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PROBING 01/25/16



STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
OFFICE OF BUSINESS OPERATIONS
BUREAU OF FACILITIES AND ASSETS MANAGEMENT

Jeffrey A. Meyers
Commissioner

Sheri L. Rockburn
Chief Financial Officer

129 PLEASANT STREET, CONCORD, NH 03301-3857
603-271-9500 1-800-852-3345 Ext. 9500
Fax: 603-271-8149 TDD Access: 1-800-735-2964

February 8, 2016

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

REQUESTED ACTION

Authorize the Department of Health and Human Services to enter into a short-term License for Use of Premises (License) with the New Hampshire Food Bank, 700 East Industrial Park Drive, Manchester, New Hampshire 03109 effective April 1, 2016 or upon Governor and Executive Council approval, whichever comes later, through December 31, 2018. This License will allow the Department to provide the New Hampshire Food Bank, a 501(c)(3) charity program of New Hampshire Catholic Charities, the use of up to 3.5 acres of land located on the premises of the Sununu Youth Services Center to farm a garden to provide food donated for distribution to agencies throughout the State of New Hampshire.

EXPLANATION

The Department of Health and Human Services, Bureau of Juvenile Justice Services is located at the Sununu Youth Services Center at 1056 River Road in Manchester, New Hampshire. The Bureau of Juvenile Justice Services is responsible for providing supervision and rehabilitative services to youth adjudicated under State law as delinquent or as Children in Need of Services. The campus of the Sununu Youth Services Center is comprised of a large parcel of land and several large buildings.

The New Hampshire Food Bank is a not for profit 501(c)(3) charity that serves as the only food bank in the State of New Hampshire. Every year the Food Bank distributes over 12 million pounds of donated, surplus food to more than 400 food pantries, soup kitchens, shelters, day-care centers and senior citizen homes. These registered agencies in turn provide the food to over 143,000 men, women and children throughout New Hampshire each year. In 2008, the New Hampshire Food Bank started farming a garden on land located on the premises of the Sununu Youth Services Center. Since that time, the Food Bank has continued to farm on this land annually. With the help of its volunteers, the gardens produce food that is harvested and donated through the Food Bank for distribution to agencies throughout the State of New Hampshire as well as for use in the Food Bank's Culinary Training Program. The Department of Health and Human Services is very supportive of the Food Bank and would like to continue this collaboration between Sununu Youth Services Center and the Food Bank.

Her Excellency, Governor Margaret Wood Hassan
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The land shall be utilized solely for the cultivation and production of produce and other edible garden type vegetables. The Food Bank will also provide satellite Cooking Matters Programming and seeds/transplants for educational use by the residents of the Sununu Youth Services Center in exchange for use of reasonable amounts of water for the garden. The use of the land shall be (a) subject to the general supervision and approval of the Department and (b) subject to such rules and regulations the Department may prescribe from time to time.

Approval of this License will allow the Department to provide the use of up to 3.5 acres of land for the Food Bank for the benefit of food pantries, soup kitchens, shelters, day-care centers and senior citizen homes, further fulfilling the Department's continuing efforts, functions and services for providing health and human services to the public.

The area served by the Food Bank is the entire State of New Hampshire.

No funds are required for this License.

Respectfully submitted,



Jeffrey A. Meyers
Commissioner

**NEW HAMPSHIRE DEPARTMENT OF HEALTH AND HUMAN SERVICES/
NEW HAMPSHIRE FOOD BANK
LICENSE FOR USE OF PREMISES**

This agreement is made this 29 day of Jan, 2016 by and between the State of New Hampshire, Department of Health and Human Services, 129 Pleasant Street, Concord, New Hampshire 03301, referred to as the "LICENSOR" and the New Hampshire Food Bank, 700 East Industrial Park Drive, Manchester, New Hampshire, a 501(c)(3) charity program of New Hampshire Catholic Charities and referred to as the "LICENSEE."

WHEREAS:

1. The New Hampshire Department of Health and Human Services is the agency that oversees the Division for Children, Youth and Families, Bureau of Juvenile Justice Services and the Sununu Youth Services Center, located at 1056 River Road in Manchester, New Hampshire. The Bureau of Juvenile Justice Services is responsible for providing supervision and rehabilitative services to youth adjudicated under state law as delinquent or as Children in Need of Services (CHINS). The campus of the Sununu Youth Services Center is comprised of a large parcel of land and several large buildings.
2. The New Hampshire Food Bank (the "Food Bank") is a not for profit 501(c)(3) charity that is a program of New Hampshire Catholic Charities and serves as the only food bank in the State of New Hampshire. Every year, the Food Bank distributes over 12 million pounds of donated, surplus food to more than 400 food pantries, soup kitchens, shelters, day care centers and senior citizen homes. These registered agencies in turn provide this food to over 143,000 men, women and children throughout New Hampshire each year. The Food Bank serves one in nine people in New Hampshire.
3. In 2008, the New Hampshire Food Bank started farming a garden on an acre of land located on the premises of the Sununu Youth Services Center. Since that time, the Food Bank has continued to farm on this land annually. With the help of its volunteers, the gardens produce food that is harvested and donated through the Food Bank for distribution to agencies throughout the State of New Hampshire as well as for use in the Food Bank's Culinary Training Program.
4. The Department of Health and Human Services is very supportive of the efforts of the Food Bank and would like to continue this collaboration between the Sununu Youth Services Center and the Food Bank.

NOW THEREFORE:

- A. The parties agree that the LICENSEE may utilize the garden area located on the campus of the Sununu Youth Services Center, 1056 North River Road, Manchester, New Hampshire for the term beginning April 1, 2016 or upon Governor and Council approval, whichever is later, and terminating December 31, 2018 with dates of operation: April 1, 2016 through December 31, 2016; April 1, 2017 through December 31, 2017; and April 1, 2018 through December 31, 2018, subject to the following conditions. The garden area of land is located on the front corner of the

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Date: 1/29/16

South Campus, where North River Road intersects with the South Campus entrance road across from Bennington Road. The acre is approximately fifty (50) yards from North River Road. The garden area includes the shed, approximately 200 raised beds, a portable toilet, the surrounding fence, and an additional 2.5 acres of possible gardening space (hereinafter referred to in total as "THE GARDEN").

- B. The LICENSEE shall have the right to use, in common with others entitled thereto, the onsite parking lot, located on the side of the South Campus entrance road. No reserved parking is provided as part of this Agreement.
- C. The Agreement shall commence April 1, 2016 or upon Governor and Council approval whichever is later, and shall terminate on December 31, 2018 unless earlier renewed or terminated by either party as provided hereunder.

THIS AGREEMENT IS GRANTED SUBJECT TO THE FOLLOWING CONDITIONS:

- I. The LICENSEE has inspected the condition of the land at the Sununu Center. It is understood and agreed that THE GARDEN is in an "as is" condition without any representation or obligations on the part of the LICENSOR to make any alterations, repairs or improvements.
- II. The LICENSEE shall utilize THE GARDEN solely for the cultivation and production of produce and other edible garden type vegetables for use by the Food Bank.
- III. The hours of operation of THE GARDEN shall be Monday through Friday until 4 PM. Any additional hours of use or occasional weekends shall occur only with the prior approval of the Administrator of the Sununu Youth Services Center.
- IV. The use and occupation of THE GARDEN shall be at the expense of the LICENSEE. The LICENSEE shall protect, repair and maintain THE GARDEN in good working order and condition at its expense and without costs or expense to the LICENSOR. The LICENSEE shall exercise reasonable care in protecting THE GARDEN against damage or destruction by fire, vandalism, theft or other causes by its agents, invitees, and/or volunteers.
- V. The LICENSEE shall work with Sununu Youth Services Center to provide satellite Cooking Matters Programming and seeds/transplants for educational use by the residents of the Sununu Youth Services Center in exchange for use of reasonable amounts of water for THE GARDEN.
- VI. The LICENSEE shall require that each of its volunteers sign its Volunteer Liability Waiver Agreement, which shall be reviewed and approved by the LICENSOR. Copies shall be kept on file for at least one year and available to the LICENSOR upon request. This Agreement shall require volunteer indemnification of the LICENSOR pursuant to use of THE GARDEN.
- VII. The LICENSEE shall develop and distribute Rules and Regulations for all staff members and volunteers. These Rules shall be available on site, with a copy of the Rules and all updates provided immediately to LICENSOR. At a minimum, the Rules shall address the following: (a) gardener's responsibility for site maintenance, (b) operating hours, (c) parking areas, (d) trash

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collection and disposal, (e) possession and use of controlled substances and alcohol, (f) safety and material use, (g) and any other such conditions deemed reasonable to ensure acceptable use of THE GARDEN.

- VIII. Prior to the beginning of each week and throughout the term of this Agreement, the LICENSEE shall provide to the LICENSOR a list of all parties who will be working and/or present at THE GARDEN and the days/times/hours when these parties will be present on the premises and/or THE GARDEN.
- IX. The LICENSEE shall oversee and supervise all volunteers at THE GARDEN, which shall have posted operating hours and which shall be operational during daylight hours only. The LICENSEE agrees to maintain THE GARDEN in a clean and well-maintained manner and shall not allow excessive noise or odor to exist. The LICENSOR shall allow limited composting operations on the site and the LICENSEE shall limit composting to plant material and other acceptable non-toxic materials that may aid in the composting process. The LICENSEE shall prohibit the use of chemical fertilizers, herbicides, pesticides and other toxic materials at THE GARDEN by those persons under its control and/or supervision.
- X. The LICENSEE shall not utilize any volunteers at THE GARDEN who have not been cleared through a CORI criminal background check, unless they are associated with a specific volunteer group such as a corporate, school or church group and only then if supervised directly by a full-time staff member of the LICENSEE.
- XI. With the prior written approval of the LICENSOR, the LICENSEE shall have the right to install temporary signage related to THE GARDEN. These signs shall be unobtrusive and shall be properly maintained by LICENSEE. At the conclusion of this license period, all signs shall be removed by the LICENSEE.
- XII. The LICENSEE shall, at its own expense, promptly repair or replace to the satisfaction of the LICENSOR, property damaged or destroyed by the LICENSEE, its volunteers, staff members or guests, incident to its exercise of the privileges granted. Alternatively, if required by the LICENSOR, the LICENSEE shall pay the LICENSOR money in the amount sufficient to compensate for the loss sustained by the LICENSOR for damage to or destruction of THE GARDEN.
- XIII. No further addition to or alterations or improvement of THE GARDEN shall be made without prior written consent of the LICENSOR, which consent shall not be unreasonably withheld or delayed. Such written request shall fully define the proposed scope of work, name the vendor(s), contractor(s) and detail any and all work proposed at THE GARDEN. The LICENSOR reserves the right to define means, methods, materials and specific contractors to be utilized in performing the work. Any required engineering fees, testing or certificates shall be at the sole expense of the LICENSEE.
- XIV. The LICENSEE shall at all times during the existence of this Agreement, promptly observe and comply with the provisions of all applicable federal, state and local laws, rules, regulations, and standards, and in particular those provisions concerning the protection and enhancement of

Initials: _____

Date: _____



environmental quality, pollution control and abatement, safe drinking water, life safety systems and solid and hazardous waste. Should LICENSEE discover any violations, the LICENSEE shall report these violations immediately to the LICENSOR. The LICENSEE shall, at its own expense, be responsible for any costs incurred as a result of any violation of the aforementioned federal, state and local laws, rules and regulations and standards.

- XV. Any agency of the State of New Hampshire, its officers, agents, employees, and contractors may enter THE GARDEN at all times (with reasonable notice) for any purpose, including inspection, and the LICENSEE shall have no claim on account of such entries against the LICENSOR or the State of New Hampshire or any officer, agent, employee or contractor thereof.
- XVI. The LICENSOR shall not be responsible for damage to property or injuries to persons which may arise from or be attributed, or incident to the exercise of the privileges granted under this Agreement, including the condition or state of repair of THE GARDEN and its use and occupation by the LICENSEE, or from damage to its property, or damage to the property, or injuries to the persons or volunteers of the LICENSEE or any officers, employees, servants, agents, contractors, or others who may be at THE GARDEN at their invitation or the invitation of any one of them arising from activities at THE GARDEN.
- a. The LICENSEE agrees to assume all risk of loss or damage to the property and injury or death to persons by reason of the exercise of the privileges granted herein, and will settle and pay any claims arising out of the use of and occupancy of the land. The LICENSEE expressly waives all claims against the LICENSOR and the State of New Hampshire for any such loss, damage, personal injury or death caused by or occurring by reason of or incident to the possession and/or use of THE GARDEN or as a consequence of the conduct of activities or the performance of responsibilities under this Agreement, unless caused by the LICENSEE'S willful act(s) or negligence.
 - b. The LICENSEE agrees to indemnify, save, hold harmless and defend the LICENSOR and the State of New Hampshire, their officers, employees and agents from and against all suits, claims, losses or actions of any sort resulting from, related to or arising out of any activities conducted under this Agreement and acts or omissions of the LICENSEE, action by the LICENSEE giving rise to liability to the LICENSOR or the State of New Hampshire, civil or criminal, or responsibility under federal, state or local environmental laws. This provision shall survive the expiration or termination of this Agreement and is not intended to waive the State's sovereign immunity, which is hereby reserved by the State.
 - c. During the term and any extension thereof, the LICENSEE shall at it's sole expense, obtain and maintain in force the following insurance with respect to THE GARDEN and the property of which THE GARDEN is a part: comprehensive general liability insurance against all claims of bodily injury, death or property damage occurring on (or claimed to have occurred on), in or about the Premises. Such insurance is to provide minimum insured coverage conforming to: General Liability coverage of not less than one million (\$1,000,000) per occurrence and not less than three million (\$3,000,000) general

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aggregate; with coverage of Excess/Umbrella Liability of not less than one million (\$1,000,000).

- d. The policies described 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. Each certificate(s) of insurance shall contain a clause requiring the insurer to endeavor to provide the LICENSOR no less than ten (10) days prior written notice of cancellation or modification of the policy. The LICENSEE shall deposit with the LICENSOR certificates of insurance for all insurance required under this Agreement, (or for any Extension or Amendment thereof) which shall be attached and are incorporated herein by reference. During the Term of the Agreement the LICENSEE shall furnish the LICENSOR with certificate(s) of renewal(s) of insurance required under this Agreement no later than fifteen (15) days prior to the expiration date of each of the policies.
- e. Workers Compensation Insurance: To the extent the LICENSEE is subject to the requirements of NH RSA chapter 281-A, LICENSEE 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. The LICENSEE shall furnish the LICENSOR 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 LICENSOR shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for the LICENSEE, or any subcontractor of the LICENSEE, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement

XVII. The parties may mutually agree to renew this Agreement in writing at least 60 days prior to its expiration. If this Agreement is not renewed at least 60 days prior to its expiration, then on or before the expiration date of this Agreement, or within ten (10) business days after its revocation by the LICENSOR, or relinquishment by the LICENSEE, the LICENSEE shall vacate THE GARDEN. LICENSEE shall remove all personal property, including signage, and restore THE GARDEN to the original condition existing at the commencement of this Agreement satisfactory to the LICENSOR, damages beyond the control of the LICENSEE and due to ordinary wear and tear excepted. If the LICENSEE shall fail or neglect to remove its personal property and so restore THE GARDEN to its original condition, then at the option of the LICENSOR, such property shall either become property of the LICENSOR without compensation therefore, or the LICENSOR may cause property to be removed and THE GARDEN to be so restored at the expense of the LICENSEE, and no claim for damage against the LICENSOR or its officers, employees or agents shall be created by or made on account of such removal and restoration work.

XVIII. This Agreement is effective only insofar as the rights of the LICENSEE in THE GARDEN involved are concerned, and the LICENSEE shall obtain such permission as may be necessary on account of any other existing rights.

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XIX. This Agreement shall not be transferred or assigned.

XX. No notice, order, direction, determination, requirement consent and/or approval under this Agreement shall be of any effect unless it is in writing. All notices to be given pursuant to this Agreement shall be addressed, if to the LICENSOR:

LICENSOR

State of New Hampshire
Department of Health and Human Services
129 Pleasant Street
Concord, NH 03301-3857
ATTN: Sheri L. Rockburn, Chief Financial Officer
(603) 271-9501

and if to the LICENSEE to:

LICENSEE

New Hampshire Food Bank
700 East Industrial Park Drive
Manchester, NH 03109
ATTN: Bruce Wilson, Director of Operations
(603) 669-9725, Ext. 142

XXI. The LICENSEE shall not discriminate against any person or volunteers or exclude any persons from participation in the LICENSEE's operations, program or activities conducted at THE GARDEN because of race, color, religion, creed, age, sex, handicap, sexual orientation or national origin and shall take such action to prevent such discrimination. The LICENSEE, by acceptance of this Agreement, hereby gives assurance that the provisions of Title VI of the Civil Rights Act, as amended (42 U.S.C. 200d); the Age Discrimination Act of 1975 (42 U.S.C. 6102); the Rehabilitation Act of 1973, as amended (29 U.S.C. 794) and the Licensor of Defense Directive 5500.11, May 271, 1971, as amended 32 CFR pt 300) will be complied with. Notwithstanding anything contained in this agreement to the contrary, the LICENSEE reserves the right to cancel and nullify this agreement immediately if compliance with this section XXI will cause the LICENSEE to violate any principal, doctrine or teaching of the Roman Catholic Church. In case of such termination all rights and obligations of the parties hereto shall terminate, except for those rights and obligations that specifically survive termination.

XXII. This Agreement, which may be executed in a number of counterparts, each of which shall have been deemed an original, but which shall constitute one and the same instrument, is construed according to the laws of the State of New Hampshire, is to take effect as a sealed instrument, is binding upon, inures to the benefit of, and shall be enforceable by the parties hereto and their respective successors and assigns, and may be canceled, modified or amended only by a written instrument executed and approved by the LICENSOR and the LICENSEE.

Initials: DAR
Date: 1/29/10

- XXIII. This Agreement does not abridge or limit, nor shall it be interpreted as abridging or limiting the sovereign or official immunity to which the State of New Hampshire and its representatives and agents are lawfully entitled.
- XXIV. This Agreement embodies the entire agreement and understanding between the parties hereto and supersedes all prior agreements and understandings relating to the subject matter hereof.
- XXV. The parties hereto do not intend to benefit any third parties, and this Agreement shall not be construed to confer any such benefit.
- XXVI. Notwithstanding paragraph C above, either party may terminate this Agreement upon sixty (60) - days prior written notice to the other at the above address. The LICENSEE understands and acknowledges that this Agreement allows only temporary use of THE GARDEN.
- XXVII. This License shall be effective upon its approval by the Governor and Executive Council of the State of New Hampshire. If approval is withheld, this document shall become null and void, with no further obligation or recourse to either party.

Initials: DMZ
Date: 1/29/16

IN WITNESS WHEREOF; the parties hereto have set their hands as of the day and year first written above.

LICENSOR: THE STATE OF NEW HAMPSHIRE,
DEPARTMENT OF HEALTH AND HUMAN SERVICES

Authorized by: *(Signature)*



Sheri L. Roekburn, Chief Financial Officer
New Hampshire Department of Health and Human Services
Brown Building
129 Pleasant Street
Concord, NH 03301

LICENSEE: NEW HAMPSHIRE FOOD BANK

Authorized by: *(Signature)*



Dominique Rust, Chief Operating Officer
New Hampshire Catholic Charities
215 Myrtle Street
Manchester, NH 03104

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

UPON THIS DATE *(insert full date)* January 29, 2014,

appeared before me *(print full name of notary)* Dominique Rust the

undersigned Jessy Bellard ~~officer~~ personally appeared *(insert Licensee's*

signature) Jessy Bellard, who acknowledged herself to be Dominique Rust, COO of NH Catholic Charities, and that as such Officer, she is authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing herself in the name of the organization.

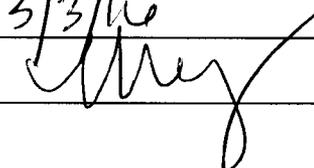
In witness whereof I hereunto set my hand and official seal. *(provide notary signature and seal)*

Initials: DRR
Date: 1/29/14

APPROVALS:

Approved by the Department of Justice as to form, substance and execution:

Approval date: 3/3/16

Approval Attorney:  Megan A. Yapple - Attorney

Approved by the Governor and Executive Council:

Approval date: _____

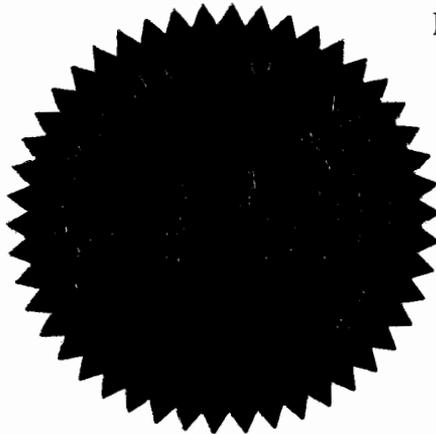
Signature of the Deputy Secretary of State: _____

Initials: DAL
Date: 1/29/16

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 New Hampshire Catholic Charities is a New Hampshire nonprofit corporation formed March 7, 1946. 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 13th day of May A.D. 2015

A handwritten signature in black ink, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State

NEW HAMPSHIRE

Corporation Division

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Receive your Annual Report Notice by email!

You asked and we delivered! To receive your Annual Report Reminder Notice by email, click [here](#) to complete the online request form.

Who needs to file? If your entity is registered as a Corporation, Limited Liability Company, Professional Corporation, Professional LLC, Limited Liability Partnership, New Hampshire Investment Trust, Consumer Cooperative, Cooperative Marketing and Rural Electrification Association, you need to file annually.

Note: You will need your Business Identification Number to enroll. If you do not have it handy, you may easily look it up by using our [Business name Lookup](#) tool.

Search Type: Starting With

Search Criteria: New Hampshire Catholic Charities

Search Date: 2/8/2016

Search Time: 14:19

Click on the Entity Name or Business ID to view more information.

| Entity Name | Business ID | Type | Entity Status | Entity Creation Date |
|--|-------------|------------------------|---------------|----------------------|
| New Hampshire Catholic Charities | 66153 | Non-Profit Corporation | Good Standing | 3/7/1946 |
| THE NEW HAMPSHIRE CATHOLIC CHARITIES, INC. | 66153 | Non-Profit Corporation | Good Standing | 3/7/1946 |

Records Returned 1 to 2

Important Note: The status reflected for each entity on this website only refers to the status of the entity's filing requirements with this office. It does not necessarily reflect the disciplinary status of the entity with any state agency. Requests for disciplinary information should be directed to agencies with licensing or other regulatory authority over the entity.

NEW HAMPSHIRE

Corporation Division

Search
 By Business Name
 By Business ID
 By Registered Agent
 Annual Report
 File Online
 Guidelines
 Name Availability
 Name Appeal Process

Date: 2/8/2016 **Filed Documents**
 (Annual Report History, View Images, etc.)

Business Name History

| Name | Name Type |
|--|------------|
| New Hampshire Catholic Charities | Legal |
| THE NEW HAMPSHIRE CATHOLIC CHARITIES, INC. | Prev Legal |

Non-Profit Corporation - Domestic - Information

Business ID: 66153
Status: Good Standing
Entity Creation Date: 3/7/1946
State of Business.: NH
Principal Office Address: No Address
Principal Mailing Address: 215 Myrtle Street
 PO Box 686
 Manchester NH 03105
Last Annual Report Filed Date: 10/9/2015 11:40:32 AM
Last Annual Report Filed: 2015

Registered Agent

Agent Name:
Office Address: No Address
Mailing Address: No Address

Important Note: The status reflected for each entity on this website only refers to the status of the entity's filing requirements with this office. It does not necessarily reflect the disciplinary status of the entity with any state agency. Requests for disciplinary information should be directed to agencies with licensing or other regulatory authority over the entity.

PO Box 686
Manchester, New Hampshire 03105-0686
T: 603-669-3030/1-800-562-5249
F: 603-626-1252
www.cc-nh.org



Moving Lives Forward

January 28, 2016

New Hampshire Department of Health and Human Services
Division of Juvenile Justice Services and the Sununu Youth Services Center
1056 River Road
Manchester, NH 03104

RE: New Hampshire Catholic Charities, Inc.

To Whom It May Concern:

Please be advised that as the Chair of the Board of Trustees of New Hampshire Catholic Charities, I hereby certify that the enclosed Corporate Resolution dated July 1, 2013 naming the following individuals:

Thomas Blonski, President and CEO
Dominique A. Rust, Vice President and COO
Joanne Hollen, CFO, and
Michael Lehrman, Vice President for Healthcare Services

as authorized agents of the above-referenced Corporation, is still valid and in full effect.

Sincerely in Christ,

A handwritten signature in black ink, appearing to read "P. Libasci", written in a cursive style.

Most Reverend Peter A. Libasci
Bishop of Manchester
Chair of the Board of New Hampshire Catholic Charities, Inc.

NEW HAMPSHIRE CATHOLIC CHARITIES

MEETING OF THE TRUSTEES [July 1, 2013]

BY WRITTEN CONSENT

We, the undersigned, being the Trustees of New Hampshire Catholic Charities ("the Corporation"), hereby consent in writing to the following action:

RESOLVED: That Thomas Blonski as President & CEO, Dominique A. Rust as Vice President & COO, Joanne Hollen as CFO and Michael Lehrman as Vice President for Healthcare Services are hereby authorized as an agent of the Corporation to negotiate, execute and deliver on behalf of the Corporation, any and all contracts, licenses, documents and other business related materials as may be necessary or useful for the ongoing operation of the Corporation, subject to a maximum limit of \$250,000 for the position of President & CEO, and a maximum limit of \$50,000 for the positions of Vice President & COO, CFO and Vice President for Healthcare Services. Commitments in excess of \$250,000 shall require specific approval from the Board of Trustees.

RESOLVED: That Thomas Blonski as President & CEO, Dominique A. Rust as Vice President & COO and Joanne Hollen as CFO are hereby authorized as an agent of the Corporation to establish banking/financial services relationships and open bank/investment or similar accounts in the name of the Company and that, each acting singly on behalf of the Corporation, is authorized to execute such checks, drafts and other documents required to transact the banking/financial services business established pursuant to this resolution.

RESOLVED: That, if the Bank/Financial Institution requires a specific form of resolution in connection with the actions authorized in the foregoing resolution, Thomas Blonski as President & CEO, Dominique A. Rust as Vice President & COO and Joanne Hollen as CFO shall be authorized to execute and deliver the forms of corporate banking/financial institution resolutions from time to time required to effectuate the immediately preceding resolution, copies of which are ordered filed with the official records of the Corporation, as though the same had been presented to the Board of Trustees for approval in connection herewith, the signature of such person thereon to be conclusive evidence of the approval thereof by the authorized signer as so executed.

RESOLVED: That the foregoing resolutions shall remain in effect until revoked by the Corporation's Board of Trustees.

7.1.13

Date



Gary Bouchard
Secretary

STATE OF NEW HAMPSHIRE PROPOSAL AFFIDAVIT FORM

Date: 1/29/16

Company Name: New Hampshire Catholic Charities
Address: 700 East Industrial Park Dr.
Manchester, NH 03109

In accordance with RSA 21-I:11-c, the undersigned person certifies that neither the party offering the proposal nor any of its subsidiaries, affiliates or principal officers (principal officers refers to individuals with management responsibility for the entity or association):

- (1) Has, within the past 2 years, been convicted of, or pleaded guilty to, a violation of RSA 356:2, RSA 356:4, or any state or federal law or county or municipal ordinance prohibiting specified bidding practices, or involving antitrust violations, which has not been annulled;
- (2) Has been prohibited, either permanently or temporarily, from participating in any public works project pursuant to RSA 638:20;
- (3) Has previously provided false, deceptive, or fraudulent information on a vendor code number application form, or any other document submitted to the state of New Hampshire, which information was not corrected as of the time of the filing a bid, proposal, or quotation;
- (4) Is currently debarred from performing work on any project of the federal government or the government of any state;
- (5) Has, within the past 2 years, failed to cure a default on any contract with the federal government or the government of any state;
- (6) Is presently subject to any order of the department of labor, the department of employment security, or any other state department, agency, board, or commission, finding that the applicant is not in compliance with the requirements of the laws or rules that the department, agency, board, or commission is charged with implementing;
- (7) Is presently subject to any sanction or penalty finally issued by the department of labor, the department of employment security, or any other state department, agency, board, or commission, which sanction or penalty has not been fully discharged or fulfilled;
- (8) Is currently serving a sentence or is subject to a continuing or unfulfilled penalty for any crime or violation noted in this section;
- (9) Has failed or neglected to advise the division of any conviction, plea of guilty, or finding relative to any crime or violation noted in this section, or of any debarment, within 30 days of such conviction, plea, finding, or debarment; or
- (10) Has been placed on the debarred parties list described in RSA 21-I:11-c within the past year.

Person offering the proposal has read and fully understands this form.

Authorized Signor's Name Printed Dominique Rust
Authorized Signor's Signature Dominique Rust
Authorized Signor's Title VP + COO

NOTARY PUBLIC/JUSTICE OF THE PEACE
COUNTY: Hillsborough STATE: NH ZIP: 03109

On the 29th day of January, 2016, personally appeared before me, the above named Dominique Rust, in his/her capacity as authorized representative of NH Catholic Charities known to me or satisfactorily proven, and took oath that the foregoing is true and accurate to the best of his/her knowledge and belief.

In witness thereof, I hereunto set my hand and official seal.
Jenny Bell
(Notary Public/Justice of the Peace)
My commission expires: 7/24/18 (Date)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/07/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| | | | | |
|--|--|---|---------------------------|--------|
| PRODUCER Porter & Curtis, LLC 225 State Road Media, PA 19063 | CONTACT NAME: Kiara Lugo | PHONE (A/C, No, Ext): 6108919016 | FAX (A/C, No): 4844457225 | |
| | E-MAIL ADDRESS: Klugo@portercurtis.com | | | |
| INSURED NEW HAMPSHIRE CATHOLIC CHARITIES NH FOOD BANK - INDUSTRIAL DRIVE 700 EAST INDUSTRIAL PARK DRIVE MANCHESTER, NH 03109 | INSURER(S) AFFORDING COVERAGE | | | NAIC # |
| | INSURER A: | THE NATIONAL CATHOLIC RISK RETENTION GROUP, INC | | 10083 |
| | INSURER B: | OLD REPUBLIC INSURANCE COMPANY | | 24147 |
| | INSURER C: | | | |
| | INSURER D: | | | |
| | INSURER E: | | | |

COVERAGES **CERTIFICATE NUMBER:** 365923 Account: 71419-100 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDI INSR | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|----------|---|--|----------|----------------|-------------------------|-------------------------|--|--------------------|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY | | | RRG 10407-19 | 03/01/2016 | 03/01/2017 | EACH OCCURRENCE | \$ 1,000,000 |
| | <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | \$ Included |
| | | | | | | | MED EXP (Any one person) | \$ Not Covered |
| | | | | | | | PERSONAL & ADV INJURY | \$ 1,000,000 |
| | | | | | | | GENERAL AGGREGATE | \$ None Applicable |
| | | | | | | | PRODUCTS - COM/OP AGG | \$ None Applicable |
| | | | | | | | | \$ |
| | GEN'L AGGREGATE LIMIT APPLIES PER | | | | | | | |
| | <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC | | | | | | | |
| | OTHER: | | | | | | | |
| | AUTOMOBILE LIABILITY | | | | | | COMBINED SINGLE LIMIT (Ea accident) | \$ |
| | <input type="checkbox"/> ANY AUTO | | | | | | BODILY INJURY (Per | \$ |
| | <input type="checkbox"/> ALL OWNED AUTOS | <input type="checkbox"/> SCHEDULED AUTOS | | | | | BODILY INJURY (Per accident) | \$ |
| | <input type="checkbox"/> HIRED AUTOS | <input type="checkbox"/> NON-OWNED AUTOS | | | | | PROPERTY DAMAGE (Per accident) | \$ |
| | | | | | | | | \$ |
| B | <input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR | | | 821600 0736710 | 03/01/2016 | 03/01/2017 | EACH OCCURRENCE | \$ 10,000,000 |
| | <input checked="" type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> CLAIMS-MADE | | | | | | AGGREGATE | \$ |
| | <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$ | | | | | | | \$ |
| | WORKERS COMPENSATION AND EMPLOYERS LIABILITY | | | | | | <input type="checkbox"/> PER STATE <input type="checkbox"/> OTH-ER | |
| | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) | <input type="checkbox"/> Y/N | | | | | E.L. EACH ACCIDENT | \$ |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | E.L. DISEASE - EA EMPLOYEE | \$ |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | \$ |
| A | Professional Liability - Non-Medical | | | RRG 10407-19 | 03/01/2016 | 03/01/2017 | \$1,000,000 Each Claim | |
| | Claims Made | | | | | | \$1,000,000 Aggregate | |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
The limits include applicable retentions. Evidence of insurance as respects the use of land at Sununu Youth Services Center, Manchester, for a garden.

CERTIFICATE HOLDER

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
105 PLEASANT STREET
CONCORD, NH 03301

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Kevin A. Curtis

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-----Original Message-----

From: Kiara Lugo [mailto:klugo@PorterCurtis.com]
Sent: Tuesday, January 19, 2016 9:30 AM
To: Bruce Wilson
Cc: Bevlyn Donohue
Subject: FW: FW: Food Bank License/Insurance Certificate

Bruce,

Please note that the liability policy covering the Diocese of Manchester does not have an applicable aggregate limit. Please refer to the "Limits" column on the right-hand side of the certificate where the general aggregate is listed as "None." Not having an aggregate limit provides broader coverage than if there were an aggregate limit specified. The coverage actually surpasses the required \$3,000,000 aggregate limit. We are unable to modify the template because the certificate simply reiterates what is in the policy. The certificate does not change the coverage that is in place.

Please let me know if there is further push back on the certificate requirements.

Thank you!

Best regards,
Kiara Lugo
Kiara Lugo
Risk Analyst
Porter & Curtis, LLC
PH: 610-891-9016
FX: 484-445-7225

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