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STATE OF NEW HAMPSHIRE
DEPARTMENT of RESOURCES and ECONOMIC DEVELOPMENT
OFFICE OF THE COMMISSIONER

172 Pembroke Road P.O. Box 1856 Concord, New Hampshire 03302-1856

February 23, 2015

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

Sole Source

REQUESTED ACTION

Authorize the Department of Resource and Economic Development, Office of Workforce Opportunity to enter into a **sole source** contract with Grafton County Economic Development Council (VC162367), Plymouth NH in the amount of \$10,000 to support a youth workforce development project upon Governor and Council approval through September 30, 2015. Funds will be used to support the coordination of internships for 60 plus companies in the North Country. This contract is **100% other funds.**

Funding for this contract is to be encumbered from account titled, Workforce Opportunity BD Funds, as follows:

	<u>FY 15</u>
03-35-35-350510-58930000-103-502664 Contract for Operational Services	\$10,000

EXPLANATION

This is a **sole source** contract with Grafton County Economic Development Council (on behalf of the North Country Work Place Education Project partnership) based on an existing program in need of support to maintain and sustain an effective youth program in the North Country. Consistent with the vision of the State Workforce Investment Board (Board), which is to "serve as a catalyst to establish a secure and sustainable workforce that can meet current and future skilled labor needs and provide a competitive advantage for New Hampshire businesses", the Board has authorized the Office of Workforce Opportunity to make funds available to Grafton County Economic Development Council to further the development of this program through the provision of funds to offset expenses related to project coordination activities.

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

Respectfully submitted,

Jeffrey J. Rose

Jeffrey J. Rose, Commissioner

Subject:

North Country Work Place Education Project Contract for Services

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name NH Department of Resources & Economic Development, Office		1.2 State Agency Address 172 Pembroke Road, Concord, NH 03302	
1.3 Contractor Name Grafton County Economic Development Council		1.4 Contractor Address PO Box 178, Plymouth, NH 03261	
1.5 Contractor Phone Number (603) 536-2011	1.6 Account Number 58930000	1.7 Completion Date September 30, 2015	1.8 Price Limitation \$10,000.00
1.9 Contracting Officer for State Agency Jeffrey J. Rose, Commissioner DRED		1.10 State Agency Telephone Number (603) 271-2411	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Mark Scarano, Executive Director	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Grafton</u> On <u>2-19-2015</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]  KAREN M. SAUNDERS, Notary Public My Commission Expires May 26, 2018			
1.13.2 Name and Title of Notary or Justice of the Peace 			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Jeffrey J. Rose, Commissioner	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: <u>n/a</u> Director, On:			
1.17 Approval by the Attorney General (Form, Substance and Execution) By:  On: <u>2/16/15</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
STATEMENT OF WORK

TERM & EXTENSION

This cost reimbursement agreement for services between Grafton County Economic Development Council (GCEDC) and NH Department of Resources & Economic Development, Office of Workforce Opportunity (OWO) will be for a term beginning March 25, 2015 or upon Governor and Council approval, whichever comes later, and terminating on September 30, 2015. **Total payments under this agreement shall not exceed \$10,000.00** and shall be expended consistent with the terms outlined in Exhibit B of this agreement. These funds are made available through the State Workforce Investment Board (Board) to support the coordination of internship activities at over 60 businesses in North Country.

DESCRIPTION OF SERVICES

This initiative seeks to organize school internships at local corporations. The Project is a winning strategy that serves the diverse goals of its educational, corporate, and economic development partners. The high schools enhance their education curriculum by offering relevant, modern, and “real world” experiences to students. Local employers are able to familiarize local students with business operations in an effort to encourage young people to stay and work in the community after high school graduation.

GCEDC, representing the North Country Work Place Education Project (Project) partnership, shall serve as the primary contractor for funds made available through this agreement. As such, GCEDC may subcontract with other Project partners to carry out the services described herein. This contract is intended to provide for the development and expansion of a workforce/business partnership model, through a coordinated project management approach.

It is understood that as a condition for receiving these funds the North Country Work Place Education Project (Project) partnership agrees to seek out additional funding, such as the NH Department of Education Drop Out Prevention grant program, to support this project ongoing and plan for sustainability. The primary goal of the project will be to develop a business plan to serve as a blueprint for workforce and education staff, particularly in the North Country of New

Contractor's Initials: MR

Date: 2-19-15

Hampshire, in developing business-led employment opportunities for youth who would not otherwise have this opportunity.

Contractor's Initials: MS
Date: 2-19-15

EXHIBIT B

PRICE LIMITATION

Total agreement not to exceed: \$10,000.00

TERMS OF PAYMENT

1. For expenses related to these services between March 25, 2015 or upon Governor and Council approval, whichever comes later, through September 30, 2015, GCEDC shall be paid up to Ten Thousand Dollars and 00/100 (\$10,000.00).
2. Upon presentation of an invoice for such services and related expenses, which shall be billed quarterly (at a minimum) the amount of the invoice shall be payable to GCEDC in accordance with the State 30 day minimum payment schedule.
3. Supporting documentation, as mutually agreed to by GCEDC and OWO, shall be attached to the invoice to allow OWO to comprehend and track the origins of the amount invoiced.
4. This amount is a one-time award representing the maximum amount of funds to be awarded through the State Workforce Investment Board for this project.
5. Upon presentation of an expense invoice, which shall be billed monthly the amount of the invoice shall be payable to GCEDC in accordance with the State 30 day minimum payment schedule.

Invoices shall be sent to: **Office of Workforce Opportunity**
Attn: Juli Pelletier
172 Pembroke Rd / PO Box 1856
Concord, NH 03302-1856

Payment shall be made to: **Grafton County Economic Development Council**
Attn: Mark Scarano, Executive Director
PO Box 178
Plymouth, NH 03264.

REPORTING REQUIREMENTS

1. GCEDC shall submit a written report to the Office of Workforce Opportunity by no later than 15 days after the end of this contract.

2. The final report shall include a summary of the activities conducted during the contract relevant to the goals outlined in the Statement of Work section of this contract.

Contractor's Initials: MS
Date: 2-19-15

EXHIBIT C

ADDITIONAL TERMS

1. Nothing contained in this agreement shall be deemed to constitute a waiver of sovereign immunity of the State of New Hampshire, which immunity is hereby reserved to the State, its agencies and officials.
2. Both parties shall comply with the provisions of:
 - 29 CFR Part 98 Government-wide Debarment and Suspension, Requirements for a Drug Free Workplace
 - 29 CFR Part 37 Nondiscrimination and Equal Opportunity Requirements
 - The Americans with Disabilities Act of 1990 (Pub. L. 101-336, 104 Stat. 327, 42 U.S.C. 12101-12213 and 47 U.S.C. 225 and 611)
 - Title VI of the Civil Rights Act of 1964 (P.L. 88-352/29 CFR Part 31) which prohibits discrimination on the basis of race, color or national origin
3. This Agreement and Exhibits A, B, and C constitute the entire agreement between the DRED, OWO and GCEDC, and supersedes all prior agreements and understandings.



State of New Hampshire
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that GRAFTON COUNTY ECONOMIC DEVELOPMENT COUNCIL is a New Hampshire nonprofit corporation formed May 19, 1997. I further certify that it is in good standing as far as this office is concerned, having filed the return(s) and paid the fees required by law.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 17th day of March A.D. 2014

A handwritten signature in cursive script, appearing to read "William Gardner".

William M. Gardner
Secretary of State

BOARD OF DIRECTOR'S MEETING

February 19, 2015

Enterprise Center at Plymouth

Plymouth, NH

ATTENDEES: Board Members: *in person:* Bill Webb
via phone Sharon Beaty, Steve Schneider Russ Gaitskill, Christine Latulip, Mark LaClair, Ronda Kilanowski, Mike Alberts, Mike Ransmeier, Terry Martin
Staff: Karen Saunders, Mark Scarano
Guest Joe Kenney was present as well.

ABSENT: Board Members: Paul Boucher, Trent Boggess

CALL TO ORDER:

Mr. LaClair called the meeting to order at 9 am.

FINANCIAL REPORT:

Ms. Kilanowski presented FY14 Audit for Board review. She did note that the required 5 Year Annual Report has been filed with the State. She addressed the issues on Page 10 noting that these adjustments would have been made by the GCEDC but due to timing, were made by the Auditors.

All items needing improvement have been addressed.
Ms. Kilanowski welcomed questions. None were asked.

Mr. Martin moved to accept Audit as presented.
Mr. Gaitskill seconded.
All approved.

It is reflected that everyone received copies of the 990, the draft financials and all management letters.

ECP UPDATE:

Mr. Scarano reviewed the update on ECP construction. We have received Mr. Wheelock's final invoice and noted there is still a punch list. Mr. Scarano is working on completing the final report for the ECP construction.

Mr. Scarano discussed the renewal of the MOU with PSU. He has had a discussion with President Steen as outlined in the Agenda Rider A as presented in the Board packet.

1. As such, the GCEDC forwarded a draft MOU document to PSU leaders that:
 - terminates the former MOU
 - continues the scope or work from the *previous* MOU within the *new* MOU
 - the new MOU will last until 2018

- changes the payment of net income from lease revenues to PSU from a calendar year (Jan to Dec) to a fiscal year (July to June)
- provides and pays for a PSU facility management function as a direct cost (\$4,000 annually)
- defines and accounts for the GCEDC internal debt payment from ECP leases as \$5,000 annually (up to \$30,000 for construction related expenses)
- defines and accounts for the outstanding receivable from PSU to GCEDC of \$5,000 for three years (their match for the USDA RD grant for equipment)

At this point, it's doubtful that PSU will have considered the draft and offered alternative language or structure. However, when PSU is ready, at least the GCEDC Board would have reviewed the overall aspects of the MOU and will be clear as to our expectations during any negotiations.

GRANTS:

Ms. Latulip moved that the GCEDC apply for up to \$100,000 in 2015 CDBG Micro-Enterprise funds and that GCEDC Chief Executive Officer and/or Board Chair be authorized to sign any and all documents related to the application.

Seconded by Mr. Ransmeier.

Approved by all.

Discussion took place in regards to Office of Workforce Opportunity Grant Approval.

Ms. Latulip moved that the GCEDC apply for up to \$10,000 for North Country Workforce Education Program funds from the NH Office of Workforce Opportunity and that the GCEDC Chief Executive Officer and/or Board Chair be authorized to sign any and all documents related to the application.

Seconded by Mr. Webb.

Approved by all.

Mr. Scarano let the group know that all tax credits have been sold!

ADJOURN:

Ms. Latulip moved to adjourn the meeting at 10:30 am

Mr. Webb seconded.

All approved.

LIABILITY DECLARATIONS

Policy Number: ACP BPOF 5453810154

Policy Period:
From 04-01-14 To 04-01-15

LIMITS OF INSURANCE

Each Occurrence Limit of Insurance	Per Occurrence	\$2,000,000
Medical Payments Coverage Sub Limit	Per Person	\$5,000
Tenants Property Damage Legal Liability Sub Limit	Per Covered Loss	\$300,000
Personal and Advertising Injury	Per Person Or Organization	\$2,000,000
Products – Completed Operations Aggregate	All Occurrences	\$4,000,000
General Aggregate (Other than Products – Completed Operations)	All Occurrences	\$4,000,000

AUTOMATIC ADDITIONAL INSUREDS STATUS

The following persons or organizations are automatically insureds when you and they have agreed in a written contract or agreement that such person or organization be added as an additional insured on your policy.

- Co-Owners of Insured Premises
- Controlling Interest
- Grantor of Franchise or License
- Lessors of Leased Equipment
- Managers or Lessors of Leased Premises
- Mortgagee, Assignee or Receiver
- Owners or Other Interest from Whom Land has been Leased
- State or Political Subdivisions - Permits Relating to Premises

PROPERTY DAMAGE DEDUCTIBLE

NONE

OPTIONAL COVERAGES

Hired Auto Liability Coverage	Included in Each Occurrence Limit of Insurance
Nonowned Auto Liability Coverage	Included in Each Occurrence Limit of Insurance

PREMIER BUSINESSOWNERS POLICY

PREMIER OFFICE PROPERTY DECLARATIONS

Policy Period:

From 04-01-14 To 04-01-15

Policy Number: **ACP BPOF5453810154**

Description of Premises Number: **004** Building Number: **001** Construction: **JOISTED MASONRY**
Premises Address **131 MAIN ST** **PLYMOUTH** **NH** **03264-1522**
Occupancy **T** Classification: **OFFICES OR AGENCIES - NOT OTHERWISE CLASSIFIED**

Described as: **GENERAL ECONOMIC PROGRAM**

WE PROVIDE INSURANCE ONLY FOR THOSE COVERAGES INDICATED BY A LIMIT OR BY "INCLUDED".

The Property Coverage provided at this premises is subject to a \$ **250** Deductible, unless otherwise stated.

COVERAGES	LIMITS OF INSURANCE
Building -	NOT PROVIDED
Business Personal Property - Replacement cost	\$25,100
ADDITIONAL COVERAGES - the Coverage Form Includes other Additional Coverages not shown.	
Business Income - ALS - 12 Months - NO Hour Waiting Period - 60 Day Ordinary Payroll Limit	INCLUDED
Extra Expense - Actual Loss Sustained (ALS) - 12 Months - NO Hour Waiting Period	INCLUDED
Equipment Breakdown	INCLUDED
Automatic Increase in Insurance - Building	1%
Automatic Increase in Insurance - Business Personal Property	2.9%
Back Up of Sewer and Drain Water (limit shown per Building, subject to \$25,000 policy aggregate)	\$5,000

OPTIONAL INCREASED LIMITS

	Included Limit	Additional Limit	
Account Receivable	\$25,000		\$25,000
Valuable Papers and Records (At the Described Premises)	\$25,000		\$25,000
Forgery and Alteration	\$10,000		\$10,000
Money and Securities - Inside the Premises	\$10,000		\$10,000
Outside the Premises (Limited)	\$10,000		\$10,000
Outdoor Signs	\$2,500		\$2,500
Outdoor Trees, Shrubs, Plants and Lawns	\$10,000		\$10,000
Business Personal Property Away From Premises	\$15,000		\$15,000
Business Personal Property Away From Premises - Transit	\$15,000		\$15,000
Electronic Data	\$10,000		\$10,000
Interruption of Computer Operations	\$10,000		\$10,000
Building Property of Others	\$10,000		\$10,000

OPTIONAL COVERAGES - Other frequently purchased coverage options.

Employee Dishonesty \$25,000 Policy Occurrence	INCLUDED
Ordinance or Law - 1 - Loss to Undamaged Portion	NOT PROVIDED
2 - Demolition Cost and Broadened Increased Cost of Construction	NOT PROVIDED
Ordinance or Law Broadened	NOT PROVIDED

PROTECTIVE SAFEGUARDS

This premise has Protective Safeguards identified by symbols below. Insurance for Fire or Burglary and Robbery at this premise will be excluded if you do not notify us immediately if any of these safeguards are impaired.

See **PB 04 30** for a description of each symbol. APPLICABLE SYMBOLS: **NOT APPLICABLE**

PREMIER BUSINESSOWNERS POLICY

PREMIER OFFICE
PROPERTY DECLARATIONS

Policy Number: **ACP BPOF5453810154**

Policy Period:
From **04-01-14** To **04-01-15**

Description of Premises Number: **005** Building Number: **001** Construction: **FRAME**
Premises Address **1 BRIDGE ST** **PLYMOUTH** **NH** **03264-1623**
Occupancy **OO** Classification: **OFFICES OR AGENCIES - NOT OTHERWISE CLASSIFIED**

Described as: **GENERAL ECONOMIC PROGRAM**

WE PROVIDE INSURANCE ONLY FOR THOSE COVERAGES INDICATED BY A LIMIT OR BY "INCLUDED".

The Property Coverage provided at this premises is subject to a **\$ 250** Deductible, unless otherwise stated.

COVERAGES	LIMITS OF INSURANCE
Building - Replacement cost	\$1,664,000
Business Personal Property - Replacement cost	\$77,200
ADDITIONAL COVERAGES - the Coverage Form Includes other Additional Coverages not shown.	
Business Income - ALS - 12 Months - NO Hour Waiting Period - 60 Day Ordinary Payroll Limit	INCLUDED
Extra Expense - Actual Loss Sustained (ALS) - 12 Months - NO Hour Waiting Period	INCLUDED
Equipment Breakdown	INCLUDED
Automatic Increase in Insurance - Building	1%
Automatic Increase in Insurance - Business Personal Property	2.9%
Back Up of Sewer and Drain Water (limit shown per Building, subject to \$25,000 policy aggregate)	\$5,000
Appurtenant Structures - 10% of Building Limit of Insurance - maximum \$50,000 any one structure	INCLUDED
Increased Cost of Construction	\$25,000
OPTIONAL INCREASED LIMITS	
	Included Limit Additional Limit
Account Receivable	\$25,000 \$25,000
Valuable Papers and Records (At the Described Premises)	\$25,000 \$25,000
Forgery and Alteration	\$10,000 \$10,000
Money and Securities - Inside the Premises	\$10,000 \$10,000
Outside the Premises (Limited)	\$10,000 \$10,000
Outdoor Signs	\$2,500 \$2,500
Outdoor Trees, Shrubs, Plants and Lawns	\$10,000 \$10,000
Business Personal Property Away From Premises	\$15,000 \$15,000
Business Personal Property Away From Premises - Transit	\$15,000 \$15,000
Electronic Data	\$10,000 \$10,000
Interruption of Computer Operations	\$10,000 \$10,000
Building Property of Others	\$10,000 \$10,000
OPTIONAL COVERAGES - Other frequently purchased coverage options.	
Employee Dishonesty \$25,000 Policy Occurrence	INCLUDED
Ordinance or Law - 1 - Loss to Undamaged Portion	NOT PROVIDED
2 - Demolition Cost and Broadened Increased Cost of Construction	NOT PROVIDED
Ordinance or Law Broadened	NOT PROVIDED

PROTECTIVE SAFEGUARDS

This premise has Protective Safeguards identified by symbols below. Insurance for Fire or Burglary and Robbery at this premise will be excluded if you do not notify us immediately if any of these safeguards are impaired. See **PB 04 30** for a description of each symbol. APPLICABLE SYMBOLS: **NOT APPLICABLE**