101 MLC

State of New Hampshire

DEPARTMENT OF ADMINISTRATIVE SERVICES
25 Capitol Street - Room 120
Concord, New Hampshire 03301
Office@das.nh.gov

Charles M. Arlinghaus
Commissioner
(603) 271-3201

Joseph B. Bouchard
Assistant Commissioner
(603) 271-3204

Catherine A. Keane
Deputy Commissioner
(603) 271-2059

April 21, 2021

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

REQUESTED ACTION

In accordance with RSA 4:40, authorize the Department of Administrative Services, Bureau of Court Facilities, to enter into a **Retroactive** Use of Premises Agreement with the Town of Jaffrey, located at 10 Goodnow Street, Jaffrey, NH, (Town) for leasing of state owned property located in the Jaffrey Circuit Courthouse 84 Peterborough Street, Jaffrey, NH, effective upon Governor and Council approval for the period November 1, 2020 to October 31, 2023, for an amount not to exceed $12,240.00. **100% Agency Income**

EXPLANATION

The Town wishes to lease this state-owned property comprised of 268 square feet of office space on the second floor of the Jaffrey Circuit Courthouse, located at 84 Peterborough Street, Jaffrey, NH. The Department of Administrative Services, Bureau of Court Facilities, has no need for the space and the County is well satisfied with the premises and benefits from close adjacency to daily court business. (This agreement is **Retroactive** due to a series of events which include slowed and delayed processes amid the COVID pandemic, and staffing deficiencies due to the hiring freeze)

The rental income to the State shall be as follows during the extended term:

FY21	FY22	FY23	FY24	Total
$2696	$4068	$4104	$1372	$12,240

The NH Council on Resources and Development ("CORD") committee met on November 3, 2004 and granted the request made by the Department of Administrative Services for blanket approval to enter into this type of agreement within state owned courthouses. A copy of this letter is attached.

The office of the Attorney General has reviewed and approved this agreement. The agreement was also approved by the Long Range Capital Planning and Utilization Committee (Item# 21-011) on April 2, 2021.

Respectfully Submitted,

Charles M. Arlinghaus
Commissioner

State of New Hampshire

LRCP 21-011

DEPARTMENT OF ADMINISTRATIVE SERVICES
25 Capitol Street – Room 120
Concord, New Hampshire 03301
Office@das.nh.gov

Charles M. Arlinghaus
Commissioner
(603) 271-3201

Approved by the Long Range Capital Planning and Utilization Committee 04/02/2021

Joseph B. Bouchard
Assistant Commissioner
(603) 271-3204

Catherine A. Keane
Deputy Commissioner
(603) 271-2059

March 11, 2021

The Honorable Chairman
Long Range Capital Planning and Utilization Committee
Office of Legislative Budget Assistant, State House – Room 201
Concord, New Hampshire 03301

REQUESTED ACTION

In accordance with RSA 4:40, authorize the Department of Administrative Services, Bureau of Court Facilities, to enter into a Use of Premises Agreement with the Town of Jaffrey, located at 10 Goodnow Street, Jaffrey, NH, (Town) for leasing of state owned property located in the Jaffrey Circuit Courthouse 84 Peterborough Street, Jaffrey, NH, **retro-actively** from November 1, 2020 to October 31, 2023, for an amount not to exceed $12,240.00. **100% Agency Income**

EXPLANATION

The Town wishes to lease this state-owned property comprised of 268 square feet of office space on the second floor of the Jaffrey Circuit Courthouse, located at 84 Peterborough Street, Jaffrey, NH. The Department of Administrative Services, Bureau of Court Facilities, has no need for the space and the County is well satisfied with the premises and benefits from close adjacency to daily court business. *(The agreement is **retro-active** due to a series of events which include slowed and delayed processes amid the COVID pandemic, and staffing deficiencies due to the hiring freeze)*

The rental income to the State shall be as follows during the extended term:

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The NH Council on Resources and Development ("CORD") committee met on November 3, 2004 and granted the request made by the Department of Administrative Services for blanket approval to enter into this type of agreement within state owned courthouses. A copy of this letter is attached.

The office of the Attorney General has reviewed and approved this agreement.

Respectfully Submitted,

Charles M. Arlinghaus
Commissioner

New Hampshire Council on Resources and Development

Office of Energy and Planning
7 Regional Drive, Concord, NH 03301
Voice: 603-271-2155 | Fax: 603-271-2615

TDD Access: Relay NH
1-800-735-2964

November 29, 2004

Donald S. Hill, Commissioner
Department of Administrative Services
State House Annex, Room 120
25 Capitol Street
Concord, NH 03301

Dear Commissioner Hill:

The Council on Resources and Development (CORD) met on November 3, 2004 and considered the request of the Department of Administrative Services for a blanket approval pursuant to RSA 4:40 to permit the Department to lease space within state owned courthouses. CORD agreed to grant this request, subject to the condition that such leases should be limited to county and municipal entities that contribute to the efficient operation of the courts.

If you have any questions about this matter, please feel free to call me at 271-2155.

Sincerely,

Mary Ann Manoogian
Chairman

cc: Peter Goodwin

AGREEMENT FOR USE OF PREMISES

This Agreement is made this 11TH day of MARCH 2021, by and between the State of New Hampshire, Department of Administrative Services ("Department"), Bureau of Court Facilities, located at 25 Capitol Street, Room 115, Concord, New Hampshire 03301, and the Town of Jaffrey, New Hampshire ("Town"), Office of the Regional Prosecutor, located at 10 Goodnow Street, Jaffrey, New Hampshire 03452.

The Department of Administrative Services hereby grants to the Town, for a period of three (3) years, the right to use and occupy approximately 268 square feet of office space (the "Premises") located at the 8th Circuit Court-District Division-Jaffrey on 84 Peterborough Street, Jaffrey, New Hampshire. Demise documentation has been provided which includes a floor plan depicting the Premises showing the extent of the space for the Town's exclusive use and all areas to be used in common with others; these documents have been reviewed, accepted, and agreed-to and signed by both parties and placed on file and shall be deemed as part of this Agreement. The Town may use the Premises only for the purpose of providing the office space for the Office of the Regional Prosecutor as herein described and such other lawful uses incident thereto. The Town shall have the right to use in common, with others entitled thereto, the parking areas, hallways, stairways, and elevators that may be necessary for access to the Premises and the lavatories appurtenant to the Premises. The Town shall have the right to access and occupy the Premises prior to, during, and after the close of the Court's regular business hours. The Town shall have no right to access restricted areas in the courthouse.

The use and occupancy by the Town pursuant to this Agreement is granted subject to the following conditions:

1. Term: Subject to the provisions of Section 26 herein, the term of this Agreement shall be three (3) years, commencing on November 1, 2020 and continuing through the 31st day of October 2023 unless terminated earlier by either party as provided hereunder.

2. Rent: The Town agrees to pay rent, which is due without demand to the Department on the first day of each month in accordance with the following schedule of annual rent*:

   *Annual rent has been rounded to the nearest whole number divisible and payable by twelve equal monthly payments.

   2.1 November 1, 2020 through October 31, 2021: approximately $15.09 per square foot, which is $337 per month, $4,044 annually.

   2.2 November 1, 2021 through October 31, 2022: approximately $15.22 per square foot, which is $340 per month, $4,080 annually.

   2.3 November 1, 2022 through October 31, 2023: approximately $15.36 per square foot, which is $343 per month, $4,116 annually.

   Total Rent Due for the three-year Term: $12,240

Initials: [illegible]
Date: 3/11/2021

3. Condition of Leased Premises: The Town has inspected and knows the condition of the Leased Premises. It is understood that the Premises is in "as is" condition without any representation or obligation on the part of the Department to make any alterations, repairs, or improvements.

4. Utilities: The Department shall be responsible for arranging for and making payment directly to the provider of all utility services required for the Leased Premises, except for telephone and computer networking services. The Town will pay directly to the provider all costs associated with their telephone services and Computer networking services. The Department shall not be responsible for any claims or damages arising from interruption in utility services.

5. Maintenance by the Department: The Department shall provide janitorial services and maintenance to the Leased Premises, repairing and maintaining the building and grounds to which the Premises are a part at its own expense. The Department shall provide snowplowing or snow removal services for the parking areas and building entrances.

6. Maintenance by the Town: The Town shall maintain their own equipment, such as computer servers, back-up generators, copiers and other equipment at their sole expense. The Town will exercise due diligence in protecting the Leased Premises against damage or destruction by fire, vandalism, theft, weather or other causes and maintain them in good order and condition.

7. Recycling: The Town shall participate in the Department's recycling program. The Department shall provide the necessary containers to be strategically located throughout the facility and the Town will partake and dispose of recyclable materials at the designated areas.

8. Repair of Damages to the Leased Premises: The Town shall, at its own expense, promptly repair or replace to the satisfaction of the Department any property damaged or destroyed by the Town, its employees or agents, incident to its exercise of the privileges granted herein. Alternatively, if required by the Department or requested by the Town and agreed to by the Department, the Town shall pay the Department money in an amount sufficient to compensate for the loss sustained by the Department for said damage to or destruction of the property. When requesting payment for loss or damage the Department shall submit an itemized invoice to the Town documenting all costs.

9. Improvements and Renovations: No addition to or alterations or improvement of the Leased Premises shall be made without prior written consent of the Department, which consent shall not be unreasonably withheld.

10. Compliance with Laws: The Town will at all times during the existence of this Agreement, promptly observe and comply with, at its sole cost and expense, the provisions applicable to the Leased Premises of all applicable federal, state and local laws, rules, regulations, and standards.

11. Quiet Enjoyment: The Department covenants and agrees the Town's quiet and peaceful enjoyment of the Premises shall not be disturbed or interfered with by the Department, or any person claiming by, through or under the Department. Routine maintenance or inspection of the Premises shall be scheduled with the Town in advance, to occur during a mutually agreeable time frame, and to be negotiated in good faith by both parties. Notwithstanding the provisions of this section, the Town

Initials: SAF
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agrees and covenants that in the event of an emergency requiring the Department to gain immediate access to the Premises, access shall not be denied.

12. Insurance by the Town: During the period this Agreement is in effect, the Town shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor to obtain and maintain in force, both for the benefit of the State, with respect to the Premises and the property of which the Premises are a part, comprehensive general liability insurance against all claims of bodily injury, death, or property damage, occurring on, in, or about the premises. Such insurance or pooled risk coverage shall provide minimum protection limits of not less than $1,000,000 per occurrence and $2,000,000 in the aggregate. The policies shall be the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State and authorized to do business in the State of New Hampshire. Each insurance policy shall contain a clause prohibiting cancellation or modifications of the policy earlier than ten (10) days after written notice has been received by the State. Each insurance policy shall name the Department as additional insured.

13. Self-Insurance by the Department: The Department is an administrative unit of the State of New Hampshire, which is self-insured.

14. Indemnification: The Town will defend, indemnify and hold harmless the Department from and against any and all losses suffered by the Department, and from and against any and all claims, liabilities or penalties asserted by, or on behalf of, any person, firm, corporation, or public authority:

    15.1 Acts or Omissions of Town: On account of, or based upon, any injury to a person or loss or damage to property, sustained or occurring, or which is claimed to have been sustained or to have occurred on or about the Leased Premises, on account of or based upon the act, omission, fault, negligence or misconduct of the Town, its agents, servants, contractors, or employees.

    15.2 Town's Failure to Perform Obligations: On account of or resulting from, the failure of the Town to perform and discharge any of its covenants and obligations under this Agreement and, in respect to the foregoing from and against all costs, expenses (including reasonable attorney's fees) and liabilities incurred in, or in connection with, any such claim, or any action or proceeding brought thereon; and in the case of any action or proceeding being brought against the Department by reason of any such claim, the Town upon notice from Department shall at Town 's expense resist or defend such action or proceeding.

    15.3 Departments Acts or Omissions Excepted: Notwithstanding the foregoing, nothing contained in this section shall be construed to require the Town to indemnify the Department for any loss or damage resulting from the acts, omissions, fault, negligence or misconduct of the Department or its agents, servants, contractors and employees. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State of New Hampshire, which immunity is hereby reserved to the State.

15. Fire and Casualty: Should a substantial portion of the Premises, or of the property of which they are a part, be substantially damaged by fire or other causality, the Department or the Town may elect to terminate this Agreement. When such fire or causality renders the Premises substantially unsuitable for their intended use, a just and proportionate abatement of the rent shall be made as

Initials: _____
Date: 3/11/2021

of the date of such fire or causality, until such time as the Department repairs the Premises, provided however, that the Town may elect to terminate this Agreement if:

a. Department's Failure to Provide: The Department fails to provide written notice within thirty (30) days of the causal event of their intention to restore the Premises or:

b. Department's Failure to Repair: The Department fails to restore the Premises to a condition that is substantially suitable for their intended use within ninety (90) days of said fire, or causality. The Department reserves, and the Town grants to the Department, all rights which the Department may have for damages or injury to the Premises, except for damage to the Town's fixtures, property, or equipment or any award for the Town's moving expenses.

16. Event of Default; Termination by the Department and the Town:

a. Event of Default; Department's Termination: In the event that:

i. Town's Failure to Pay Rent: The Town shall default in the payment of any installment of the rent, or any other sum herein specified, and such default shall continue for thirty (30) days after written notice thereof; or:

ii. Town's Breach of Covenants, etc.: The Town shall default in the observation of or performance of any other of the Town 's covenants, agreements, or obligations hereunder and such default is not corrected within thirty (30) days of written notice by the Department to the Town specifying such default and requiring it to be remedied then: The Department may serve ten (10) days written notice of cancellation of this Agreement upon the Town , and upon the expiration of such ten days, this Agreement and the Term hereunder shall terminate. Upon such termination, the Department may immediately or any time thereafter, without demand or notice, enter into or upon the Premises (or any part thereon) and repossess the same.

b. Department's Default; Town's Remedies: In the event that the Department defaults in the observance of any of the Department's covenants, agreements and obligations hereunder, and such default shall materially impair the habitability and use of the Premises by the Town , and is not corrected within thirty (30) days of written notice by the Town to the Landlord specifying such default and requiring it to be remedied, then the Town at its option, may serve a written ten (10) day notice of cancellation of this Agreement upon the Department, and upon the expiration of such a ten day period the Agreement shall terminate. If any such default of the Landlord does not materially impair the habitability and use of the Premises by the Town, the Department shall cure such default within thirty (30) days of written notice or within a reasonable alternative amount of time agreed upon in writing by Town, failing which, the Town may terminate this Agreement upon ten (10) days written notice to Department.

c. Rights Hereunder: The rights granted under this Section are in addition to, and not in substitution for, any rights or remedies granted herein to the parties, or any rights or remedies at law, or in equity.

Initials: [illegible]
Date: 3/11/2021

17. Termination by the Department or the Town : Either party may terminate this Agreement upon one hundred-eight (180) days prior written notice to the other.

18. Surrender of Leased Premises: No later than ninety (90) days prior to the expiration of the term herein, the Town shall give notice to the Department of its intention to either vacate the Premises at the end of the term, or to enter into negotiations with the Department for a renewal agreement. On or before the date of expiration of this Agreement, the Town shall vacate the premises, remove its personal property there from and quit and surrender the Leased Premises restored to good condition, reasonable use and wear thereof excepted. If the Town shall fail to remove its personal property and so restore the premises, then at the option of the Department, such property shall either become property of the State without compensation therefore, or the Department may cause the property to be removed and the premises to be restored at the expense of the Town and no claim of damage against the Department, the State, or its officers, employees, or agents, shall be created by or made on account of such removal and restoration work.

19. Assignment: This Agreement shall not be transferred or assigned.

20. Amendment: This Agreement may only be modified or amended by mutual agreement in writing and signed by the parties and approved by Governor and Council.

21. Sovereign Immunity: No provision of this agreement is intended to be, nor shall it be, interpreted by either party to be a waiver of sovereign immunity.

22. Enforcement: No failure by the State to enforce any provisions hereof after any default shall be deemed a waiver of its rights with regard to that event or any subsequent event.

23. Governing Law: This Agreement shall be 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.

24. 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.

25. Effective Date of Agreement: Approval Contingency: This Agreement constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings. EFFECTIVE DATE OF AGREEMENT: This Agreement shall not become effective until it is approved by all parties having authority on behalf of the State of New Hampshire, including the Long Range Capital Planning & Utilization Committee and the Governor and Executive Council on the behalf of the Department, and by the Town of Jaffrey on behalf of the Office of the Prosecutor and funded by the Town of Jaffrey. In the event that said approval and funding requests are denied, then this Agreement shall thereupon immediately terminate, and all obligations hereunder of the parties hereto shall cease.

IN WITNESS WHEREOF, the parties have hereunto set their hands this 11TH day of MARCH 2021.

Initials: [illegible]
Date: 3/11/2021

The State of New Hampshire
Department of Administrative Services

By: _____
Charles M. Arlinghaus, Commissioner

Town of Jaffrey

By: _____
Title: ~~Chairman~~ TOWN MANAGER

By: _____
Title: Vice Chairman

By: _____
Title: Clerk

NOTARY STATEMENT: As Notary Public and/or Justice of the Peace, REGISTERED IN THE STATE OF NEW HAMPSHIRE
Personally appeared before me the undersigned officers, the above named Jon Frederick and Kelly Rollins, known or satisfactorily proven to be the person whose names are signed above, and acknowledged that s/he executed this document in the capacity indicated above on this 11TH day of MARCH 2021..

_____
Justice of the Peace/Notary Public

JUDITH A. ZOLA
Notary Public - New Hampshire
My Commission Expires December 2, 2025

This Is To Certify that the above Agreement has been reviewed by the Office of the Attorney General and approved as to form, substance, and execution this 19th day of March 2021.

_____
Signature

Approved by Governor and Council this _____day of _____, 2021..
Agenda Item No:_____.

Initials: SAF
Date: 3/19/2021

CERTIFICATE FOR MUNICIPALITIES

I, *(insert name)* KELLY ROLLINS, of *(insert Municipality name)* TOWN OF JAFFREY, do hereby certify to the following assertions:

1. I am a duly elected and acting Clerk/Secretary for the Municipality documented above, which is in the State of *(insert name of State)* NEW HAMPSHIRE
2. I maintain and have custody of, and am familiar with, the minute books of the Municipality;
3. I am duly authorized to issue certificates with respect to the contents of such books;
4. The following are true, accurate and complete copies of the resolutions adopted during an official meeting of the Municipality. Said meeting was held in accordance with the laws and by-laws of the State, upon the following date:*(insert meeting date)* APRIL 22, 2019.

   RESOLVED: That this Municipality shall enter into a contract with the State of New Hampshire, acting by and through the TOWN MANAGER, IAW RSA 37 providing for the performance by this Municipality of certain services as documented within the foregoing Lease, and that the official listed, *(document the title of the official authorizing the contract, and document the name of the individual filling that* TOWN MANAGER JON FREDERICK, on behalf of this Municipality, is authorized and directed to enter the said lease contract with the State of New Hampshire, and that they are to take any and all such actions that may be deemed necessary, desirable of appropriate in order to execute, seal, acknowledge and deliver any and all documents, agreements and other instruments on behalf of this Municipality in order to accomplish the same.

   RESOLVED: That the signature of the above authorized party or parties of this Municipality, when affixed to any instrument of document described in, or contemplated by, these resolution, shall be conclusive evidence of the authority of said parties to bind this Municipality, thereby:
5. The foregoing resolutions have not been revoked, annulled, or amended in any manner what so ever, and remain in full force and effect as of the date hereof;
6. The following person or persons have been duly elected to, and now occupy, the Office or Offices indicated: *(fill the appropriate names of individuals for each titled position)*

   Municipality Mayor: N/A
   Municipality Clerk: KELLY ROLLINS
   Municipality Treasurer: SANDI STEWART

IN WITNESS WHEREOF: As the Clerk/Secretary of this municipality, I sign below upon this date: *(insert date of signing)* December 16th, 2020

Clerk/Secretary *(signature* Kelly A. Rollins

In the State and County of: *(State and County names)* New Hampshire, Cheshire

NOTARY STATEMENT: As Notary Public and/or Justice of the Peace, REGISTERED IN THE STATE New Hampshire, COUNTY OF: Cheshire UPON THIS DATE *(insert full date)* December 16, 2020 appeared before me *(print full name of notary)* Judith A. Zola, the undersigned officer personally appeared *(insert officer's name)* Kelly Rollins who acknowledged him/herself to be *(insert title, and the name of municipality)* Town Clerk for The Town of Jaffrey and that being authorized to do so, he/she executed the foregoing instrument for the purposes therein contained, by signing by him/herself in the of the Municipality.

In witness whereof I hereunto set my hand and official seal. *(Provide signature, seal and expiration of commission)*

Judith A Zola Term expires 12/2/2025

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:*
Town of Jaffrey 10 Goodnow Street Jaffrey, NH 03452	208	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 Checked
☐ 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	1/1/2021	1/1/2022	X Statutory	$ 2,000,000
			Each Accident	$ 2,000,000
			Disease – Each Employee	
			Disease – Policy Limit	
☐ Property (Special Risk includes Fire and Theft)			Blanket Limit, Replacement Cost (unless otherwise stated)	

Description: Proof of Primex Member coverage only.

CERTIFICATE HOLDER:	☐ Additional Covered Party	☐ Loss Payee	Primex³ – NH Public Risk Management Exchange
State of NH Bureau of Court Facilities 25 Capitol St, Room 115 Concord, NH 03301			By: Mary Beth Purcell Date: 1/5/2021 mpurcell@nhprimex.org Please direct inquires to: Primex³ Claims/Coverage Services 603-225-2841 phone 603-228-3833 fax

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.

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Participating Member:	*Member Number:*	*Company Affording Coverage:*
Town of Jaffrey 10 Goodnow Street Jaffrey, NH 03452	208	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	
X General Liability (Occurrence Form) Professional Liability (describe) ☐ Claims Made ☐ Occurrence	7/1/2020	7/1/2021	Each Occurrence	$ 1,000,000
			General Aggregate	$ 2,000,000
			Fire Damage (Any one fire)	
			Med Exp (Any one person)	
Automobile Liability Deductible Comp and Coll: Any auto			Combined Single Limit (Each Accident)	
			Aggregate	
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: With regards to office space lease at 84 Peterborough Street, Jaffrey NH. The certificate holder is named as Additional Covered Party, but only to the extent liability is based solely on the negligence or wrongful acts of the member, its employees, agents, officials or volunteers. This coverage does not extend to others. Any liability resulting from the negligence or wrongful acts of the Additional Covered Party, or their employees, agents, contractors, members, officers, directors or affiliates is not covered.

CERTIFICATE HOLDER:	X	Additional Covered Party		Loss Payee	Primex³ – NH Public Risk Management Exchange
					By: *Mary Beth Purcell*
State of NH Bureau of Court Facilities 25 Capitol St, Room 115 Concord, NH 03301					Date: 1/5/2021 mpurcell@nhprimex.org Please direct inquires to: Primex³ Claims/Coverage Services 603-225-2841 phone 603-228-3833 fax