Primex³
NH Public Risk Management Exchange

Bow Brook Place
46 Donovan Street
Concord, NH 03301-2624

(603) 225-2841
(800) 698-2364

www.nhprimex.org

RECEIVED

July 25, 2016

Town of North Hampton
Janet Facella, Administrative Assistant
233 Atlantic Avenue
North Hampton, NH 3862

RE: Thank You

Dear Janet,

On behalf of Primex³, I want to personally thank you for your recent decision to continue your partnership with us for the Property & Liability and Workers' Compensation Programs through June 30, 2019. Our goal is to provide members with the best service, value and coverage, and we recognize the trust you have placed in us by choosing to participate in the Contribution Assurance Program (CAP).

We strive to ensure that our organization and employees continually demonstrate our partnership through actions that are consistent with our Mission, Vision, and Values as listed below:

Mission: To be a predictable, stable, and creative partner in helping members meet their risk management needs.
Vision: Primex³ will be known as the most trusted provider of exceptional products and services.
Values: Trust. Excellence. Service.

I'm confident our organizational philosophy will be demonstrated each time we are in contact with each other. I look forward to our continued partnership for years to come, and please, never hesitate to give me a call if I can be of assistance to you.

Sincerely,

Ty Gagne
Chief Executive Officer

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ook Place
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www.nhprimex.org

RECEIVED

June 9, 2016

Janet Facella, Administrative Assistant
Town of North Hampton
233 Atlantic Ave
North Hampton, NH 03862

RE: **Contribution Assurance Program (CAP)** for FY 2018 and FY 2019 for the Workers' Compensation Program

Dear Jan:

Primex^3 is pleased to offer the **North Hampton, Town of** the option of participating in the **Contribution Assurance Program (CAP)** for the next two coverage period years. **For members who have demonstrated commitment to the Primex^3 pool, CAP provides stability by creating a limit on your Workers' Compensation contributions for future renewals.**

The following years qualify for the Workers' Compensation **Contribution Assurance Program (CAP):**

FY 2018 July 1, 2017 to June 30, 2018
(maximum 10% increase over July 1, 2016 to June 30, 2017 contribution)

FY 2019 July 1, 2018 to June 30, 2019
(maximum 10% increase over July 1, 2017 to June 30, 2018 contribution)

Based on your performance, we are pleased to offer you a **CAP** Agreement that provides you the opportunity to participate in **CAP** until June 30, 2019. (See enclosed **CAP** Agreement and Resolution.) **Please return your executed CAP Agreement and Resolution on or before July 29, 2016** to ensure budgetary peace of mind for the next two renewals.

The percentage listed is a maximum. Actual increases will not exceed that percentage, but could actually be lower, based on each member's and the pool's risk management performance and exposure changes. Performance still impacts contribution amounts, so it remains important for both Primex^3 and our members to leverage our partnership to effectively manage risks and any claims that occur.

Our goal has always been to provide members with the best programs at the best value. Now, add the best long-term contribution assurance and you have a commitment like no other. **CAP** provides predictable contributions in the Workers' Compensation Program that you and your taxpayers can count on for budgetary stability.

Please contact me or your Member Services Consultant with questions at 800-698-2364.

Sincerely,

Carl Weber
Director of Member Services

Primex³
NH Public Risk Management Exchange

Primex³
Contribution
Assurance Program

Workers' Compensation Program

Contribution Assurance Program (CAP) Agreement

THIS AGREEMENT AMENDS AND EXTENDS YOUR MEMBERSHIP AGREEMENT

PLEASE READ CAREFULLY

Primex³ is offering members in our **Workers' Compensation Program** an opportunity to stabilize their annual contributions through participation in our Contribution Assurance Program (**CAP**). **CAP** is offered to members who qualify, providing them predictability by limiting the annual contribution increase during a defined period of years (**CAP Period**). By signing this Agreement, you agree to extend your Membership Agreement for **two (2) years** and Primex³ agrees to guarantee that your annual contribution increase will not exceed ten percent (10%) of the prior year's contribution. Because performance matters with Primex³, you may realize an annual increase that is less than the **CAP** through sound risk management and stable underwriting exposures. The annual member contribution will be based upon your exposure base, members' loss experience, and the rates established each year by the Primex³ Board of Trustees.

We are offering this opportunity so that our members can extend their commitment to pooling through the Primex³ programs. Participation in **CAP** for each year of the **CAP Period** is conditioned upon a two-year commitment to participation in the Primex³ Workers' Compensation Program.

The following **CAP Period** years qualify for the Contribution Assurance Program (**CAP**):

FY 2018 July 1, 2017 to June 30, 2018
(maximum 10% increase over July 1, 2016 to June 30, 2017 contribution)

FY 2019 July 1, 2018 to June 30, 2019
(maximum 10% increase over July 1, 2017 to June 30, 2018 contribution)

By signing this Agreement, the **Town of North Hampton** agrees to extend its risk pool membership and participation in the Primex³ **Workers' Compensation Program** for two coverage period years, through **June 30, 2019**. The North Hampton, Town of agrees and understands it remains bound by and subject to the terms and conditions of the Membership Agreement, Public Entity Coverage Documents and Trust Agreement, and all Trust by-laws, policies and procedures.

The **Town of North Hampton** agrees that the ten percent (10%) maximum increase currently available for this **CAP Period** does not apply to any other year or period of years, and upon expiration of the **CAP Period** in this Agreement, any subsequent participation in a Primex³ **CAP** will be subject to underwriting review, membership criteria, **CAP** criteria, determination of contribution and the maximum increase in place for the subsequent **CAP Period**.

The **Town of North Hampton** further acknowledges that by extending its Membership Agreement for two (2) coverage period years, the Public Entity Coverage Documents, General Conditions Section (L) ("Terminating Participation in Our Program(s)") is suspended during year one (1) of the two (2) year term, as there is no right to cancel or terminate during year one (1) but shall be reinstated for the end of year two (2).

Town of North Hampton
May 26, 2016
WC-2019-10-2

The **Town of North Hampton** agrees that failure to provide notice in strict accordance with the Public Entity Coverage Documents, General Conditions Section (L) shall result in automatic renewal of risk management pool membership and continuation in the Primex^3 Workers' Compensation Program, but not continuation of **CAP** which must be separately offered and accepted.

Primex^3 acknowledges that the Member is a NH public entity which receives budgetary authorization for appropriations from an annual meeting of its legislative body and pertains to a fiscal year which commences on the following January 1 or July 1, of any given year. The Member also acknowledges that it is legally required to carry insurance coverage. As such, if the legislative body, at such annual meeting for any years that are within the anticipated term of the contract, fails to approve such appropriation, and there are no other lawful means of funding the coverage, this contract may be terminated by the Member by notice to Primex^3 made within 30 days of the legislative action at which such funding initiative was defeated and such cancellation shall be effective as of the commencement on the following fiscal year or on the anniversary of the policy, whichever first occurs.

The Member, however, agrees that it shall seek the requisite appropriations in good faith and that the availability of lower cost or otherwise preferable coverage alternatives during the term of this Agreement shall not constitute a good faith and permissible basis on which to fail to pursue the appropriations or assert that appropriations are unavailable. In the event of an early termination, the Member agrees to return the difference between the **CAP** increase and the uncapped contribution.

By affixing my signature below, I am attesting, representing and warranting that I am a duly authorized representative of the governing body of the Town of North Hampton with legal authority to contractually bind the **Town of North Hampton** to the terms of this Agreement, and that I understand the commitment being made to membership in the Primex^3 risk management pool and participation in the Workers' Compensation Program.

Authorized Representative of the Governing Body	Town Administrator Title	6-17-16 Date
Paul L. Apple Print Name		

Primex³
NH Public Risk Management Exchange

Primex³
Contribution Assurance Program

RESOLUTION TO ENTER PRIMEX³
Workers' Compensation Contribution Assurance Program (CAP)

RESOLVED: To hereby accept the offer of the New Hampshire Public Risk Management Exchange (Primex³) to enter into its **Workers' Compensation Contribution Assurance Program (CAP)** as of the date of the adoption of this resolution, and to be contractually bound to all of the terms and conditions of Primex³ risk management pool membership during the term of the **Workers' Compensation Contribution Assurance Program (CAP)**. The coverage provided by Primex³ in each year of membership shall be as then set forth in the Coverage Documents of Primex³.

I attest that the foregoing is a true copy of the Resolution of the Governing Board of the Town of North Hamptonadopted on 6/22/16

The No. Hampton Select Bd.

Board: CHAIR: Jim Maggiore
Title of Board

Signature: _____

Name: Jim Maggiore

Title: Chair duly authorized

Date: 6/22/16

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RECEIVED
JUN 13 2016

June 9, 2016

Janet Facella, Administrative Assistant
Town of North Hampton
233 Atlantic Ave
North Hampton, NH 03862

RE: **Contribution Assurance Program (CAP)** for FY 2018 and FY 2019 for the Property & Liability Program

Dear Jan:

Primex³ is pleased to offer the **North Hampton, Town of** the option of participating in the **Contribution Assurance Program (CAP)** for the next two coverage period years. **For members who have demonstrated commitment to the Primex³ pool, CAP provides stability by creating a limit on your Property & Liability contributions for future renewals.**

The following years qualify for the Property & Liability **Contribution Assurance Program (CAP):**

FY 2018 July 1, 2017 to June 30, 2018
(maximum 9% increase over July 1, 2016 to June 30, 2017 contribution)

FY 2019 July 1, 2018 to June 30, 2019
(maximum 9% increase over July 1, 2017 to June 30, 2018 contribution)

Based on your performance, we are pleased to offer you a **CAP** Agreement that provides you the opportunity to participate in **CAP** until June 30, 2019. (See enclosed **CAP** Agreement and Resolution.) **Please return your executed CAP Agreement and Resolution on or before July 29, 2016** to ensure budgetary peace of mind for the next two renewals.

The percentage listed is a maximum. Actual increases will not exceed that percentage, but could actually be lower, based on each member's and the pool's risk management performance and exposure changes. Performance still impacts contribution amounts, so it remains important for both Primex³ and our members to leverage our partnership to effectively manage risks and any claims that occur.

Our goal has always been to provide members with the best programs at the best value. Now, add the best long-term contribution assurance and you have a commitment like no other. **CAP** provides predictable contributions in the Property & Liability Program that you and your taxpayers can count on for budgetary stability.

Please contact me or your Member Services Consultant with questions at 800-698-2364.

Sincerely,

Carl Weber
Director of Member Services

Primex³
NH Public Risk Management Exchange

Primex³
Contribution
Assurance Program

Property & Liability Program

Contribution Assurance Program (CAP) Agreement

THIS AGREEMENT AMENDS AND EXTENDS YOUR MEMBERSHIP AGREEMENT
PLEASE READ CAREFULLY

Primex³ is offering members in our **Property & Liability Program** an opportunity to stabilize their annual contributions through participation in our Contribution Assurance Program (**CAP**). **CAP** is offered to members who qualify, providing them predictability by limiting the annual contribution increase during a defined period of years (**CAP Period**). By signing this Agreement, you agree to extend your Membership Agreement for **two (2) years** and Primex³ agrees to guarantee that your annual contribution increase will not exceed nine percent (9%) of the prior year's contribution. Because performance matters with Primex³, you may realize an annual increase that is less than the **CAP** through sound risk management and stable underwriting exposures. The annual member contribution will be based upon your exposure base, members' loss experience, and the rates established each year by the Primex³ Board of Trustees.

We are offering this opportunity so that our members can extend their commitment to pooling through the Primex³ programs. Participation in **CAP** for each year of the **CAP Period** is conditioned upon a two-year commitment to participation in the Primex³ Property & Liability Program.

The following **CAP Period** years qualify for the Contribution Assurance Program **(CAP)**:

FY 2018 July 1, 2017 to June 30, 2018
(maximum 9% increase over July 1, 2016 to June 30, 2017 contribution)

FY 2019 July 1, 2018 to June 30, 2019
(maximum 9% increase over July 1, 2017 to June 30, 2018 contribution)

By signing this Agreement, the **Town of North Hampton** agrees to extend its risk pool membership and participation in the Primex³ **Property & Liability Program** for two coverage period years, through **June 30, 2019**. The **Town of North Hampton** agrees and understands it remains bound by and subject to the terms and conditions of the Membership Agreement, Public Entity Coverage Documents and Trust Agreement, and all Trust by-laws, policies and procedures.

The**Town of North Hampton** agrees that the nine percent (9%) maximum increase currently available for this **CAP Period** does not apply to any other year or period of years, and upon expiration of the **CAP Period** in this Agreement, any subsequent participation in a Primex³ **CAP** will be subject to underwriting review, membership criteria, **CAP** criteria, determination of contribution and the maximum increase in place for the subsequent **CAP Period**.

The **Town of North Hampton** further acknowledges that by extending its Membership Agreement for two (2) coverage period years, the Public Entity Coverage Documents, General Conditions Section (L) ("Terminating Participation in Our Program(s)") is suspended during year one (1) of the two (2) year term, as there is no right to cancel or terminate during year one (1) but shall be reinstated for the end of year two (2).

Town of North Hampton
May 27, 2016
PL-2019 09 2

The **Town of North Hampton** agrees that failure to provide notice in strict accordance with the Public Entity Coverage Documents, General Conditions Section (L) shall result in automatic renewal of risk management pool membership and continuation in the Primex^3 Property & Liability Program, but not continuation of **CAP** which must be separately offered and accepted.

Primex^3 acknowledges that the Member is a NH public entity which receives budgetary authorization for appropriations from an annual meeting of its legislative body and pertains to a fiscal year which commences on the following January 1 or July 1, of any given year. The Member also acknowledges that it is legally required to carry insurance coverage. As such, if the legislative body, at such annual meeting for any years that are within the anticipated term of the contract, fails to approve such appropriation, and there are no other lawful means of funding the coverage, this contract may be terminated by the Member by notice to Primex^3 made within 30 days of the legislative action at which such funding initiative was defeated and such cancellation shall be effective as of the commencement on the following fiscal year or on the anniversary of the policy, whichever first occurs.

The Member, however, agrees that it shall seek the requisite appropriations in good faith and that the availability of lower cost or otherwise preferable coverage alternatives during the term of this Agreement shall not constitute a good faith and permissible basis on which to fail to pursue the appropriations or assert that appropriations are unavailable. In the event of an early termination, the Member agrees to return the difference between the **CAP** increase and the uncapped contribution.

By affixing my signature below, I am attesting, representing and warranting that I am a duly authorized representative of the governing body of the **Town of North Hampton** with legal authority to contractually bind the **Town of North Hampton** to the terms of this Agreement, and that I understand the commitment being made to membership in the Primex^3 risk management pool and participation in the Property & Liability Program.

	Town Administrator	6-16-16
Authorized Representative of the Governing Body	Title	Date

Paul L. Apple
Print Name

Primex³
NH Public Risk Management Exchange

Primex³
Contribution
Assurance Program

RESOLUTION TO ENTER PRIMEX³
Property & Liability Contribution Assurance Program (CAP)

RESOLVED: To hereby accept the offer of the New Hampshire Public Risk Management Exchange (Primex³) to enter into its **Property & Liability Contribution Assurance Program (CAP)** as of the date of the adoption of this resolution, and to be contractually bound to all of the terms and conditions of Primex³ risk management pool membership during the term of the **Property & Liability Contribution Assurance Program (CAP)**. The coverage provided by Primex³ in each year of membership shall be as then set forth in the Coverage Documents of Primex³.

I attest that the foregoing is a true copy of the Resolution of the Governing Board of the **Town of North Hampton** adopted on 6/22/16.

The No Hampton Select Bd.

Board: CHAIR: Jim Maggiore
Title of Board

Signature: _____

Name: Jim Maggiore

Title: Chair duly authorized

Date: 6/22/16

Town of North Hampton
May 27, 2016
PL-2019 09-2