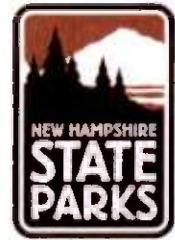




State of New Hampshire
 DEPARTMENT OF NATURAL & CULTURAL RESOURCES
 DIVISION OF PARKS & RECREATION

172 Pembroke Road Concord, New Hampshire 03301
 Phone: 603-271-3556 Fax: 603-271-3553
 TDD Access: Relay NH 1-800-735-2964
 nhstateparks.org

34



88

March 28, 2025

Her Excellency, Governor Kelly A. Ayotte
 and the Honorable Council
 State House Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Natural and Cultural Services, Division of Parks and Recreation to enter into a **Retroactive** amendment to retroactively enact the two-year renewal option of an existing contract with Citizens Bank NA (VC#165622), Manchester, NH, for daily Seacoast Parking Citation Lockbox Services by increasing the price limitation by \$21,442.96 from \$20,000 to \$41,442.96 and extending the completion date from March 31, 2025 to March 31, 2027 effective upon Governor and Executive Council approval. The original contract was approved by Governor and Executive Council on August 23, 2023, item #86. 100% Agency Income.

Funding is available in account, Hampton Meters, for Fiscal Years 2025 and are anticipated to be available in Fiscal Years 2026 and 2027, with the authority to adjust encumbrances between fiscal years within the price limitation through the Budget Office, if needed and justified, and as follows:

	<u>FY 2025</u>	<u>FY 2026</u>	<u>FY 2027</u>
03-035-035-351510-73000000-103-502664 - <u>Contracts for Op Services</u>	\$2,680.37	\$10,721.48	\$8,041.11

EXPLANATION

This request is **Retroactive** because of an administrative oversight regarding the renewal date of this contract; the date was noted as March 31, 2026, rather than the correct date of March 31, 2025. The Division has since reviewed the contract expiration dates of all contracts for the Parking Enterprise Program to avoid future contracts from being submitted retroactively. As previously stated, the original contract was approved by Governor and Executive Council on August 23, 2023, item #86.

In reference to Exhibit A Special Provisions of the contract, the parties have the option to extend once for a period of up to two (2) years. This request, upon approval, will permit the Division to exercise its option to renew services for the two (2) years available.

The purpose of this request is to allow Citizens Bank NA to continue to assist the Division by maximizing efficiencies through their lockbox service for check payment, processing, capturing, and depositing all payment stubs and checks for citations issued by the Parking Enterprise Program. Citizens Bank NA will continue to process timely deposits and provide same-day remittance documents and payment information to the Division.

The price limitation for this request pertains to the full 24-month extension term while the original contract was for 20 months because of lengthy negotiations prior to reaching agreement for contract. The fee structure has not changed and is based upon forecasted processing transactions over the course of the term.

Citations are issued for parking violations, with a minimum charge of \$25 if the ticket is paid within 20 days. If payment is not received within 20 days, a \$25 late fee is assessed on top of the original fine amount. If payment is not received within 40 days, a second \$25 late fee is assessed on top of the original fine amount. If payment is still not received, a third and final \$25 late fee is assessed bringing the minimum outstanding balance to \$100 (and maximum \$325 depending on the

fine). If payment is not received within 80 days, the citation and outstanding fees are referred to our collection agency for further action.

As an operationally self-funded agency, the Division must manage its funds very closely and focus on a positive financial performance to maintain the NH State Park System into the future. This contract allows the Division to continue to provide quicker process time with payments and issuing late fee notices. The Division uses less staff time processing the payments through a lockbox service thus saving the Division over \$20,000 in staff salary and benefits. The lockbox services will also assure the Division remains audit compliant with collection procedures.

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

Respectfully Submitted,

A handwritten signature in cursive script that reads "Sarah L. Stewart". To the right of the signature is a small circular stamp containing the date "1/15/14".

Sarah L. Stewart
Commissioner

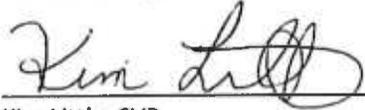
1st Amendment of P-37 Contract Agreement for Lockbox Services

The Department of Natural and Cultural Resources, Division of Parks and Recreation and Citizens Bank, MA (VC# 165622), Manchester, NH, hereby mutually agree to amend the not to exceed contract for daily Seacoast parking citation lockbox services, originally approved by the Governor and Executive Council on August 23, 2023, Item #86, with a completion date of March 31, 2025, as follows:

1. Amend Box 1.7, Completion Date, by extending the completion date to March 31, 2027, from the original completion date of March 31, 2025.
2. Amend Exhibit B, Terms of Payment, by increasing the contract not to exceed amount by \$21,442.96 from \$20,000 to \$41,442.96;
3. All other terms and conditions of the original contract shall remain the same in full force and effect as originally set forth; and
4. This amendment is subject to approval by the Governor and Executive Council.

IN WITNESS WHEREOF, the parties hereto have set their hands as of the day and year written.

Citizens Bank, MA

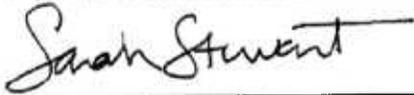


Kim Little, SVP

3/31/25

Date

Department of Natural and Cultural Resources



Sarah L. Stewart, Commissioner

4/4/25

Date

Approved as to form, substance and execution:



Nathan W. Kenison-Marvin
Assistant Attorney General
Attorney General

April 18, 2025

Date



Kim Little, SVP
Government Banking Division
900 Elm Street
Manchester, NH 03101

March 31, 2025

Dee Dee Hanson, Program Specialist
NH Division of Parks and Recreation
172 Pembroke Road
Concord, NH 03301

RE: Certificate of Corporate Existence

Dear Dee Dee:

Please note that the attached document (copy of our latest "Certificate of Corporate Existence" issued by the Comptroller of the Currency), is being presented in lieu of a "Certification of Authorization" from the Secretary of State.

Citizens Bank, N.A. is a nationally chartered bank and is not issued a Certification of Authorization by the Secretary of State for this reason.

Please let me know if you have any questions. My direct line is 603-634-7121.

Sincerely

A handwritten signature in black ink that reads "Kim Little".

Kim Little
Senior Vice President
Citizens Bank -Government Banking Division



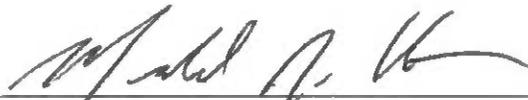
CERTIFICATE OF CORPORATE EXISTENCE

I, Michael J. Hsu, Acting Comptroller of the Currency, do hereby certify that:

1. The Comptroller of the Currency, pursuant to Revised Statutes 324, et seq, as amended, and 12 USC 1, et seq, as amended, has possession, custody, and control of all records pertaining to the chartering, regulation, and supervision of all national banking associations.

2. "Citizens Bank, National Association," Providence, Rhode Island (Charter No. 24571), is a national banking association formed under the laws of the United States and is authorized thereunder to transact the business of banking on the date of this certificate.

IN TESTIMONY WHEREOF, today, January 15, 2025, I have hereunto subscribed my name and caused my seal of office to be affixed to these presents at the U.S. Department of the Treasury, in the City of Washington, District of Columbia



Acting Comptroller of the Currency



CITIZENS BANK, NATIONAL ASSOCIATION

Certificate of Incumbency

I, Stephen Kessinger, the undersigned, Assistant Corporate Secretary of Citizens Bank, National Association, a national banking association (the "Company"), hereby certifies that the following is a true excerpt of a certain Resolution of the Board of Directors of the Company duly adopted at a meeting held on February 13, 2025, relating to the execution of documents.

I further certify that said Resolution is in full force and effect and has not been amended, abrogated or in any way altered, added to, or revised:

"...That transfers of stocks, bonds, and other securities, and proxies, and powers of attorney to vote with respect to shares or accounts of institutions or stock of other corporations, owned by, or standing in the name of, Citizens Financial Group, Inc. or Citizens Bank, National Association (each hereinafter referred to as the "Company") shall be executed and delivered from time to time in the name and on behalf of the Company by the Chairman, President, CEO, any Vice Chair, any Vice President¹, any State President, any Division President, the Treasurer, any Assistant Treasurer, the Corporate Secretary, or any Assistant Corporate Secretary of the Company or by such other officer or employee of the Company so designated by the Chairman, President, CEO or any Vice Chair or authorized by the Board or the Executive Committee of the Board (each, an "Authorized Officer" and collectively, "Authorized Officers");

That notes and other evidences of indebtedness of the Company, other than checks and drafts, and pledges of its assets as security for the repayment thereof, shall be executed and delivered by an Authorized Officer, subject to applicable law, rules, or regulations;

That checks and drafts drawn on the Company or other banks, certificates of deposit, orders for payment from the funds of the Company, notes and other evidences of indebtedness payable to the Company, shall be executed or endorsed by an Authorized Officer, provided, however, that the signatures of such officers may be in facsimile form;

That the Chairman, President, CEO, any Vice Chairman, any State President, any Division President, any Executive Vice President or any Senior Vice President may create special accounts and may direct from time to time how orders and confirmations of orders for the payment of funds from such accounts may be executed;

That reports to a federal, state or municipal authority, reconciliations of bank accounts and such other verifications and reports as may be required in the usual course of business shall be executed by an Authorized Officer, severally, or together with such other Authorized Officer as may be required by the authority to which such reports, reconciliations or verifications are submitted;

That documents, contracts, agreements, schedules, endorsements, discharges or releases of indebtedness or obligations and other instruments with respect to the closing, service administration, modification or satisfaction of any loan or other obligation of any borrower or obligor shall be executed by an Authorized Officer, a senior loan officer, a loan officer, an assistant loan officer, or such other employee of the Company as may be designated from time to time by the Chairman, President, CEO, or any Vice Chairman in accordance with the Bylaws of the Company;

¹ Includes officers with the title of Executive Vice-President, Senior Vice President, Managing Director and Director.

That deeds, agreements, leases, documents, affidavits, statements and other instruments with respect to the administration, management or disposition of any real or personal property of the Company or Corporation, or property taken by foreclosure, or in lieu of foreclosure, shall be executed by an Authorized Officer, a senior loan officer, a loan officer, an assistant loan officer, or such other employee of the Company or Corporation as may be designated from time to time by the Chairman, President, CEO or any Vice Chairman in accordance with the Bylaws of the Company;

That all documents, contracts, agreements, leases, schedules, endorsements, participation agreements, signature guarantees, agreements between affiliates, letters of credit, releases of indebtedness or obligations and other instruments necessary or convenient for the transaction of the business of the Company or Corporation not specifically covered by this resolution or the Bylaws of the Company shall be executed, verified, acknowledged, and delivered by an Authorized Officer, a senior loan officer, a loan officer, an assistant loan officer, or such other officer or employee of the Company having been granted authority from time to time by the Chairman, President, CEO or Vice Chairman in accordance with the Bylaws of the Company; and ...”

I further certify that the following individual currently occupies and has been duly elected to the office of the Company as set forth and, as such, is an Authorized Officer and that such person is authorized to execute and deliver documents on behalf of the Company.

<u>Name</u>	<u>Office</u>
Kim Little	Senior Vice President & Director of Sales & Service Support

IN WITNESS WHEREOF, I have duly executed this Certificate on this 31st day of March, 2025.



Stephen Kessinger
Assistant Corporate Secretary
Citizens Bank, National Association



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/26/2025

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 Willis Towers Watson Northeast, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	CONTACT NAME: Willis Towers Watson Certificate Center PHONE (A/C No. Ext.): 1-877-945-7378 FAX (A/C No.): 1-888-467-2378 E-MAIL ADDRESS: certificates@willis.com	
	INSURER(S) AFFORDING COVERAGE	
INSURED Citizens Financial Group, Inc., Citizens Bank, N.A. One Citizens Bank Way Mailstop: JCCL45 Johnston, RI 02919	INSURER A: Liberty Mutual Fire Insurance Company NAIC # 23035	
	INSURER B: LM Insurance Corporation 33600	
	INSURER C: Zurich American Insurance Company 16535	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** W38254806 **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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			TB2-611-004526-035	03/31/2025	03/31/2026	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ Excluded PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 10,000,000 PRODUCTS - COM/OP AGG \$ 4,000,000 Per Location Agg \$ 2,000,000
A	<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			AS2-611-004526-025	03/31/2025	03/31/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 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 DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
B	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 <input type="checkbox"/> No N/A			WA5-61D-004526-105	03/31/2025	03/31/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Workers Compensation and Employers Liability Per Statute - MN, WI			WC5-611-004526-155	03/31/2025	03/31/2026	EL-Each Accident \$1,000,000 EL-Disease-Pol. Limit \$1,000,000 EL-Disease Each Emp. \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
All terms and coverages evidenced on this certificate will only apply to the extent of the requirements within the written agreement or lease.
SEE ATTACHED

CERTIFICATE HOLDER State of New Hampshire - DNCR Division of Parks and Recreation 172 Pembroke Road Concord, NH 3301	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>Patricia A. Fong</i>

AGENCY CUSTOMER ID: _____

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY Willis Towers Watson Northeast, Inc.		NAMED INSURED Citizens Financial Group, Inc., Citizens Bank, N.A. One Citizens Bank Way Mailstop: JCC145 Johnston, RI 02819	
POLICY NUMBER See Page 1		EFFECTIVE DATE: See Page 1	
CARRIER See Page 1	NAIC CODE See Page 1		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

INSURER AFFORDING COVERAGE: Eurich American Insurance Company NAIC#: 16535
POLICY NUMBER: ERP0507947-07 EFF DATE: 03/31/2025 EXP DATE: 03/31/2026

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Commercial Property Replacement Cost / Special Form	Blanket Real & Personal Property, Incl. BI & EE	\$100,000,000

48



STATE OF NEW HAMPSHIRE
DEPARTMENT of NATURAL and CULTURAL RESOURCES
DIVISION of PARKS and RECREATION
172 Pembroke Road Concord, New Hampshire 03301
Phone: (603) 271-3556 Fax: (603) 271-3553
Web: www.nhstateparks.org/parking

86

July 26, 2023

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

REQUESTED ACTION

Authorize the Department of Natural and Cultural Resources, Division of Parks and Recreation to enter into a contract with Citizens Bank NA (VC#165622), Manchester, NH, in the amount of \$20,000 for daily Seacoast Parking Citation Lockbox Services, with the option to renew for an additional two-year period, effective upon Governor and Council approval through March 31, 2025. 100% Agency Income.

Funds are available in the following account for Fiscal Years 2024 and 2025 with the authority to adjust encumbrances between fiscal years within the price limitation through the Budget office, if needed and justified.

Funding is available in account, Hampton Meters, as follows:

	<u>FY 2024</u>	<u>FY 2025</u>
03-035-035-351510-73000000-103-502664 - Contracts for Op Services	\$7,500	\$12,500

EXPLANATION

This contract will allow the Division of Parks and Recreation to maximize efficiencies for check payment processing, capturing, and depositing all payment stubs and checks. Citizens Bank will process timely deposits and provide same-day remittance documents and payment information to the Division. Further, Citizens Bank will provide the Division a secure Web Portal to access relational database(s) or other technical means to provide a robust and use-friendly reporting environment and access to images of the payment and remittance slip. Citizens Bank will collect and process all payments received through the lockbox service daily and provide the Division with an electronic report and upload file of all transactions received. Finally, Citizens Bank shall transfer all payments into the State Treasury account on a daily basis with a report being sent to the Division indicating amount of transfer.

Tickets are issued for parking violations, with a minimum charge of \$25 if the ticket is paid within 20 days. If payment is not received within 20 days, a \$25 late fee is assessed on top of the original fine amount. If payment is not received within 40 days, a second \$25 late fee is assessed on top of the original fine amount. If payment is still not received, a third and final \$25 late fee is assessed bringing the minimum outstanding balance to \$100 (and maximum \$325 depending on the fine). If payment is not received within 80 days, the citation and outstanding fees are referred to our collection agency for further action.

On November 29, 2022, a Request for Proposals (RFP) for "DPR – Seacoast Parking Citation Lockbox Services" was advertised on the Department of Administrative Services' website. The RFP was also sent to a list of vendors provided by the Department of Administrative Services. One (1) firm submitted a proposal by the closing date of December 21, 2022. Due to the strict requirement of having PO Box in NH, the cost was extremely high therefore, a second RFP was released January 04, 2023, with a

requirement that the PO Box located in New England. Three (3) firms submitted proposals by the closing date of January 20, 2023. After several months of contract negotiations, the first vendor backed out at the last minute resulting in the Division moving to the second vendor, Citizens Bank NA. A summary of the scoring is attached for your review.

As an operationally self-funded agency, the Division must manage its funds very closely and must focus on a positive financial performance to maintain the NH State Park System into the future. This contract allows the Division to continue to provide quicker process time with payments and issuing late fee notices. The Division uses less staff time processing the payments thus saving the Division over \$20,000 in staff salary and benefits. The lockbox services will also assure the Division remains audit compliant with collection procedures.

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

Respectfully Submitted,



Brian J. Wilson
Director

Concurred,



Sarah L. Stewart
Commissioner

(154)

DNCR RFP #2023-02 Seacoast Park Citation Lockbox Services Scoring Summary

Company	Company Address	Solution Cost	Vendor Qualifications	Vendor Approach	Quality Control Plan	Business Continuity Plan	TOTAL	Total Cost
		20 Pts Max	20 Pts max	40 Points Max	10 Points Max	10 Points Max	100 Pts Max	
Eastern Bank	400 Mystic Ave Rear Medford MA 02155	20.00	20.00	39.60	10.00	10.00		\$ 18,196.00
Citizens Bank	900 Elm Street NE 1680 Manchester NH 03101	17.06	20.00	40.00	10.00	10.00	97.06	\$ 20,000.00
TD Bank	143 North Main Street Concord, NH 03301	17.32	20.00	39.60	9.60	10.00	96.52	\$ 21,007.20

EVALUATION COMMITTEE		
NAME	TITLE	RELEVANT EXPERIENCE
Diane Hanson	Program Specialist II	Diane (Dee Dee) has worked for the NH Division of Parks and Recreation for 20 years. She got her start with the state as a receptionist for the Division of Parks and Recreation. For the past 12 she has overseen multiple programs including the parking enforcement and the special use permits. She has been responsible for writing permits for events and managing three contracts related to the parking enforcement including the Parking Enforcement, Citation Lockbox Service contract and the Collection Agency contract.
Paul Danielson	Internal Auditor III	Paul analyzes and examines accounting operations and fiscal controls and performs audits of accounting. He serves as auditor for the Division of Parks and Recreation and assists other Divisions as requested. He develops written recommendations based on objective analysis and advises agency administration in the resolution of auditing and accounting problems. Paul also acts as the Agency Payment Card Industry (PCI) Manager to verify the agency is compliant with PCI regulations and standards.
Richard Bowen	Assistant State Treasurer	Richard works with state agencies and banks to coordinate statewide receivables.
Egle Daniute-Chisholm	Accountant IV	Egle is a revenue supervisor for the DNCR. Egle is working with agency's revenue for almost 2 years now. In addition to daily booking revenue that comes in through different sources, other responsibilities include but not limited to running reports for agency's divisions, monitoring and keeping track of the delinquency lists, as well as pulling reports from various vendors and reconciling incoming revenue.

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

I. IDENTIFICATION.

1.1 State Agency Name Department of Natural and Cultural Resources		1.2 State Agency Address 172 Pembroke Road, Concord NH 03301	
1.3 Contractor Name Citizens Bank NA		1.4 Contractor Address 900 Elm Street NE1680, Manchester NH 03101	
1.5 Contractor Phone Number 603-634-7121	1.6 Account Unit and Class 73000000-103-502664	1.7 Completion Date 3/31/25	1.8 Price Limitation \$20,000.00
1.9 Contracting Officer for State Agency Dee Dee Hanson, Program Specialist II		1.10 State Agency Telephone Number 603-271-2944	
1.11 Contractor Signature  ^{SVP} Date: 7/25/23		1.12 Name and Title of Contractor Signatory Kim Little, Senior Vice President	
1.13 State Agency Signature  Date: 8/02/2023		1.14 Name and Title of State Agency Signatory Sarah L. Stewart, Commissioner	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By: <u>Shari Phillips</u> , AAG On: 8/02/2023			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

Contractor Initials **KAL**
 Date 7/25/23

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.

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.

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 supercedes all prior agreements and understandings with respect to the subject matter hereof.

Contractor Initials *[Signature]*
Date 7/25/23

STATE OF NEW HAMPSHIRE
Department of Natural and Cultural Resources
Division of Parks and Recreation
DNCR 2023-02 Seacoast Parking Citation Lockbox Service
EXHIBIT A – SPECIAL PROVISION

EXHIBIT A – SPECIAL PROVISIONS

The terms outlined in the P-37 General Provisions are modified as set forth below:

- A.1 Provision 3, Effective Date/Completion of Services, is updated with the following addition:**
- 3.3** The Term may be extended once up to two (2) years, ("Extended Term") at the sole option of the State, subject to the parties prior written Agreement on applicable fees for each extended Term, up to but not beyond March 31, 2027 under the same terms and conditions, subject to approval of the Governor and Executive Council.

- The remainder of this page intentionally left blank -

STATE OF NEW HAMPSHIRE
Department of Natural and Cultural Resources
Division of Parks and Recreation
DNCR 2023-02 Seacoast Parking Citation Lockbox Service
EXHIBIT B – SCOPE OF SERVICES

- 1) Citizens Commercial Banking (Contractor) to provide lockbox service in connection with payments received for Seacoast parking meter citations issued by the State of New Hampshire – Division of Parks and Recreation (Agency). The Contractor agrees to process payments on behalf of the Agency in a secure facility. Services include:
- A. Provide Post Office Box, for payments that Contractor will retrieve and process.
 - B. The Contractor shall retrieve all payments from the Post Office Box no later than 9:00 am ET., Monday through Friday excluding holidays.
 - C. The Contractor shall process all payments no later than 3:00 pm ET on the same day they are collected, unless arrangements have been made with the State prior to 3pm.
 - The Contractor shall agree that payments received above \$100.00 with only one citation number shall be presented to the Agency in the Exception Processing listed below for further research.
 - D. Exception Processing shall include check payments that arrive without a remittance advice or citation number written on the payment and should be addressed as follows:
 - The Contractor shall utilize its Web Exceptions Module to present the Agency with images of the exceptions needing review.
 - The Agency shall research and provide the correct citation number for processing. If the Agency is unable to identify the citation, the Agency will reject the transaction and the Contractor shall return the items to the Agency via US Postal Service.
 - The Contractor will merge the decisioned items back into the regular processing stream for inclusion in the transmission-file and related deposit.
 - E. The Contractor shall provide a daily report that includes the total number of payments, the total value of the payments and the total deposit to be transferred to the Agency as listed herein. This report shall be available online to be retrieved by the State no later than 3:00 pm ET.
 - F. The Contractor shall provide a daily electronic file(s) of the payments received with all required data fields for uploading purposes to the Agency's citation control management system. This file shall be received by the Agency no later than 3:00 pm ET.
 - G. The Contractor shall scan necessary supporting documentation including parking citations or other documentation, checks, and envelopes. All documents shall be made available daily through web inquiry tools.
 - H. The Contractor shall provide to the Agency a secure Web Portal to access relational database(s) or other technical means to provide a robust and user-friendly reporting environment and access to images of the payment, remittance slips, and remittance envelopes received.
 - I. The Contractor shall provide all images and collections received during the month in .pdf format for online retrieval.
 - J. Per NH RSA 6:11.IV, the Contractor shall deposit all processed funds into the predetermined account as identified by the NH State Treasury Department. The Contractor shall provide the Agency the ability to access daily funds transfer activity through online banking to facilitate revenue reconciliation.
 - K. The Contractor shall provide capability for additional reporting as needed.
 - L. The Contractor shall provide the Agency with its SOC-1 reporting annually upon request from the State and a signed non-disclosure agreement has been signed and returned to the Contractor.

STATE OF NEW HAMPSHIRE
Department of Natural and Cultural Resources
Division of Parks and Recreation
DNCR 2023-02 Seacoast Parking Citation Lockbox Service
EXHIBIT C - PAYMENT TERMS

The Contractor shall agree to the itemized fees as provided in the cost proposal submitted in RFP DNCR 2023-02 Seacoast Parking Citation Lockbox Service and as listed below:

Item	Unit/Price	Estimated Monthly Volume	Monthly Cost	Explanation
Lockbox Processing				
Checks	\$0.24	550	\$132.00	
Invoices	\$0.22	550	\$121.00	
Checks Only Transaction	\$0.25	100	\$25.00	
MICR Correction Keystrokes	\$0.006	250	\$1.50	
Scanline Correction Keystrokes	\$0.006	330	\$1.98	
Data Entry Keystrokes	\$0.006	1400	\$8.40	
Amount Keystrokes	\$0.006	350	\$2.10	
Non Processable	\$0.36	10	\$3.60	
Monthly Fees				
Monthly CD Rom	\$20.00	1	\$20.00	
Monthly Maintenance	\$50.00	1	\$50.00	
LBX Image Monthly Maintenance	\$50.00	1	\$50.00	Monthly fee for web-based image archive access and reporting (180 days standard)
LBX Online Decision Maint	\$55.00	1	\$55.00	Monthly maintenance fee to enable presentation of transactions online for decisioning purposes
LBX Transmission Maint (Out)	\$105.00	1	\$105.00	Fee to process and send outbound transmission to the State
Administrative/Returned Check Fees:				
Returned Check Re-deposited	\$6.25	5	\$31.50	
Returned Check Chargeback	\$7.000	5	\$35.00	
Incoming Electronic Credits/Debits	\$0.25	20	\$5.00	
Lockbox Deposits	\$2.25	25	\$6.25	
Other				
Correspondence	\$0.17	50	\$8.50	
Postage	\$0.17	1	\$0.17	LBX 1 st Class Delivery
Annual PO Box Rental	@ USPS Cost	1	\$0.00	No extra charge
Initial Fees				
Lockbox Set-up Fee	\$0.00	1	\$0.00	No extra charge
Image Set-up Fee	\$0.00	1	\$0.00	No extra charge
(Use the space below to list any additional fees that are not listed above)				
Item	Unit/Price	Estimated Monthly Volume	Monthly Cost	Explanation
Lockbox Processing				
LBX Batch Processing	\$0.27	52	\$14.04	Creation of batches for processing
LBX Cash Items	\$7.00	10	\$70.00	Fee to process cash payments
LBX Check Image Capture	\$0.02	550	\$11.00	Electronic copy of check for display
LBX Document Image Capture	\$0.04	550	\$22.00	Electronic copy of invoices/envelopes

STATE OF NEW HAMPSHIRE
Department of Natural and Cultural Resources
Division of Parks and Recreation
DNCR 2023-02 Seacoast Parking Citation Lockbox Service
EXHIBIT C – PAYMENT TERMS

LBX Incoming Mail Handling	\$6.00	0	\$6.00	Handling fee for incoming express mail items
LBX Mail Prep	\$1.50	21	\$31.50	Fee for returning remittance documents
LBX Online Decision Per Item	\$0.27	10	\$2.70	Per item fee for online decisioning
LBX Transmission – Per Record	\$0.015	1,246	\$18.69	Fee to transmit collected LBX data to the State

The Contractor agrees to submit a monthly invoice based on number of transactions and monthly maintenance. Fees are expected to be expended as follows:

FY2024: \$10,000.00 (August 23, 2023 to June 30, 2024)
FY2025: \$10,000.00 (July 1, 2024 to March 31, 2025)

Total contract not to exceed: \$20,000.00

This contract shall commence upon approval by the Governor and Executive Council with a completion date of March 31, 2025. The contract term may be extended by an additional term of two (2) years at the sole option of the State, subject to the Vendor's prior written agreement on terms and applicable fees for each extended term, contingent upon satisfactory vendor performance, continued funding, and Governor and Executive Council approval, as required.

- The remainder of this page intentionally left blank -



Kim Little, SVP
Government Banking Division
900 Elm Street
Manchester, NH 03101

July 21, 2023

Dee Dee Hanson, Program Specialist
NH Division of Parks and Recreation
172 Pembroke Road
Concord, NH 03301

RE: Certificate of Corporate Existence

Dear Dee Dee:

Please note that the attached documents (copies of our latest "Certificate of Corporate Existence" issued by the Comptroller of the Currency and "Federal Reserve Certificate of Good Standing" issued by the Federal Reserve System), are being presented in lieu of a "Certification of Authorization" from the Secretary of State.

Citizens Bank, N.A. is a nationally chartered bank and is not issued a Certification of Authorization by the Secretary of State for this reason.

Please let me know if you have any questions. My direct line is 603-634-7121.

Sincerely,

A handwritten signature in black ink that reads "Kim Little".

Kim Little
Senior Vice President
Citizens Bank - Government Banking Division



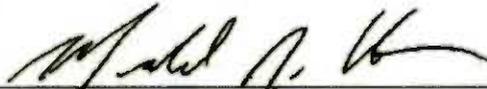
CERTIFICATE OF CORPORATE EXISTENCE

I, Michael J. Hsu, Acting Comptroller of the Currency, do hereby certify that:

1. The Comptroller of the Currency, pursuant to Revised Statutes 324, et seq, as amended, and 12 USC 1, et seq, as amended, has possession, custody, and control of all records pertaining to the chartering, regulation, and supervision of all national banking associations.

2. "Citizen's Bank, National Association," Providence, Rhode Island (Charter No. 24571), is a national banking association formed under the laws of the United States and is authorized thereunder to transact the business of banking on the date of this certificate.

IN TESTIMONY WHEREOF, today, May 31, 2023, I have hereunto subscribed my name and caused my seal of office to be affixed to these presents at the U.S. Department of the Treasury, in the City of Washington, District of Columbia



Acting Comptroller of the Currency





**BOARD OF GOVERNORS
OF THE
FEDERAL RESERVE SYSTEM**
WASHINGTON, D. C. 20551

ADDRESS OFFICIAL CORRESPONDENCE
TO THE BOARD

CERTIFICATE

According to official records of the Board of Governors of the Federal Reserve System, effective February 9, 2004, the following organization elected to become a financial holding company under section 4(k) and (l) of the Bank Holding Company Act of 1956, as amended:

CITIZENS FINANCIAL GROUP, INC.,
PROVIDENCE, RI.

Signed and sealed on June 2, 2023
at Washington, D.C.

Erin M. Cayce

By: _____
Erin M. Cayce
Assistant Secretary of the Board

Stephen Kessinger
Citizens Financial Group, Inc.
28 State Street
MS-1225
Boston, MA 02109

FOIA-2023-00527



CITIZENS BANK, NATIONAL ASSOCIATION

Certificate of Incumbency

I, Stephen Kessinger, the undersigned, Assistant Corporate Secretary of Citizens Bank, N.A. a national banking association, (the "Bank") hereby certifies that the following is a true excerpt of a certain Resolution of the Board of Directors of the Bank duly adopted at a meeting held on February 16, 2023, relating to the execution of documents.

I further certify that said Resolution is in full force and effect and has not been amended, abrogated or in any way altered, added to, or revised:

"... That transfers of stocks, bonds, and other securities, and proxies, and powers of attorney to vote with respect to shares or accounts of institutions or stock of other corporations, owned by, or standing in the name of, Citizens Financial Group, Inc. or Citizens Bank, N.A. (each hereinafter referred to as the "Company") shall be executed and delivered from time to time in the name and on behalf of the Company by the Chairman, President, CEO, any Vice Chairman, any Vice President, any State President, any Division President, the Treasurer, any Assistant Treasurer, the Secretary, or any Assistant Secretary of the Company or by such other officer or employee of the Company so designated by the Chairman, President, CEO or any Vice Chairman or authorized by the Board or the Executive Committee of the Board (each, an "Authorized Officer" and collectively, "Authorized Officers");

That notes and other evidences of indebtedness of the Company, other than checks and drafts, and pledges of its assets as security for the repayment thereof, shall be executed and delivered by an Authorized Officer, subject to applicable law, rules, or regulations;

That checks and drafts drawn on the Company or other banks, certificates of deposit, orders for payment from the funds of the Company, notes and other evidences of indebtedness payable to the Company, shall be executed or endorsed by an Authorized Officer, provided; however, that the signatures of such officers may be in facsimile form;

That the Chairman, President, CEO, any Vice Chairman, any State President, any Division President, any Executive Vice President or any Senior Vice President may create special accounts and may direct from time to time how orders and confirmations of orders for the payment of funds from such accounts may be executed;

That reports to a federal, state or municipal authority, reconciliations of bank accounts and such other verifications and reports as may be required in the usual course of business shall be executed by an Authorized Officer, severally, or together with such other Authorized Officer as may be required by the authority to which such reports, reconciliations or verifications are submitted;

That documents, contracts, agreements, schedules, endorsements, discharges or releases of indebtedness or obligations and other instruments with respect to the closing, service administration, modification or satisfaction of any loan or other obligation of any borrower or obligor shall be executed by an Authorized Officer, a senior loan officer, a loan officer, an assistant loan officer, or such other employee of the Company as may be designated from time to time by the Chairman, President, CEO, or any Vice Chairman in accordance with the Bylaws of the Company;

That deeds, agreements, leases, documents, affidavits, statements and other instruments with respect to the administration, management or disposition of any real or personal property of the Company or Corporation, or property taken by foreclosure, or in lieu of foreclosure, shall be executed by an Authorized Officer, a senior loan officer, a loan officer, an assistant loan officer, or such other employee of the Company or Corporation as may be designated from time to time by the Chairman, President, CEO or any Vice Chairman in accordance with the Bylaws of the Company;

That all documents, contracts, agreements, leases, schedules, endorsements, participation agreements, signature guarantees, agreements between affiliates, letters of credit, releases of indebtedness or obligations and other instruments necessary or convenient for the transaction of the business of the Company or Corporation not specifically covered by this resolution or the Bylaws of the Company shall be executed, verified, acknowledged, and delivered by an Authorized Officer, a senior loan officer, a loan officer, an assistant loan officer, or such other officer or employee of the Company having been granted authority from time to time by the Chairman, President, CEO or Vice Chairman in accordance with the Bylaws of the Company; and ...”

I further certify that the following individual currently occupies and has been duly elected to the office of the Bank set forth and as such is an Authorized Officer and that such person is authorized to execute and deliver documents on behalf of the Bank.

<u>Name</u>	<u>Title</u>
Kim Little	Director of Client Sales & Service Support, Senior Vice President

DATED this 25th day of July, 2023.



Stephen Kessinger
Assistant Corporate Secretary
Citizens Bank, N.A.
Citizens Financial Group, Inc.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/30/2023

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 Willis Towers Watson Northeast, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	CONTACT NAME: Willis Towers Watson Certificate Center	
	PHONE (A/C No. Ext): 1-877-945-7378	FAX (A/C No.): 1-888-467-2378
E-MAIL ADDRESS: certificates@willis.com		
INSURED Citizens Financial Group, Inc. Citizens Bank, N.A. One Citizens Bank Way Mailstop: JCC145 Johnston, RI 02919	INSURER(S) AFFORDING COVERAGE	
	INSURER A: LM Insurance Corporation NAIC # 33600	
	INSURER B: Liberty Insurance Corporation 42604	
	INSURER C: American Guarantee and Liability Insurance 26247	
	INSURER D:	
	INSURER E:	

COVERAGES **CERTIFICATE NUMBER:** W28545770 **REVISION NUMBER:**

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

INSTR. LTR.	TYPE OF INSURANCE	ADDL. INSR. INFO	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 GENL. AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER		W2611004526033	03/31/2023	03/31/2024	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ Excluded PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 10,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 Per Location Agg \$ 2,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ 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"/> RETENTIONS					EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/EMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N No N/A	W561D004526103	03/31/2023	03/31/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Workers Compensation and Employers Liability Work Comp: Per Statute		W5611004526153	03/31/2023	03/31/2024	EL-Each Accident \$1,000,000 EL-Disease-Pol. Limit \$1,000,000 EL-Disease Each Emp. \$1,000,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
All terms and coverages evidenced on this certificate will only apply to the extent of the requirements within the written agreement or lease.
SEE ATTACHED

CERTIFICATE HOLDER State of New Hampshire - DMCR Division of Parks and Recreation 172 Pembroke Road Concord, NH 03301	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 