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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

EDDIE EDWARDS
ASSISTANT COMMISSIONER

STEVEN R. LAVOIE
ASSISTANT COMMISSIONER

ROBERT L. QUINN
COMMISSIONER

January 8, 2025

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 the grant agreement with the Southwest Regional Planning Commission (155492-B001), 37 Ashuelot St., Keene, NH 03431, by extending the completion date from May 29, 2023, to May 29, 2025, to update the hazard mitigation plans for several communities. This grant was initially approved by Governor and Council on January 22, 2021, item #126. Effective upon Governor and Council approval. Funding source: 100% Federal Funds. No additional funds are being requested.

EXPLANATION

This retroactive request for a change in completion date is needed due to delays in the planning approval process. It was agreed that a change to May 29, 2025, approved through Governor and Council, would be necessary in order to complete the hazard mitigation plans for their communities. HSEM has reviewed this request with the Federal Emergency Management Agency (FEMA), and it was determined that the date change will not affect Federal Funding.

Pre-Disaster Mitigation (PDM) is 75% Federally funded by FEMA with a 25% match requirement supplied by the sub-recipient. The sub-recipient acknowledges their match obligation as part of Exhibits B and C to their grant agreement.

In the event that PDM 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

Federal Award Title & #: Pre-Disaster Mitigation Grant Program (PDM) – EMB-2020-PC-0005

Federal Awarding Agency: Federal Emergency Management Agency (FEMA)

Assistance Listings: #97.047

Applicant's Unique Entity Identifier (UEI): QTMUQ1V96G18

Grant Agreement Amendment

Extension of Performance Period

Southwest Regional Planning Commission (Subrecipient)

It is hereby agreed that the grant agreement (PO#1078050) approved by the Governor & Council on January 22, 2021, item #126, between Southwest Regional Planning Commission as "Subrecipient" and the Department of Safety, Division of Homeland Security & Emergency Management as "State" to update the community's Local Hazard Mitigation Plan is amended as follows:

1. GENERAL PROVISIONS, Section 1.7, Completion Date;

Change the project completion date from May 29, 2023 to May 29, 2025.

2. EXHIBIT A, Scope of Work and Project Review and Conditions, Number 1;

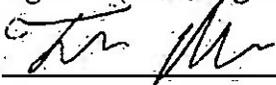
Delete item three (3) in its entirety and replace with:

"The Subrecipient" agrees that the period of performance ends on May 29, 2025 and by that date the aforementioned hazard mitigation plan 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 1, 2025, thirty (30) days after the period of performance ends.

4. All other provisions of the grant agreement, approved by the Governor & Council on January 22, 2021 shall remain in full force and effect:

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:

Southwest Regional Planning Commission (Subrecipient)

By (signature): 

By (signature): _____

Print Name: Todd Horner

Print Name: _____

Title: Executive Director

Title: _____

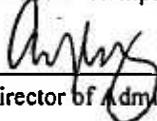
By (signature): _____

By (signature): _____

Subrecipient Initials TH

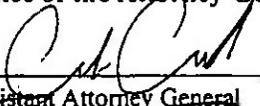
Date 10/3/24

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

By (signature):  Date: 1/8/2025
Director of Administration

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

Office of the Attorney General

 Date: 01/19/25
Assistant Attorney General
Department of Justice
State of New Hampshire

I hereby certify that the foregoing amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting)

Office of the Secretary of State

Date: _____
Department of Administration
State of New Hampshire

CERTIFICATE OF AUTHORITY

I, Gus Lerandeanu, Vice-Chairman of the Southwest Region Planning Commission, do hereby certify that:

(1) I am the duly elected and acting Vice-Chairman of the Commission, a regional planning agency established pursuant to the laws of the State of New Hampshire (RSA 36:45-53);

(2) I review and maintain or cause to be maintained and am familiar with the minutes of meetings of the Commission and its Board of Directors;

(3) I am duly authorized to issue certificates with respect to the contents of such minutes;

(4) at the Board of Directors meeting held on May 14, 2024 the Commission voted to enter into a contract amendment with the New Hampshire Department of Safety, Homeland Security and Emergency Management. The Commission further authorized the Executive Director to execute any documents which may be necessary to effectuate this contract;

(5) 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; and

(6) the following person has been appointed to and now occupies the office indicated under item (4) above:

Todd Horner, Executive Director
(Printed name of officer authorized to sign)

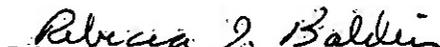
IN WITNESS WHEREOF, I have hereunto set my hand as the Vice-Chairman of the Commission, this 7th day of October 2024.


Gus Lerandeanu, Vice-Chairman

STATE OF NEW HAMPSHIRE
County of Cheshire

On this 7th day of October 2024, before me Rebecca I. Baldwin the undersigned officer,
Notary Public
personally appeared Gus Lerandeanu who acknowledged himself to be the Vice-Chairman of the Commission, being authorized so to do, executed the foregoing instrument for the purpose therein contained.

In witness whereof, I have set my hand and official seal.


Notary Public

Commission Expiration Date: October 18, 2028

(Seal)



SOUTHWEST REGION PLANNING COMMISSION

BOARD OF DIRECTORS MEETING

MINUTES

May 14, 2024

Present: Tom Mullins, Chairman, *Peterborough*; Gus Lerandeau, Vice-Chair, *Swansey*; Cheryl Mayberry, Treasurer, *Walpole*; Brian Barden, *Dublin*; Leslie Casey, *Sullivan*; Terry Clark, *Cheshire County*; Jay Kahn, *Keene*; Joe Levesque, *Alstead*; Leandra MacDonald, *Peterborough*; Ed Merrell, *Jaffrey*; John Snowdon, *Westmoreland*.

Staff members present include Todd Horner, Executive Director; J. B. Mack, Assistant Director; Becky Baldwin, Office Manager.

Absent: Sara Carbonneau, Vice-Chair, *Winchester*; Christine Robidoux, Secretary, *Temple*; Butch Morin, *Richmond*; Larry Robinson, *Marlborough*.

I. Welcome

Chairman Mullins called the meeting to order at 3:00 p.m., welcomed those in attendance and acknowledged that a quorum was present.

II. Advisory Committee Reports

a. Transportation Advisory Committee

Staff member J. B. Mack reported that the Transportation Advisory Committee (TAC) met on May 6, 2024. Representatives from the NH Department of Environmental Services (NHDES) Air Resource Division provided a presentation on the US Environmental Protection Agency (EPA) Climate Pollution Reduction Grant funding that is being awarded to the State of NH. NHDES submitted a proposal to EPA for \$49.9 million to be used for implementation purposes including \$10 million for electric vehicle charging and \$5 million to expand public transit options. Chairman Mullins asked what will be required to apply for a portion of the funding and J. B. Mack explained the NHDES is currently developing the process that will be used if their proposal is approved. Todd Horner added that it is not known if applications from the regional planning commissions will be accepted at this point. It is anticipated that funding awards will be announced by EPA in July. The next meeting of TAC is tentatively scheduled for July 1, 2024.

b. Energy & Natural Resources Advisory Committee

Todd Homer reported that the Energy and Natural Resources Advisory Committee (ENRAC) met on April 24, 2024. Kate Buckman, NH River Steward at the Connecticut River Conservancy provided a presentation on the work of the Conservancy. She explained that the Federal Energy Commission (FERC) is in the process of relicensing three dams on the Connecticut River that are within the Monadnock Region. FERC

is accepting comments on the relicensing and this will be discussed later in today's meeting. The next meeting of ENRAC has not been scheduled at this time.

c. Economic Development Advisory Committee

Todd Horner reported that the Economic Development Advisory Committee (EDAC) met on May 1, 2024. Presentations were provided on capacity building and technical assistance workshops for local and community development. Suzanne Bansley, grants manager for Cheshire County and Stu Arnette from the Arnette Development Group (ADG) described the services that the County and ADG provide to assist communities in identifying funding opportunities and preparing competitive proposals. The next meeting of EDAC is scheduled for July 10, 2024.

d. Brownfields Advisory Committee

Staff member J. B. Mack reported that the Brownfields Advisory Committee (BrAC) met on February 12, 2024. A summary description was provided at the February 13, 2024 SWRPC Winter Commission Meeting. The next meeting of BrAC has not been scheduled at this time.

III. Consent Agenda

- a. Minutes of April 16, 2024 Meeting
- b. Minutes of May 1, 2024 Meeting
- c. Agreement with Keene - Grant Administration Services
- d. Agreement with Antrim - Road Surface Management System & Pedestrian Infrastructure Inventory Technical Assistance
- e. Amendment to Agreement with NH HSEM - Hazard Mitigation Planning
- f. Highlights of Commission Activities - April 2024
- g. Financial Report - April 2024

Motion: To approve the consent agenda as presented.

Motion by Director Levesque, seconded by Director Lerandeau. Approved by unanimous vote.

IV. Director's Team Report

a. Draft Annual Budget for Fiscal Year 24-25

Todd Horner referred to and reviewed the draft FY 24-25 budget that was distributed at the beginning of today's meeting. He drew attention to several new work program items including a new project for Laurel Lake under the DES Watershed Management category. Under the category of Other Projects lines have been added for an Energy Efficiency Community Block Grant to administer grant funds awarded to the Town of Peterborough and an AARP Community Challenge Grant that will allow us to do work related to accessory dwelling units. Director Merrell asked why the line item for NH Housing Navigator was decreased and Todd Horner explained that the program is ending in September of the current year. Todd Horner explained that the increase in the Salary line item represents hiring an entry level planner in July and also anticipates hiring a more senior level planner. Director Kahn asked about the increase in the Equipment Purchases line item and Todd Horner explained that the purchase of several pieces of equipment were deferred from FY 23-24 to FY 24-25. Director Kahn asked if an increase in dues is reflected in the proposed budget and Todd Horner responded that he is not anticipating any change would impact the

proposed budget. Board members agreed to present the proposed FY 24-25 budget for adoption at the Annual Commission Meeting.

b. Featured Topic for SWRPC Annual Meeting

Todd Horner explained to Board members that it has been quite some time since we featured the work of planning boards and citizen planners at one of our Commission meetings. A representative from the Office of Planning and Development (OPD) has offered to give a presentation on the resources that are available to local land use boards and their staff. He noted that this presentation could be stand alone or part of a panel discussion involving organizations such as Plan NH and the NH Municipal Association. Another approach would be to hold small breakout sessions on various topics that would be of interest to attendees. Director Lerandean pointed out that we only have a month to organize the meeting and undertaking breakout sessions might be too ambitious. It was also pointed out that we run the risk of losing people when we go into breakout sessions. Director Snowdon noted that he likes the idea of providing assistance to planning board members. He noted that the State provides training sessions but due to the time of day they are conducted people are unable to attend. Director MacDonald noted we need to make the topic more interesting than just providing a listing of resources and suggested there should be an element of success stories that can be shared. She further suggested that it would be nice to have some sort of interactive exercise that the group could be involved in. Director Mayberry noted that any stories should apply to our region and be meaningful to small communities. Board members agreed with having a representative from OPD provide a presentation at the annual meeting that will involve success stories and how to obtain resources that will help citizen planners carry out their duties.

c. Comments to Federal Energy Regulatory Commission re: Great River Hydro Relicensing

J. B. Mack provided information on the Federal Energy Regulatory Commission (FERC) relicensing process that is taking place on three dams on the Connecticut River. Two of them are within SWRPC's service area. Director Mayberry asked how often relicensing takes place and J. B. Mack responded that the last time these dams were relicensed was in 1979 and it is typically done every 30 - 50 years. FERC is currently conducting a public solicitation and comment period that runs through May 22, 2024. Staff contacted the Towns of Chesterfield, Hinsdale, Walpole, and Westmoreland that are impacted by these dams to notify them of their opportunity to provide feedback. Staff also connected with other stakeholders including NH and VT regional planning commissions, the Connecticut River Joint Commission and the Connecticut River Conservancy. Results of the outreach showed that the regional organizations plan to submit comments on behalf of their communities. Based on the impact these dams have on our region, staff is planning to submit a letter to FERC drawing attention to concerns such as erosion, installation of fish ladders for salmon, creation of a recreational management plan, and considering shorter licensing terms. Chairman Mullins asked if there is an anticipated change to the electric power produced by these dams and J. B. Mack responded that there wasn't.

d. Executive Director Six-Month Action Plan, Revisions

Todd Horner referred to the revised Executive Director six-month action plan that was included in the Board packet. The revised plan is based on feedback from the Board that the original plan appeared to be too ambitious. Items under each category have been prioritized and an item was added under outreach and engagement to facilitate multi-town discussions on key planning-related topics. Todd Horner noted that he will revisit the plan with the Board at the end of six months and provide a write-up of what he has accomplished.

V. Next Meeting

Chairman Mullins announced that the next meeting of the Board of Directors is scheduled for 4:30 p.m. on June 11, 2024 in the Miller-Vincent Room at the Keene Public Library just prior to the Annual Commission meeting.

VI. Other Matters

AARP Community Challenge Grant - Memorandum of Understanding

Todd Horner provided background information on the AARP Community Challenge Grant that was mentioned as a new source of income on the proposed FY 24-25 budget. Staff was notified last week that an application that was submitted to the AARP Community Challenge Grant Program was accepted for funding by AARP. The funds in the amount of \$18,350 will be used to facilitate an accessory dwelling unit design competition. In order to receive grant funds, SWRPC must execute a Memorandum of Understanding with AARP.

Motion: To authorize the Executive Director to execute a Memorandum of Understanding with AARP to receive Community Challenge Grant funds.

Motion by Director Lerandeanu, seconded by Director MacDonald. Approved by unanimous vote.

VII. Public Comments

No public comments were offered.

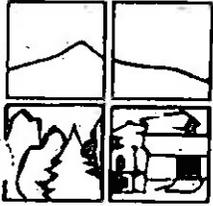
VIII. Adjourn

Meeting adjourned at 4:26 p.m.

Respectfully Submitted,

Rebecca I. Baldwin

Rebecca I. Baldwin
Office Manager



Southwest Region Planning Commission

37 Ashuelot Street, Keene, NH 03431

603-357-0557 Voice

603-357-7440 Fax

Agenda Item III (e)

Date: May 14, 2024
To: Board of Directors
From: Executive Director

RE: Amendment to Agreement with NH HSEM - Hazard Mitigation Planning

Background

In April, SWRPC staff were informed by NH Homeland Security and Emergency Management (HSEM) about an extension of its agreement with the Federal Emergency Management Agency (FEMA) with respect to FFY 2019 Pre-Disaster Mitigation grant funds from May 29, 2024 to May 29, 2025. The grant supports hazard mitigation planning activities in nine communities. There are three plans that require additional revisions and edits to comply with federal requirements before they can be adopted. Due to the period of performance extension, it will be necessary to amend the original grant agreement with HSEM. SWRPC expects the grant agreement amendment documentation in the coming weeks which requires approval from SWRPC's Board of Directors. An extension would not entail additional funding.

Recommendation

Authorize the Executive Director to extend its current agreement with HSEM and a SWRPC Officer to sign the Certificate of Vote.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/07/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

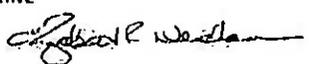
PRODUCER The Hilb Group New England, LLC PO Box 606 Keene NH 03431		CONTACT NAME: Wendy Hamm PHONE (A/C, No, Ext): E-MAIL ADDRESS: whamm@hilbgroup.com FAX (A/C, No):	
INSURED Southwest Region Planning Commission Inc 37 Ashuelot St Keene NH 03431		INSURER(S) AFFORDING COVERAGE INSURER A: Ohio Security Insurance Co INSURER B: Ohio Casualty Insurance Co INSURER C: INSURER D: INSURER E: INSURER F:	NAIC # 24082 24074

COVERAGES **CERTIFICATE NUMBER:** 24/25 COI MASTER **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURED	SUBROGATION	WARRANTY	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y			BKS58635807	07/01/2024	07/01/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPROP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY				BA068029471	08/13/2024	08/13/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$							EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N		N/A				PER STATUTE OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
NH Dept of Homeland Security and Emergency Management is additional insured with regards to General Liability when required by written contract.

CERTIFICATE HOLDER NH Department of Homeland Security & Emergency Management 33 Hazen Drive Concord NH 03305	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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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: Southwest Region Planning Commission 37 Ashuelot Street Keene, NH 03431	Member Number: 566	Company Affording Coverage: NH Public Risk Management Exchange - Primex ³ PO Box 23 Hooksett, NH 03106-9716
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Type of Coverage	Effective Date (mm/dd/yyyy)	Expiration Date (mm/dd/yyyy)	Limits - NH Statutory Limits May Apply, If Not	
<input 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	1/1/2025	1/1/2026	<input checked="" type="checkbox"/> Statutory	
			Each Accident	\$2,000,000
			Disease - Each Employee	\$2,000,000
			Disease - Policy Limit	
<input type="checkbox"/> Property (Special Risk includes Fire and Theft)			Blanket Limit, Replacement Cost (unless otherwise stated)	

Description: Proof of Primex Member coverage only.

CERTIFICATE HOLDER:	Additional Covered Party	Loss Payee	Primex³ - NH Public Risk Management Exchange
			By: <i>Mary Beth Purcell</i>
State of New Hampshire - DOS Homeland Security & Emergency Management 33 Hazen Dr. Concord, NH 03305			Date: 1/7/2025 mpurcell@nhprimex.org
			Please direct inquires to: Primex³ Claims/Coverage Services 603-225-2841 phone 603-228-3833 fax

HSEM-PDM-12-2020-01



ROBERT L. QUINN
COMMISSIONER OF
SAFETY

State of New Hampshire

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

RQ# 208276

GC Item 126
01-22-2021

December 2, 2020

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 Southwest Regional Planning Commission (VC#155492-B001) for a total amount of \$67,499.25 to update the local hazard mitigation plans for several communities. 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:

02-23-23-236010-43930000	Dept. of Safety – Homeland Sec-Emer-Mgmt – Pre-Disaster Mitigation Grant Program	
072-500574	Grants to Local Gov't - Federal	<u>SFY 2021</u>
Activity Code: 23PDM19 4393		\$67,499.25

Explanation

This grant provides the funding for the Southwest Regional Planning Commission to update the local hazard mitigation plans for the Town of Antrim, Town of Chesterfield, Town of Hinsdale, Town of Richmond, Town of Sullivan, Town of Surry, Town of Swanzey, Town of Westmoreland, and Town of Windsor. 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 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.

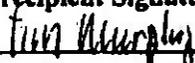
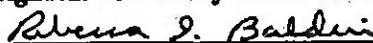
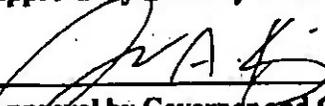
Respectfully submitted,


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 Southwest Regional Planning Commission (VC#155492-B001)		1.4. Subrecipient Tel. #/Address 603-424-2240 37 Ashuelot Street, Keene, NH 03431	
1.5 Effective Date G&C Approval	1.6. Account Number AU #43930000	1.7. Completion Date May 29, 2023	1.8. Grant Limitation \$67,499.25
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 		1.12. Name & Title of Subrecipient Signor 1 Tim Murphy, 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 <u>Cheshire</u> , on <u>11/10/20</u> before the undersigned officer, personally appeared the person identified in block 1.12., known to me (or satisfactorily proven) to be the person whose name is signed in block 1.11., and acknowledged that he/she executed this document in the capacity indicated in block 1.12.			
1.13.1. Signature of Notary Public or Justice of the Peace (Seal) 			
1.13.2. Name & Title of Notary Public or Justice of the Peace (Commission Expiration) <u>Rebecca E. Baldwin, Notary Public</u> <u>9/5/23</u>			
1.14. State Agency Signature(s) By:  On: <u>12/1/20</u>		1.15. Name & Title of State Agency Signor(s) Steven R. Laviole, Director of Administration	
1.16. Approval by Attorney General (Form, Substance and Execution) (if G & C approval required) By:  Assistant Attorney General, On: <u>12/21/2020</u>			
1.17. Approval by Governor and Council (if applicable) By: _____ On: <u>1/1</u>			

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

Subrecipient Initials: 1.) (W) 2.) _____ 3.) _____

Date: 11/10/20

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.

1. **EFFECTIVE DATE: COMPLETION OF PROJECT.**

1.1. 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").

1.2. 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. The payment by the State of the Grant amount 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.

5.4. 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.

5.5. **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

Subrecipient Initials: 1.) 2.)

3.)

Date: 11/10/20

- approval of the undertaking or carrying out of such Project, shall participate in any decision relating to this Agreement which affects his or her personal interest or the interest of any corporation, partnership, or association in which he or she is directly or indirectly interested, nor shall he or she have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.
14. **SUBRECIPIENT'S RELATION TO THE STATE.** In the performance of this Agreement the Subrecipient, its employees, and any subcontractor or subgrantee of the Subrecipient are in all respects independent contractors, and are neither agents nor employees of the State. Neither the Subrecipient nor any of its officers, employees, agents, members, subcontractors or subgrantees, shall have authority to bind the State nor are they entitled to any of the benefits, workmen's compensation or emoluments provided by the State to its employees.
15. **ASSIGNMENT AND SUBCONTRACTS.** The Subrecipient shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the State. None of the Project Work shall be subcontracted or subgranted by the Subrecipient other than as set forth in Exhibit A without the prior written consent of the State.
16. **INDEMNIFICATION.** The Subrecipient shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based on, resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Subrecipient or subcontractor, or subgrantee or other agent of the Subrecipient. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant shall survive the termination of this agreement.
17. **INSURANCE AND BOND.**
- 17.1 The Subrecipient shall, at its own expense, obtain and maintain in force, or shall require any subcontractor, subgrantee or assignee performing Project work to obtain and maintain in force, both for the benefit of the State, the following insurance:
- 17.1.1 Statutory workmen's compensation and employees liability insurance for all employees engaged in the performance of the Project, and
- 17.1.2 Comprehensive public liability insurance against all claims of bodily injuries, death or property damage, in amounts not less than \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury or death any one incident, and \$500,000 for property damage in any one incident; and
- 17.2. The policies described in subparagraph 17.1 of this paragraph shall be the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State, and authorized to do business in the State of New Hampshire. Each policy shall contain a clause prohibiting cancellation or modification of the policy earlier than ten (10) days after written notice thereof has been received by the State.
18. **WAIVER OF BREACH.** No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event, or any subsequent Event. No express waiver of any Event of Default shall be deemed a waiver of any provisions hereof. No such failure of waiver shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other default on the part of the Subrecipient.
19. **NOTICE.** Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses first above given.
20. **AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Council of the State of New Hampshire, if required, or by the signing State Agency.
21. **CONSTRUCTION OF AGREEMENT AND TERMS.** This Agreement shall be construed in accordance with the law of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assignees. The captions and contents of the "subject" blank are used only as a matter of convenience, and are not to be considered a part of this Agreement or to be used in determining the intent of the parties hereto.
22. **THIRD PARTIES.** The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.
23. **ENTIRE AGREEMENT.** This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings relating hereto.
24. **SPECIAL PROVISIONS.** The additional provisions set forth in Exhibit C hereto are incorporated as part of this agreement.

Subrecipient Initials: 1.) *FW* 2.) _____

3.) _____

Date: 11/10/20

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 Southwest Regional Planning Commission (hereinafter referred to as "the Subrecipient") \$67,499.25 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 Town of Antrim, Town of Chesterfield, Town of Hinsdale, Town of Richmond, Town of Sullivan, Town of Surry, Town of Swanzey, Town of Westmoreland, and Town of Windsor 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

Subrecipient Initials: 1.) AW 2.) _____ 3.) _____

Date: 11/10/20

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: 11/10/20

EXHIBIT B

Grant Amount and Payment Schedule

1. GRANT AMOUNT

	Applicant	Grant	
	Share	(Federal Funds)	Cost Totals
Project Cost	\$22,499.75	\$67,499.25	\$89,999.00
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): 073983926			

2. PAYMENT SCHEDULE

- a. "The Subrecipient" agrees the total payment by "the State" under this grant agreement shall be up to \$67,499.25 and allocated to individual plan development as follows: Town of Antrim \$7,500.00, Town of Chesterfield \$7,500.00, Town of Hinsdale \$7,500.00, Town of Richmond \$7,500.00, Town of Sullivan \$6,999.75, Town of Surry \$6,999.75, Town of Swanzey \$9,000.00, Town of Westmoreland \$7,500.00, and Town of Windsor \$6,999.75. 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, August 3, 2020, to the identified completion date (block 1.7).

Subrecipient Initials: 1.) (HW) 2.) _____ 3.) _____

Date: 11/10/20

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.) AM

2.) _____

3.) _____

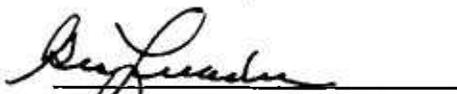
Date: 11/10/20

CERTIFICATE

I, Gus Lerandean, Vice-Chairman of the Southwest Region Planning Commission, do hereby certify that: (1) I am the duly elected and acting Vice-Chairman of the Commission, a regional planning agency established pursuant to the laws of the State of New Hampshire (RSA 36:45-53); (2) I review and maintain or cause to be maintained and am familiar with the minutes of meetings of the Commission and its Board of Directors; (3) I am duly authorized to issue certificates with respect to the contents of such minutes; (4) at the Board of Directors meeting held on November 10, 2020 the Commission voted to enter into a contract with the New Hampshire Department of Safety, Homeland Security and Emergency Management. The Commission further authorized the Executive Director to execute any documents which may be necessary to effectuate this contract; (5) 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; and (6) the following person has been appointed to and now occupies the office indicated under item (4) above:

Tim Murphy, Executive Director
(Printed name of officer authorized to sign)

IN WITNESS WHEREOF, I have hereunto set my hand as the Vice-Chairman of the Commission, this 10th day of November 2020.


Gus Lerandean, Vice-Chairman

STATE OF NEW HAMPSHIRE
County of Cheshire

On this 10th day of November 2020, before me Rebecca I. Baldwin the undersigned officer,
Notary Public
personally appeared Gus Lerandean who acknowledged himself to be the Vice-Chairman of the Commission, being authorized so to do, executed the foregoing instrument for the purpose therein contained.

In witness whereof, I have set my hand and official seal.


Rebecca I. Baldwin
Notary Public

Commission Expiration Date: September 5, 2023
(Seal)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/10/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Clark Mortenson Insurance 102 Main St Keene NH 03431	CONTACT NAME: Lisa Wyman, ACSR PHONE (AC, Ho, Ext): (803) 352-2121 FAX (AC, No): (603) 357-8491 E-MAIL ADDRESS: lwyman@clark-mortenson.com
	INSURER(S) AFFORDING COVERAGE INSURER A: Liberty Mutual Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
INSURED Southwest Region Planning Commission 37 Ashuelot St Keene NH 03431	

COVERAGES CERTIFICATE NUMBER: CL20111053088 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSTR LTR	TYPE OF INSURANCE	ADDITIONAL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		BZ058635807	07/01/2020	07/01/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGO \$ 2,000,000 Business Owners \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY		BA058635807	08/13/2020	08/13/2021	COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ 1,000,000 BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Uninsured motorist BI \$ 1,000,000
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) if yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A			PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER NH Dept. of Homeland Security and Emergency Management 33 Hazen Drive Concord NH 03305	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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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: Southwest Region Planning Commission 37 Ashuelot Street Keene, NH 03431		Member Number: 566	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	1/1/2021	1/1/2022	<input checked="" type="checkbox"/> Statutory	\$ 2,000,000	
			Each Accident		\$ 2,000,000
			Disease - Each Employee		
			Disease - Policy Limit		
<input type="checkbox"/> Property (Special Risk includes Fire and Theft)			Blanket Limit, Replacement Cost (unless otherwise stated)		
Description: Proof of Primex Member coverage only.					

CERTIFICATE HOLDER:	Additional Covered Party	Loss Payee	Primex³ - NH Public Risk Management Exchange		
State of New Hampshire Department of Homeland Security & Emergency Management 33 Hazen Dr Concord, NH 03305			By: <i>Mary Beth Purcell</i>		
			Date: 12/11/2020 mpurcell@nhprimex.org		
			Please direct inquires to: Primex³ Claims/Coverage Services 603-225-2841 phone 603-228-3833 fax		