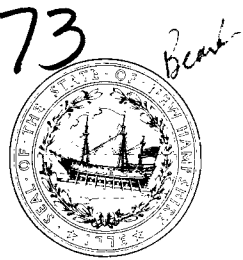




The State of New Hampshire  
**DEPARTMENT OF ENVIRONMENTAL SERVICES**

**Thomas S. Burack, Commissioner**



September 17, 2013

Her Excellency, Governor Margaret Wood Hassan  
and The Honorable Council  
State House  
Concord, NH 03301

*Sole Source  
Retroactive*

**REQUESTED ACTION**

Authorize the Department of Environmental Services to **retroactively** amend a **sole source** agreement (PO# 7000462) with the City of Rochester, (VC# 177467), Rochester, N.H., for the design, permitting and engineering of the Gonic Dam and Gonic Sawmill Dam removal project by changing the Scope of Services and extending the completion date from June 30, 2013 to December 31, 2014, upon G&C approval. This is a no cost time extension. The original contract was approved by G&C on June 8, 2011, Item #62. 19% Federal funds, 81% Capital (general) Fund.

**EXPLANATION**

This contract amendment changes the Scope of Services by replacing existing tasks related to dam removal permitting with a new task: allowing the City to hire a qualified environmental scientist to conduct a Phase II Environmental Site Assessment (ESA) of the abandoned Gonic Sawmill site. **Retroactive** approval is being sought because this amendment could not be enacted until after the Phase I- ESA of the Gonic Sawmill site was published on June 27, 2013, the results of which stated that a Phase II ESA is warranted to further evaluate whether the abandoned Gonic Sawmill site is contaminated. The Phase II ESA is a critical path item of the dam removal design and permitting project. Funding for this agreement is from capital appropriations for dam repairs, removal, and reconstruction as well as from a grant that DES received from the US Fish and Wildlife Service (USFWS) to restore free flowing rivers and improve fish passage to the Cocheco River. This request is identified as a **Sole Source** agreement because the grant from USFWS specified this pass-through funding for this project only; it can not be used for any other purpose.

Both the Gonic Dam (GD) and the Gonic Sawmill Dam (GSD) on the Cocheco River are structurally deficient, no longer serve their original design intent, and have letters of deficiency from the DES Dam Bureau. DES and the City of Rochester have been pursuing the removal of these dams since 2005.

The original agreement would have resulted in engineering and permitting documents to support the removal of both the GD and GSD. Part-way through implementation of the original Scope of Services however, project partners confirmed that the GSD and an adjacent parcel, a former Sawmill site, had no known owner. The dam removal project cannot proceed until ownership is



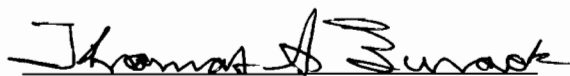
Her Excellency, Governor Margaret Wood Hassan  
and The Honorable Council  
Page 2

resolved; therefore, the engineering and permitting process was put on-hold until ownership could be determined.

The City of Rochester has expressed a possible willingness to take the Sawmill site for back taxes; however, City officials need more information about the existing conditions of this parcel before making this decision. A Phase I- ESA conducted in June 2013 revealed that the historical use of the Sawmill site warrant Phase II testing, which entails soil sampling to determine the presence, type, and extent of contamination.

To date, DES has spent \$26,813 of the total agreement amount of \$80,000. In the event that federal funds become no longer available, general funds will not be requested to support the project. This amendment has been approved by the Office of the Attorney General as to form, execution and content.

We respectfully request your approval.

  
Thomas S. Burack, Commissioner



**Agreement for Services with the City of Rochester, N.H.**  
Amendment No. 1

This Agreement (hereinafter called the "Amendment") is by and between the State of New Hampshire, acting by and through its Department of Environmental Services (hereinafter referred to as the "State") and the City of Rochester, N.H., acting by and through City Manager, Daniel Fitzpatrick (hereinafter referred to as the "Grantee").

WHEREAS, pursuant to an Agreement (hereinafter called the "Agreement") approved by the Governor and Council on June 8, 2011, the Grantee agreed to perform certain services upon the terms and conditions specified in the Agreement and in consideration of payment by the State of certain sums as specified therein; and

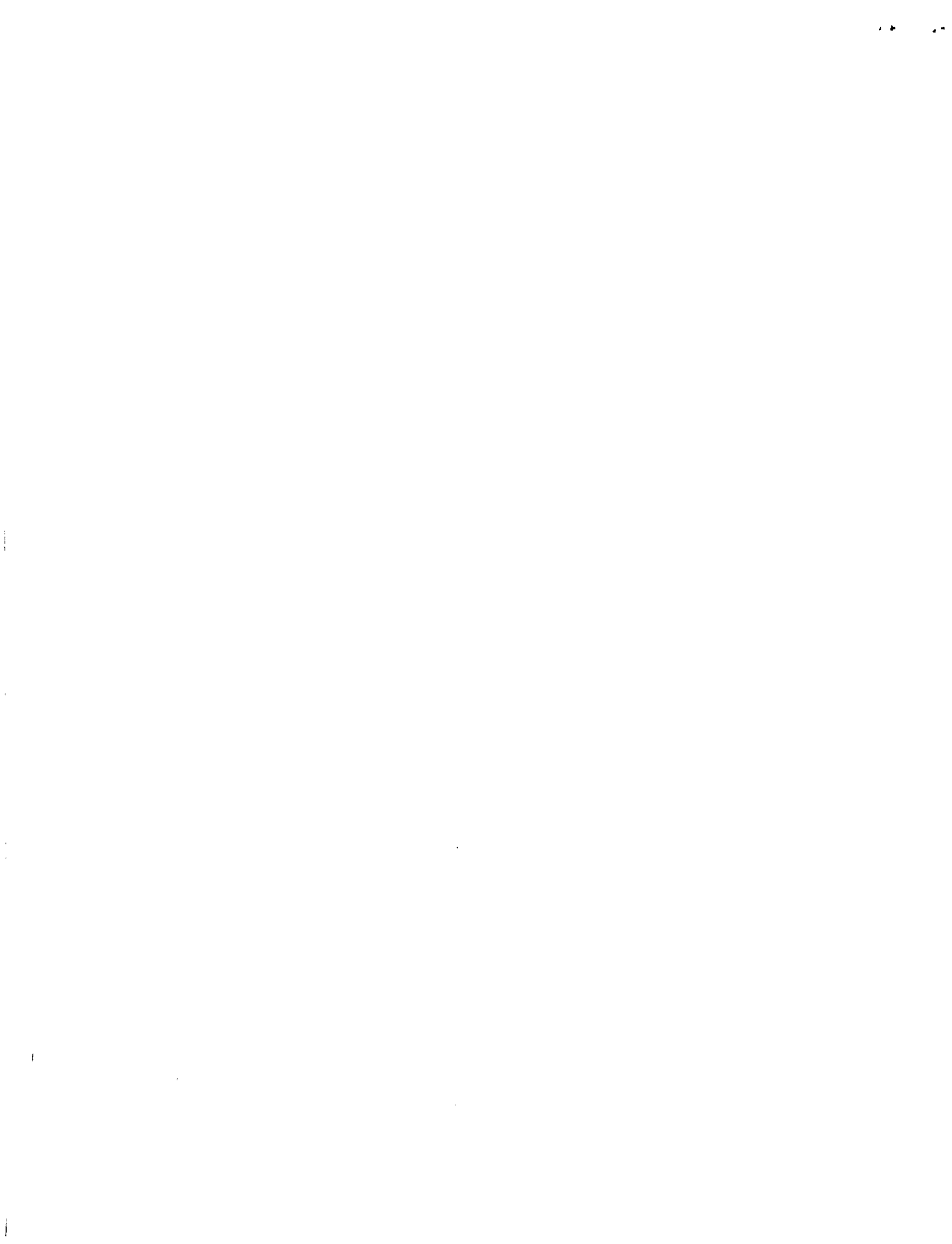
WHEREAS, The Grantee and the State have agreed to amend the Agreement in certain respects;

NOW THEREFORE, in consideration of the foregoing, and the covenants and conditions contained in the Agreement and set forth herein, the parties hereto do hereby agree as follows:

1. Amendment and Modification of Agreement: The Agreement is hereby amended as follows:
  - (A) The Completion Date as set forth in sub-paragraph 1.6 of the Agreement shall be changed from June 30, 2013 to December 31, 2014.
  - (B) The Scope of Services as set forth in Exhibit A shall be amended to delete the following existing tasks:
    - Task 070.0 Prepare Request for Proposals, Solicit Bids, Subconsultant to Locate Sewer Line
    - Task 090.0 NHDES Permit Applications
    - Task 010.0 USACE Permit Application
    - Task 130.0 Engineers Estimate of Probable Cost
  - (C) The Scope of Services as set forth in Exhibit A shall be amended to include the following additional task:

Task 90.1- Environmental Site Assessment (ESA)- Phase II. This task will enable the Grantee to proceed with a Phase II ESA that will evaluate sub-surface conditions to adequately describe the presence, type, and extent of possible contamination at the 8.3 acre Gonic Sawmill site. This task shall include an approved scope of work from a qualified environmental scientist and an approved soil sampling plan that conforms with state and federal guidelines. In addition,

Contactor Initials DMF TSB  
Date \_\_\_\_\_



this task shall result in a final report that provides: a summary of soil sample results, a discussion of the results, and a conclusion with recommended next steps.

2. Effective Date of Amendment: This Amendment shall take effect upon the date of approval of this Amendment by the Governor and Executive Council of the State of New Hampshire.
3. Continuance of Agreement: Except as specifically amended and modified by the terms and conditions of this Amendment, the Agreement, and the obligations of the parties thereunder, shall remain in full force and effect in accordance with the terms and conditions set forth therein.

Contactor Initials DWF  
Date \_\_\_\_\_



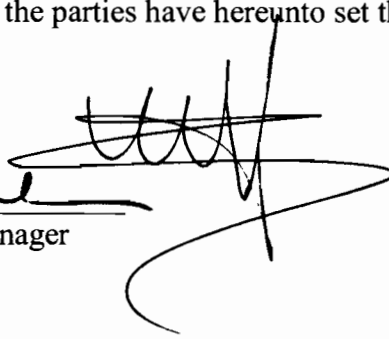


IN WITNESS WHEREOF, the parties have hereunto set their hands as of the day and year first above written.

City of Rochester, New Hampshire

By

D. W. Fitzpatrick  
Daniel Fitzpatrick, City Manager



STATE OF NEW HAMPSHIRE  
COUNTY OF STRAFFORD

On this the 7<sup>th</sup> day of August, 2013 before the undersigned officer, personally appeared Daniel Fitzpatrick, City Manager who acknowledged himself to be the person who executed the foregoing instrument for the purpose therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Kelly Walters  
enter name notary public/JOP,

My Commission Expires:date

**KELLY A. WALTERS**  
Notary Public - New Hampshire  
My Commission Expires January 26, 2017

THE STATE OF NEW HAMPSHIRE  
Department of Environmental Services

By

Thomas S. Burack  
Thomas S. Burack, NHDES Commissioner

Approved by Attorney General this 30 day of Sept, 2013

OFFICE OF ATTORNEY GENERAL

By





**CERTIFICATE OF AUTHORITY**

I, Kelly Walters, City Clerk for the City of Rochester, New Hampshire do hereby certify that: (1) The City Council voted to accept funds and enter into a contract with the New Hampshire Department of Environmental Services; (2) The City Council further authorized the City Manager to execute any documents which may be necessary for this contract; (3) This authorization has not been revoked, annulled, or amended in any manner whatsoever, and remains in full force and effect as of the date hereof; and (4) the following now occupies the office indicated above:

Daniel Fitzpatrick

IN WITNESS WHEREOF, I have hereunto set my hand as the City Clerk of Rochester, New Hampshire this 15<sup>th</sup> day of August, 2013

Kelly Walters  
Kelly Walters, City Clerk

STATE OF NEW HAMPSHIRE  
COUNTY OF STRAFFORD

On this the 15<sup>th</sup> day of August, 2013, before me Nancy M. Carignan, the undersigned officer, personally appeared Kelly Walters, City Clerk, who acknowledged herself/himself to be the City Clerk for the City of Rochester, being authorized to do so, executed the foregoing instrument for the purpose therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Nancy M. Carignan  
Justice of the Peace/Notary Public  
Commission Expiration Date:

(Seal)

**NANCY M. CARIGNAN**  
**Notary Public - New Hampshire**  
**My Commission Expires May 9, 2017**



## CERTIFICATE OF COVERAGE

This certificate evidences the limits of liability in effect at the inception of the Member Agreement(s) described below. This certificate is issued as a matter of information only and confers no rights on the certificate holder and does not amend, extend or alter the coverage afforded by the Member Agreement(s); except to the extent provided in the additional covered party box or loss payee box below, if checked.

THIS IS TO CERTIFY THAT THE MEMBER NAMED BELOW IS A PARTICIPATING MEMBER OF COMPANY A AND THAT A MEMBER AGREEMENT(S) HAS BEEN ISSUED TO THE MEMBER FOR THE AGREEMENT TERM(S) 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 COVERAGE AFFORDED BY THE MEMBER AGREEMENT(S) IS SUBJECT TO ALL THE EXCLUSIONS, EXTENSIONS, TERMS AND CONDITIONS OF SUCH MEMBER AGREEMENT(S). AGGREGATE LIMITS MAY HAVE BEEN REDUCED BY PAID CLAIMS.

<b>Participating Member:</b> City of Rochester <b>Member Number:</b> 017-070199 - 14		<b>Company Affording Coverage (the "Company"):</b>  Local Government Center Property-Liability Trust, LLC PO Box 2008, Concord, NH 03302-2008													
Coverage (Occurrence basis only):	Effective Date (mm/dd/yy)	Expiration Date (mm/dd/yy)	Limits (subject to applicable NH statutory limits)												
<input checked="" type="checkbox"/> General Liability (Member Agreement Section III.A)	7/1/2013	6/30/2014	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>Each Occurrence</td><td style="text-align: right;">\$ 5,000,000</td></tr> <tr><td>General Aggregate</td><td style="text-align: right;">\$</td></tr> <tr><td>Personal &amp; Adv Injury</td><td style="text-align: right;">\$</td></tr> <tr><td>Med Exp (any one person)</td><td style="text-align: right;">\$</td></tr> <tr><td>Products -Comp/Op Agg</td><td style="text-align: right;">\$</td></tr> <tr><td>Fire Damage (each fire)</td><td style="text-align: right;">\$</td></tr> </table>	Each Occurrence	\$ 5,000,000	General Aggregate	\$	Personal & Adv Injury	\$	Med Exp (any one person)	\$	Products -Comp/Op Agg	\$	Fire Damage (each fire)	\$
Each Occurrence	\$ 5,000,000														
General Aggregate	\$														
Personal & Adv Injury	\$														
Med Exp (any one person)	\$														
Products -Comp/Op Agg	\$														
Fire Damage (each fire)	\$														
<input checked="" type="checkbox"/> Automobile Liability (Member Agreement Section III.A) <input type="checkbox"/> Any Auto <input type="checkbox"/> All Owned Autos <input type="checkbox"/> Scheduled Autos <input type="checkbox"/> Hired Autos <input type="checkbox"/> Non-Owned Autos <input type="checkbox"/> Other _____	7/1/2013	6/30/2014	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>Each Occurrence</td><td style="text-align: right;">\$ 5,000,000</td></tr> <tr><td>Bodily Injury (per person)</td><td style="text-align: right;">\$</td></tr> <tr><td>Bodily Injury (per accident)</td><td style="text-align: right;">\$</td></tr> <tr><td>Property Damage (per accident)</td><td style="text-align: right;">\$</td></tr> </table>	Each Occurrence	\$ 5,000,000	Bodily Injury (per person)	\$	Bodily Injury (per accident)	\$	Property Damage (per accident)	\$				
Each Occurrence	\$ 5,000,000														
Bodily Injury (per person)	\$														
Bodily Injury (per accident)	\$														
Property Damage (per accident)	\$														
<input type="checkbox"/> Excess Liability			<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>Each Occurrence</td><td style="text-align: right;">\$ N/A</td></tr> <tr><td>Aggregate</td><td style="text-align: right;">\$ N/A</td></tr> </table>	Each Occurrence	\$ N/A	Aggregate	\$ N/A								
Each Occurrence	\$ N/A														
Aggregate	\$ N/A														
<input checked="" type="checkbox"/> Property (All Risk including Theft) (Member Agreement Section I) Deductible: \$1,000	7/1/2013	6/30/2014	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td></td><td style="text-align: right;">\$Per scheduled limits and Member Agreement</td></tr> <tr><td></td><td style="text-align: right;">Statutory</td></tr> </table>		\$Per scheduled limits and Member Agreement		Statutory								
	\$Per scheduled limits and Member Agreement														
	Statutory														
<input type="checkbox"/> Workers' Compensation (Coverage A) Employers' Liability (Coverage B)			<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>Coverage A:</td><td style="text-align: right;">Statutory</td></tr> <tr><td>Cov. B: Each Accident</td><td style="text-align: right;">\$ 2,000,000</td></tr> <tr><td>Disease - Each Employee</td><td style="text-align: right;">\$ 2,000,000</td></tr> <tr><td>Disease - Policy Limit</td><td style="text-align: right;">\$ 2,000,000</td></tr> </table>	Coverage A:	Statutory	Cov. B: Each Accident	\$ 2,000,000	Disease - Each Employee	\$ 2,000,000	Disease - Policy Limit	\$ 2,000,000				
Coverage A:	Statutory														
Cov. B: Each Accident	\$ 2,000,000														
Disease - Each Employee	\$ 2,000,000														
Disease - Policy Limit	\$ 2,000,000														
<b>Description:</b> Proof of Coverage for Gonic Dam and Gonic Sawmill Dam Grant.															

**CANCELLATION:** If any of the above coverages under the Member Agreement are cancelled before the expiration date, the Company will endeavor to mail 30 days written notice to the Certificate Holder named below, but failure to mail such notice shall impose no obligation or liability of any kind upon the Company.

<input type="checkbox"/> Additional Covered Party		<input type="checkbox"/> Loss Payee, as his, her or its interests appear	
<i>Coverage for the Additional Covered Party is limited to "bodily injury" or "property damage" caused by, and only to the extent of, the sole negligence of the "Member," and no protection is available for the negligence of others, including the Additional Covered Party and its directors, officers, employees or agents. Available limits of coverage are shared between the "Member" and the Additional Covered Party.*</i>			
<b>Certificate Holder:</b> State of New Hampshire  Department of Environmental Services 6 Hazen Drive PO Box 95 Concord NH 03302-0095	<b>Companies</b>  <b>By:</b> <u>Debra A Lewis</u> Authorized Representative  <b>Date Issued:</b> _____ 8/7/2013	<b>Please direct inquiries to:</b>  Debra A. Lewis 603.230.3332	

\*Terms in quotes are defined in the Member Agreement.





## CERTIFICATE OF COVERAGE

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

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

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

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

<b>Participating Member:</b> City Of Rochester 31 Wakefield Street Rochester, NH 03867	<b>Member Number:</b> 280	<b>Company Affording Coverage:</b> NH Public Risk Management Exchange - Primex <sup>3</sup> Bow Brook Place 46 Donovan Street Concord, NH 03301-2624
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Type of Coverage	Effective Date (mm/dd/yyyy)	Expiration Date (mm/dd/yyyy)	Limits - NH Statutory Limits May Apply, if Not	
<input type="checkbox"/> <b>General Liability (Occurrence Form)</b> <input type="checkbox"/> <b>Professional Liability (describe)</b> <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence			Each Occurrence	\$
			General Aggregate	\$
			Fire Damage (Any one fire)	\$
			Med Exp (Any one person)	\$
<input type="checkbox"/> <b>Automobile Liability</b> Deductible    Comp and Coll: <input type="checkbox"/> Any auto			Combined Single Limit (Each Accident)	
			Aggregate	
<input checked="" type="checkbox"/> <b>Workers' Compensation &amp; Employers' Liability</b>	7/1/2013	7/1/2014	<input checked="" type="checkbox"/> Statutory	
			Each Accident	\$2,000,000
			Disease – Each Employee	\$2,000,000
			Disease – Policy Limit	\$
<input type="checkbox"/> <b>Property (Special Risk includes Fire and Theft)</b>			Blanket Limit, Replacement Cost (unless otherwise stated)	

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

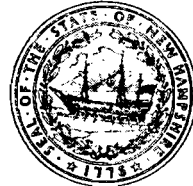
<b>CERTIFICATE HOLDER:</b>	<b>Additional Covered Party</b>	<b>Loss Payee</b>	<b>Primex<sup>3</sup> – NH Public Risk Management Exchange</b>
			<b>By:</b> <i>Tammy Denver</i>
			<b>Date:</b> 8/6/2013    tdenver@nhprimex.org
State of New Hampshire Department of Environmental Services 29 Hazen Drive Concord, NH 03302			Please direct inquires to: <b>Primex<sup>3</sup> Claims/Coverage Services</b> <b>603-225-2841 phone</b> <b>603-228-3833 fax</b>







The State of New Hampshire  
DEPARTMENT OF ENVIRONMENTAL SERVICES



Thomas S. Burack, Commissioner

May 25, 2011

APPROVED G & C

DATE 6/8/11  
ITEM # 62

His Excellency, Governor John Lynch  
and The Honorable Council  
State House  
Concord, NH 03301

REQUESTED ACTION

Authorize the Department of Environmental Services to enter into a **sole source** agreement with the City of Rochester, (VC# 177467), Rochester, NH, in the amount of \$80,000 to advance the design, engineering, and permitting necessary to remove two dams on the Cocheco River, effective upon Governor and Council approval through June 30, 2013. 19% Federal Funds, 81% Capital (General) Fund.

Funding is available in accounts, as follows:

03-44-44-442010-3651-102-500731 FY11  
\$15,000  
Dept. of Environmental Services, Saltmarsh Restoration, Contract for Program Services

03-44-44-442030-0401-034-500161 FY11  
\$65,000  
Dept. of Environmental Services, 05,259:1-VI-A Dam Repair and Removal, Capital Projects

EXPLANATION

Funding for this agreement is from capital appropriations for dam repairs, removal, and reconstruction as well as from a grant that DES received on behalf of the project from the US Fish and Wildlife Service (USFWS) to restore free flowing rivers and improve fish passage to the Cocheco River. This request is Sole Source because the grant from USFWS is specified as pass-through funding for this project only, it can not be used for any other purpose. The capital project funding is allocated on a first come, first served basis, and this project meets the narrow criteria of that appropriation. The City of Rochester is the project proponent and is managing all work associated with it.


Both the Gonic Dam and the Gonic Sawmill Dam are structurally deficient and no longer serve their intended design purpose. A feasibility study completed in 2005 revealed that removal of both dams was the preferred alternative and determined that the project was both technically and financially feasible. This agreement will result in the preparation of design, engineering, permitting, and environmental compliance documents to support the removal of the Gonic Dam and Gonic Sawmill Dam on the Cocheco River. The removal of these two dams will have three primary benefits: improved public safety, improved fish passage, and improved water quality. There is an estimated 10,000 cubic yards of contaminated sediment detained in the impoundment between the two dams. Because of the deteriorated conditions of the two dams, a failure could send plumes of contaminated sediment downstream resulting in deleterious impacts to designated uses of the river such as: primary contact recreation, fish consumption, and aquatic life. In addition to preventing a

His Excellency, Governor John Lynch  
and The Honorable Council  
Page 2

catastrophic failure, this project will also restore 1,000 feet of river channel habitat and will open 4.0 miles of riverine habitat to benefit Atlantic salmon, American eel, and resident coldwater species including the eastern brook trout. The reach of the Cocheco River downstream of the dams, which receives effluent from the City of Rochester's (City) wastewater treatment plant, is currently listed on the state's 303(d) list to Congress as impaired for dissolved oxygen. It is expected that this project will improve the City's capability of meeting water quality standards for effluent from their wastewater treatment plant through the water quality improvements that are expected from this dam removal project.

In the event that federal funds become no longer available, general funds will not be requested to support the project. This agreement has been approved by the Office of the Attorney General as to form, execution and content.

We respectfully request your approval.

  
Thomas S. Burack, Commissioner

**Attachment A**  
**Budget Estimate**


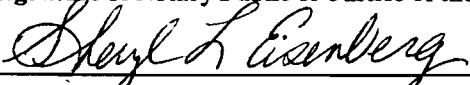
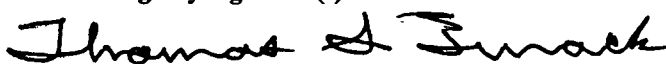

## GRANT AGREEMENT

Subject: Gonic Dam and Gonic Sawmill Dam Removal- Design, Engineering, and Permitting

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

### GENERAL PROVISIONS

#### 1. IDENTIFICATIONS AND DEFINITIONS

<b>1.1 State Agency Name</b> Department of Environmental Services		<b>1.2 State Agency Address</b> PO Box 95 Concord, NH 03302-0095	
<b>1.3 Grantee Name</b> City of Rochester		<b>1.4 Grantee Address</b> 31 Wakefield Street Rochester, NH 03867-1917	
<b>1.5 Effective Date</b> Upon G&C approval	<b>1.6 Completion Date</b> June 30, 2013	<b>1.7 Audit Date</b> N/A	<b>1.8 Grant Limitation</b> \$80,000
<b>1.9 Grant Officer for State Agency</b> Kevin Lucey, NH Coastal Program		<b>1.10 State Agency Telephone Number</b> 603-559-0026	
<b>1.11 Grantee Signature</b> 		<b>1.12 Name &amp; Title of Grantee Signor</b> Robert Steele, Interim City Manager	
<b>1.13 Acknowledgment: State of New Hampshire, County of Strafford</b> On <u>4/10/2011</u> , before the undersigned officer, personally appeared the person identified in block 1.12., or satisfactorily proven to be the person whose name is signed in block 1.11., and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
<b>1.13.1 Signature of Notary Public or Justice of the Peace</b> (Seal)  <b>SHERYL L. EISENBERG, Notary Public</b> <small>My Commission Expires April 4, 2012</small>			
<b>1.13.2 Name &amp; Title of Notary Public or Justice of the Peace</b> Sheryl L. Eisenberg, Notary Public			
<b>1.14 State Agency Signature(s)</b> 		<b>1.15 Name/Title of State Agency Signor(s)</b> Thomas S. Burack, Commissioner	
<b>1.16 Approval by Attorney General's Office (Form, Substance and Execution)</b> By:  Evan Mulholland Attorney, On: <u>5/12/11</u>			
<b>1.17 Approval by the Governor and Council</b> By: _____ On: <u> / /</u>			

2. **SCOPE OF WORK.** In exchange for grant funds provided by the state of New Hampshire, acting through the agency identified in block 1.1 (hereinafter referred to as "the State"), pursuant to RSA 21-O, the Grantee identified in block 1.3 (hereinafter referred to as "the Grantee"), shall perform that work identified and more particularly described in the scope of work attached hereto as EXHIBIT A (the scope of work being referred to as "the Project").

3. **AREA COVERED.** Except as otherwise specifically provided for herein, the Grantee shall perform the Project in, and with respect to, the state of New Hampshire.

4. **EFFECTIVE DATE; COMPLETION OF PROJECT.**

4.1 This Agreement, and all obligations of the parties hereunder, shall become effective on the date in block 1.5 or on the date of approval of this Agreement by the Governor and Council of the State of New Hampshire whichever is later (hereinafter referred to as "the Effective Date").

4.2 Except as otherwise specifically provided for herein, the Project, including all reports required by this Agreement, shall be completed in ITS entirety prior to the date in block 1.6 (hereinafter referred to as "the Completion Date").

5. **GRANT AMOUNT; LIMITATION ON AMOUNT; VOUCHERS; PAYMENT.**

5.1 The Grant Amount is identified and more particularly described in EXHIBIT B, attached hereto.

5.2 The manner of, and schedule of payment shall be as set forth in EXHIBIT B.

5.3 In accordance with the provisions set forth in EXHIBIT B, and in consideration of the satisfactory performance of the Project, as determined by the State, and as limited by subparagraph 5.5 of these general provisions, the State shall pay the Grantee the Grant Amount. The State shall withhold from the amount otherwise payable to the Grantee under this subparagraph 5.3 those sums required, or permitted, to be withheld pursuant to N.H. RSA 80:7 through 7-c.

5.4 The payment by the State of the Grant amount shall be the only, and the complete, compensation to the Grantee for all expenses, of whatever nature, incurred by the Grantee in the performance hereof, and shall be the only, and the complete, compensation to the Grantee for the Project. The State shall have no liabilities to the Grantee other than the Grant Amount.

5.5 Notwithstanding anything in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made, hereunder exceed the Grant limitation set forth in block 1.8 of these general provisions.

6. **COMPLIANCE BY GRANTEE WITH LAWS AND REGULATIONS.**

In connection with the performance of the Project, the Grantee shall comply with all statutes, laws, regulations, and orders of federal, state, county, or municipal authorities which shall impose any obligations or duty upon the Grantee, including the acquisition of any and all necessary permits.

7. **RECORDS AND ACCOUNTS.**

7.1 Between the Effective Date and the date seven (7) years after the Completion Date the Grantee shall keep detailed accounts of all expenses incurred in connection with the Project, including, but not limited to, costs of administration, transportation, insurance, telephone calls, and clerical materials and services. Such accounts shall be supported by receipts, invoices, bills and other similar documents.

7.2 Between the Effective Date and the date seven (7) years after the Completion Date, at any time during the Grantee's normal business hours, and as often as the State shall demand, the Grantee shall make available to the State all records pertaining to matters covered by this Agreement. The Grantee shall permit the State to audit, examine, and reproduce such records, and to make audits of all contracts, invoices, materials, payrolls, records or personnel, data (as that term is hereinafter defined), and other information relating to all matters covered by this Agreement. As used in this paragraph, "Grantee" includes all persons, natural or fictional, affiliated with, controlled by, or under common ownership with, the entity identified as the Grantee in block 1.3 of these general provisions.

8. **PERSONNEL.**

8.1 The Grantee shall, at its own expense, provide all personnel necessary to perform the Project. The Grantee warrants that all personnel engaged in the Project shall be qualified to perform such Project, and shall be properly licensed and authorized to perform such Project under all applicable laws.

8.2 The Grantee shall not hire, and it shall not permit any subcontractor, subgrantee, or other person, firm or corporation with whom it is engaged in a combined effort to perform such Project, to hire any person who has a contractual relationship with the State, or who is a State officer or employee, elected or appointed.

8.3 The Grant officer shall be the representative of the State hereunder. In the event of any dispute hereunder, the interpretation of this Agreement by the Grant Officer, and his/her decision on any dispute, shall be final.

9. **DATA; RETENTION OF DATA; ACCESS.**

9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

9.2 Between the Effective Date and the Completion Date the Grantee shall grant to the State, or any person designated by it, unrestricted access to all data for examination, duplication, publication, translation, sale, disposal, or for any other purpose whatsoever.

9.3 No data shall be subject to copyright in the United States or any other country by anyone other than the State.

9.4 On and after the Effective Date all data, and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason, whichever shall first occur.

9.5 The State, and anyone it shall designate, shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, all data.

10. **CONDITIONAL NATURE OR AGREEMENT.**

Notwithstanding anything in this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments hereunder, are contingent upon the availability or continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available or appropriated funds. In the event of a reduction or termination of those funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Grantee notice of such termination.

11. **EVENT OF DEFAULT; REMEDIES.**

11.1 Any one or more of the following acts or omissions of the Grantee shall constitute an event of default hereunder (hereinafter referred to as "Events of Default"):

11.1.1 failure to perform the Project satisfactorily or on schedule; or

11.1.2 failure to submit any report required hereunder; or

11.1.3 failure to maintain, or permit access to, the records required hereunder; or

11.1.4 failure to perform any of the other covenants and conditions of this Agreement.

11.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

11.2.1 give the Grantee a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Grantee notice of termination; and

11.2.2 give the Grantee a written notice specifying the Event of Default and suspending all payments to be made under this Agreement

and ordering that the portion of the Grant Amount which would otherwise accrue to the grantee during the period from the date of such notice until such time as the State determines that the Grantee has cured the Event of Default shall never be paid to the Grantee; and 11.2.3 set off against any other obligation the State may owe to the Grantee any damages the State suffers by reason of any Event of Default; and

11.2.4 treat the agreement as breached and pursue any of its remedies at law or in equity, or both.

**12. TERMINATION.**

12.1 In the event of any early termination of this Agreement for any reason other than the completion of the Project, the Grantee shall deliver to the Grant Officer, not later than fifteen (15) days after the date of termination, a report (hereinafter referred to as the "Termination Report") describing in detail all Project Work performed, and the Grant Amount earned, to and including the date of termination.

12.2 In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall entitle the Grantee to receive that portion of the Grant amount earned to and including the date of termination.

12.3 In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall in no event relieve the Grantee from any and all liability for damages sustained or incurred by the State as a result of the Grantee's breach of its obligations hereunder.

12.4 Notwithstanding anything in this Agreement to the contrary, either the State or except where notice default has been given to the Grantee hereunder, the Grantee, may terminate this Agreement without cause upon thirty (30) days written notice.

**13. CONFLICT OF INTEREST.** No officer, member or employee of the Grantee and no representative, officer of employee of the State of New Hampshire or of the governing body of the locality or localities in which the Project is to be performed, who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of such Project, shall participate in any decision relating to this Agreement which affects his or her personal interests or the interest of any corporation, partnership, or association in which he or she is directly or indirectly interested, nor shall he or she have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

**14. GRANTEE'S RELATION TO THE STATE.** In the performance of this Agreement, the Grantee, its employees, and any subcontractor or subgrantee of the Grantee are in all respects independent contractors, and are neither agents nor employees of the State. Neither the Grantee nor any of its officers, employees, agents, members, subcontractors or subgrantees, shall have authority to bind the State nor are they entitled to any of the benefits, workmen's compensation or emoluments provided by the State to its employees.

**15. ASSIGNMENT AND SUBCONTRACTS.** The Grantee shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the State. None of the Project Work shall be subcontracted or subgranted by the Grantee other than as set forth in Exhibit A without the prior written consent of the State.

**16. INDEMNIFICATION.** The Grantee shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based on, resulting from, arising out of (or which may be claimed to arise out of) the acts or admissions of the Grantee of Subcontractor, or subgrantee or other agent of the Grantee. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant shall survive the termination of this agreement.

**17. INSURANCE AND BOND.**

17.1 The Grantee shall, at its sole expense, obtain and maintain in force, or shall require any subcontractor, subgrantee or assignee performing Project work to obtain and maintain in force, both for the

benefit of the State, the following insurance:

17.1.1 statutory workers' compensation and employees liability insurance for all employees engaged in the performance of the Project, and

17.1.2 comprehensive public liability insurance against all claims of bodily injuries, death or property damage, in amounts not less than \$2,000,000 for bodily injury or death any one incident, and \$500,000 for property damage in any one incident; and

17.2 The policies described in subparagraph 18.1 of this paragraph shall be the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State, and authorized to do business in the State of New Hampshire. Each policy shall contain a clause prohibiting cancellation or modification of the policy earlier than ten (10) days after written notice has been received by the State.

**18. WAIVER OF BREACH.** No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event, or any subsequent Event. No express waiver of any Event of Default shall be deemed a waiver of any provisions hereof. No such failure or waiver shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other default on the part of the Grantee.

**19. NOTICE.** Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses first above given.

**20. AMENDMENT.** This agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Council of the State of New Hampshire.

**21. CONSTRUCTION OF AGREEMENT AND TERMS.** This Agreement shall be construed in accordance with the law of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assignees. The captions and contents of the "subject" blank are used only as a matter of convenience, and are not to be considered a part of this Agreement or to be used in determining the intent of the parties hereto.

**22. THIRD PARTIES.** The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

**23. ENTIRE AGREEMENT.** This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings relating hereto.

**Exhibit A  
Scope of Services**

The purpose of this Scope of Services is for the City of Rochester, NH (City) to conduct engineering, design, and permitting activities associated with the removal of the Gonic and Gonic Sawmill Dams.

**I. Work Tasks**

The City shall perform Tasks 10, 20, 30, 40, 50, 60, 80, 90, 110, 120 and 130 as listed below and as described in the 'Scope of Service and Cost Estimate for the Gonic and Gonic Sawmill Dams' (prepared by Gomez and Sullivan Engineers for the City of Rochester, dated March 31, 2011, and incorporated herein by reference). Completion of Task 70 and Task 100 are allowable after written notification to DES. Additional tasks shall be approved by Governor and Council.

Task	Description	Approved Tasks	Contingency Tasks upon need and/or available funding
10	Archaeological/Historic Resources – both Dams	X	
20	Develop Memo Summarizing Past Sediment Sampling and Conceptual Level Sediment Management Plan	X	
30	Meeting to Discuss Draft Memo Summarizing Past Sediment Sampling and Conceptual Level Sediment Management Plan	X	
40	Draft and Final Sediment Management Plan	X	
50	Access Agreements	X	
60	Sewer Line (Gonic Sawmill Dam)	X	
70	Prepare Request for Proposal, Solicit Bids, Subconsultant to Locate the Sewer Line		X
80	Hydraulic Model- Scour Analysis of Sewer Line	X	
90	NHDES Permit Applications	X	
100	USACE Permit Application (if required)		X
110	Draft Engineering Drawings (85% complete engineering drawings)	X	
120	Meeting to Review 85% Complete Engineering Drawings	X	
130	Engineer's Estimate of Probable Cost	X	

## II. Work Products:

The following deliverables (listed by task) shall be completed as described in the 'Scope of Service and Cost Estimate for the Gonic and Gonic Sawmill Dams' (dated March 31, 2011):

*Task 10. Archaeological/Historic Resources*

- Consultation time for Lynn Monroe to provide input on Section 106 Memorandum of Agreement.

*Task 20. Develop Memo Summarizing Past Sediment Sampling and Conceptual Level Sediment Management Plan*

- Summary of sediment sampling results;
- Conceptual level Sediment Management base plan (with hand mark-ups).

*Task 30. Meeting to Discuss Draft Memo Summarizing Past Sediment Sampling and Conceptual Level Sediment Management Plan*

- Meeting with NHDES about conceptual level Sediment Management Plan;
- Preparation of draft and final meeting minutes.

*Task 40. Draft and Final Sediment Management Plan*

- Draft Sediment Management Plan;
- Inclusion of Project Partners comments; and
- Final Sediment Management Plan.

*Task 50. Access Agreements*

- Develop drawings to support others in preparing access agreements.

*Task 60. Sewer Line (Gonic Sawmill Dam)*

- Review the information provided by Rochester DPW. If the Rochester DPW cannot obtain the surveyed profile of the sewer line, then Task 70 will be completed after notification to DES.

*Task 80. Hydraulic Model- Scour Analysis of Sewer Line*

- Scour analysis of sewer line;
- Brief letter report; and
- Conference call with Project Partners.

*Task 90. NHDES Permit Applications*

- Natural Heritage Bureau;
- Alternatives;
- Impact Tally;
- Narrative and 20 Questions;
- Dam Removal attachment;
- Drawings (showing area of impact);
- Obtain project partner comments and update NHDES permit applications; and
- Pre-application meeting with NHDES wetlands person assigned to project.

*Task 110. Draft Engineering Drawings (85% complete) [Number of Sheets]*

- Cover Sheet with Location Map [1]

- Existing Conditions, (compile Topo, Bathy., Parcels, Wetlands, Sed. Sampling Locations) [2]
- Grading Plan (w/proposed impacts) [2]
- Longitudinal Profile [2]
- Cross Sections [3]
- Construction Access and Sequencing [2]
- Erosion Prevention and Sediment Control (EPSC) Plan [2]
- EPSC Notes and Details [1]
- General Notes and Details [1]

*Task 120. Meeting to Review 85% Complete Engineering Drawings*

- The 85% complete engineering drawings will be provided to Project Partners in advance of a meeting (at NHDES offices) to review the drawings.
- GSE solicit comments on the plans.
- Meeting minutes will be circulated.

*Task 130 Engineer's Estimate of Probable Cost*

- Memo and worksheet describing the Engineers Estimate of Probable Cost.

**III. Contingency Work Products- (contingent upon need and/or available funding with prior notification to DES):**

*Task 70. Prepare Request for Proposal, Solicit Bids, Subconsultant to Locate the Sewer Line - Inclusion of comments in the draft RFP.*

- Final RFP;
- Review bids; and
- Allocation of \$6,000 for the location of the sewer line.

*Task 100 USACE Permit Application*

- Prepare project narrative for Determination Request,
- Pre-application site visit with the USACE,
- Site visit meeting minutes, and
- Preparation of Individual Permit to cover both projects.

**IV. Reporting**

1. Progress Reports – The City shall prepare semi-annual progress reports that summarize work completed to date during the grant period and shall submit the progress reports to the NHCP according to the following schedule: For the period July 1, 2011 through December 31, 2011 the report shall be due no later than January 15, 2012. For the period January 1, 2012 through June 30, 2012 the report shall be due no later than July 15, 2012. Subsequent progress reports shall be submitted according to a schedule similar to the one described above.
2. Deliverables – The City shall prepare and submit to NHCP a Final Report that summarizes the entire project, includes a financial summary of project costs and includes aforementioned work products. Submit one print copy and an electronic version in .pdf format. Print copies shall be doubled-sided and bound. Logos of sponsoring agencies (DES, NHCP & NOAA) and an appropriate funding credit statement shall appear on the cover page or title page of the Final Report.



**Exhibit B**  
**Method of Payment and Contract Price**

The State shall pay to the Grantee the total reimbursable program costs in accordance with the following requirements:

Reimbursement requests for program costs shall be made by the Grantee using a payment request form as supplied by the State, which shall be completed and signed by the Grantee. The payment request form shall be accompanied by proper supporting documentation in the amount of each requested disbursement and required matching funds. Documentation of reimbursable and matching costs may include invoices for supplies, equipment, services, contractual services, and a report of personnel, travel and indirect costs. For projects that demonstrate progress solely through the submission of interim progress reports, payments shall be made upon receipt, review and approval of the interim progress report and accompanying payment request form. Pre-agreement costs may be reimbursed or counted as matching funds as long as those costs were incurred within the effective period of the federal grant and after State approval of the project. The Grantee must request prior written approval from the State to incur pre-agreement costs. Payments shall be made to the Grantee no more frequently than monthly.

The total reimbursement shall not exceed the grant award of \$80,000.

**Exhibit C**  
**Special Provisions**

Subparagraph 1.7 of the General Provisions, Audit Date, shall not apply to this Agreement.

CITY OF ROCHESTER

CERTIFICATE OF AUTHORIZATION

The City of Rochester certifies that Robert D. Steele, City Manager is authorized to enter into an agreement between the State of New Hampshire and the City of Rochester. At the meeting of April 5, 2011, the City Council voted to enter into an agreement with the Department of Environmental Services for the Gonic Dam and Gonic Sawmill Dam Removal-Design, Engineering and Permitting.

In witness whereof, I hereby sign the Certificate of Authorization.

Sheryl L Eisenberg  
Signature

Sheryl L Eisenberg  
Print Name Here

NOTORIZATION

State of New Hampshire, County of Strafford. On

4-6-2011, before me, Kelly Walters,

the undersigned officer, personally appeared Sheryl L. Eisenberg

who acknowledged he/she to be City Clerk of the City being

authorized so to do, executed the foregoing instrument for the purpose herein contained.

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

Kelly Walters  
Notary Public Signature

KELLY A. WALTERS, Notary Public  
My Commission Expires December 12, 2011

My commission expires

## CERTIFICATE OF COVERAGE

This certificate evidences the limits of liability in effect at the inception of the Member Agreement(s) described below. This certificate is issued as a matter of information only and confers no rights on the certificate holder and does not amend, extend, or alter the coverage afforded by the Member Agreement(s); except to the extent provided in the additional covered party box or loss payee below, if checked.

THIS IS TO CERTIFY THAT THE MEMBER NAMED BELOW IS A PARTICIPATING MEMBER OF EITHER OR BOTH OF THE COMPANIES AND THAT A MEMBER AGREEMENT(S) HAS BEEN ISSUED TO THE MEMBER FOR THE AGREEMENT TERM(S) 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 COVERAGE AFFORDED BY THE MEMBER AGREEMENT(S) IS SUBJECT TO ALL THE EXCLUSIONS, EXTENSIONS, TERMS AND CONDITIONS OF SUCH MEMBER AGREEMENT(S). AGGREGATE LIMITS MAY HAVE BEEN REDUCED BY PAID CLAIMS

Participating Member: City of Rochester Member Number: 017-070199-11		Company A: Local Government Center Property-Liability Trust, LLC Company B: Local Government Center Worker's Compensation Trust, LLC P.O. Box 617, Concord, NH 03302-0617		
Coverage (Occurrence basis only):	Effective Date (mm/dd/yy)	Expiration Date (mm/dd/yy)	Limits (subject to applicable NH Statutory limits)	
<input checked="" type="checkbox"/> General Liability (Member Agreement Section III.A)	7/1/2010	6/30/2011	Each Occurrence	\$5,000,000
			General Aggregate	\$
			Personal & Adv Injury	\$
			Med Exp (any one person)	\$
			Products-Comp/Op Agg	\$
			Fire Damage (each fire)	\$
<input checked="" type="checkbox"/> Automobile Liability (Member Agreement Section III.A) <input type="checkbox"/> Any Auto <input type="checkbox"/> All Owned Autos <input type="checkbox"/> Scheduled Autos <input type="checkbox"/> Hired Autos <input type="checkbox"/> Non-Owned Autos <input type="checkbox"/> Other _____	7/1/2010	6/30/2011	Each Occurrence	\$5,000,000
			Bodily Injury (per person)	\$
			Bodily Injury (per accident)	\$
			Property Damage (per accident)	\$
			Excess Liability	\$N/A
<input type="checkbox"/> Excess Liability			Aggregate	\$N/A
<input checked="" type="checkbox"/> Property (All Risk including Theft) (Member Agreement Section I) Deductible: \$1,000	7/1/2010	6/30/2011		\$ Per Scheduled limits and Member Agreement
<input type="checkbox"/> Workers Compensation (Coverage A) Employer's Liability (Coverage B)			<input type="checkbox"/> Statutory / Cov. A	
			Each Accident / Cov. B	\$0
			Disease - Each Employee	\$0
			Disease - Policy Limit	\$0
Description: Proof of Coverage				

**CANCELLATION:** If any of the above coverages under the Member Agreement are cancelled before the expiration date, the Company will endeavor to mail 30 days written notice to the Certificate Holder named below, but failure to mail such notice shall impose no obligation or liability of any kind upon the Company.

<input checked="" type="checkbox"/> Certificate Holder Only		
<b>Certificate Holder:</b> State of New Hampshire Department of Environmental Services Gonic Dam and Gonic Sawmill Dam Grant	Date Issued: 4/7/2011	Please direct Inquiries to: Debra A. Lewis 603.224.7447x305



## CERTIFICATE OF COVERAGE

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

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

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

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

<b>Participating Member:</b> City of Rochester 31 Wakefield Street Rochester, NH 03867	<b>Member Number:</b> 280	<b>Company Affording Coverage:</b> NH Public Risk Management Exchange - Primex <sup>3</sup> Bow Brook Place 46 Donovan Street Concord, NH 03301-2624		
<b>Type of Coverage</b>	<b>Effective Date (mm/dd/yyyy)</b>	<b>Expiration Date (mm/dd/yyyy)</b>	<b>Limits</b>	<b>NH Statutory Limits May Apply, If Not</b>
<input type="checkbox"/> <b>General Liability (Occurrence Form)</b> <input type="checkbox"/> <b>Professional Liability (describe)</b> <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence			Each Occurrence	\$
			General Aggregate	\$
			Fire Damage (Any one fire)	\$
			Med Exp (Any one person)	\$
<input type="checkbox"/> <b>Automobile Liability</b> Deductible    Comp and Coll: <input type="checkbox"/> Any auto			Combined Single Limit (Each Accident)	
			Aggregate	
<input checked="" type="checkbox"/> <b>Workers' Compensation &amp; Employers' Liability</b>	07/01/2010	07/01/2011	<input checked="" type="checkbox"/> Statutory	
			Each Accident	\$2,000,000
			Disease – Each Employee	\$2,000,000
			Disease – Policy Limit	\$
<input type="checkbox"/> <b>Property (Special Risk includes Fire and Theft)</b>			Blanket Limit, Replacement Cost (unless otherwise stated)	
<b>Description:</b> Proof of Primex Member coverage only.				

<b>CERTIFICATE HOLDER:</b>	<b>Additional Covered Party</b>	<b>Loss Payee</b>	<b>Primex<sup>3</sup> – NH Public Risk Management Exchange</b>  By: <i>Tammy Denver</i>  Date: 4/13/2011 tdenver@nhprimex.org  Please direct inquires to: <b>Primex<sup>3</sup> Claims/Coverage Services</b> 603-225-2841 phone 603-228-3833 fax
State of NH – Department of Environmental Services 29 Hazen Drive Concord, NH 03302			

**Attachment A  
Budget Estimate**

<b>Budget Item</b>	<b>State Funding</b>	<b>Match</b>	<b>Total</b>
Salaries & Wages	\$0.00	\$0.00	\$0.00
Employee Fringe Benefits	\$0.00	\$0.00	\$0.00
Travel	\$0.00	\$0.00	\$0.00
Construction	\$0.00	\$0.00	\$0.00
Consultant Services	\$80,000.00	\$0.00	\$80,000.00
Equipment	\$0.00	\$0.00	\$0.00
Facilities & Administrative Costs	\$0.00	\$0.00	\$0.00
Subtotals	\$80,000.00	\$0.00	\$80,000.00
In-Kind Contribution		\$0.00	\$0.00
Total Project Cost			\$80,000.00