New Hampshire Department of
BUSINESS AND
ECONOMIC AFFAIRS

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May 23, 2023

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

## REQUESTED ACTION

Authorize the Department of Business and Economic Affairs (BEA), Office of Planning and Development (OPD) to enter into a **sole source** contract with North Country Council (NCC), (VC#177235), Littleton, NH in the amount of $22,222.00 as part of the Targeted Block Grant (TBG) Program for planning assistance and training to municipalities on local, municipal and regional planning issues, effective upon Governor and Executive Council approval for the period of July 1, 2023 through June 30, 2025.
**100% General Funds.**

Funds are anticipated to be available in account, OSI Division of Planning, for Fiscal Years 2024 and 2025 upon the availability and continued appropriation of funds in the future operating budget, with the authority to adjust encumbrances between fiscal years within the price limitation through the Budget Office, if needed and justified.

| | FY 2024 | FY 2025 |
|---|---|---|
| 03-22-22-221510-21980000 | | |
| 073-500581 Grants Non Federal | $11,111.00 | $11,111.00 |

## EXPLANATION

The Targeted Block Grant (TBG) Program was established in the 1980s to allocate funds designated for the regional planning commissions in BEA's budget to provide planning assistance to municipalities and to implement regional planning activities. This contract is sole source pursuant to RSA 12-O:58, which authorizes OPD to provide technical assistance through financial grants to each of the nine regional planning commissions in the state. Regional planning commissions were established by the state in 1968 and play an important role in the coordination of planning efforts between the state, regional and local levels.

This funding will enable NCC to continue assistance to communities on local planning and developments of regional impact and to provide educational programs for local officials on various planning and land use topics.

100 North Main Street, Suite 100
Concord, New Hampshire 03301
603.271.2341
visitnh.gov nheconomy.com choosenh.com

The Attorney General's Office has approved this contract agreement as to form, substance, and execution.

Respectfully submitted,

Taylor Caswell
Commissioner

Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

The State of New Hampshire and the Contractor hereby mutually agree as follows:

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

| | | | |
|---|---|---|---|
| 1.1 State Agency Name<br>NH Department of Business and Economic Affairs | | 1.2 State Agency Address<br>100 N. Main Street, Suite 100<br>Concord, NH 03301 | |
| 1.3 Contractor Name<br>North Country Council | | 1.4 Contractor Address<br>161 Main Street<br>Littleton, NH 03561 | |
| 1.5 Contractor Phone Number<br>603-444-6303 | 1.6 Account Unit and Class<br>21980000 500581<br>22MRA24A | 1.7 Completion Date<br>6/30/2025 | 1.8 Price Limitation<br>$22,222.00 |
| 1.9 Contracting Officer for State Agency<br>Stephanie N. Verdile | | 1.10 State Agency Telephone Number<br>603-271-1765 | |
| 1.11 Contractor Signature<br>Date: 5/18/23 | | 1.12 Name and Title of Contractor Signatory<br>Michelle Moren-Grey, Executive Director | |
| 1.13 State Agency Signature<br>Date: 5/31/2023 | | 1.14 Name and Title of State Agency Signatory<br>Taylor Caswell, Commissioner | |
| 1.15 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)*<br>By: | | Director, On: | |
| 1.16 Approval by the Attorney General (Form, Substance and Execution) *(if applicable)*<br>By: | | On: 06/12/2023 | |
| 1.17 Approval by the Governor and Executive Council *(if applicable)*<br>G&C Item number: | | G&C Meeting Date: | |



Contractor Initials MMG
Date 5/18/23

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

**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, 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.

3.3 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. In no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds 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, 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 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. 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.

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 The State's liability under this Agreement shall be limited to monetary damages not to exceed the total fees paid. The Contractor agrees that it has an adequate remedy at law for any breach of this Agreement by the State and hereby waives any right to specific performance or other equitable remedies against the State.

**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 and the Governor's order on Respect and Civility in the Workplace, Executive order 2020-01. 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 age, sex, sexual orientation, race, color, marital status, physical or mental disability, religious creed, national origin, gender identity, or gender expression, and will take affirmative action to prevent such discrimination, unless exempt by state or federal law. The Contractor shall ensure any subcontractors comply with these nondiscrimination requirements.

6.3 No payments or transfers of value by Contractor or its representatives in connection with this Agreement have or shall be made which have the purpose or effect of public or commercial bribery, or acceptance of or acquiescence in extortion, kickbacks, or other unlawful or improper means of obtaining business.

6.4. 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 this Agreement and all rules, regulations and orders pertaining to 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 The Contracting Officer specified in block 1.9, or any successor, shall be the State's point of contact pertaining to this Agreement.



Contractor Initials NMH
Date 5/10/23

**8. EVENT OF DEFAULT/REMEDIES.**

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

**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) calendar 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) calendar 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. In addition, at the State's discretion, the Contractor shall, within fifteen (15) calendar days of notice of early termination, develop and submit to the State a transition plan for Services under the Agreement.

**10. PROPERTY OWNERSHIP/DISCLOSURE.**

10.1 As used in this Agreement, the word "Property" shall mean all data, 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 Disclosure of data, information and other records shall be governed by N.H. RSA chapter 91-A and/or other applicable law. Disclosure 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 Contractor shall provide the State written notice at least fifteen (15) calendar days before any proposed assignment, delegation, or other transfer of any interest in this Agreement. No such assignment, delegation, or other transfer shall be effective without the written consent of the State.

12.2 For purposes of paragraph 12, 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.

12.3 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State.

12.4 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.** The Contractor shall indemnify, defend, and hold harmless the State, its officers, and employees from and against all actions, claims, damages, demands, judgments, fines, liabilities, losses, and other expenses, including, without limitation, reasonable attorneys' fees, arising out of or relating to this Agreement directly or indirectly arising from death, personal injury, property damage, intellectual property infringement, or other claims asserted against the State, its officers, or employees caused by the acts or omissions of negligence, reckless or willful misconduct, or fraud by the Contractor, its employees, agents, or subcontractors. 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 State's sovereign immunity, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.



Contractor Initials MML
Date 5/18/23

**14. INSURANCE.**

14.1 The Contractor shall, at its sole expense, obtain and continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 commercial general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than $1,000,000 per occurrence and $2,000,000 aggregate or excess; and

14.1.2 special cause of loss coverage form covering all Property subject to subparagraph 10.2 herein, in an amount not less than 80% of the whole replacement value of the Property.

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

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or any successor, a certificate(s) of insurance for all insurance required under this Agreement. At the request of the Contracting Officer, or any successor, the Contractor shall provide certificate(s) of insurance for all renewal(s) of insurance required under this Agreement. 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 any 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. WAIVER OF BREACH.** A State's failure to enforce its rights with respect to any single or continuing breach of this Agreement shall not act as a waiver of the right of the State to later enforce any such rights or to enforce any other or any subsequent breach.

**17. 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.

**18. 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.

**19. CHOICE OF LAW AND FORUM.**

19.1 This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire except where the Federal supremacy clause requires otherwise. 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.

19.2 Any actions arising out of this Agreement, including the breach or alleged breach thereof, may not be submitted to binding arbitration, but must, instead, be brought and maintained in the Merrimack County Superior Court of New Hampshire which shall have exclusive jurisdiction thereof.

**20. CONFLICTING TERMS.** In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and any other portion of this Agreement including any attachments thereto, the terms of the P-37 (as modified in EXHIBIT A) shall control.

**21. THIRD PARTIES.** This Agreement is being entered into for the sole benefit of the parties hereto, and nothing herein, express or implied, is intended to or will confer any legal or equitable right, benefit, or remedy of any nature upon any other person.

**22. 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.

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

**24. FURTHER ASSURANCES.** The Contractor, along with its agents and affiliates, shall, at its own cost and expense, execute any additional documents and take such further actions as may be reasonably required to carry out the provisions of this Agreement and give effect to the transactions contemplated hereby.

**25. 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.

**26. 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.



Contractor Initials MLG
Date 5/18/23

**EXHIBIT A – SPECIAL PROVISIONS**

There are no special or additional provisions to this contract.

The following exhibits are incorporated into this agreement by reference:
Standard: Exhibit B Scope of Work, Exhibit C Price of Contract.

**EXHIBIT B – SCOPE OF SERVICES**

Below is the Scope of Services of this Agreement.

## 1. WORK TASKS AND PRODUCTS

Work Tasks listed will guide work by *North Country Council (NCC)* and the NH Department of Business and Economic Affairs – Office of Planning and Development (OPD) unless all parties agree to modify these Work Tasks. If *NCC* would like to modify the Work Tasks below at any time during the contract period, *NCC* shall notify OPD in writing with the proposed modifications and reason for change before implementing them. OPD will respond with approval or suggestions within 10 days of receipt of written notice.

**FY 2024 (July 1, 2023 – June 30, 2024)**

### Task A-1 – *Technical Assistance and Education*

North Country Council staff will provide technical assistance and education on an as-needed basis to communities within the region. The focus of this assistance and education will include:

- Assistance with general procedural to case-specific questions regarding planning and land use ordinances.
- Providing guidance on master plans and tools for implementing goals identified therein.
- Technical assistance with grants, data, and resource access.
- Responses to communities declaring developments of regional impact.
- Outreach to communities through newsletter, face-to-face/virtual meetings, and workshops.
- Provide guidance and training on planning procedures and specific topics as needed to communities and staff.

**FY 2025 (July 1, 2024 – June 30, 2025)**

### Task A-2 – *Technical Assistance and Education*

North Country Council staff will provide technical assistance and education on an as-needed basis to communities within the region. The focus of this assistance and education will include:

- Assistance with general procedural to case-specific questions regarding planning and land use ordinances.
- Providing guidance on master plans and tools for implementing goals identified therein.
- Technical assistance with grants, data, and resource access.
- Responses to communities declaring developments of regional impact.
- Outreach to communities through newsletter, face-to-face/virtual meetings, and workshops.
- Provide guidance and training on planning procedures and specific topics as needed to communities and staff.

## 2. MEETINGS AND REPORTS

A. Meetings

NCC agrees to meet with OPD, as needed, at dates and times to be set by OPD and the Regional Planning Commissions. The purpose of the meeting(s) is to review the performance of the Agreement's work tasks and any other related issues.

B. Progress Reports

Progress reports shall be submitted to OPD no later than thirty (30) days after the end of at least each quarterly period. Progress reports shall document all work tasks contained in this Agreement that were completed during the quarterly period. If no work tasks were completed during the quarterly period, a progress report shall be submitted indicating that no work tasks were completed. The progress reports will be due in each state fiscal year by October 30; January 30; April 30; and July 20.

**EXHIBIT C**

## 1. CONTRACT PRICE

In consideration of the satisfactory performance of *NCC*, OPD agrees to pay the Agreement price not to exceed $11,111.00 per State fiscal year, which is hereinafter referred to as the "Fee." It is understood and agreed by the parties hereto that payment of the Fee shall constitute full and complete payment for the performance of the work tasks and for all *NCC*'s expenses of any kind including, but not limited to, payments for travel, subsistence and project overhead.

## 2. BUDGET AND FEE

The Fee shall be paid as provided below:

| Cost Categories | FY24 State Funds | FY24 Leveraged Funds | FY24 Total Funds |
|---|---|---|---|
| Salaries | $5,100.50 | $0.00 | $ 5,100.50 |
| Direct Costs | 390.50 | $ 0.00 | $ 390.50 |
| Indirect Costs[1] | $5,620.00 | $ 0.00 | $ 5,620.00 |
| **Subtotals** | **$11,111.00** | $ 0.00 | **$11,111.00** |

| Cost Categories | FY25 State Funds | FY25 Leveraged Funds | FY25 Total Funds |
|---|---|---|---|
| Salaries | $5,100.50 | $ 0.00 | $ 5,100.50 |
| Direct Costs | 390.50 | $0.00 | $ 390.50 |
| Indirect Costs[1] | $5,620.00 | $0.00 | $ 5,620.00 |
| **Subtotals** | **$11,111.00** | **$0.00** | **$11,111.00** |

[1]*Indirect Costs are based upon the current approved indirect rate by the cognizant agency or as subsequently amended. Any subsequent amendments to the indirect cost rate by the cognizant agency during the contract period shall be submitted in writing to OPD and the budget amended correspondingly.*

A. Invoices

Using OPD's invoice, *NCC* shall submit requests for payment no later than thirty (30) days after the end of each quarterly period. Invoices will be based on actual project expenses incurred during the invoicing period and shall show current and cumulative expenses by major cost categories.

OPD shall issue payment to *NCC* within 30 days of receipt of an invoice upon submission and acceptance by OPD of the progress report.

B. Final Invoice

The final invoice for each State fiscal year shall be submitted to OPD no more than 20 days after the grant completion date. OPD shall issue payment to *NCC* within 30 days of receipt of the final invoice for each State fiscal year upon submission and acceptance by OPD of the progress report.

# CERTIFICATE OFAUTHORITY

I, Paul Robitaille, Chair of The North Country Council
(Name) (Regional Planning Agency)
(Hereinafter the "Planning Agency"), a regional planning commission established pursuant to the laws of the State of New Hampshire (RSA 36: 45-53), hereby certify that:

(1) I am the duly elected and acting Chair of the Planning Agency;
(2) I maintain and have custody and am familiar with the minute books of the Planning Agency;
(3) I am duly authorized to issue certificates with respect to the contents of such books;
(4) That the Commission has authorized, on 05/18/2023 (Date) such authority to be in force and effect until 06/30/2025. (Contract termination date)

The person(s) holding the below listed position(s) are authorized to execute and deliver on behalf of the Planning Agency any contract or other instrument for the sale of products and services:

| | |
|---|---|
| Michelle Moren-Grey (Name) | Executive Director (Position) |
| _____ (Name) | _____ (Position) |

(5) Said authorization has not been modified, amended or rescinded and continues in full force and effect as of the date hereof.

(6) I hereby understand that the State of New Hampshire will rely on this certificate as evidence that the person(s) listed above currently occupy the position(s) indicated and that they have full authority to bind the Planning Agency. To the extent that there are any limits on the authority of any listed individual to bind the Planning Agency on contracts with the State of New Hampshire, all such limitations are expressly stated herein.

I HAVE HEREUNTO set my hand as the Chair of the Planning Agency this 18th day of May, 2023.

Paul Robitaille
Chair

Benjamin S Gaetjens-Oleson
Notary Public, State of New Hampshire
My Commission Expires Feb. 03, 2026

Primex³
NH Public Risk Management Exchange

# CERTIFICATE OF COVERAGE

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

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

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

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

| *Participating Member:* | *Member Number:* | *Company Affording Coverage:* |
|---|---|---|
| North Country Council<br>161 Main Street<br>Littleton, NH 03561 | 576 | NH Public Risk Management Exchange - Primex³<br>Bow Brook Place<br>46 Donovan Street<br>Concord, NH 03301-2624 |

| | *Type of Coverage* | *Effective Date (mm/dd/yyyy)* | *Expiration Date (mm/dd/yyyy)* | *Limits* - NH Statutory Limits May Apply, If Not | |
|---|---|---|---|---|---|
| X | **General Liability (Occurrence Form)** | 7/1/2022 | 7/1/2023 | Each Occurrence | $ 5,000,000 |
| | **Professional Liability (describe)** | | | General Aggregate | $ 5,000,000 |
| | ☐ Claims Made ☐ Occurrence | | | Fire Damage (Any one fire) | |
| | | | | Med Exp (Any one person) | |
| X | **Automobile Liability**<br>Deductible Comp and Coll: | 7/1/2022 | 7/1/2023 | Combined Single Limit (Each Accident) | $5,000,000 |
| | Any auto | | | Aggregate | $5,000,000 |
| X | **Workers' Compensation & Employers' Liability** | 7/1/2022 | 7/1/2023 | X Statutory | |
| | | | | Each Accident | $2,000,000 |
| | | | | Disease – Each Employee | $2,000,000 |
| | | | | Disease – Policy Limit | |
| X | **Property (Special Risk Includes Fire and Theft)** | 7/1/2022 | 7/1/2023 | Blanket Limit, Replacement Cost (unless otherwise stated) | Deductible: $1,000 |

**Description:** Proof of Primex Member coverage only.

| CERTIFICATE HOLDER: | ☐ Additional Covered Party | ☐ Loss Payee | Primex³ – NH Public Risk Management Exchange |
|---|---|---|---|
| | | | By: *Mary Beth Purcell* |
| Office of Planning & Development<br>Department of Business and Economic Affairs<br>100 North Main Street, Ste. 100<br>Concord, NH 03301 | | | Date: 4/5/2023 mpurcell@nhprimex.org<br>Please direct inquires to:<br>**Primex³ Claims/Coverage Services**<br>**603-225-2841 phone**<br>**603-228-3833 fax** |