

CTG



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

92

February 28, 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 Region Planning Commission (155492-B00 1), 37 Ashuelot Street, Keene, NH 03431, to update the hazard mitigation plans for several communities. 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 #118 and subsequently amended with Governor and Council on May 17, 2023, item # 106. Effective upon Governor and Council approval. Funding source: 100% Federal Funds. No additional funds are being requested.

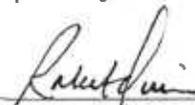
EXPLANATION

This request for a **retroactive** 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 several 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.

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): QTMUQ1V96G18

Grant Agreement Amendment

Extension or Change of Period of Performance

Southwest Region Planning Commission (Sub-Recipient)

It is hereby agreed that the grant agreement (PO#1087617) approved by the Governor and Executive Council on July 27, 2022, Item #118 and the amendment approved by the Governor and Executive Council on May 17, 2023, Item #106 between the Southwest Region 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.) 

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:

Southwest Region Planning Commission (Sub-Recipient)

By (signature): *Tobc Hornes*

By (signature): _____

Print Name: Tobc Hornes

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): *[Signature]*
Director of Administration

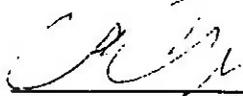
Sub-Recipient Initials: 1.) *[Initials]*

2.) _____

3.) _____

Date: 2/16/25

Approval by State of New Hampshire Attorney General:

By (signature):  07/21/28
Attorney General

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

By (signature): _____
Governor & Council / Secretary of State

Sub-Recipient Initials: 1.) 

2.) _____

3.) _____

Date: 2/6/25

CERTIFICATE OF AUTHORITY

I, Thomas Mullins, Chairman of the Southwest Region Planning Commission, do hereby certify that:

(1) I am the duly elected and acting 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 12, 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;

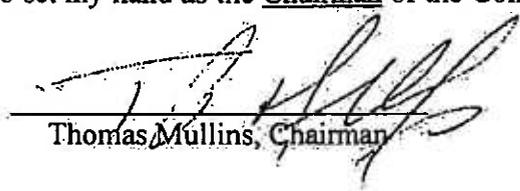
(5) this authorization has not been revoked, annulled or amended in any manner whatsoever, and remains in full force and effect as of the date hereof; and

(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 Chairman of the Commission, this 6th day of February, 2025.


Thomas Mullins, Chairman

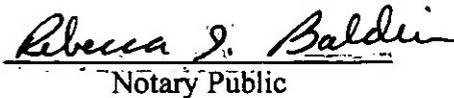
STATE OF NEW HAMPSHIRE

County of Cheshire

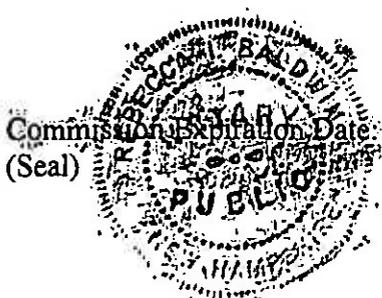
On this 6th day of February, 2025, before me Rebecca I. Baldwin the undersigned officer,
Notary Public

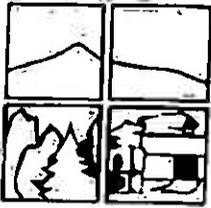
personally appeared Thomas Mullins who acknowledged himself to be the Chairman of the Commission, being authorized so to do, executed the foregoing instrument for the purpose therein contained.

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


Notary Public

Commission Expiration Date: October 18, 2028
(Seal)





Southwest Region Planning Commission
37 Ashuelot Street, Keene, NH 03431 603-357-0557 Voice 603-357-7440 Fax

Agenda Item III (d)

Date: November 12, 2024
To: Board of Directors
From: Executive Director

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

Background

In October, SWRPC staff were informed by NH Homeland Security and Emergency Management (HSEM) about their request to receive an extension of its agreement with the Federal Emergency Management Agency (FEMA) with respect to FFY 2020 Building Resilient Infrastructure and Communities grant funds. The current Completion Date is December 22, 2024. However, changes in federal requirements have led to substantial delays in the process of reviewing and approving plans throughout the State. In Southwest NH, the grant supports hazard mitigation planning activities in five communities. There are multiple plans that require revisions to comply with federal requirements before they can be adopted. One project has yet to begin.

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 months 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.

SOUTHWEST REGION PLANNING COMMISSION

BOARD OF DIRECTORS MEETING

MINUTES

November 12, 2024

Present: Tom Mullins, Chairman, *Peterborough*; Gus L. erandeanu, Vice-Chair, *Swanzey*; Sara Carbonneau, Vice-Chair, *Winchester*; Cheryl Mayberry, Treasurer, *Walpole*; Brian Barden, *Dublin*; Leslie Casey, *Sullivan*; Jay Kahn, *Keene*; Joe Levesque, *Alstead*; Leandra MacDonald, *Peterborough*; Larry Robinson, *Marlborough*, John Snowdon, *Westmoreland*.

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

Absent: Christine Robidoux, Secretary, *Temple*; Terry Clark, *Cheshire County*; Kathryn Lynch, *Hinsdale*, Ed Merrell, *Jaffrey*.

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.

Todd Horner introduced Sarah Bollinger as the newest member of the SWRPC team. She provided a brief background of her planning experience and was welcomed by Board members.

II. Advisory Committee Reports

a. Transportation Advisory Committee

Staff member J. B. Mack reported that the Transportation Advisory Committee (TAC) met on November 4, 2024. The meeting focused on ranking four regional priority projects nominated by Hinsdale, Keene, Marlborough, and Swanzey for potential inclusion in the 2027-2036 Ten Year Transportation Improvement Plan. The NH Department of Transportation (NHDOT) requested that the top three projects be submitted to them for engineering review and feedback. J. B. Mack described each of the projects noting that the three being submitted to NHDOT are as follows:

- Marlborough - NH Route 124 drainage and pedestrian improvements
- Keene - NH Route 12 and NH Route 32 intersection improvements
- Swanzey - NH Route 12 and Lake Street pedestrian improvements

Once feedback from NHDOT is received TAC will make a final recommendation to the Board of Directors prior to the March 31, 2025 deadline.

The next meeting of TAC is scheduled for January 6, 2025.

b. Energy and Natural Resources Advisory Committee

Todd Horner reported that the Energy and Natural Resources Advisory Committee (ENRAC) met on October 23, 2024. A representative from the NH Geological Survey presented on the NH Stream Crossing Initiative that gathers information on stream crossing infrastructure throughout the state. Data collected helps to identify highly vulnerable transportation assets, prepare for severe weather events and assists to help mitigate the effects of flooding. Over the past summer SWRPC fieldwork crews conducted assessments in both Surry and Westmoreland. Director Snowdown stated that he received positive feedback from anyone who interacted with our crew in Westmoreland. The next meeting of ENRAC is scheduled for January 22, 2025.

c. Economic Development Advisory Committee

Todd Horner reported that the Economic Development Advisory Committee (EDAC) met on July 24, 2024. A summary description was provided at the October 8, 2024 Fall Commission Meeting. The next meeting of EDAC is scheduled for January 8, 2025.

d. Brownfields Advisory Committee

Staff member J.B. Mack reported that the Brownfields Advisory Committee (BrAC) met on November 1, 2024. The BrAC reviewed and approved scopes of work to conduct Supplemental Phase II Environmental Site Assessment (ESA) activities at Lot 97 and Lot 99 in New Ipswich as well as ESA and Visioning Technical Assistance on behalf of the Town of Greenville for 23, 24, 26, and 28 Main Street. BrAC also approved entering a brownfield site in Windsor, NH into the brownfields assessment program.

III. Consent Agenda

- a. Minutes of October 8, 2024 Meeting
- b. Highlights of Commission Activities - October 2024
- c. Financial Report - October 2024

~~d. Amendment to Agreement with NH HSEM - Hazard Mitigation Planning~~

Director Casey noted that the minutes from the October 8, 2024 meeting do not reflect who made, seconded and the vote on agenda item III (a) Agreement with Town of Peterborough - Energy Efficiency Conservation Block Grant. It was acknowledged this was an oversight and would be corrected so the minutes could be voted on at the next meeting.

~~Motion: To approve the consent agenda as presented with the exception of the October 8, 2024 minutes.~~

~~Motion by Gus Lerandeau, seconded by Larry Robinson. Approved by unanimous vote.~~

Note: The above mentioned motion from the October 8th Board of Directors meeting “To authorize the Executive Director to negotiate and enter into a contract with the Town of Peterborough to provide administrative services for their Energy Efficiency Conservation Block Grant Program.”

The motion was made by Director Robinson, seconded by Director Lerandean and approved by unanimous vote.

IV. Director's Team Report

a. Recap from Fall Meeting

Todd Horner asked for feedback from the Board on the October 8, 2024 Fall Commission Meeting since it followed a format different than what we've had in the past. The focus of the meeting was on "Housing" and multiple presenters provided information on what their respective organizations have been doing. Board members concurred that it was a good meeting and they liked the format. Chairman Mullins noted he had been concerned about having so many speakers in a short time frame but said he felt it was interesting, concise and provided a positive outlook.

Todd Horner noted that he'd like to find a way to increase attendance at our Commission Meetings. He suggested that perhaps we could hold our Winter Commission Meeting in the eastern portion of our region instead of in Keene. Chairman Mullins agreed that holding meetings in a different geographic location is a good idea but due to the uncertainty of the weather we should keep the Winter Meeting in the Keene area. He noted that we used to have sit-down dinner meetings but have gotten away from that and maybe we should consider doing this again for our next Annual Meeting.

Todd Horner noted that since public service is a somewhat thankless job it might be nice to recognize someone on an annual basis who has excelled in their field of work. Director Kahn said if we are going to do something like that we should develop a nomination process. Director Carbonneau noted that several other organizations do something like this at their annual meetings and have good attendance.

b. SWRPC By-Laws Amendment Process

Todd Horner explained that when he was brought on as Executive Director the Board had expressed an interest in updating the existing SWRPC By-Laws. With the exception of a specific update regarding Indemnification of Damages in 2010 there has not been a review and update of the By-Laws in over thirty years. Todd Horner reviewed the proposed timeline included in the agenda packet and noted he anticipates this as a six month process that would start by forming a By-Laws Update Work Group. The Work Group comprised of staff and Board Members would review the current By-Laws, compare them to those of similar organizations, develop a proposed update, and present it to the Board for their review and approval. Following Board approval the new By-Laws would need to be presented to and acted upon by the SWRPC Commission. Todd Horner noted that he has spoken with former Executive Director, Tim Murphy and he is willing to participate as a member of the By-Laws Update Work Group. Director Lerandean asked how many Board members are needed for the Work Group and Chairman Mullins noted there should be three. Chairman Mullins and Directors Levesque and MacDonald expressed willingness to participate as members of the Work Group in addition to Todd Horner and Tim Murphy.

Motion: To have Chairman Mullins, Director Levesque and Director MacDonald represent the Board as members of the SWRPC By-Laws Update Work Group.

Motion by Director Lerandean, seconded by Director Robinson. Approved by unanimous vote.

c. Executive Director Six-Month Status Report

Todd Horner presented his six-month action plan status update to the Board including anticipated items for the next six months (copy attached). Director Carbonneau commented on the volume of items on the Action Plan and cautioned him not to get burned-out trying to do it all. Chairman Mullins agreed that with what has already been accomplished in addition to the plans for the next six months he may want to slow-walk some of the items rather than making multiple changes too soon. Director MacDonald noted that we need to be able to market ourselves as the local connection for the municipalities. Director Robinson suggested that once Town Meetings have taken place it would be a good time to reach-out to the newly elected officials in our municipalities to let them know what we can do to assist them. Chairman Mullins added that when these meetings take place it would be a good idea for municipalities individual Commissioners to attend as well. Director Carbonneau noted that she likes the idea of conducting various roundtables and she found it very helpful when we had periodic Planners Roundtables in the past.

Chairman Mullins noted that the contract with Todd Horner called for consideration of a change in compensation following six months of service as Executive Director. He asked that a Non-Public Session be placed on the next Board agenda to discuss this further.

V. Next Meeting

Chairman Mullins announced that the next meeting of the Board of Directors is scheduled for 3:00 p.m. on December 10, 2024.

VI. Other Matters

No other matters were brought before the Board at this time.

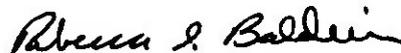
VII. Public Comments

No public comments were offered.

VIII. Adjourn

Meeting adjourned at 4:25 p.m.

Respectfully Submitted,



Rebecca I. Baldwin
Office Manager



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/29/2025

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): FAX (A/C, No): E-MAIL ADDRESS: whamm@hilbgroup.com	
INSURED Southwest Region Planning Commission Inc 37 Ashuelot St Keene NH 03431		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Ohic Security Insurance Co	NAIC # 24082
		INSURER B: Ohio Casualty Insurance Co	24074
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

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	ADDL SUBR INSR	Y/N	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 <input type="checkbox"/> 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 - COMPIOP AGG \$ 2,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			BAO68029471	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) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> 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 Included As Additional Insured under General Liability when required by written contract.

CERTIFICATE HOLDER NH Dept of Safety Division 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.

<i>Participating Member:</i> Southwest Region Planning Commission 37 Ashuelot Street Keene, NH 03431		<i>Member Number:</i> 566	<i>Company Affording Coverage:</i> NH Public Risk Management Exchange - Primex ³ 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			
<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	

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ROBERT L. QUINN
COMMISSIONER

State of New Hampshire

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

EDDIE EDWARDS
ASSISTANT COMMISSIONER

STEVEN R. LAVOIE
ASSISTANT COMMISSIONER

May 3, 2023

G&C #106
05-17-2023
Approved

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 amend the grant agreement (PO#1087617) with Southwest Region Planning Commission (VC#155492-B001) (Keene, NH) increasing the grant limitation by \$6,999.75, from a total grant limitation of \$29,499.75 to \$36,499.50, to include management costs associated with the hazard mitigation plans for several communities' projects. This grant was initially approved by the Governor and Executive Council on July 27, 2022, Item #118. Effective upon Governor and Council approval through December 22, 2024. 100% Federal Funds.

Funds will be budgeted in the SFY 2023 operating budget as follows:

02-23-23-236010-43930000 - Dept. of Safety - Homeland Sec-Emer Mgmt. - BRIC	<u>SFY 2023</u>
072-500574 Grants to Local Gov't - Federal	\$6,999.75
Activity Code: 23BRIC20 4393	

EXPLANATION

The purpose of this grant is for the Town of Sharon to update their hazard mitigation plan as part of the Southwest Region Planning Commission. The grant listed above is funded from the Building Resilient Infrastructure and Communities Grant Program (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 Building Resilient Infrastructure and Communities 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 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

Building Resilient Infrastructure and Communities (BRIC) – CFDA #97.047
 Grant Agreement Amendment
 Addition of Town and Funds

Southwest Regional Planning Commission

It is hereby agreed that the grant agreement (PO#1087617) approved by the Governor and Executive Council on July 28, 2022, Item #118, between the Southwest Regional Planning Commission as "Subrecipient" and the Department of Safety, Division of Homeland Security & Emergency Management as "State" for upgrades to various communities' Local Hazard Mitigation Plan is amended as follows:

1. GENERAL PROVISIONS, Section 1.8, Grant Limitation;

Change the grant limitation from \$29,499.75 to \$36,499.50.

2. EXHIBIT B, Scope of Work, Number 1;

Amend paragraph 2 to add "Town of Sharon", to read as follows:

"The Subrecipient" shall utilize the above referenced funding to update the hazard mitigation plans for the Town of Alstead, Town of Hancock, Town of Harrisville, Town of Sharon, and the Town of Winchester in accordance with 44 CFR Part 201."

3. EXHIBIT C, Grant Amount and Payment Schedule, Number 1:

Change the applicant share, federal funds, and cost totals from

	Applicant Share	Grant (Federal Funds)	Cost Totals
Project Cost	\$9,833.25	\$29,499.75	\$39,333.00
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): 073983926			

to

	Applicant Share	Grant (Federal Funds)	Cost Totals
Project Cost	\$12,166.50	\$36,499.50	\$48,666.00
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): 073983926			

Subrecipient Initials pu

Date 3/21/23

4. EXHIBIT C, Grant Amount and Payment Schedule, Number 2, item a:

Amend item a to add "Town of Sharon \$6,999.75" and to correct a scrivener's error in regards to the Town of Harrisville to read as follows:

"The Subrecipient" agrees the total payment by "the State" under this grant agreement shall be up to \$36,499.50 and allocated to individual plan development as follows: Town of Alstead, 7,500.00, Town of Hancock \$7,500.00, Town of Harrisville \$6,999.75, Town of Sharon \$6,999.75, and the Town of Winchester \$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."

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

EFFECTIVE DATE OF THE AMENDMENT: This Amendment shall be effective upon its approval by the Governor and Executive Council of the State of New Hampshire. 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): Tim Murphy By (signature): _____
Print Name: Tim Murphy Print Name: _____
Title: Executive Director Title: _____

By (signature): _____ By (signature): _____
Print Name: _____ Print Name: _____
Title: _____ Title: _____

State of: New Hampshire

County of: Cheshire

Upon this date: March 21, 2023 before me, Rebecca I. Baldwin
(print name of notary/justice of the peace)

the undersigned officer, personally appeared *(print name(s) of individual(s) on 1st page)*

Tim Murphy

Subrecipient Initials: TM

Date: 3/21/23

_____ known to me (or satisfactorily proven) to be the person(s) whose name is subscribed to the within instrument and acknowledged that he/she executed the same for the purposes therein contained.

In witness whereof, I hereunto set my hand and official seal:

Rebecca J. Ballin
Signature of Notary Public/Justice of the Peace

(See)

9/5/23
Commission Expiration

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

By (signature): [Signature] 4/18/23
Director of Administration

Approval by State of New Hampshire Attorney General as to form, substance, and execution:

By: [Signature] Assistant Attorney General, on 5/2/23

Approval by State of New Hampshire Governor and Executive Council:

By: _____ on _____

Subrecipient Initials M

Date 3/21/23

CERTIFICATE OF AUTHORITY

I, Thomas Mullins, Chairman of the Southwest Region Planning Commission, do hereby certify that:

(1) I am the duly elected and acting 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 March 21, 2023 the Commission voted to amend grant agreement (PO#1087617) 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)

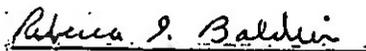
IN WITNESS WHEREOF, I have hereunto set my hand as the Chairman of the Commission, this 21st day of March 2023.


Thomas Mullins, Chairman

STATE OF NEW HAMPSHIRE
County of Cheshire

On this 21st day of March 2023, before me Rebecca I. Baldwin the undersigned officer, Notary Public personally appeared Thomas Mullins who acknowledged himself to be the 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)
05/25/2022

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 PO Box 606 Keene NH 03431	CONTACT NAME: CL Support Clark Mortenson PHONE (AC, No, Ext): (803) 352-2121 FAX (AC, No): (803) 357-8491 EMAIL ADDRESS: csupport@clark-mortenson.com
	INSURER(S) AFFORDING COVERAGE
INSURED Southwest Region Planning Commission Inc 37 Ashuelot St Keene NH 03431	INSURER A: Ohio Security Insurance Company NAIC # 24082
	INSURER B: Ohio Casualty Insurance Company 24074
	INSURER C:
	INSURER D:
	INSURER E:
	INSURER F:

COVERAGES: CERTIFICATE NUMBER: 22-23 Master COI 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. / TR.	TYPE OF INSURANCE	ADDITIONAL SUBSCRIBER	POLICY NUMBER	POLICY EFF. DATE (MM/DD/YYYY)	POLICY EXPI. DATE (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN. AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO. <input type="checkbox"/> LOC OTHER:	Y	BKS58635807	07/01/2022	07/01/2023	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 AOC: \$ 2,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> RENTED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY		BA058835807	08/13/2022	08/13/2023	COMBINED SINGLE LIMIT (Ea accident): \$ 1,000,000 BODILY INJURY (Per person): \$ BODILY INJURY (Per accident): \$ PROPERTY DAMAGE (Per accident): \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE 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 EMPLOYEES: \$ 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 included as an additional insured when required by written contract.

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 (Primex) 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, Primex is authorized to provide pooled risk management programs established for the benefit of political subdivisions in the State of New Hampshire.

Each member of Primex is entitled to the categories of coverage set forth below. In addition, Primex 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 Primex, including but not limited to the final and binding resolution of all claims and coverage disputes before the Primex 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 Coverages 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 Primex. 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 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	1/1/2023	1/1/2024	<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:	Primex - NH Public Risk Management Exchange
State of New Hampshire Department of Homeland Security & Emergency Management 33 Hazen Dr Concord, NH 03305			By: <i>Keop Eath Ponnal</i>
			Date: 3/21/2023 mpurcell@nhprimex.org
			Please direct inquires to: Primex Claims/Coverage Services 603-228-2841 phone 603-228-3833 fax

Award Letter

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

Effective date: 12/22/2021



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

EMB-2020-BR-125

Dear Olivia Barnhart,

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

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

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

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

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

Sincerely,

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

Richard Verville

JUL 14 '22 AM 9:53 RCVD

MLC
118

HSEM-BRIC-05-2022-02



State of New Hampshire

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

RICHARD C. BAILEY, JR.
ASSISTANT COMMISSIONER

EDDIE EDWARDS
ASSISTANT COMMISSIONER

ROBERT L. QUINN
COMMISSIONER

June 30, 2022

G&C #118
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 Southwest Regional Planning Commission (VC#155492-B001) 37 Ashuelot Street, Keene NH 03431, to update the hazard mitigation plans for several communities, for a total amount of \$29,499.75. 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 SFY 2023
072-500574 Grants to Local Gov't - Federal \$29,499.75
Activity Code: 23BRIC20 4393

EXPLANATION

The purpose of this grant is for the Southwest Regional Planning Commission to update the Hazard Mitigation Plan for several communities. The grant listed above is funded from the Building Resilient Infrastructure and Communities (BRIC) Grant Program, 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 Building Resilient Infrastructure and Communities 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 Southwest Regional Planning Commission (VCN155492-B001)		1.4. Subrecipient Address 37 Ashuelot Street, Keene NH 03431	
1.5 Subrecipient Tel. # 603- 357 - 0557	1.6. Account Number AU#43930000	1.7. Completion Date December 22, 2024	1.8. Grant Limitation \$29,499.75
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 <i>Tim Murphy</i>		1.12. Name & Title of Subrecipient Signor 1 <i>Tim Murphy, Executive Director</i>	
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: <i>Steven R. Lavole</i>		1.14. Name & Title of State Agency Signor(s) Steven R. Lavole, Director of Administration	
1.15. Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: 1/1			
1.16. Approval by Attorney General (Form, Substance and Execution) (if G & C approval required) By: <i>PAFS</i> Assistant Attorney General, On: 7/13/2022			
1.17. Approval by Governor and Council (if applicable) By: _____ On: 1/1			

2. SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly
Subrecipient initials: 1.) *TM* 2.) _____

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

3.) _____ Date: *5/25/22*

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 a appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

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

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

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

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

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

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

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

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

7. PERSONNEL.

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

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

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

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

Subrecipient Initials: 1.) hms 2.) _____

3.) _____ Date: 5/25/22

8.1.3 Failure to perform any other covenant, term or condition of this Agreement.

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

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

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

8.2.3 give the Contractor a written notice specifying the Event of Default and set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

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

9. TERMINATION.

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT B. In addition, at the State's discretion, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement.

10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

10.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video

recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

10.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

10.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

12.1 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

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

14. INSURANCE.

Subrecipient Initials: 1.) lll 2.) _____

3.) _____ Date: 5/25/82

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 from covering all property subject to subparagraph 10.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("*Workers' Compensation*").

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

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

17. **AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of

the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

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

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

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

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

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

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

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

Subrecipient Initials: 1.) lll 2.) _____

3.) _____ Date: 5/25/22

EXHIBIT A

Special Provisions

1. This grant agreement may be terminated upon thirty (30) days written notice by either party.
2. Any funds advanced to "the Subrecipient" must be returned to "the State" if the grant agreement is terminated for any reason other than completion of the project.
3. Any funds advanced to "the Subrecipient" must be expended within thirty (30) days of receiving the advanced funds.
4. "The Subrecipient" agrees to have an audit conducted in compliance with OMB Circular 2 CFR 200, if applicable. If a compliance audit is not required, at the end of each audit period "the Subrecipient" will certify in writing that they have not expended the amount of federal funds that would require a compliance audit (\$750,000). If required, they will forward for review and clearance a copy of the completed audit(s) to "the State".

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

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

Subrecipient Initials: 1.)

AW

2.)

3.)

Date: 5/25/22

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 Southwest Regional Planning Commission (hereinafter referred to as "the Subrecipient") \$29,499.75 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 Alstead, Town of Hancock, Town of Harrisville, and the Town of Winchester in accordance with 44 CFR Part 201.

"The Subrecipient" agrees that the period of performance ends on December 22, 2024 and by that date the aforementioned hazard mitigation plans must be completed and have received formal approval by New Hampshire Homeland Security and Emergency Management (HSEM). All completed invoices must be sent to "the State" by January 22, 2025 thirty (30) days after the period of performance ends and a final performance and expenditure report will be sent to "the State" by January 22, 2025.

2. PROJECT TASKS AND DELIVERABLES

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

Task 1. Document the Planning Process

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

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

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

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

Date: 5/25/22

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.) AW 2.) _____ 3.) _____

Date: 5/25/22

EXHIBIT C

Grant Amount and Payment Schedule

I. GRANT AMOUNT

	Applicant Share	Grant (Federal Funds)	Cost Totals
Project Cost	\$9,833.25	\$29,499.75	\$39,333.00
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): 073983926			

2. PAYMENT SCHEDULE

- a. "The Subrecipient" agrees the total payment by "the State" under this grant agreement shall be up to \$29,499.75 and allocated to individual plan development as follows: Town of Alstead, 7,500.00, Town of Hancock \$7,500.00, Town of Harrisville \$6,995.75, and the Town of Winchester \$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.) Aut 2.) _____ 3.) _____

Date: 5/25/22

CERTIFICATE

I, Thomas Mullins, Chairman of the Southwest Region Planning Commission, do hereby certify that:

(1) I am the duly elected and acting 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 March 15, 2022 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)

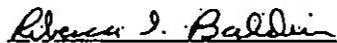
IN WITNESS WHEREOF, I have hereunto set my hand as the Chairman of the Commission, this 25th day of May 2022.


Thomas Mullins, Chairman

STATE OF NEW HAMPSHIRE
County of Cheshire

On this 25th day of May 2022, before me Rebecca L. Baldwin the undersigned officer,
Notary Public
personally appeared Thomas Mullins who acknowledged himself to be the 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: September 5, 2023
(Seal)



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	1/1/2022	1/1/2023	<input checked="" type="checkbox"/> Statutory	\$ 2,000,000
			Each Accident	\$ 2,000,000
			Disease - Each Employee	
			Disease - Policy Limit	
<input type="checkbox"/> Property (Special Risk includes Fire and Theft)			Blanket Limit, Replacement Cost (unless otherwise stated)	
Description: Proof of Primex Member coverage only.				

CERTIFICATE HOLDER:	Additional Covered Party	Loss Payee	Primex ³ - NH Public Risk Management Exchange
State of New Hampshire Department of Homeland Security & Emergency Management 33 Hazen Dr Concord, NH 03305			By: <i>Thang Eick Powell</i>
			Date: 5/25/2022 mpurcell@nhprimex.org
			Please direct inquiries to: Primex ³ Claims/Coverage Services 603-225-2841 phone 603-228-3833 fax



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/25/2022

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 PO Box 606 Keene NH 03431	CONTACT NAME: CL Support Clark Mortenson	
	PHONE (AC, No, Ext): (603) 352-2121	FAX (AC, No): (603) 357-8491
	E-MAIL ADDRESS: clsupport@clark-mortenson.com	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Ohio Security Insurance Company	NAIC # 24082
	INSURER B: Ohio Casualty Insurance Company	24074
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES CERTIFICATE NUMBER: 2122 COI Mastm 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.

DESCRIPTION	TYPE OF INSURANCE	ADDITIONAL INSURED	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-ECT <input type="checkbox"/> LOC OTHER:	Y	BXS58635807	07/01/2021	07/01/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (E & occurrences) \$ 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	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY		BA058635807	08/13/2021	08/13/2022	Combined Single Limit (E & accidents) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> 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	N/A				PER STATUTE <input type="checkbox"/> OTHER <input type="checkbox"/> 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 there 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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/25/2022

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 Clerk Mortenson Insurance PO Box 606 Keene NH 03431		CONTACT NAME: CL Support Clerk Mortenson PHONE (AC No. Ext): (803) 357-2121 FAX (AC No.): (803) 357-8491 E-MAIL ADDRESS: ctsupport@clerk-mortenson.com	
INSURED Southwest Region Planning Commission Inc 37 Ashuelot St Keene NH 03431		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Ohio Security Insurance Company	NAIC #: 24082
		INSURER B: Ohio Casualty Insurance Company	24074
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES CERTIFICATE NUMBER: 22-23 Master COI 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	ADDRESS INSB	WYD	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. AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO. <input type="checkbox"/> LOC OTHER:	Y		BKSS8635807	07/01/2022	07/01/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 300,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			BAOS8835907	08/13/2021	08/13/2022	COMBINED SINGLE LIMIT (Per 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 <input type="checkbox"/> 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		N/A				PER STATUTE <input type="checkbox"/> DTH-CA <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Addition of 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 <i>Nancy Mink</i>
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