



MARGARET WOOD HASSAN  
GOVERNOR

STATE OF NEW HAMPSHIRE  
OFFICE OF ENERGY AND PLANNING  
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www.nh.gov/oep

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May 19, 2014

Her Excellency, Governor Margaret Wood Hassan  
and the Honorable Council  
State House  
Concord, New Hampshire 03301

*Sole Source*

**REQUESTED ACTION**

Authorize the Office of Energy and Planning (OEP) to enter into a **SOLE SOURCE** contract with Southwest Regional Planning Commission (SWRPC), (VC#155492), Keene, NH in the amount of \$10,878.00 as part of the Targeted Block Grant (TBG) Program for planning assistance and training to municipalities on local, municipal and regional planning issues, contingent upon approval of Governor and Executive Council from July 1, 2014 through June 30, 2015 100% General Funds.

Funding is available in the following account, Municipal/Regional Assistance, contingent upon the availability and continued appropriation of funds in the FY2015 operating budget, as follows:

01-02-02-024010-65700000	<u>FY 2015</u>
073-500581 Grants Non Federal	\$10,878.00

**EXPLANATION**

The Targeted Block Grant (TBG) Program was established in the 1980s to allocate funds designated for the regional planning commissions in OEP's budget to provide planning assistance to municipalities and to implement regional planning activities. This contract is sole source pursuant to RSA 4-C:8, which authorizes OEP 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 SWRPC 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.

Sincerely,

*Meredith A. Hatfield*

Meredith A. Hatfield  
Director

MAH/SS  
Attachments

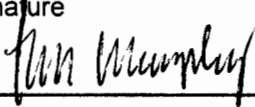


Subject Southwest Region Planning Commission – Targeted Block Grant

**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

1.1 State Agency Name Office of Energy and Planning		1.2 State Agency Address 107 Pleasant Street, Johnson Hall Concord, New Hampshire 03301	
1.3 Contractor Name Southwest Region Planning Commission		1.4 Contractor Address 37 Ashuelot Street, Keene, NH 03431	
1.5 Contractor Phone No. 603-357-0557	1.6 Account Number 65700000 073 500581 02MRA15A	1.7 Completion Date June 30, 2015	1.8 Price Limitation \$10,878
1.9 Contracting Officer for State Agency Susan Slack, Principal Planner		1.10 State Agency Telephone Number (603) 271-2155	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Tim Murphy, Executive Director	
1.13 Acknowledgment: State of <u>New Hampshire</u> County of <u>Cheshire</u> On <u>May 20, 2014</u> , before the undersigned officer, personally appeared the person identified in block 1.12., or satisfactorily proven to be the person whose name is signed in block 1.11., and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace  [SEAL] <u>Rebecca I. Baldwin</u> My Commission Expires on 9/18/2018			
1.13.2 Name and Title of Notary Public or Justice of the Peace Rebecca I. Baldwin, Notary Public			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Meredith A. Hatfield, Director Office of Energy and Planning	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by Attorney General (Form, Substance and Execution) By:  On: <u>6-4-2014</u>			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			

**2. EMPLOYMENT OF CONTRACTOR/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 A 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, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("Effective Date").

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

**4. CONDITIONAL NATURE OF AGREEMENT.**

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account 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 B which is incorporated herein by reference.

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

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

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

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

6.1 In connection with the performance of the Services, the Contractor shall comply with all 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 opportunity laws. In addition, the Contractor shall comply with all applicable copyright laws.

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

6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

**7. PERSONNEL.**

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

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

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

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

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

(2) days after giving the Contractor notice of termination;  
8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;  
8.2.3 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 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

#### **9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.**

9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

9.2 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.

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

**10. TERMINATION.** In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

**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.** The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the N.H. Department of Administrative Services. None of the Services shall be subcontracted by the Contractor without the prior written consent of the State.

**13. INDEMNIFICATION.** The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of,

based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

#### **14. INSURANCE.**

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

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$2,000,000 per occurrence; and

14.1.2 fire and extended coverage insurance covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

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

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than fifteen (15) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to endeavor to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than ten (10) days prior written notice of cancellation or modification of the policy.

#### **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. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

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

**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.

**19. CONSTRUCTION OF AGREEMENT AND TERMS.** This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. 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.

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

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

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

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

**24. ENTIRE AGREEMENT.** This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.

**EXHIBIT A - SERVICES**  
**TARGETED BLOCK GRANT PROGRAM**  
**Southwest Region Planning Commission (RPC)**

**1. WORK TASKS**

**Task A - Oversight**

**10% of work program\***

Provide oversight in administering the contract and associated work scope. Activities under this task include management and guidance to staff in the distribution and completion of work activities, documentation of efforts, integration of activities under the work scope with related SWRPC programs and projects, preparation of quarterly reports, invoicing, etc.

**Task B - Local and Regional Planning Support**

**90% of work program\***

Support of the following activities in association with the Granite State Future initiative. TBG resources will be put toward the overall effort and contribute toward grant match requirements.

1. Development of a Regional Plan

The NH initiative for developing regional plans has been supported under the HUD Sustainable Communities Initiative. As such SWRPC will be undertaking this process to include outreach, data collection, analysis and assessment, public facilitation, etc.

2. Economic Development Planning

SWRPC developed the Southwest Region Comprehensive Economic Development Strategy (CEDS) in 2005 and updated it in 2007 and again in 2013. Activities will take place to maintain the CEDS document which will involve: 1) consideration of additional priority projects and programs for inclusion in the CEDS document; and 2) assessing CEDS project activities and status for the purpose of creating the 2014 CEDS Annual Report. In addition, SWRPC is interested in assisting communities and the Region in assessing and mitigating impacts of the pending closure and decommissioning of the Vermont Yankee nuclear power generating facility. SWRPC will conduct efforts to seek support from U.S. EDA and other potential sources for these activities. SWRPC will also engage its Economic Development Advisory Committee in the activities described in this task.

3. Local Planning Technical Assistance

SWRPC will provide technical assistance to municipal land use boards regarding planning and land use issues on an as needed basis.

4. Networking with Municipalities

SWRPC has developed a model to enhance networking and relationships with member municipalities. This involves appointing staff designees to municipalities to serve in streamlining communications. As individual staff members serve as the point of contact with community boards and officials, it should create a more clear process by which we interact. This model will involve periodic contact between staff designees and municipal officials as well as meetings to improve and maintain dialogue between SWRPC and our communities relative to planning issues, on-going projects and programs of interest, and in facilitating a process of identifying needs and providing technical assistance.

## 5. Training, Outreach and Education

SWRPC prepares a monthly newsletter (*SWRPC Commission Highlights*), a twice-per-month electronic newsletter (*SWRPC Happenings*), maintains an agency website, and routinely organizes and sponsors training events/forums on planning related topics for the benefit of our communities, volunteer and professional planners, and the public. In addition, staff periodically attends educational sessions on planning-related topics sponsored by state agencies and other groups throughout the course of the year.

## 6. Energy Planning

SWRPC supports communities in meeting energy conservation and planning goals. Several towns have participated in the Energy Technical Assistance Program (ETAP) and many have formed local energy committees (LECs). SWRPC provides periodic coordination among the LECs and serves as a resource in energy planning efforts.

## 7. *Heading for Home*

SWRPC staff has been an on-going participant in the activities of *Heading for Home*, the Region's workforce housing coalition. SWRPC staff continues to serve on the Board of Directors of *Heading for Home*.

## 8. Demographics

SWRPC, its municipalities, and others in New Hampshire depend on the availability of updated demographic and socioeconomic data for a full range of applications. SWRPC continually maintains its regional information system which includes this data.

## 9. Broadband Planning

SWRPC and other partners have participated in the NH Broadband Mapping and Planning Program (NHBMP) over the period 2010-2014. Broadband has become a necessary component for maintaining vibrant economies and quality of life in our communities. NHBMP has provided us the opportunity to add broadband planning to our skill set and we anticipate demand among the region's communities for related technical assistance.

\*Percentage of total work effort anticipated for each task under the Targeted Block Grant Program. The final percentage of effort may vary by ten percent, plus or minus.

## 2. WORK PRODUCTS

### A. Oversight

Description of oversight and administrative activities. Preparation of quarterly reports of activities and invoices. Maintain adequate staffing to support contract requirements. Prepare and submit draft 2014/15 TBG work scope.

### B. Local and Regional Planning Support

Documentation of participating in local and regional planning activities to include descriptions of activities, meeting agendas, minutes, draft materials, plans, materials developed as a result of technical assistance, education/training forum announcements and programs, sign-in sheets, etc.

### 3. REQUIRED MEETINGS AND REPORTS

#### A. Meetings

SWRPC agrees to meet with OEP no less than four (4) times during the fiscal year at dates and times to be set by OEP and the regional planning commissions. The purpose of these meetings is to review the performance of the Agreement's work tasks and any other related issues. Either SWRPC or OEP may request additional meetings for these or any other reasons pertinent to the Agreement. Meetings shall be scheduled in advance; agendas of all regional planning commissions/OEP meetings shall be forwarded in advance of meetings.

#### B. Interim Reports

Written interim reports shall be provided at quarterly intervals. Interim reports shall be submitted no later than thirty (30) days after the end of each quarterly period indicating the status of each work task (Reports due by October 30; January 30; April 30).

#### C. Work Products

SWRPC shall provide all documents required under this Agreement. Within thirty (30) days of date of receipt of a draft report or other document, OEP may provide its comments to SWRPC. A second draft or the final work product may then be submitted to OEP.

#### D. Completion Report

Within thirty (30) days following the Completion Date of June 30, 2015 (Completion Report due July 30, 2015), SWRPC shall submit to OEP a completion report describing work tasks completed and all final work products as part of this Agreement.



**EXHIBIT B - FEES**  
**TARGETED BLOCK GRANT PROGRAM**  
**Southwest Region Planning Commission (SWRPC)**

**1. CONTRACT PRICE**

In consideration of the satisfactory performance of SWRPC, OEP agrees to pay the Agreement price not to exceed \$10,878, 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 SWRPC's expenses of any kind including, but not limited to, payments for travel, subsistence and project overhead.

**2. PROGRAM BUDGET**

<b>Task Name*</b>	<b>State Funds</b>	<b>Leveraged Funds</b>	<b>Total Funds</b>
Task A - Oversight	1,088		1,088
Task B - Local and Regional Planning Support	9,790	60,000	69,790
<b>Subtotals</b>	<b>10,878</b>	<b>60,000</b>	<b>70,878</b>

\*Based upon the percentage of total work effort anticipated for each task under Exhibit A - Services. The final percentage may vary by ten percent, plus or minus.

**3. PAYMENT AND INVOICING**

The Fee shall be paid as provided below:

<b>Cost Categories*</b>	<b>State Funds</b>	<b>Leveraged Funds</b>	<b>Total Funds</b>
Salary and Benefits	6,292	34,707	40,999
Direct Costs			
Indirect Costs*	4,586	25,293	29,879
<b>Subtotals</b>	<b>10,878</b>	<b>60,000</b>	<b>70,878</b>

\*The final division by cost category may vary by ten percent.

\*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 shall be submitted in writing to the office of energy and planning and the budget amended correspondingly.

Using standard SWRPC invoices, SWRPC shall submit requests for payment on a quarterly basis. Invoices will be based on actual project expenses incurred during the invoicing period and shall show current and cumulative expenses by major cost categories. Relevant supporting documentation of current and cumulative expenses shall be submitted with each invoice.

The State shall issue payment to SWRPC within 30 days of receipt, subject to the following conditions:

- A. For quarterly invoices, upon submission and acceptance by OEP of the quarterly progress report for the invoicing period, which addresses specific progress in completing each work task contained in this Agreement, and work products completed to date.
- B. For the final invoice, upon completion and acceptance by OEP of all final work products contained in Exhibit A of this Agreement and a completion report describing work tasks performed in accordance with this Agreement.
- C. The final invoice shall be submitted to the State no more than 30 days after the grant completion date.

**EXHIBIT C – SPECIAL PROVISIONS  
TARGETED BLOCK GRANT PROGRAM  
Southwest Region Planning Commission (SWRPC)**

14. Insurance and Bond

14.1.1 Amend insurance requirements as follows:

“comprehensive 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 in aggregate; and”

**CERTIFICATE**

I, Richard Berry, Vice-Chairman of the Southwest Region Planning Commission, do hereby certify that: (1) I am the duly elected and acting Vice-Chairman of the Commission, a regional planning agency established pursuant to the laws of the State of New Hampshire (RSA 36:45-53); (2) I sign and maintain or cause to be maintained and am familiar with the minutes of the Commission, (3) I am duly authorized to issue certificates with respect to the contents of such minutes; (4) at the regular meeting held on May 20, 2014 the Commission voted to accept the Target Block Grant funds and to enter into a contract with the Office of Energy and Planning. The Commission further authorized the Executive Director to execute any documents which may be necessary to effectuate this contract; (5) this authorization has not been revoked, annulled or amended in any manner whatsoever, and remains in full force and effect as of the date hereof; and (6) the following person has been appointed to and now occupies the office indicated under item (4) above:

Tim Murphy, Executive Director  
Name and title of officer authorized to sign

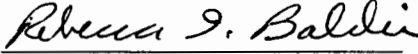
IN WITNESS WHEREOF, I have hereunto set my hand as the Vice-Chairman of the Commission, this 20<sup>th</sup> day of May 2014.

  
Richard Berry, Vice-Chairman

STATE OF NEW HAMPSHIRE  
County of Cheshire

On this 20<sup>th</sup> day of May 2014, before me Rebecca I. Baldwin, Notary Public, the undersigned officer, personally appeared Richard Berry who acknowledged himself to be the Vice-Chairman of the Commission, being authorized so to do, executed the foregoing instrument for the purpose therein contained.

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

  
Rebecca I. Baldwin  
Notary Public

Commission Expiration Date: September 18, 2018  
(Seal)





## CERTIFICATE OF COVERAGE

The New Hampshire Public Risk Management Exchange (Primex<sup>3</sup>) is organized under the New Hampshire Revised Statutes Annotated, Chapter 5-B, Pooled Risk Management Programs. In accordance with those statutes, its Trust Agreement and bylaws, Primex<sup>3</sup> is authorized to provide pooled risk management programs established for the benefit of political subdivisions in the State of New Hampshire.

Each member of Primex<sup>3</sup> is entitled to the categories of coverage set forth below. In addition, Primex<sup>3</sup> may extend the same coverage to non-members. However, any coverage extended to a non-member is subject to all of the terms, conditions, exclusions, amendments, rules, policies and procedures that are applicable to the members of Primex<sup>3</sup>, including but not limited to the final and binding resolution of all claims and coverage disputes before the Primex<sup>3</sup> 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 Primex<sup>3</sup>. 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.

<b>Participating Member:</b> Southwest Region Planning Commission 37 Ashuelot Street Keene, NH 03431	<b>Member Number:</b> 566	<b>Company Affording Coverage:</b> NH Public Risk Management Exchange - Primex <sup>3</sup> Bow Brook Place 46 Donovan Street Concord, NH 03301-2624
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Type of Coverage	Effective Date (mm/dd/yyyy)	Expiration Date (mm/dd/yyyy)	Limits - NH Statutory Limits May Apply, If Not	
<input type="checkbox"/> <b>General Liability (Occurrence Form)</b> <input type="checkbox"/> <b>Professional Liability (describe)</b> <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence			Each Occurrence	\$
			General Aggregate	\$
			Fire Damage (Any one fire)	\$
			Med Exp (Any one person)	\$
<input type="checkbox"/> <b>Automobile Liability</b> Deductible    Comp and Coll: <input type="checkbox"/> Any auto			Combined Single Limit (Each Accident)	
			Aggregate	
<input checked="" type="checkbox"/> <b>Workers' Compensation &amp; Employers' Liability</b>	1/1/2014	1/1/2015	<input checked="" type="checkbox"/> Statutory	
			Each Accident	\$2,000,000
			Disease – Each Employee	\$2,000,000
			Disease – Policy Limit	\$
<input type="checkbox"/> <b>Property (Special Risk includes Fire and Theft)</b>			Blanket Limit, Replacement Cost (unless otherwise stated)	

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

<b>CERTIFICATE HOLDER:</b>	<b>Additional Covered Party</b>	<b>Loss Payee</b>	<b>Primex<sup>3</sup> – NH Public Risk Management Exchange</b>
NH Office of Energy and Planning 107 Pleasant Street – 3 <sup>rd</sup> Floor Concord, NH 03301			By: <i>Tammy Denver</i>
			Date: 5/20/2014    tdenver@nhprimex.org
			Please direct inquires to: <b>Primex<sup>3</sup> Claims/Coverage Services</b> 603-225-2841 phone 603-228-3833 fax