CJG

State of New Hampshire

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

ROBERT L. QUINN
COMMISSIONER

EDDIE EDWARDS
ASSISTANT COMMISSIONER

STEVEN R. LAVOIE
ASSISTANT COMMISSIONER

87

January 30, 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 Strafford Regional Planning Commission (155570-B001), 150 Wakefield Street, Ste. 12, Rochester, NH 03867, to update the hazard mitigation plans for the communities under the Strafford Regional Planning Commission. This amendment will change the completion date from December 22, 2024 to December 22, 2025. This grant was initially approved by Governor and Council on July 27, 2022, item #119. 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 December 22, 2025, approved through Governor and Council, would be necessary in order to update the hazard mitigation plans for the communities under the Strafford Regional Planning Commission. 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.

Building Resilient Infrastructure and Communities (BRIC) 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 BRIC 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 & #: Building Resilient Infrastructure and Communities (BRIC) EMB-2020-BR-125

Federal Awarding Agency: Federal Emergency Management Agency (FEMA)

Assistance Listings: 97.047

Applicant's Unique Entity Identifier (UEI): EH6DCUZCN8K3

Grant Agreement Amendment

Extension or Change of Period of Performance

Strafford Regional Planning Commission (Sub-Recipient)

It is hereby agreed that the grant agreement (PO#1087622) approved by the Governor and Executive Council on July 27, 2022, Item #119, between the Strafford Regional Planning Commission as "Sub-recipient" and the Department of Safety, Division of Homeland Security & Emergency Management as "State" for upgrades to 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 December 22, 2024 to December 22, 2025

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

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

   "The Subrecipient" agrees that the period of performance ends on December 22, 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 January 22, 2026, thirty (30) days after the period of performance ends.

3. All other provisions of the grant agreement, approved by the Governor and Council on July 27, 2022 shall remain in full force and effect.

Sub-Recipient Initials: 1.) JC 1/8/25 2.)_____ 3.)_____ Date:_____

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:

Strafford Regional Planning Commission (Sub-Recipient)

By (signature): _____ By (signature): _____

Print Name: Jennifer Czysz Print Name: _____

Title: Executive Director Title: _____

By (signature): _____ By (signature): _____

Print Name: _____ Print Name: _____

Title: _____ Title: _____

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

By (signature): _____

Director of Administration

Sub-Recipient Initials: 1.) JMC 11/9/25 2.)_____ 3.)_____ Date:_____

Approval by State of New Hampshire Attorney General:

By (signature) _____

Asst. Attorney General

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

By (signature): _____

Governor & Council / Secretary of State

Sub-Recipient Initials: 1.) JAC 7/9/25 2.)_____ 3.)_____ Date:_____

CERTIFICATE OF VOTE

I, **Barbara Holstein, hereby** certify that I am duly elected treasurer of Strafford Regional Planning Commission. I hereby certify the following is a true copy of a vote taken at a meeting of the Strafford Regional Planning Commission's Executive Committee, duly called and held on June 14, 2024, at which a quorum of members was present and voting.

> **VOTED**: That the Executive Director, or in his/her absence, the Acting Executive Director, be authorized to file applications with federal, state and local governmental units, and other agencies and organizations to implement Strafford Regional Planning Commission's work program, and to execute agreements to receive funds for such purposes.

The following person has been appointed to and now occupies the office specified in the vote above: Executive Director Jennifer Czysz

I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of the date of the contract to which this certificate is attached. This authority **remains valid for thirty (30) days** from the date of this Certificate of Vote. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person(s) listed above currently occupy the position(s) indicated and that they have full authority to bind the corporation. To the extent that there are any limits on the authority of any listed individual to bind the corporation in contracts with the State of New Hampshire, all such limitations are expressly stated herein.

DATED: January 9, 2025

ATTEST: Barbara Holstein

Barbara Holstein, Treasurer, Strafford Regional Planning Commission

State of New Hampshire, County of Strafford

On this the 9th day of January, 2025 before me, Barbara Holstein, personally appeared, who acknowledged herself to be the Treasurer of the Strafford 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.

Notary Public

(seal)

Megan E. Taylor-Fetter

State of New Hampshire

Notary Public - Justice of the Peace

My Commission Expires March 3, 2026

Primex³
NH Public Risk Management Exchange

CERTIFICATE OF COVERAGE

The New Hampshire Public Risk Management Exchange (Primex³) is organized under the New Hampshire Revised Statutes Annotated, Chapter 5-B, Pooled Risk Management Programs. In accordance with those statutes, its Trust Agreement and bylaws, Primex³ is authorized to provide pooled risk management programs established for the benefit of political subdivisions in the State of New Hampshire.

Each member of Primex³ is entitled to the categories of coverage set forth below. In addition, Primex³ may extend the same coverage to non-members. However, any coverage extended to a non-member is subject to all of the terms, conditions, exclusions, amendments, rules, policies and procedures that are applicable to the members of Primex³, including but not limited to the final and binding resolution of all claims and coverage disputes before the Primex³ Board of Trustees. The Additional Covered Party's per occurrence limit shall be deemed included in the Member's per occurrence limit, and therefore shall reduce the Member's limit of liability as set forth by the Coverage Documents and Declarations. The limit shown may have been reduced by claims paid on behalf of the member. General Liability coverage is limited to Coverage A (Personal Injury Liability) and Coverage B (Property Damage Liability) only, Coverage's C (Public Officials Errors and Omissions), D (Unfair Employment Practices), E (Employee Benefit Liability) and F (Educator's Legal Liability Claims-Made Coverage) are excluded from this provision of coverage.

The below named entity is a member in good standing of the New Hampshire Public Risk Management Exchange. The coverage provided may, however, be revised at any time by the actions of Primex³. As of the date this certificate is issued, the information set out below accurately reflects the categories of coverage established for the current coverage year.

This Certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend, or alter the coverage afforded by the coverage categories listed below.

Participating Member:	*Member Number:*	*Company Affording Coverage:*
Strafford Regional Planning Commission 150 Wakefield Street, Suite 12 Rochester, NH 03867	562	NH Public Risk Management Exchange - Primex³ PO Box 23 Hooksett, NH 03106-9716

	Type of Coverage	Effective Date (mm/dd/yyyy)	Expiration Date (mm/dd/yyyy)	Limits / NH Statutory Limits May Apply If Not	
X	**General Liability (Occurrence Form)**	7/1/2024	7/1/2025	Each Occurrence	$ 2,000,000
	Professional Liability (describe)			General Aggregate	$ 10,000,000
	☐ Claims Made ☐ Occurrence			Fire Damage (Any one fire)	
				Med Exp (Any one person)	
X	**Automobile Liability** Deductible Comp and Coll: $1,000	7/1/2024	7/1/2025	Combined Single Limit (Each Accident)	$2,000,000
	Any auto			Aggregate	$10,000,000
X	**Workers' Compensation & Employers' Liability**	1/1/2025	1/1/2026	X Statutory	
				Each Accident	$2,000,000
				Disease – Each Employee	$2,000,000
				Disease – Policy Limit	
X	**Property (Special Risk Includes Fire and Theft)**	7/1/2024	7/1/2025	Blanket Limit, Replacement Cost (unless otherwise stated)	Deductible: $1,000

Description: Proof of Primex Member coverage only.

CERTIFICATE HOLDER:	☐ Additional Covered Party	☐ Loss Payee	Primex³ – NH Public Risk Management Exchange
			By: *Mary Beth Purcell*
State of New Hampshire - DOS Homeland Security & Emergency Management 33 Hazen Dr. Concord, NH 03305			Date: 1/8/2025 mpurcell@nhprimex.org Please direct inquires to: **Primex³ Claims/Coverage Services** **603-225-2841 phone** **603-228-3833 fax**

JUL 14'22 AM 9:56 RCVD

mlc

119

HSEM-BRIC-04-2022-01

State of New Hampshire

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

ROBERT L. QUINN
COMMISSIONER

RICHARD C. BAILEY, JR.
ASSISTANT COMMISSIONER

EDDIE EDWARDS
ASSISTANT COMMISSIONER

June 30, 2022

G&C #119
07/27/2022

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 Strafford Regional Planning Commission (VC#155570-B001) (150 Wakefield Street Ste 12, Rochester NH 03867) to update the hazard mitigation plans for several communities for a total amount of $41,499.75. 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 072-500574 Grants to Local Gov't - Federal Activity Code: 23BRIC20 4393	SFY 2023 $41,499.75

EXPLANATION

The purpose of this grant is for the Strafford Regional Planning Commission (SRPC) to update the Hazard Mitigation Plan for the Town of Durham, Town of Middleton, Town of Milton, Town of Nottingham, and Town of Strafford. Governor and Council approval is being sought because the amount of a previously funding for SRPC plus the amount of this grant yields a cumulative amount that is over the Governor & Council approval threshold. The grant listed above is funded from the Building Resilient Infrastructure and Communities (BRIC), 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 Strafford Regional Planning Commission (VC#155570-B001)		1.4. Subrecipient Address 150 Wakefield Street, STE 12 Rochester, NH 03867	
1.5 Tel. # 603-994-3500 x100	1.6. Account Number AU #43930000	1.7. Completion Date December 22, 2024	1.8. Grant Limitation $41,499.75
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 Jennifer Czysz, Executive Dir.	
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: 7/13/2022			
1.17. Approval by Governor and Council (if applicable) By: On: / /			

2. SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT B which is incorporated herein by reference ("Services").

Subrecipient Initials: 1.) 2.)_____ 3.)_____ Date: 4/15/22

Rev 7/2021

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.17, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds affected by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT C which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Contractor shall comply with all applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3. The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.
8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:
8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;
8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;
8.2.3 give the Contractor a written notice specifying the Event of Default and set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or
8.2.4 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.
8.3. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

9. TERMINATION.
9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) days written notice to the Contractor that the State is exercising its option to terminate the Agreement.
9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT B. In addition, at the State's discretion, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement.

10. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.
10.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.
10.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.
10.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

11. CONTRACTOR'S RELATION TO THE STATE. In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.
12.1 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.
12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. INDEMNIFICATION. Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omission of the Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:
14.1.1 commercial general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than $1,000,000 per occurrence and $2,000,000 aggregate or excess; and
14.1.2 special cause of loss coverage form covering all property subject to subparagraph 10.2 herein, in an amount not less than 80% of the whole replacement value of the property.
14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.
14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

15. WORKERS' COMPENSATION.
15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A *("Workers' Compensation")*.
15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. The Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

17. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

18. CHOICE OF LAW AND FORUM. This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

19. CONFLICTING TERMS. In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and/or attachments and amendment thereof, the terms of the P-37 (as modified in EXHIBIT A) shall control.

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

21. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. SPECIAL PROVISIONS. Additional or modifying provisions set forth in the attached EXHIBIT A are incorporated herein by reference.

23. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings with respect to the subject matter hereof.

EXHIBIT A

Special Provisions

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

2. Any funds advanced to "the Subrecipient" must be returned to "the State" if the grant agreement is terminated for any reason other than completion of the project.

3. Any funds advanced to "the Subrecipient" must be expended within thirty (30) days of receiving the advanced funds.

4. "The Subrecipient" agrees to have an audit conducted in compliance with OMB Circular 2 CFR 200, if applicable. If a compliance audit is not required, at the end of each audit period "the Subrecipient" will certify in writing that they have not expended the amount of federal funds that would require a compliance audit ($750,000). If required, they will forward for review and clearance a copy of the completed audit(s) to "the State".

   Additionally, "the Subrecipient" has or will notify their auditor of the above requirements prior to performance of the audit. "The Subrecipient" will also ensure that, if required, the entire grant period will be covered by a compliance audit, which in some cases will mean more than one audit must be submitted. "The Subrecipient" will advise the auditor to cite specifically that the audit was done in accordance with OMB Circular 2 CFR 200. "The Subrecipient" will also ensure that all records concerning this grant will be kept on file for a minimum of three (3) years from the end of this audit period.

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

Subrecipient Initials: 1.) [illegible] 2.)_____ 3.)_____ Date: 4/15/22

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 Strafford Regional Planning Commission (hereinafter referred to as "the Subrecipient") $41,499.75 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 Town of Durham, Town of Middleton, Town of Milton, Town of Nottingham, and Town of Strafford, 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

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.) JC 2.)_____ 3.)_____ Date: 4/05/22

EXHIBIT C

Grant Amount and Payment Schedule

1. GRANT AMOUNT

	Applicant Share	Grant (Federal Funds)	Cost Totals
Project Cost	$13,833.25	$41,499.75	$55,333.00
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): 791678188			

2. PAYMENT SCHEDULE

a. "The Subrecipient" agrees the total payment by "the State" under this grant agreement shall be up to $41,499.75 and allocated to individual plan development as follows: Town of Durham $9,999.75, Town of Middleton $7,500.00, Town of Milton $7,500.00, Town of Nottingham $9,000.00, and the Town of Strafford $7,500.00. Nothing in this allocation shall affect "the Subrecipient's" obligation to maintain financial records including documentation of the 25% cost share required by this grant.

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

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

c. Upon Governor and Executive Council Approval, allowable match may be incurred for this project from the start of the federal period of performance of this grant, December 23, 2021, to the identified completion date (block 1.7).

Subrecipient Initials: 1.) 2.)_____ 3.)_____ Date: 1/15/22

Rev 7/2021

CERTIFICATE OF VOTE

I, Dave Landry, Chair of the Strafford Regional Planning Commission, do hereby certify that:

1) I am the duly elected Chair;
2) At the meeting held on July 16, 2021, the Strafford Regional Planning Commission voted to authorize the Executive Director, and in his/her absence the acting Executive Director, to sign & execute any contracts for SRPC;
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; and
4) The following person has been appointed to and now occupies the office indicated in (2) above: Executive Director Jennifer Czysz

IN WITNESS WHEREOF, I have hereunto set my hand as the Chair of the

Strafford Regional Planning Commission,

this 15th day of April, 2022.

Dave Landry, Chair

STATE OF NEW HAMPSHIRE
County of Strafford

On this the 15th day of April, 2022, before me, Megan Taylor-Fetter, the undersigned officer, personally appeared Dave Landry, who acknowledged himself to be the Chair of the Strafford Regional Planning 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:
(Seal)

Megan E. Taylor-Fetter

State of New Hampshire

Notary Public - Justice of the Peace

My Commission Expires March 3, 2026

Primex³
NH Public Risk Management Exchange

CERTIFICATE OF COVERAGE

The New Hampshire Public Risk Management Exchange (Primex³) is organized under the New Hampshire Revised Statutes Annotated, Chapter 5-B, Pooled Risk Management Programs. In accordance with those statutes, its Trust Agreement and bylaws, Primex³ is authorized to provide pooled risk management programs established for the benefit of political subdivisions in the State of New Hampshire.

Each member of Primex³ is entitled to the categories of coverage set forth below. In addition, Primex³ may extend the same coverage to non-members. However, any coverage extended to a non-member is subject to all of the terms, conditions, exclusions, amendments, rules, policies and procedures that are applicable to the members of Primex³, including but not limited to the final and binding resolution of all claims and coverage disputes before the Primex³ Board of Trustees. The Additional Covered Party's per occurrence limit shall be deemed included in the Member's per occurrence limit, and therefore shall reduce the Member's limit of liability as set forth by the Coverage Documents and Declarations. The limit shown may have been reduced by claims paid on behalf of the member. General Liability coverage is limited to Coverage A (Personal Injury Liability) and Coverage B (Property Damage Liability) only. Coverage's C (Public Officials Errors and Omissions), D (Unfair Employment Practices), E (Employee Benefit Liability) and F (Educator's Legal Liability Claims-Made Coverage) are excluded from this provision of coverage.

The below named entity is a member in good standing of the New Hampshire Public Risk Management Exchange. The coverage provided may, however, be revised at any time by the actions of Primex³. As of the date this certificate is issued, the information set out below accurately reflects the categories of coverage established for the current coverage year.

This Certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend, or alter the coverage afforded by the coverage categories listed below.

Participating Member:	*Member Number:*	*Company Affording Coverage:*
Primex3 Members as per attached Schedule of Members Property & Liability Program		NH Public Risk Management Exchange - Primex³ Bow Brook Place 46 Donovan Street Concord, NH 03301-2624

	Type of Coverage	*Effective Date (mm/dd/yyyy)*	*Expiration Date (mm/dd/yyyy)*	*Limits* - NH Statutory Limits May Apply, If Not:	
X	**General Liability (Occurrence Form)**	7/1/2022	7/1/2023	Each Occurrence	$ 5,000,000
	Professional Liability (describe)			General Aggregate	$ 5,000,000
	☐ Claims Made ☐ Occurrence			Fire Damage (Any one fire)	
				Med Exp (Any one person)	
	Automobile Liability Deductible Comp and Coll:			Combined Single Limit (Each Accident)	
	Any auto			Aggregate	
	Workers' Compensation & Employers' Liability			Statutory	
				Each Accident	
				Disease – Each Employee	
				Disease – Policy Limit	
	Property (Special Risk includes Fire and Theft)			Blanket Limit, Replacement Cost (unless otherwise stated)	

Description: Proof of Primex Member coverage only.

CERTIFICATE HOLDER:		Additional Covered Party		Loss Payee	Primex³ – NH Public Risk Management Exchange
					By: *Mary Beth Purcell*
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 - 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

Town of Greenland	187	7/1/2022
Town of Groton	189	7/1/2022
Town of Hampstead	190	7/1/2022
Town of Hampton	191	7/1/2022
Town of Hancock	193	7/1/2022
Town of Hanover	194	7/1/2022
Town of Harrisville	195	7/1/2022
Town of Haverhill	196	7/1/2022
Town of Hebron	197	7/1/2022
Town of Henniker	198	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 Hopkinton	205	7/1/2022
Town of Hudson	206	7/1/2022
Town of Jaffrey	208	7/1/2022
Town of Jefferson	209	7/1/2022
City of Keene	210	7/1/2022
Town of Kensington	211	7/1/2022
Town of Kingston	212	7/1/2022
City of Laconia	213	7/1/2022
Town of Lancaster	214	7/1/2022
Town of Landaff	215	7/1/2022
Town of Langdon	216	7/1/2022
City of Lebanon	217	7/1/2022
Town of Lee	218	7/1/2022
Town of Lempster	219	7/1/2022
Town of Lincoln	220	7/1/2022
Town of Lisbon	221	7/1/2022
Town of Littleton	223	7/1/2022
Town of Londonderry	224	7/1/2022
Town of Lyman	226	7/1/2022
Town of Lyme	227	7/1/2022
Town of Lyndeborough	228	7/1/2022
Town of Marlow	233	7/1/2022
Town of Mason	234	7/1/2022
Town of Merrimack	236	7/1/2022
Town of Milan	238	7/1/2022
Town of Milford	239	7/1/2022
Town of Milton	240	7/1/2022
Town of Monroe	241	7/1/2022
Town of Nelson	244	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 Newport	256	7/1/2022
Town of North Hampton	259	7/1/2022
Town of Northumberland	260	7/1/2022
Town of Northwood	261	7/1/2022

Town of Nottingham	262	7/1/2022
Town of Orange	263	7/1/2022
Town of Orford	264	7/1/2022
Town of Pelham	266	7/1/2022
Town of Peterborough	268	7/1/2022
Town of Piermont	269	7/1/2022
Town of Pittsburg	270	7/1/2022
Town of Plainfield	272	7/1/2022
Town of Plymouth	274	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 Roxbury	282	7/1/2022
Town of Rumney	283	7/1/2022
Town of Salem	285	7/1/2022
Town of Sanbornton	287	7/1/2022
Town of Sandown	288	7/1/2022
Town of Sandwich	289	7/1/2022
Town of Seabrook	290	7/1/2022
Town of Sharon	291	7/1/2022
Town of Shelburne	292	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 Strafford	299	7/1/2022
Town of Stratford	300	7/1/2022
Town of Sugar Hill	302	7/1/2022
Town of Surry	305	7/1/2022
Town of Sutton	306	7/1/2022
Town of Tamworth	308	7/1/2022
Town of Stoddard	310	7/1/2022
Town of Unity	314	7/1/2022
Town of Thornton	320	7/1/2022
Town of Whitefield	325	7/1/2022
Town of Wilmot	326	7/1/2022
Town of Winchester	328	7/1/2022
Town of Windham	329	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
Sawyer Lake Village District	401	7/1/2022
Orford Village District	402	7/1/2022
Hillsborough County Conservation District	404	7/1/2022
Village District of Little Boar's Head	405	7/1/2022
North Walpole Village District	439	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
Central NH Special Operations Unit	450	7/1/2022
Coos County Conservation District	451	7/1/2022
Seacoast Emergency Response Team	452	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

Primex³
NH Public Risk Management Exchange

CERTIFICATE OF COVERAGE

The New Hampshire Public Risk Management Exchange (Primex³) is organized under the New Hampshire Revised Statutes Annotated, Chapter 5-B, Pooled Risk Management Programs. In accordance with those statutes, its Trust Agreement and bylaws, Primex³ is authorized to provide pooled risk management programs established for the benefit of political subdivisions in the State of New Hampshire.

Each member of Primex³ is entitled to the categories of coverage set forth below. In addition, Primex³ may extend the same coverage to non-members. However, any coverage extended to a non-member is subject to all of the terms, conditions, exclusions, amendments, rules, policies and procedures that are applicable to the members of Primex³, including but not limited to the final and binding resolution of all claims and coverage disputes before the Primex³ Board of Trustees. The Additional Covered Party's per occurrence limit shall be deemed included in the Member's per occurrence limit, and therefore shall reduce the Member's limit of liability as set forth by the Coverage Documents and Declarations. The limit shown may have been reduced by claims paid on behalf of the member. General Liability coverage is limited to Coverage A (Personal Injury Liability) and Coverage B (Property Damage Liability) only. Coverage's C (Public Officials Errors and Omissions), D (Unfair Employment Practices), E (Employee Benefit Liability) and F (Educator's Legal Liability Claims-Made Coverage) are excluded from this provision of coverage.

The below named entity is a member in good standing of the New Hampshire Public Risk Management Exchange. The coverage provided may, however, be revised at any time by the actions of Primex³. As of the date this certificate is issued, the information set out below accurately reflects the categories of coverage established for the current coverage year.

This Certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend, or alter the coverage afforded by the coverage categories listed below.

Participating Member:	*Member Number:*	*Company Affording Coverage:*
Primex3 Members as per attached Schedule of Members Workers' Compensation Program		NH Public Risk Management Exchange - Primex³ Bow Brook Place 46 Donovan Street Concord, NH 03301-2624

Type of Coverage	*Effective Date (mm/dd/yyyy)*	*Expiration Date (mm/dd/yyyy)*	*Limits* NH Statutory Limits May Apply, If Not:	
☐ General Liability (Occurrence Form) ☐ Professional Liability (describe) ☐ Claims Made ☐ Occurrence			Each Occurrence	
			General Aggregate	
			Fire Damage (Any one fire)	
			Med Exp (Any one person)	
☐ Automobile Liability Deductible Comp and Coll: ☐ Any auto			Combined Single Limit (Each Accident)	
			Aggregate	
X Workers' Compensation & Employers' Liability	1/1/2022	1/1/2023	X Statutory	$2,000,000
			Each Accident	$2,000,000
			Disease – Each Employee	
			Disease – Policy Limit	
☐ Property (Special Risk Includes Fire and Theft)			Blanket Limit, Replacement Cost (unless otherwise stated)	

Description: Proof of Primex Member coverage only.

CERTIFICATE HOLDER: ☐ Additional Covered Party ☐ Loss Payee	Primex³ – NH Public Risk Management Exchange
	By: Mary Beth Purcell
NH Dept of Safety 33 Hazen Dr. Concord, NH 03301	Date: 1/28/2022 mpurcell@nhprimex.org Please direct inquires to: Primex³ Claims/Coverage Services 603-225-2841 phone 603-228-3833 fax

Woodsville Water & Light Department	516
Claremont Housing Authority	528
Concord Housing Authority	522
Plymouth Village Water & Sewer District	559
Hopkinton Village Precinct	554
Keene Housing	504
Laconia Housing Authority	555
Lakes Region Mutual Fire Aid	529
Pembroke Water Works	532
Penacook Rescue Squad	531
Penacook-Boscawen Water Precinct	548
Pillsbury Lake Village District	540
Goffstown School District	720
Town of Tilton	311
Town of Chesterfield	139
Town of Chichester	140
Town of Clarksville	142
Town of Colebrook	143
Town of East Kingston	161
SAU 7 Office	817
Southeast Regional Refuse Dist 53-B	536
Somersworth Housing Authority	533
Town of Auburn	111
Strafford County	605
Strafford Regional Planning Commission	562
Town of Kingston	212
Town of Lancaster	214
Town of Langdon	216
Town of Lempster	219
Town of Lincoln	220
Town of Newfields	250
Town of Newington	252
Town of Newport	256
Town of Newton	257
Town of Plainfield	272
Town of Hopkinton	205
Town of Jackson	207
Town of Jaffrey	208
Town of Jefferson	209
Town of Kensington	211
Town of Lyndeborough	228
Village District of Eidelweiss	502
Warner Village Water District	513
Town of Gilford	178
Town of Gilmanton	179
Town of Gilsum	180
Town of Goffstown	181
Town of Gorham	182
Tilton-Northfield Water District	585
Town of Bristol	127
Town of Moultonborough	243
Town of Pembroke	267

Award Letter

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

FEMA

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 asssistance 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,

Richard Verville