



State of New Hampshire

DEPARTMENT OF ADMINISTRATIVE SERVICES
OFFICE OF THE COMMISSIONER
25 Capitol Street – Room 120
Concord, New Hampshire 03301

63 Jm

LINDA M. HODGDON
Commissioner
(603) 271-3201

JOSEPH B. BOUCHARD
Assistant Commissioner
(603) 271-3204

September 19, 2014

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Council
State House
Concord, N.H. 03301

REQUESTED ACTION

Pursuant to RSA 4:40, authorize the Department of Administrative Services, Bureau of Court Facilities, to enter into a Use of Premises Agreement with the Town of Jaffrey, Jaffrey, NH 03452 ("Town") for leasing of state owned property located in the 8th Circuit Court – District Division – Jaffrey, 84 Peterborough Street, Jaffrey, NH, upon Governor and Council approval, for the term of November 1, 2014 to October 31, 2017, for an amount not to exceed \$11,952. **100% Agency Income**

Rental Income shall be deposited in the following account, Bureau of Court Facilities/Rent: 01-14-14-141510-2045-406918

<u>FY15</u>	<u>FY16</u>	<u>FY17</u>	<u>FY18</u>	<u>Total</u>
\$2,616	\$3,964	\$4,024	\$1,348	\$11,952

EXPLANATION

The Town wishes to enter into a three (3) year Use of Premises Agreement for state owned property comprised of 268 square feet of office space located in the 8th Circuit – District Division – Jaffrey, 84 Peterborough Street, Jaffrey, NH. The Department of Administrative Services, Bureau of Court Facilities, has no need for the space and the Town is satisfied with the premises and benefits from close adjacency to daily court business.

The NH Council on Resources and Development ("CORD") committee met on November 3, 2004 and granted the request made by the Department of Administrative Services for blanket approval to enter into this type of agreement within state owned courthouses. A copy of this letter is attached.

The office of the Attorney General has reviewed and approved this agreement.

Respectfully Submitted,

Linda M. Hodgdon
Commissioner



LRCP 14-029

JEFFRY A. PATTISON
Legislative Budget Assistant
(603) 271-3161

MICHAEL W. KANE, MPA
Deputy Legislative Budget Assistant
(603) 271-3161

State of New Hampshire

OFFICE OF LEGISLATIVE BUDGET ASSISTANT
State House, Room 102
Concord, New Hampshire 03301

September 17, 2014

Linda M. Hodgdon, Commissioner
Department of Administrative Services
25 Capitol Street, Room 120
Concord, New Hampshire 03301

Dear Commissioner Hodgdon,

The Long Range Capital Planning and Utilization Committee, pursuant to the provisions of RSA 4:40, on September 16, 2014, approved the request of the Department of Administrative Services, to enter into a three (3) year Use of Premises Agreement with the Town of Jaffrey, 10 Goodnow Street, Jaffrey, New Hampshire for state owned property located in the 8th Circuit Court – District Division – Jaffrey, 84 Peterborough Street, Jaffrey, New Hampshire for the term of November 1, 2014 to October 31, 2017, for an amount not to exceed \$11,952, for the schedule of annual rent as specified in the request dated August 5, 2014.

Sincerely,

A handwritten signature in black ink, appearing to read "Michael W. Kane".

Michael W. Kane
Deputy Legislative Budget Assistant

MWK/pe
Attachment

Cc: Michael Connor, Deputy Commissioner
Sarah Lineberry, Administrator, Bureau of Court Facilities ✓

AGREEMENT FOR USE OF PREMISES

This Agreement is made this 14th day of July 2014, by and between the State of New Hampshire, Department of Administrative Services ("Department"), Bureau of Court Facilities, located at 25 Capitol Street, Room 115, Concord, New Hampshire 03301 and the Town of Jaffrey New Hampshire ("Town"), Office of the Regional Prosecutor, located at 10 Goodnow Street, Jaffrey, New Hampshire 03452.

The Department of Administrative Services hereby grants to the Town, for a period of three (3) years, the right to use and occupy approximately 268 square feet of office space (the "Premises") located in the 8th Circuit Court – District Division – Jaffrey on 84 Peterborough Street, Jaffrey, New Hampshire 03452. Demise documentation has been provided which includes a floor plan depicting the Premises showing the extent of the space for the Town's exclusive use and all areas to be used in common with others; these documents have been reviewed, accepted, and agreed-to and signed by both parties and placed on file and shall be deemed as part of this Agreement. The Town may use the Premises only for the purpose of providing the office space for the Office of the Regional Prosecutor as herein described and such other lawful uses incident thereto. The Town shall have the right to use in common, with others entitled thereto, the parking areas, hallways, stairways, and elevators that may be necessary for access to the Premises and the lavatories appurtenant to the Premises. The Town shall have the right to access and occupy the Premises prior to, during, and after the close of the Court's regular business hours. The Town shall have no right to access restricted areas in the courthouse.

The use and occupancy by the Town pursuant to this Agreement is granted subject to the following conditions:

1. **Term:** Subject to the provisions of Section 26 herein, the term of this Agreement shall be three (3) years, commencing on November 1, 2014 and continuing through the 31st day of October 2017 unless terminated earlier by either party as provided hereunder.
2. **Rent:** The Town agrees to pay rent, which is due without demand to the Department on the first day of each month in accordance with the following schedule of annual rent:
 - 2.1 November 1, 2014 through October 31, 2015: approximately \$14.65 per square foot, which is \$327 per month, \$3,924 annually.
 - 2.2 November 1, 2015 through October 31, 2016: approximately \$14.86 per square foot, which is \$332 per month, \$3,984 annually.
 - 2.3 November 1, 2016 through October 31, 2017: approximately \$15.08 per square foot, which is \$337 per month, \$4,044 annually.

Total Rent Due for the three-year Term: \$11,952

3. Condition of Leased Premises: The Town has inspected and knows the condition of the Leased Premises. It is understood that the Premises is in "as is" condition without any representation or obligation on the part of the Department to make any alterations, repairs, or improvements.
4. Utilities: The Department shall be responsible for arranging for and making payment directly to the provider of all utility services required for the leased premises, except for telephone and computer networking services. The Town will pay directly to the provider all costs associated with their telephone services and Computer networking services. The Department shall not be responsible for any claims or damages arising from interruption in utility services.
5. Maintenance by the Department: The Department will provide maintenance to the Leased Premises, repairing and maintaining the building and grounds to which the Premises are a part at its own expense. The Department will provide snowplowing or snow removal services for the parking areas and building entrances.
6. Janitorial Services by the Town: The Department shall provide janitorial services to the Leased Premises at its own expense. Janitorial services shall include trash removal from the Leased Premises and snow removal services for the parking areas and the building entrances. Daily janitorial services shall conclude by 8:00 pm.
7. Maintenance by the Town: The Town shall maintain their own equipment, such as computer servers, back-up generators, copiers and other equipment at their sole expense. The Town will exercise due diligence in protecting the Leased Premises against damage or destruction by fire, vandalism, theft, weather or other causes and maintain them in good order and condition.
8. Recycling: The Town shall participate in the Department's recycling program. The Department shall provide the necessary containers to be strategically located throughout the facility and the Town will partake and dispose of recyclable materials at the designated areas.
9. Repair of Damages to the Leased Premises: The Town shall, at its own expense, promptly repair or replace to the satisfaction of the Department any property damaged or destroyed by the Town, its employees or agents, incident to its exercise of the privileges granted herein. Alternatively, if required by the Department or requested by the Town and agreed to by the Department, the Town shall pay the Department money in an amount sufficient to compensate for the loss sustained by the Department for said damage to or destruction of the property. When requesting payment for loss or damage the Department shall submit an itemized invoice to the Town documenting all costs.
10. Improvements and Renovations: No addition to or alterations or improvement of the Leased Premises shall be made without prior written consent of the Department, which consent shall not be unreasonably withheld.
11. Compliance with Laws: The Town will at all times during the existence of this Agreement, promptly observe and comply with, at its sole cost and expense, the provisions applicable to the Leased Premises of all applicable federal, state and local laws, rules, regulations, and standards.

12. Quiet Enjoyment: The Department covenants and agrees the Town's quiet and peaceful enjoyment of the Premises shall not be disturbed or interfered with by the Department, or any person claiming by, through or under the Department. Routine maintenance or inspection of the Premises shall be scheduled with the Town in advance, to occur during a mutually agreeable time frame, and to be negotiated in good faith by both parties. Notwithstanding the provisions of this section, the Town agrees and covenants that in the event of an emergency requiring the Department to gain immediate access to the Premises, access shall not be denied.
13. Insurance by the Town: During the period this Agreement is in effect, the Town shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor to obtain and maintain in force, both for the benefit of the State, with respect to the Premises and the property of which the Premises are a part, property insurance and comprehensive general liability insurance against all claims of bodily injury, death, or property damage, occurring on, in, or about the premises. Such insurance shall provide minimum protection limits of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate. The policies shall be the standard from employed in the State of New Hampshire, issued by underwriters acceptable to the State and authorized to do business in the State of New Hampshire. Each policy shall contain a clause prohibiting cancellation or modifications of the policy earlier than ten (10) days after written notice has been received by the State. Each policy shall name the Department as additional insured.
14. Self-insurance by the Department: The Department is an administrative unit of the "State of New Hampshire" and which is self-insured. A letter issued by the State of New Hampshire, Department of Administrative Services Bureau of Risk Management serving as a "Certificate of Insurance" is attached herein.
15. Indemnification: The Town will defend, indemnify and hold harmless the Department from and against any and all losses suffered by the Department, and from and against any and all claims, liabilities or penalties asserted by, or on behalf of, any person, firm, corporation, or public authority:
- 15.1 Acts or Omissions of Town: On account of, or based upon, any injury to a person or loss or damage to property, sustained or occurring, or which is claimed to have been sustained or to have occurred on or about the Lease Premises, on account of or based upon the act, omission, fault, negligence or misconduct of the Town, its agents, servants, contractors, or employees.
- 15.2 Town's Failure to Perform Obligations: On account of or resulting from, the failure of the Town to perform and discharge any of its covenants and obligations under this Lease and, in respect to the foregoing from and against all costs, expenses (including reasonable attorney's fees) and liabilities incurred in, or in connection with, any such claim, or any action or proceeding brought thereon; and in the case of any action or proceeding being brought against the Department by reason of any such claim, the Town, upon notice from Department shall at Town's expense resist or defend such action or proceeding.
- 15.3 Departments Acts or Omissions Excepted: Notwithstanding the foregoing, nothing contained in this section shall be construed to require the Town to indemnify the Department for any loss or damage resulting from the acts, omissions, fault, negligence or misconduct of the Department or its agents, servants, and employees. Notwithstanding the foregoing, nothing herein contained shall be

deemed to constitute a waiver of the sovereign immunity of the State of New Hampshire, which immunity is hereby reserved to the State.

16. Fire and Casualty: Should a substantial portion of the Premises, or of the property of which they are a part, be substantially damaged by fire or other causality, the Department or the Town may elect to terminate this Lease. When such fire or causality renders the Premises substantially unsuitable for their intended use, a just and proportionate abatement of the rent shall be made as of the date of such fire or causality, until such time as the Department repairs the Premises, provided however, that the Town may elect to terminate this lease if:

- a. Department's Failure to Provide: The Department fails to provide written notice within thirty (30) days of the causal event of their intention to restore the Premises or:
- b. Department's Failure to Repair: The Department fails to restore the Premises to a condition that is substantially suitable for their intended use within ninety (90) days of said fire, or causality. The Department reserves, and the Town grants to the Department, all rights which the Department may have for damages or injury to the Premises, except for damage to the Town's fixtures, property, or equipment or any award for the Town's moving expenses.

17. Event of Default; Termination by the Department and the Town :

a. Event of Default; Department's Termination: In the event that:

- i. Town's Failure to Pay Rent: The Town shall default in the payment of any installment of the rent, or any other sum herein specified, and such default shall continue for thirty (30) days after written notice thereof; or:
- ii. Town's Breach of Covenants, etc.: The Town shall default in the observation of or performance of any other of the Town's covenants, agreements, or obligations hereunder and such default is not corrected within thirty (30) days of written notice by the Department to the Town specifying such default and requiring it to be remedied then: The Department may serve ten (10) days written notice of cancellation of this Lease upon the Town, and upon the expiration of such ten days, this Lease and the Term hereunder shall terminate. Upon such termination the Department may immediately or any time thereafter, without demand or notice, enter into or upon the Premises (or any part thereon) and repossess the same.

b. Department's Default; Town's Remedies: In the event that the Department defaults in the observance of any of the Department's covenants, agreements and obligations hereunder, and such default shall materially impair the habitability and use of the Premises by the Town, and is not corrected within thirty (30) days of written notice by the Town to the Landlord specifying such default and requiring it to be remedied, then the Town at its option, may serve a written ten (10) day notice of cancellation of this Lease upon the Department, and upon the expiration of such a ten day period the Lease shall terminate. If any such default of the Landlord does not materially impair the habitability and use of the Premises by the Town, the Department shall cure such default within thirty (30) days of written notice or within a reasonable alternative amount of time agreed upon in writing by Town, failing which, the Town may terminate this

Lease upon ten (10) days written notice to Department.

- c. Rights Hereunder: The rights granted under this Section are in addition to, and not in substitution for, any rights or remedies granted herein to the parties, or any rights or remedies at law, or in equity.
18. Termination by the Department or the Town: Either party may terminate this Agreement upon one hundred & eighty (180) days prior written notice to the other.
19. Surrender of Leased Premises: No later than ninety (90) days prior to the expiration of the term herein, the Town shall give notice to the Department of its intention to either vacate the Premises at the end of the term, or to enter into negotiations with the Department for a renewal agreement. On or before the date of expiration of this Agreement, the Town shall vacate the premises, remove its personal property there from and quit and surrender the leased premises restored to good condition, reasonable use and wear thereof excepted. If the Town shall fail to remove its personal property and so restore the premises, then at the option of the Department, such property shall either become property of the State without compensation therefore, or the Department may cause the property to be removed and the premises to be restored at the expense of the Town and no claim of damage against the Department, the State, or its officers, employees, or agents, shall be created by or made on account of such removal and restoration work.
20. Assignment: This Agreement shall not be transferred or assigned.
21. Amendment: This Agreement may only be modified or amended by mutual agreement in writing and signed by the parties and approved by Governor and Council.
22. Sovereign Immunity: No provision of this agreement is intended to be, nor shall it be, interpreted by either party to be a waiver of sovereign immunity.
23. Enforcement: No failure by the State to enforce any provisions hereof after any default shall be deemed a waiver of its rights with regard to that event or any subsequent event.
24. Governing Law: 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.
25. 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.
26. Approval Contingency: This Agreement constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings. EFFECTIVE DATE OF AGREEMENT: This Agreement shall not become effective until it is approved by all parties having authority on behalf of the State of New Hampshire, including the Long Range Capital Planning & Utilization Committee and the Governor and Executive Council on the behalf of the Department, and by the Town of Jaffrey on behalf of the Office of the Prosecutor and funded by the Town of

Jaffrey. In the event that said approval and funding requests are denied, then this Lease shall thereupon immediately terminate, and all obligations hereunder of the parties hereto shall cease.

IN WITNESS WHEREOF, the parties have hereunto set their hands this 14th day of July 2014.

The State of New Hampshire
Department of Administrative Services

By: [Signature]
Linda M. Hodgdon, Commissioner

Town of Jaffrey, New Hampshire

By: [Signature]
Title: Chairman

By: [Signature]
Title: Vice Chairman

By: _____
Title: Clerk

NOTARY STATEMENT: As Notary Public and/or Justice of the Peace, REGISTERED IN THE STATE OF NEW HAMPSHIRE

Personally appeared before me the undersigned officers, the above named Kathleen Batchelder, Thomas Kothemmel Known or satisfactorily proven to be the person whose names are signed above, and acknowledged that s/he executed this document in the capacity indicated above on this 14th day of July 2014.

[Signature]
Justice of the Peace/Notary Public

SUGAN P. RICHARD
Notary Public - New Hampshire
My Commission Expires April 18, 2017

This Is To Certify that the above Agreement has been reviewed by the Office of the Attorney General and approved as to form, substance, and execution this 19th day of August 2014.

[Signature]
Signature

Approved by Governor and Council this _____ day of _____, 2014.
Agenda Item No: _____.

Initials: [Signature]
Date: [Signature]

CERTIFICATE FOR MUNICIPALITIES

I, Kelly Rollins, of Town of Jaffrey, do hereby certify to the following assertions:

- 1. I am a duly elected Town Clerk for the Municipality documented above, which is in the State of New Hampshire
2. I maintain and have custody of, and am familiar with, the minute books of the Municipality;
3. I am duly authorized to issue certificates with respect to the contents of such books;
4. The following are true, accurate and complete copies of the resolutions adopted during an official meeting of the Municipality. Said meeting was held in accordance with the laws and by-laws of the State, upon the following Date: July 14, 2014

RESOLVED: That this Municipality shall enter into a contract with the State of New Hampshire, acting by and through the Select Board and Town Manager providing for the performance by this Municipality of certain services as documented within the foregoing Lease, and that the official listed, Town Manager David Caron

on behalf of this Municipality, is authorized and directed to enter the said lease contract with the State of New Hampshire, and that they are to take any and all such actions that may be deemed necessary, desirable or appropriate in order to execute, seal, acknowledge and deliver any and all documents, agreements and other instruments on behalf of this Municipality in order to accomplish the same.

RESOLVED: That the signature of the above authorized party or parties of this Municipality, when affixed to any instrument of document described in, or contemplated by, these resolution, shall be conclusive evidence of the authority of said parties to bind this Municipality, thereby:

- 5. The foregoing resolutions have not been revoked, annulled, or amended in any manner what so ever, and remain in full force and effect as of the date hereof;
6. The following person or persons have been duly elected to, and now occupy, the Office or Offices indicated: (fill the appropriate names of individuals for each titled position)

Select Board Chair: Kathleen Batchelder
Municipality Clerk: Kelly Rollins
Municipality Treasurer: Sandra Stewart

IN WITNESS WHEREOF: As the Clerk/Secretary of this municipality, I sign below upon this date: (insert date of signing) July 14, 2014

Clerk/Secretary (signature) Kelly Rollins
In the State and County of: (State and County names) Cheshire County, New Hampshire

NOTARY STATEMENT: As Notary Public and/or Justice of the Peace, REGISTERED IN THE STATE New Hampshire, COUNTY OF: Cheshire UPON THIS DATE (insert full date) July 14, 2014 appeared before me (print full name of notary) SUSAN P. RICHARD the undersigned officer personally appeared (insert officer's name) Kelly Rollins, Town Clerk

who acknowledged him/herself to be (insert title, and the name of municipality) Town Clerk of Jaffrey, NH and that being authorized to do so, he/she executed the foregoing instrument for the purposes therein contained, by signing by him/herself in the of the Municipality.

In witness whereof I herunto set my hand and official seal. (Provide signature, seal and expiration of commission)

Susan P. Richard

SUSAN P. RICHARD
Notary Public - New Hampshire
My Commission Expires April 18, 2017

New Hampshire Council on Resources and Development

Office of Energy and Planning
1 Regional Drive, Concord, NH 03301
Phone: 603-271-2155 | Fax: 603-271-2615



TDD Access: Relay NH
1-800-735-3964

November 29, 2004

Donald S. Hill, Commissioner
Department of Administrative Services
State House Annex, Room 120
25 Capitol Street
Concord, NH 03301

Dear Commissioner Hill:

The Council on Resources and Development (CORD) met on November 3, 2004 and considered the request of the Department of Administrative Services for a blanket approval pursuant to RSA 4:40 to permit the Department to lease space within state owned courthouses. CORD agreed to grant this request, subject to the condition that such leases should be limited to county and municipal entities that contribute to the efficient operation of the courts.

If you have any questions about this matter, please feel free to call me at 271-2155.

Sincerely,

MaryAnn Manoogian
Chairman

cc: Peter Goodwin



CERTIFICATE OF COVERAGE

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

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

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

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

Participating Member: Town of Jaffrey 10 Goodnow Street Jaffrey, NH 03452	Member Number: 208	Company Affording Coverage: NH Public Risk Management Exchange - Primex ³ Bow Brook Place 46 Donovan Street Concord, NH 03301-2624
---	------------------------------	--

	Coverage Category	Effective Date	Expiration Date	Limits	Amount
<input checked="" type="checkbox"/>	General Liability (Occurrence-Form) Professional Liability (describe) <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence	7/1/2014	7/1/2015	Each Occurrence	\$ 1,000,000
				General Aggregate	\$ 2,000,000
				Fire Damage (Any one fire)	\$
				Med Exp (Any one person)	\$
	Automobile Liability Deductible Comp and Coll: \$1,000 <input type="checkbox"/> Any auto			Combined Single Limit (Each Accident)	\$
				Aggregate	\$
	Workers' Compensation & Employers' Liability			Statutory	
				Each Accident	\$
				Disease – Each Employee	\$
				Disease – Policy Limit	\$
	Property (Special Risk includes Fire and Theft)			Blanket Limit, Replacement Cost (unless otherwise stated)	

Description: Courthouse Lease. The certificate holder is named as Additional Covered Party, but only to the extent liability is based solely on the negligence or wrongful acts of the member, its employees, agents, officials or volunteers. This coverage does not extend to others. Any liability resulting from the negligence or wrongful acts of the Additional Covered Party, or their employees, agents, contractors, members, officers, directors or affiliates is not covered.

CERTIFICATE HOLDER:	<input checked="" type="checkbox"/>	Additional Covered Party	<input type="checkbox"/>	Loss Payee	Primex ³ – NH Public Risk Management Exchange
State of New Hampshire- Dept of Administrative Services Bureau of Court Facilities 25 Capitol St Concord, NH 03301					By: <i>Tammy Denver</i>
					Date: 8/1/2014 tdenver@nhprimex.org
					Please direct inquires to: Primex ³ Claims/Coverage Services 603-225-2841 phone 603-228-3833 fax



CERTIFICATE OF COVERAGE

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

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

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

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

Participating Member: Town of Jaffrey 10 Goodnow Street Jaffrey, NH 03452	Member Number: 208	Company Affording Coverage: NH Public Risk Management Exchange - Primex ³ Bow Brook Place 46 Donovan Street Concord, NH 03301-2624								
<small> General Liability (Occurrence Form) Professional Liability (describe) Automobile Liability Workers' Compensation & Employers' Liability Property (Special Risk includes Fire and Theft) </small>										
<input type="checkbox"/> General Liability (Occurrence Form) <input type="checkbox"/> Professional Liability (describe) <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence		<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">Each Occurrence</td> <td style="width: 50%;"></td> </tr> <tr> <td>General Aggregate</td> <td></td> </tr> <tr> <td>Fire Damage (Any one fire)</td> <td></td> </tr> <tr> <td>Med Exp (Any one person)</td> <td></td> </tr> </table>	Each Occurrence		General Aggregate		Fire Damage (Any one fire)		Med Exp (Any one person)	
Each Occurrence										
General Aggregate										
Fire Damage (Any one fire)										
Med Exp (Any one person)										
<input type="checkbox"/> Automobile Liability Deductible Comp and Coll: \$1,000 <input type="checkbox"/> Any auto		<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">Combined Single Limit (Each Accident)</td> <td style="width: 50%;"></td> </tr> <tr> <td>Aggregate</td> <td></td> </tr> </table>	Combined Single Limit (Each Accident)		Aggregate					
Combined Single Limit (Each Accident)										
Aggregate										
<input checked="" type="checkbox"/> Workers' Compensation & Employers' Liability	1/1/2014	1/1/2015								
		<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;"><input checked="" type="checkbox"/> Statutory</td> <td style="width: 50%;"></td> </tr> <tr> <td>Each Accident</td> <td>\$2,000,000</td> </tr> <tr> <td>Disease – Each Employee</td> <td>\$2,000,000</td> </tr> <tr> <td>Disease – Policy Limit</td> <td>\$</td> </tr> </table>	<input checked="" type="checkbox"/> Statutory		Each Accident	\$2,000,000	Disease – Each Employee	\$2,000,000	Disease – Policy Limit	\$
<input checked="" type="checkbox"/> Statutory										
Each Accident	\$2,000,000									
Disease – Each Employee	\$2,000,000									
Disease – Policy Limit	\$									
<input type="checkbox"/> Property (Special Risk includes Fire and Theft)		Blanket Limit, Replacement Cost (unless otherwise stated)								
Description: Proof of Primex Member coverage only.										

CERTIFICATE HOLDER:	Additional Covered Party	Loss Payee	Primex³ – NH Public Risk Management Exchange
State of New Hampshire- Dept of Administrative Services Bureau of Court Facilities 25 Capitol St Concord, NH 03301			By: <i>Tammy Denver</i>
			Date: 8/1/2014 tdenver@nhprimex.org Please direct inquires to: Primex³ Risk Management Services 603-225-2841 phone 603-228-3833 fax