



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

May 10, 2013

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 Nashua Regional Planning Commission (NRPC), (VC#154661), Merrimack, NH in the amount of \$10,627.00 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, 2013 through June 30, 2014. 100% General Funds.

Funding is available in the following account, Municipal/Regional Assistance, contingent upon the availability and continued appropriation of funds in the FY2014 operating budget, as follows:

	<u>FY 2014</u>
01-02-02-024010-65700000	
073-500581 Grants Non Federal	\$10,627.00

**EXPLANATION**

The Targeted Block Grant (TBG) Program was established in the 1980's 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 NRPC to continue the development of its Integrating Transportation and Community Planning (iTRaC) program by producing educational materials and training opportunities on related topics and to provide technical and planning project assistance to local land use boards as needed.

Sincerely,

*M.A.H.*

Meredith A. Hatfield  
Director

MAH/JC  
Attachments

Subject: Nashua Regional Planning Commission – Targeted Block Grant

**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

1.1 State Agency Name Office of Energy and Planning		1.2 State Agency Address 107 Pleasant Street, Johnson Hall Concord, New Hampshire 03301	
1.3 Contractor Name Nashua Regional Planning Commission		1.4 Contractor Address 9 Executive Park Drive, Merrimack, NH 03054	
1.5 Contractor Phone No. 424-2240	1.6 Account Number 65700000 073 500581 02MRA14A	1.7 Completion Date June 30, 2014	1.8 Price Limitation \$10,627.00
1.9 Contracting Officer for State Agency Joanne Cassulo, Senior Planner		1.10 State Agency Telephone Number (603) 271-2155	
1.11 Contractor Signature <i>Kerrie Diers</i>		1.12 Name and Title of Contractor Signatory Kerrie Diers, Executive Director	
1.13 Acknowledgment: State of <u>NEW HAMPSHIRE</u> County of <u>HILLSBOROUGH</u> On <u>April 30, 2013</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 <i>Karen M. Baker</i> [SEAL]			
1.13.2 Name and Title of Notary Public or Justice of the Peace <b>KAREN M. BAKER, Notary Public</b> My Commission Expires August 24, 2016			
1.14 State Agency Signature <i>Meredith A. Hatfield</i>		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: <i>[Signature]</i> On: <u>5-14-13</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

WQ  
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(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 – SCOPE OF SERVICES  
TARGETED BLOCK GRANT PROGRAM (TBG)  
Nashua Regional Planning Commission (NRPC)**

**1. WORK TASKS**

**Task A. Education and Training - 43% \* (\$4,564)**

- a. Education:
  - i. Fact Sheets – Fact Sheets introduce communities to a planning technique, provide examples of how it could be used, and points to additional resources where more information can be found on the topic.
- b. Training:
  - i. Facilitate customized training for local boards on topics such as innovative zoning techniques, energy efficiency, legal updates, traffic calming and access management or other requested topics.
  - ii. Facilitate speakers for iTRaC Advisory Board members, local planners and professionals and the general public on relevant topics.
- c. Staff Training: As training opportunities or conferences arise, staff will attend as warranted to stay current on updated land use regulations and best practices. The information learned will supplement the direct assistance offered to member communities.

**Task B. Technical Assistance – 43% \* (\$4,563)**

- d. Technical Assistance
  - i. Technical Research - conduct technical research as requested by communities on land use regulations and zoning issues. Staff will also draft land use regulations and zoning amendments for member communities as requested.
  - ii. Master Plan Chapters – Nashua Regional Planning Commission (NRPC) staff will provide guidance and assistance to planning boards in the development of Master Plan Chapters.
- e. Self-guided Technical Assistance Tools
  - i. Interactive Website – The full range of iTRaC resources (fact sheets, resource cards, and resource links) can be found on the NRPC website. This site is constantly updated with new resources and information. In addition, communities can submit technical assistance questions directly to NRPC staff members.

**Task C. Granite State Future – 14%\* (\$1500)**

- f. Outreach and engagement

Conduct outreach and engagement of various groups in the region to ensure that all spectrums of the general public are engaged and given the opportunity to provide input and participate in the planning process.

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

**2. WORK PRODUCTS**

Documentation in the quarterly progress reports of all activities completed under these work tasks. One copy of all work products completed with the quarterly reports shall be submitted. Specific work products may include:

**A. Education and Training Products**

- Copies of Fact sheets
- Copies of training notices, attendance list and any evaluation summaries for general and customized training workshops

**B. Technical Assistance Products**

- Copies of draft land use regulations, master plan chapters or zoning amendments

**C. Granite State Future**

- List of contacted people or groups. Summary of key input from conversations or events.

**3. REQUIRED MEETINGS AND REPORTS**

**A. Meetings**

NRPC 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 work tasks and any other related issues. Either NRPC 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**

NRPC 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 NRPC. 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, 2014 (Completion Report due July 30, 2014), NRPC shall submit to OEP a completion report describing work tasks completed and all final work products resulting from this Agreement.

**EXHIBIT B - FEES**  
**TARGETED BLOCK GRANT PROGRAM**  
**Nashua Regional Planning Commission (NRPC)**

**1. CONTRACT PRICE**

In consideration of the satisfactory performance of NRPC, OEP agrees to pay the Agreement price not to exceed \$10,627, which is hereinafter referred to as the "Fee." It is understood and agreed by OEP and NRPC that payment of the Fee shall constitute full and complete payment for the performance of the work tasks and for all of NRPC expenses of any kind including, but not limited to, payments for travel, subsistence and project overhead.

**2. PROGRAM BUDGET**

<b>Task Name*</b>	<b>State Funds</b>
Task A - Education and Training	\$4,564.00
Task B - Technical Assistance	\$4,563.00
Task C – Granite State Future	\$1,500.00
<b>TOTALS</b>	<b>\$10,627.00</b>

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

**3. PAYMENT AND INVOICING**

The Fee shall be paid as provided below:

<b>Cost Categories<sup>+</sup></b>	<b>State Funds</b>
Salaries	\$4,452.00
Direct Costs	\$120.00
Indirect Costs and Benefits*	\$6,055.00
<b>TOTALS</b>	<b>\$10,627.00</b>

<sup>+</sup>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 NRPC invoices, NRPC 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 NRPC 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. Quarterly progress reports shall address 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**  
Nashua Regional Planning Commission (NRPC)

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**

I, Janet Langdell, (Chairperson) of the Nashua Regional Planning Commission, do hereby certify that at a meeting held on June 20, 2013

1. I am the duly elected and acting Chairperson of the Nashua Regional Planning Commission a regional planning agency established pursuant to the laws of the State of New Hampshire (RSA 36:45-53);
2. The Nashua Regional Planning Commission Executive Committee authorized the Executive Director, Kerrie Diers, to execute any documents which may be necessary to effectuate the Targeted Block Grant through the NH Office of Energy and Planning;
3. This authorization has not been evoked, annulled or amended in any manner whatsoever, and remains in full force and effect as of the date hereof; and
4. The following person has been appointed to, and now occupies, the office indicated under item 2 above:

IN WITNESS WHEREOF, I have hereunto set my hand as the Chairperson of the Nashua Regional Planning Commission on this 30 day of April, 2013.

Janet Langdell chair  
(name, position)

STATE OF NEW HAMPSHIRE  
County of Hillsborough

On this 30th day of April, 2013, before me Karen Baker, the undersigned officer, personally appeared, Janet Langdell, who acknowledged him/herself to be the Chairperson of the Nashua Regional Planning Commission, and that he/she, as such Chairperson, being so authorized to do so, executed the foregoing instrument for the purpose therein contained.

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

Karen M. Baker  
Notary Public, Justice of the Peace  
(Official Seal)

**KAREN M. BAKER, Notary Public**  
**My Commission Expires August 24, 2016**  
My Commission Expires



## CERTIFICATE OF COVERAGE

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

Each member of Primex<sup>3</sup> is entitled to the categories of coverage set forth below. In addition, Primex<sup>3</sup> may extend the same coverage to non-members. However, any coverage extended to a non-member is subject to all of the terms, conditions, exclusions, amendments, rules, policies and procedures that are applicable to the members of Primex<sup>3</sup>, including but not limited to the final and binding resolution of all claims and coverage disputes before the Primex<sup>3</sup> Board of Trustees. The Additional Covered Party's per occurrence limit shall be deemed included in the Member's per occurrence limit, and therefore shall reduce the Member's limit of liability as set forth by the Coverage Documents and Declarations. The limit shown may have been reduced by claims paid on behalf of the member. General Liability coverage is limited to Coverage A (Personal Injury Liability) and Coverage B (Property Damage Liability) only, Coverage's C (Public Officials Errors and Omissions), D (Unfair Employment Practices), E (Employee Benefit Liability) and F (Educator's Legal Liability Claims-Made Coverage) are excluded from this provision of coverage.

The below named entity is a member in good standing of the New Hampshire Public Risk Management Exchange. The coverage provided may, however, be revised at any time by the actions of Primex<sup>3</sup>. As of the date this certificate is issued, the information set out below accurately reflects the categories of coverage established for the current coverage year.

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

<b>Participating Member:</b> Nashua Regional Planning Commission 9 Executive Park Drive Suite 201 Merrimack, NH 03054	<b>Member Number:</b> 519	<b>Company Affording Coverage:</b> NH Public Risk Management Exchange - Primex <sup>3</sup> Bow Brook Place 46 Donovan Street Concord, NH 03301-2624
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	Type of Coverage	Effective Date (mm/dd/yyyy)	Expiration Date (mm/dd/yyyy)	Limits - NH Statutory Limits May Apply, If Not:	
<b>X</b>	<b>General Liability (Occurrence Form)</b> <b>Professional Liability (describe)</b> <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence	7/1/2013	7/1/2014	Each Occurrence	\$ 5,000,000
				General Aggregate	\$ 5,000,000
				Fire Damage (Any one fire)	\$
				Med Exp (Any one person)	\$
	<b>Automobile Liability</b> Deductible    Comp and Coll: \$1,000  <input type="checkbox"/> Any auto			Combined Single Limit (Each Accident)	
				Aggregate	
<b>X</b>	<b>Workers' Compensation &amp; Employers' Liability</b>	1/1/2013	1/1/2014	<b>X</b> Statutory	
				Each Accident	\$2,000,000
				Disease – Each Employee	\$2,000,000
				Disease – Policy Limit	\$
	<b>Property (Special Risk includes Fire and Theft)</b>			Blanket Limit, Replacement Cost (unless otherwise stated)	

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

<b>CERTIFICATE HOLDER:</b>	<b>Additional Covered Party</b>	<b>Loss Payee</b>	<b>Primex<sup>3</sup> – NH Public Risk Management Exchange</b>
			<b>By:</b> <i>Tammy Denver</i>
			<b>Date:</b> 4/30/2013    tdenver@nhprimex.org
Office of Energy and Planning 107 Pleasant St Johnson Hall Concord, NH 03301			Please direct inquires to: <b>Primex<sup>3</sup> Risk Management Services</b> 603-225-2841 phone 603-228-3833 fax