this grant, including if applicable RSA 31:95-b."			
1.11. Subrecipient Signature 1 		1.12. Name & Title of Subrecipient Signor 1 Jay Minkarah, Executive Director	
Subrecipient Signature 2		Name & Title of Subrecipient Signor 2	
Subrecipient Signature 3		Name & Title of Subrecipient Signor 3	
1.13. State Agency Signature(s) By:  On: 6/30/22		1.14. Name & Title of State Agency Signor(s) Steven R. Lavoie, 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: 7/13/22			
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
Subrecipient Initials: 1.) AN 2.)

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

3.) Date: 5-3-2022

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

Subrecipient Initials: 1.) AR 2.)

3.) Date: 5-3-2022

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.

Subrecipient Initials: 1.)  2.) 

3.)  Date: 5-3-2022

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.

Subrecipient Initials: 1.) 2.)

3.)

Date: 5-3-2022

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.

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

Subrecipient Initials: 1.)

2.)

3.)

Date:

EXHIBIT B

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 Nashua Regional Planning Commission (hereinafter referred to as “the Subrecipient”) \$18,999.75 within the Federal Fiscal Year 2020 Building Resilient Infrastructure and Communities (BRIC) grant.

“The Subrecipient” shall utilize the above referenced funding to update the hazard mitigation plans for the Towns of Brookline and Pelham in accordance with 44 CFR Part 201.

“The Subrecipient” agrees that the period of performance ends on December 22, 2024 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 January 22, 2025 thirty (30) days after the period of performance ends and a final performance and expenditure report will be sent to “the State” by January 22, 2025.

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

Subrecipient Initials: 1.) 2.) 3.) Date: 5-3-2022

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.

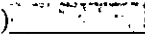
“The Subrecipient” further agrees to promptly address all required revisions arising from HSEM reviews, and resubmit revised draft plan(s) to HSEM.


“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.

Subrecipient Initials: 1.) 

2.) 

3.) 

Date: 5-3-2022

EXHIBIT C

Grant Amount and Payment Schedule

1. GRANT AMOUNT

	Applicant	Grant	
	Share	(Federal Funds)	Cost Totals
Project Cost	\$6,333.25	\$18,999.75	\$25,333.00
Project Cost is 75% Federal Funds, 25% Applicant Share			
Awarding Agency: Federal Emergency Management Agency (FEMA)			
Award Title & #: Building Resilient Infrastructure and Communities (BRIC) EMB-2020-BR-125			
Catalog of Federal Domestic Assistance (CFDA) Number: 97.047 (BRIC)			
Applicant's Data Universal Numbering System (DUNS): 615402666			

2. PAYMENT SCHEDULE

- a. "The Subrecipient" agrees the total payment by "the State" under this grant agreement shall be up to \$18,999.75 and allocated to individual plan development as follows: Town of Brookline \$9,000.00, and the Town of Pelham \$9,999.75. 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, December 23, 2021, to the identified completion date (block 1.7).

Subrecipient Initials: 1.)

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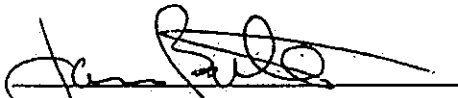
Date: 5-3-2022

**Nashua Regional Planning Commission
Certificate of Authority**

I, James Battis, for the Nashua Regional Planning Commission, New Hampshire, do hereby certify that:

1. At the June 16, 2021, meeting, the Nashua Regional Planning Commission voted to authorize the Executive Director to apply for, accept and expend money from the State, Federal, or other governmental or a private source, which becomes available during the fiscal year 2022.
2. At the Commission meeting held on June 16, 2021, the Commission voted to accept the State of New Hampshire Department of Safety grant funding and to enter a contract with the New Hampshire Department of safety to undertake Hazard Mitigation Planning. 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: Jay Minkarah, Executive Director

IN WITNESS THEREOF, I have hereunto set my hand as the Treasurer of the Nashua Regional Planning Commission in Nashua, New Hampshire, on this 14th day of April.



Title: Treasurer

State of New Hampshire / County of Hillsborough

On this the 14th day of April, before me, James Battis (Treasurer) personally appears, who acknowledged him to be the Treasurer of the Nashua Regional Planning 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.



Sylvia V. Nassy
Justice of the Peace
New Hampshire
My Commission Expires.....6/7/22



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: Primex3 Members as per attached Schedule of Members Property & Liability Program		Member Number:		Company Affording Coverage: NH Public Risk Management Exchange - Primex ³ Bow Brook Place 46 Donovan Street Concord, NH 03301-2624	
Type of Coverage	Effective Date (mm/dd/yyyy)	Expiration Date (mm/dd/yyyy)	Limits - NH Statutory Limits May Apply, If Not:		
<input checked="" type="checkbox"/> General Liability (Occurrence Form) Professional Liability (describe) <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence	7/1/2022	7/1/2023	Each Occurrence	\$ 5,000,000	
			General Aggregate	\$ 5,000,000	
			Fire Damage (Any one fire)		
			Med Exp (Any one person)		
<input type="checkbox"/> Automobile Liability Deductible Comp and Coll: <input type="checkbox"/> Any auto			Combined Single Limit (Each Accident)		
			Aggregate		
<input type="checkbox"/> Workers' Compensation & Employers' Liability			<input type="checkbox"/> Statutory		
			<input type="checkbox"/> Each Accident		
			<input type="checkbox"/> Disease - Each Employee		
			<input type="checkbox"/> Disease - Policy Limit		
<input type="checkbox"/> Property (Special Risk includes Fire and Theft)			Blanket Limit, Replacement Cost (unless otherwise stated)		
Description: Proof of Primex Member coverage only.					

CERTIFICATE HOLDER:	Additional Covered Party	Loss Payee	Primex³ - NH Public Risk Management Exchange
NH Dept of Safety 33 Hazen Dr. Concord, NH 03301			By: <i>Mary Beth Purcell</i>
			Date: 6/28/2022 mpurcell@nhprimex.org Please direct inquires to: Primex³ Claims/Coverage Services 603-225-2841 phone 603-228-3833 fax

PRIMEX**Member Programs - PL with July Renewal**

Name	Member Number	Effective Date
Town of Albany	101	7/1/2022
Town of Alexandria	102	7/1/2022
Town of Alstead	104	7/1/2022
Town of Amherst	106	7/1/2022
Town of Andover	107	7/1/2022
Town of Antrim	108	7/1/2022
Town of Auburn	111	7/1/2022
Town of Barnstead	112	7/1/2022
Town of Barrington	113	7/1/2022
Town of Bartlett	114	7/1/2022
Town of Bath	115	7/1/2022
Town of Belmont	117	7/1/2022
Town of Bennington	118	7/1/2022
City of Berlin	120	7/1/2022
Town of Benton	121	7/1/2022
Town of Bow	123	7/1/2022
Town of Bradford	124	7/1/2022
Town of Brookfield	128	7/1/2022
Town of Campton	130	7/1/2022
Town of Canaan	131	7/1/2022
Town of Carroll	134	7/1/2022
Town of Charlestown	136	7/1/2022
Town of Chatham	137	7/1/2022
Town of Chester	138	7/1/2022
Town of Clarksville	142	7/1/2022
Town of Colebrook	143	7/1/2022
Town of Columbia	144	7/1/2022
City of Concord	145	7/1/2022
Town of Cornish	147	7/1/2022
Town of Dalton	149	7/1/2022
Town of Danbury	150	7/1/2022
Town of Deering	153	7/1/2022
Town of Derry	154	7/1/2022
Town of Dorchester	155	7/1/2022
City of Dover	156	7/1/2022
Town of Durham	160	7/1/2022
Town of Eaton	163	7/1/2022
Town of Enfield	166	7/1/2022
Town of Epping	167	7/1/2022
Town of Errol	169	7/1/2022
Town of Farmington	171	7/1/2022
Town of Fitzwilliam	172	7/1/2022
Town of Gilsum	180	7/1/2022
Town of Gorham	182	7/1/2022
Town of Goshen	183	7/1/2022
Town of Grafton	184	7/1/2022
Town of Grantham	185	7/1/2022

Midwest NH HazMat Mutual Aid District	455	7/1/2022
Copple Crown Village District	456	7/1/2022
Ashuelot Pond Dam Village District	457	7/1/2022
Gunstock Acres Village Water District	458	7/1/2022
Bartlett Village Water Precinct	459	7/1/2022
Jackson Water Precinct	460	7/1/2022
Village of Northwood Ridge Water District	461	7/1/2022
Cheshire County Conservation District	466	7/1/2022
Moeckel Pond Village District	468	7/1/2022
South Main Street Water District	469	7/1/2022
Berlin Water Works	500	7/1/2022
Village District of Eastman	501	7/1/2022
Village District of Eidelweiss	502	7/1/2022
North Haverhill Precinct	508	7/1/2022
North Swanzey Water & Fire Precinct	509	7/1/2022
BCEP Solid Waste	510	7/1/2022
Warner Village Water District	513	7/1/2022
Woodsville Fire District	515	7/1/2022
Nashua Regional Planning Commission	519	7/1/2022
Lebanon Housing Authority	523	7/1/2022
Mountain Lakes District	534	7/1/2022
Southwest New Hampshire District Fire Mutual Aid	538	7/1/2022
New London/Springfield Water	539	7/1/2022
Pillsbury Lake Village District	540	7/1/2022
Precinct/Haverhill Corner	544	7/1/2022
Penacook-Boscawen Water Precinct	548	7/1/2022
Swains Lake Village District	552	7/1/2022
Goffstown Village Water Precinct	553	7/1/2022
Hopkinton Village Precinct	554	7/1/2022
Greenville Estates Village District	556	7/1/2022
Merrimack Village District	561	7/1/2022
Strafford Regional Planning Commission	562	7/1/2022
Campton Village Precinct	565	7/1/2022
Tilton Northfield Fire	567	7/1/2022
Bethlehem Village District	568	7/1/2022
Upper Valley Lake Sunapee Regional Planning Commission	570	7/1/2022
Portsmouth Housing Authority	572	7/1/2022
Oyster River Youth Association	574	7/1/2022
North Country Council	576	7/1/2022
Colebrook Fire Precinct	577	7/1/2022
Howe Library	579	7/1/2022
Waterville Estates Village District	580	7/1/2022
Grafton County Conservation District	581	7/1/2022
Troy Water/Sewer Department	582	7/1/2022
Southeastern New Hampshire Hazmat Mutual Aid	583	7/1/2022
Lower Bartlett Water Precinct	584	7/1/2022
Epsom Village Water District	586	7/1/2022
New Hampton Village Precinct	587	7/1/2022
Milton Water District	588	7/1/2022
Wilmot Volunteer Fire Company	589	7/1/2022
Souhegan Regional Landfill District	590	7/1/2022
Lake Todd Village District	591	7/1/2022



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: Primex3 Members as per attached Schedule of Members Workers' Compensation Program		Member Number:		Company Affording Coverage: NH Public Risk Management Exchange - Primex ³ Bow Brook Place 46 Donovan Street Concord, NH 03301-2624		
Type of Coverage	Effective Date (mm/dd/yyyy)	Expiration Date (mm/dd/yyyy)	Limits - NH Statutory: Limits May Apply, If Not:			
<input type="checkbox"/> General Liability (Occurrence Form) <input type="checkbox"/> Professional Liability (describe) <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence			Each Occurrence			
			General Aggregate			
			Fire Damage (Any one fire)			
			Med Exp (Any one person)			
<input type="checkbox"/> Automobile Liability Deductible Comp and Coll: <input type="checkbox"/> Any auto			Combined Single Limit (Each Accident)			
				Aggregate		
<input checked="" type="checkbox"/> Workers' Compensation & Employers' Liability	7/1/2022	7/1/2023	<input checked="" type="checkbox"/> Statutory	\$2,000,000		
			Each Accident		\$2,000,000	
			Disease - Each Employee			
			Disease - Policy Limit			
<input type="checkbox"/> Property (Special Risk includes Fire and Theft)			Blanket Limit, Replacement Cost (unless otherwise stated)			
Description: Proof of Primex Member coverage only.						

CERTIFICATE HOLDER:	Additional Covered Party	Loss Payee	Primex³ - NH Public Risk Management Exchange
			By: <i>Mary Beth Purcell</i>
NH Dept of Safety 33 Hazen Dr. Concord, NH 03301			Date: 6/28/2022 mpurcell@nhprimex.org
			Please direct inquires to: Primex³ Claims/Coverage Services 603-225-2841 phone 603-228-3833 fax

PRIMEX
Member Programs - WC with July Renewal

Name	Member Number	Effective Date
Town of Amherst	106	7/1/2022
Town of Barnstead	112	7/1/2022
City of Berlin	120	7/1/2022
Town of Benton	121	7/1/2022
Town of Bradford	124	7/1/2022
Town of Charlestown	136	7/1/2022
Town of Chatham	137	7/1/2022
Town of Chester	138	7/1/2022
Town of Columbia	144	7/1/2022
City of Concord	145	7/1/2022
Town of Danbury	150	7/1/2022
Town of Derry	154	7/1/2022
Town of Dorchester	155	7/1/2022
City of Dover	156	7/1/2022
Town of Enfield	166	7/1/2022
Town of Fitzwilliam	172	7/1/2022
City of Franklin	175	7/1/2022
Town of Grantham	185	7/1/2022
Town of Greenland	187	7/1/2022
Town of Hampton	191	7/1/2022
Town of Hanover	194	7/1/2022
Town of Haverhill	196	7/1/2022
Town of Hebron	197	7/1/2022
Town of Hinsdale	201	7/1/2022
Town of Holderness	202	7/1/2022
Town of Hooksett	204	7/1/2022
Town of Hudson	206	7/1/2022
Town of Landaff	215	7/1/2022
City of Lebanon	217	7/1/2022
Town of Lee	218	7/1/2022
Town of Lisbon	221	7/1/2022
Town of Londonderry	224	7/1/2022
Town of Lyme	227	7/1/2022
Town of Marlow	233	7/1/2022
Town of Merrimack	236	7/1/2022
Town of Newbury	247	7/1/2022
Town of New Castle	248	7/1/2022
Town of New Durham	249	7/1/2022
Town of New Hampton	251	7/1/2022
Town of New London	254	7/1/2022
Town of Newmarket	255	7/1/2022
Town of North Hampton	259	7/1/2022
Town of Pelham	266	7/1/2022
Town of Peterborough	268	7/1/2022
Town of Piermont	269	7/1/2022
City of Portsmouth	275	7/1/2022
Town of Randolph	276	7/1/2022

Town of Richmond	278	7/1/2022
City of Rochester	280	7/1/2022
Town of Sharon	291	7/1/2022
City of Somersworth	293	7/1/2022
Town of Stark	297	7/1/2022
Town of Stewartstown	298	7/1/2022
Town of Sugar Hill	302	7/1/2022
Town of Sutton	306	7/1/2022
Town of Stoddard	310	7/1/2022
Town of Winchester	328	7/1/2022
Town of Wentworth	330	7/1/2022
Hart's Location	333	7/1/2022
Concord Regional Solid Waste/Resource Recovery Cooperative	400	7/1/2022
Orford Village District	402	7/1/2022
Newmarket Housing Authority	403	7/1/2022
Androscoggin Valley Regional Refuse	421	7/1/2022
North Walpole Village District	439	7/1/2022
Rochester Housing Authority	441	7/1/2022
Rollinsford Water & Sewer District	442	7/1/2022
Rye Water District	443	7/1/2022
Seabrook Beach Village District	448	7/1/2022
Copple Crown Village District	456	7/1/2022
Ashuelot Pond Dam Village District	457	7/1/2022
Cheshire County Conservation District	466	7/1/2022
Moeckel Pond Village District	468	7/1/2022
South Main Street Water District	469	7/1/2022
Berlin Water Works	500	7/1/2022
Village District of Eastman	501	7/1/2022
North Swanzey Water & Fire Precinct	509	7/1/2022
Nashua Regional Planning Commission	519	7/1/2022
Gunstock Mountain Resort	543	7/1/2022
Tilton Northfield Fire	567	7/1/2022
Upper Valley Lake Sunapee Regional Planning Commission	570	7/1/2022
Oyster River Youth Association	574	7/1/2022
North Country Council	576	7/1/2022
Waterville Estates Village District	580	7/1/2022
Troy Water/Sewer Department	582	7/1/2022
Lower Bartlett Water Precinct	584	7/1/2022
New Hampton Village Precinct	587	7/1/2022
Milton Water District	588	7/1/2022
Wilmot Volunteer Fire Company	589	7/1/2022
Souhegan Regional Landfill District	590	7/1/2022
Contoocook Village Precinct	592	7/1/2022
Meriden Village Water District	593	7/1/2022
Granite Lake Village District	596	7/1/2022
Belknap County Conservation District	597	7/1/2022
Grasmere Village Water Precinct	598	7/1/2022
Lochmere Village District	599	7/1/2022
Grafton County	603	7/1/2022
Sullivan County	606	7/1/2022
Amherst School District	701	7/1/2022
Andover School District	702	7/1/2022

Award Letter

U.S. Department of Homeland Security
Washington, D.C. 20472

Effective date: 12/22/2021



Olivia Barnhart
SAFETY, NEW HAMPSHIRE DEPARTMENT OF
33 HAZEN DRIVE
CONCORD, NH 03305

EMB-2020-BR-125

Dear Olivia Barnhart,

Enclosed please find your amended Fiscal Year 2020 Building Resilient Infrastructure and Communities award package that has been approved in the amount of \$414,996.75 in Federal funding. As a condition of this grant, you are required to contribute non-Federal funds equal to or greater than \$135,832.25 for a total approved budget of \$550,829.00.

Congratulations, on behalf of the Department of Homeland Security, your application for financial assistance submitted under the Fiscal Year 2020 Building Resilient Infrastructure and Communities funding opportunity has been approved in the amount of \$414,996.75 in Federal funding. As a condition of this grant, you are required to contribute non-Federal funds equal to or greater than \$135,832.25 for a total approved budget of \$550,829.00.

Before you request and receive any of the Federal funds awarded to you, you must establish acceptance of the award through the FEMA Grants Outcomes (FEMA GO) system. By accepting this award, you acknowledge that the terms of the following documents are incorporated into the terms of your award:

- Award Summary
- Agreement Articles
- Obligating Document
- FY 2020 BRIC Notice of Funding Opportunity (NOFO)

Please make sure you read, understand, and maintain a copy of these documents in your official file for this award.

Sincerely,

A handwritten signature in black ink, appearing to read "Richard Verville", is located below the "Sincerely," text.

Richard Verville