



MARGARET WOOD HASSAN
GOVERNOR

STATE OF NEW HAMPSHIRE
OFFICE OF ENERGY AND PLANNING
107 Pleasant Street, Johnson Hall
Concord, NH 03301-3834
Telephone: (603) 271-2155
Fax: (603) 271-2615



www.nh.gov/oep

12 JB

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 North Country Council, Inc. (NCC), (VC#177235), Bethlehem, NH in the amount of \$11,969.00 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	\$11,969.00

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

Sincerely,

Meredith A. Hatfield

Meredith A. Hatfield
Director

MAH/SS
Attachments

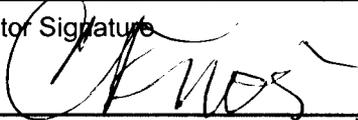
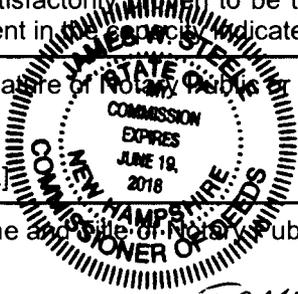
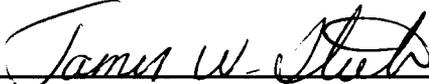
Subject North Country Council – Targeted Block Grant

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 North Country Council		1.4 Contractor Address 107 Glessner Road, Bethlehem, NH 03574	
1.5 Contractor Phone No. 603-444-6303	1.6 Account Number 65700000 073 500581 02MRA15A	1.7 Completion Date June 30, 2015	1.8 Price Limitation \$ 11,969
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 Christine Frost, Executive Director	
1.13 Acknowledgment: State of <u>New Hampshire</u> County of <u>Grafton</u> On <u>5/22/14</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] 			
1.13.2 Name and Title of Notary Public or Justice of the Peace <u>JAMES W. STEELE - Commissioner of Deeds</u>			
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>6-5-2014</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
North Country Council, Inc.

1. WORK TASKS

Task A – Regional Plan Outreach and Coordination

45% of work program*

North Country Council will use funding from the Targeted Block grant to aid in the outreach of the regional plan being developed through the Granite State Future project. Staff will assist communities in identifying how their local plans coordinate with larger regional issues and will leverage the resource of the Granite State Future project.

Task B – Local Technical Assistance

35% of work program*

North Country Council staff will continue to provide technical assistance to planning boards, conservations commissions, selectboards, and other local boards and staff. The focus of this technical assistance will address case-specific concerns regarding planning and land use ordinances. This task also includes responses to communities declaring developments of regional impact. Some specific tasks include:

1. Contacts with local land use board members to discuss issues and needs.
2. Preparation for meetings with local planning boards, e.g. review status of local plans and regulations and local land use concerns.
3. Follow up on specific areas of concern, e.g. out-of-date or inadequate local regulations, local regulations not guiding growth in a community's desired direction, or guidance of steps needed to carry out a specific project.

Task C – Outreach and Education

20% of work program*

North Country Council will consistently provide information to municipalities within the region through newsletters and on line distribution methods in order to best educate communities of the North Country to implement best practices into local decision-making. Staff will provide overviews of work that the Council is completing as well as bring awareness to opportunities for training such as the OEP Conference and Municipal Law Lecture series.

*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

Tasks A – Regional Plan Outreach and Coordination

Copies of regional plan materials

Task B – Local Technical Assistance

Document assistance provide on a quarterly basis.
Provide copies of any documents amended or produced.

Task C – Outreach and Education

Copies of E-Bulletin distributed on monthly basis.
Newsletters distributed on quarterly basis.

3. REQUIRED MEETINGS AND REPORTS

A. Meetings

North Country Council, Inc. (NCC) agrees to meet with OEP no less than four (4) times during the fiscal year following approval of this Agreement by Governor and Council 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 NCC or OEP may request additional meetings for these or any other reasons pertinent to the Agreement. Meetings shall be scheduled at least three weeks 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

NCC 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 NCC. 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), NCC 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
North Country Council, Inc.

1. CONTRACT PRICE

In consideration of the satisfactory performance of North Country Council, Inc. (NCC), OEP agrees to pay the Agreement price not to exceed \$11,969, which is hereinafter referred to as the "Fee." It is understood and agreed by the parties hereto that payment of the Fee shall constitute full and complete payment for the performance of the work tasks and for all NCC's expenses of any kind including, but not limited to, payments for travel, subsistence and project overhead.

2. PROGRAM BUDGET

Task Name*	State Funds	Leveraged Funds*	Total Funds*
Tasks A – Regional Plan Outreach and Coordination	\$5,386	\$39,500	\$44,886
Task B – Local Technical Assistance	\$4,190	0	\$4,190
Task C – Outreach and Education	\$2,393	0	\$2,393
Subtotals	\$11,969	\$39,500	\$51,469

*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:

Cost Categories	State Funds	Leveraged Funds*	Total Funds*
Salary and Benefits	\$6,246	\$20,616	\$26,862
Direct Costs**			
Indirect Costs****	\$5,723	\$18,884	\$24,607
Subtotals	\$11,969	\$39,500	\$51,469

+ 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 NCC invoices, NCC 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 NCC 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
North Country Council, Inc. (NCC)**

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 \$5,000,000 per occurrence; and”

Certificate of Vote

SECRETARY *AL*

I Glenn English, Secretary of North Country Council, Inc. (hereinafter the "Council") do hereby certify that: 1) I am the duly elected and acting ~~Treasurer~~ of the Council, a regional planning commission pursuant to the laws of the State of New Hampshire (RSA 36:45-53); 2) I sign and maintain and am familiar with documents of the Council; 3) I am duly authorized to issue certificates with respect to the contents of minutes of the Council; 4) at the Board of Directors meeting held on April 9, 2014, the Council voted to accept funds and enter into contracts with the NH Office of Energy and Planning funding for the purpose of accepting funds from NHDOT to provide services to our region.

The Council further approved Christine Frost, Executive Director to authorize any documents which may be necessary to effectuate this contract; a) 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 b) the following person has been appointed to and now occupies the title of Executive Director:

Christine Frost, Executive Director
Name and Title of person authorized to sign

In Witness whereof, I have hereunto set my hand as the Secretary of the Council, this:

4th day of June, 2014

Glenn English, Secretary

On this the 4th day of June, 2014, before me Sandra P. Roy the
Notary Public (print)

undersigned officer, personally appeared Glenn English who acknowledged herself to be the Secretary of the Council, being authorized to do so, executed the foregoing instrument for the purpose therein contained.

In witness thereof, I set my hand and the official seal.

Sandra P. Roy
Notary Public (sign)

Commission Expiration Date:

SANDRA P. ROY, Notary Public
My Commission Expires February 20, 2018

CERTIFICATE OF COVERAGE

This certificate evidences the limits of liability in effect at the inception of the Coverage Agreement(s) (also known as the Member Agreement(s)) described below. This certificate is issued as a matter of information only and confers no rights on the certificate holder and does not amend, extend, or alter the coverage afforded by the Member Agreement(s) except to the extent provided in the Additional Covered Party box or Loss Payee box below, if checked.

THIS IS TO CERTIFY THAT THE ENTITY NAMED BELOW HAS BEEN ISSUED THE MEMBER AGREEMENT(S) FOR THE AGREEMENT TERM(S) 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 COVERAGE AFFORDED BY THE MEMBER AGREEMENT(S) IS SUBJECT TO ALL THE EXCLUSIONS, EXTENSIONS, TERMS, AND CONDITIONS OF SUCH MEMBER AGREEMENT(S). AGGREGATE LIMITS MAY HAVE BEEN REDUCED BY PAID CLAIMS

Participating Entity: North Country Council Participant Number: 317-110104-14		Company Affording Coverage (the "Company"): HealthTrust, Inc. PO Box 617, Concord, NH 03302-0617		
Coverage (Occurrence basis only):	Effective Date (mm/dd/yy)	Expiration Date (mm/dd/yy)	Limits (subject to applicable NH Statutory limits)	
<input checked="" type="checkbox"/> General Liability (Member Agreement Section III.A)	7/1/2013	6/30/2014	Each Occurrence	\$5,000,000
			General Aggregate	\$
			Personal & Adv Injury	\$
			Med Exp (any one person)	\$
			Products-Comp/Op Agg	\$
			Fire Damage (each fire)	\$
<input checked="" type="checkbox"/> Automobile Liability (Member Agreement Section III.A) <input type="checkbox"/> Any Auto <input type="checkbox"/> All Owned Autos <input type="checkbox"/> Scheduled Autos <input type="checkbox"/> Hired Autos <input type="checkbox"/> Non-Owned Autos <input type="checkbox"/> Other	7/1/2013	6/30/2014	Each Occurrence	\$5,000,000
			Bodily Injury (per person)	\$
			Bodily Injury (per accident)	\$
			Property Damage (per accident)	\$
<input type="checkbox"/> Excess Liability			Each Occurrence	\$N/A
			Aggregate	\$N/A
<input checked="" type="checkbox"/> Property (All Risk including Theft) (Member Agreement Section I) Deductible: \$1,000	7/1/2013	6/30/2014		\$ Per Scheduled limits and Member Agreement
<input checked="" type="checkbox"/> Workers' Compensation (Coverage A) Employer's Liability (Coverage B)	7/1/2013	6/30/2014	Cov. A	Statutory
			Cov. B: Each Accident	\$2,000,000
			Disease - Each Employee	\$2,000,000
			Disease - Policy Limit	\$2,000,000
Description: Proof of Coverage				

CANCELLATION: If any of the above coverages under the Member Agreement are cancelled before the expiration date, the Company will endeavor to mail 30 days written notice to the Certificate Holder named below, but failure to mail such notice shall impose no obligation or liability of any kind upon the Company.

<input checked="" type="checkbox"/> Certificate Holder Only		
Coverage for the Additional Covered Party is limited to "bodily injury" or "property damage" caused by, an only to the extent of, the sole negligence of the Participating Entity, and no protection is available for the negligence of others, including the Additional Covered Party and its directors, officers, employees, or agents. Available limits of coverage are shared between the Participating Entity and the Additional Covered Party.*		
* Terms in quotes are defined in the Member Agreement.		
Certificate Holder: NH Office of Energy and Planning Johnson Hall, 3rd Floor 107 Pleasant Street Concord, NH 03301	Date Issued: 5/21/2014	Please direct inquiries to: Debra A. Lewis 603.230.3332