



Nicholas A. Toumpas
Commissioner

Stephen J. Mosher
Chief Financial Officer

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

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

May 8, 2013

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 upon Governor and Executive Council approval through November 15, 2015. 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 8.4 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
and the Honorable Council
May 8, 2013
Page 2

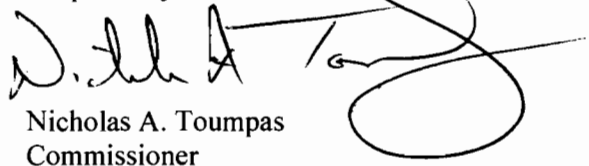
The land shall be utilized solely for the cultivation and production of produce and other edible garden type vegetables. The Food Bank will also provide satellite Cooking Matters Programming and seeds/transplants for educational use by the resident of the Sununu Youth Services Center in exchange for 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,


Nicholas A. Toumpas
Commissioner

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

This agreement is made this 10th day of May, 2013 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 78.4 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.
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, 2013 or upon Governor and Council approval, whichever is later, and terminating November 15, 2015 with dates of operation: April 1, 2013 through November 15, 2013; April 1, 2014 through November 15, 2014; and April 1, 2015 through November 15, 2015, subject to the following conditions. The garden area of land is located on the front corner of the 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

Initials: ONE

Date: 5/10/13

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, 2013 or upon Governor and Council approval whichever is later, and shall terminate on November 15, 2015 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 Saturdays 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 collection and disposal, (e) possession and use of controlled substances and alcohol, (f) safety and

Initials: DMK
Date: 5/10/13

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 environmental quality, pollution control and abatement, safe drinking water, life safety systems

Initials: DAE
Date: 5/10/13

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

Initials: DAR
 Date: 5/10/13

- 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.

XIX. This Agreement shall not be transferred or assigned.

Initials: DATE
Date: 5/10/13

- 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: Stephen J. Mosher, Chief Financial Officer
(603) 271-9291

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.
- 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.

Initials: DM
Date: 5/10/13

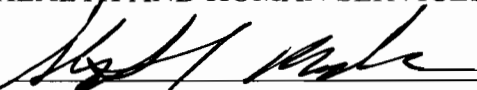
- XXIV. This Agreement embodies the entire agreement and understanding between the parties hereto and supersedes all prior agreements and understandings relating to the subject matter hereof.
- XXV. The parties hereto do not intend to benefit any third parties, and this Agreement shall not be construed 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: DM
Date: 5/10/13

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)



Stephen J. Mosher, 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) May 10, 2013,

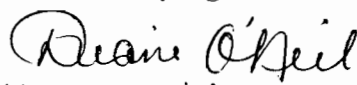
appeared before me (print full name of notary) Diane O'Neil the

undersigned officer personally appeared (insert Licensee's

signature) Dominique Rust, 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)


My commission expires: 2/22/2017

Initials: DAR
Date: 5/10/13

APPROVALS:

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

Approval date: 5/10/2013

Approval Attorney: Rose M. Ephraim

Approved by the Governor and Executive Council:

Approval date: _____

Signature of the Deputy Secretary of State: _____

Initials: DAK
Date: 5/10/13

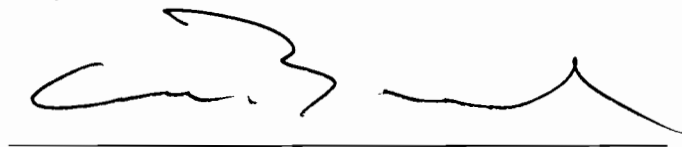
New Hampshire Catholic Charities

Certified Corporate Resolution

I, Gary Bouchard, Secretary of NH Catholic Charities, a corporation organized and existing under the laws of the State of New Hampshire ("the Company"), do hereby certify that the following is a true and correct copy of a resolution duly adopted at a meeting of the Board of Trustees of the Company duly held and convened on May 7, 2013, at which meeting a duly constituted quorum of the Board of Trustees was present and acting throughout and that such resolution has not been modified, rescinded or revoked and is at present in full force and effect.

RESOLVED: That Dominique A. Rust, the Vice President and COO, is empowered and authorized to execute and deliver in the name and on behalf of this Company a certain License for Use agreement with the State of New Hampshire, Department of Health and Human Services, and to affix the corporate seal [if applicable].

IN WITNESS WHEREOF, the undersigned has affixed his/her signature and the corporate seal of the Company this 7th day of May, 2013.

A handwritten signature in black ink, appearing to read 'Gary Bouchard', is written over a horizontal line.

Secretary

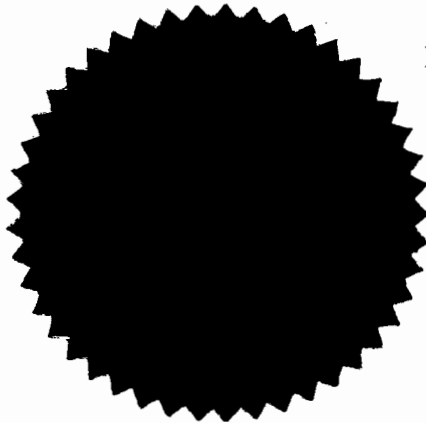
[Corporate Seal or "L.S. "]

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 Food Bank is a New Hampshire trade name registered on January 16, 1995 and that New Hampshire Catholic Charities presently own(s) this trade name. I further certify that it is in good standing as far as this office is concerned, having 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 23rd day of April, A.D. 2013

A handwritten signature in black ink, appearing to read "William M. Gardner", written in a cursive style.

William M. Gardner
Secretary of State



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/17/2013

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: Christine Sears
	PHONE (A/C, No, Ext): 6108917956 FAX (A/C, No): 4844457166
	E-MAIL ADDRESS: cssears@portercurtis.com
	INSURER(S) AFFORDING COVERAGE
INSURED NH FOOD BANK - INDUSTRIAL DRIVE 700 EAST INDUSTRIAL PARK DRIVE MANCHESTER, NH 03109	INSURER A: THE NATIONAL CATHOLIC RISK RETENTION GROUP, INC
	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:
	INSURER F:

COVERAGES**CERTIFICATE NUMBER:** 324479

Account: 71419-100

REVISION NUMBER:

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	GENERAL LIABILITY			RRG 10407-16	03/01/2013	03/01/2014	EACH OCCURRENCE \$ 1,000,000
	☒ COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$
	☐ CLAIMS MADE ☒ OCCUR						MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$
							PRODUCTS - COMP/OP AGG \$
	GEN'L AGGREGATE LIMIT APPLIES						\$
	☐ POLICY ☐ PRO-JECT ☐ LOC						
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	☐ ANY AUTO						BODILY INJURY (Per \$
	☐ ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	☐ HIRED AUTOS						PROPERTY DAMAGE (Per accident) \$
	☐ SCHEDULED AUTOS						
A	UMBRELLA LIAB ☒ OCCUR			XS 10407-16	03/01/2013	03/01/2014	EACH OCCURRENCE \$ 4,000,000
	☒ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE \$
	☐ DED ☐ RETENTION						\$
A	WORKERS COMPENSATION AND EMPLOYERS LIABILITY			RRG 10407-16	03/01/2013	03/01/2014	WC STATU-TORY LIMITS ☐ OTH-ER ☐
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐						E.L. EACH ACCIDENT \$
	(Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability - Non-Med			RRG 10407-16	03/01/2013	03/01/2014	\$1,000,000 Each Claim \$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 HOLDERSTATE 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