



New Hampshire Fish and Game Department

SR 100

11 Hazen Drive, Concord, NH 03301-6500
Headquarters: (603) 271-3421
Web site: www.WildNH.com

TDD Access: Relay NH 1-800-735-2964
FAX (603) 271-1438
E-mail: info@wildlife.nh.gov

May 22, 2017

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, NH 03301

REQUESTED ACTION

Authorize the New Hampshire Fish and Game Department to enter into a contract with Barrie Miller's Well & Pump Service, Inc. (vendor code #205835), Hillsborough, NH in the amount of \$14,550.00 for the chemical treatment and redevelopment of Field Well #5 at the Milford State Fish Hatchery effective upon Governor and Council approval through June 30, 2018. Funding is 75% Federal Funds and 25% Fish and Game Funds.

Funding is available as follows:

03 75 75 752020 21320000-Inland Fisheries Management-Hatcheries

20-07500-21320000-020-500252 Current Expense:

FY 18*
\$14,550.00

*Pending Budget Approval

EXPLANATION

The New Hampshire Fish and Game Department is in need of chemical treatment and redevelopment of Field Well #5 at our Milford State Fish Hatchery. The well pumping performance and the water quality of this well have significantly diminished over time. The Milford Hatchery utilizes this well year round, and operation of these wells supplies the life supporting water for trout production at the hatchery. Restoring the flow and water quality is vital to sustaining required trout production.

The Bureau of Purchase and Property posted this request for bid on the State's website.

Respectfully submitted,

Glenn Normandeau
Executive Director

Kathy Ann LaBonte, Chief
Business Division

BID SHEET

Project Name: Chemical Treatment and redevelopment of Field Well #5 located at Milford State Fish Hatchery.

Company	Name	Bid Amount
Barrie Miller's Well and Pump Services, Inc. P.O. Box 23 Hillsboro, NH 03244-0023 Telephone #603-464-4806	Barrie Miller	\$14,550.00

Bid posted by the Bureau of Purchase and Property. No other bidders responded to this Request for Proposal.

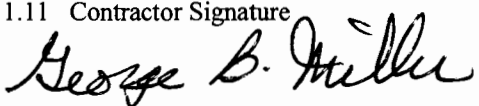
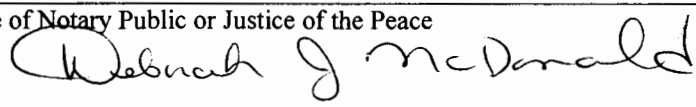
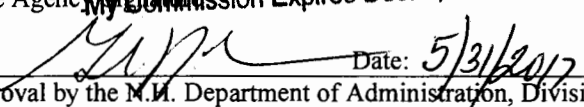

Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name NH Fish and Game Department		1.2 State Agency Address 11 Hazen Drive, Concord, NH 03301	
1.3 Contractor Name Barrie Miller's Well & Pump Service, Inc.		1.4 Contractor Address PO Box 23, Hillsborough, NH 03244-0023	
1.5 Contractor Phone Number 603-464-4806	1.6 Account Number 20-075002132MH020500252	1.7 Completion Date June 30, 2018	1.8 Price Limitation \$14,550.00
1.9 Contracting Officer for State Agency Glenn Normandeau, Executive Director		1.10 State Agency Telephone Number (603) 271-3511	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory George B. Miller, President	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Hillsborough</u> On <u>5-30-17</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace  [Seal]			
1.13.2 Name and Title of Notary or Justice of the Peace DEBORAH J. McDONALD Notary Public / Justice of the Peace			
1.14 State Agency Signature  My Commission Expires Dec. 3, 2019 Date: <u>5/31/2017</u>		1.15 Name and Title of State Agency Signatory Glenn Normandeau, Executive Director	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: <u>6/1/17</u>			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			

2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this

Contractor Initials GBM
Date 5/30/17

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Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

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

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

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

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

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

10. TERMINATION. In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

11. CONTRACTOR'S RELATION TO THE STATE. In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS. The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and consent of the State.

13. INDEMNIFICATION. The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate ; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("*Workers' Compensation*").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

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

17. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no

such approval is required under the circumstances pursuant to State law, rule or policy.

19. CONSTRUCTION OF AGREEMENT AND TERMS.

This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

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

21. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. SPECIAL PROVISIONS. Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

23. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

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

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Exhibit A

- A. The Contractor shall provide all labor, materials, chemicals and equipment to satisfactorily clean and recondition Field Well #5 at Milford State Fish Hatchery following the AquaFreed® process or approved equivalent process. Cleaning by a hydrochloric acid treatment method is not an acceptable approved equal. The Contractor shall also determine the specific capacity of the well before and after reconditioning and provide a report.
- B. The Contractor shall recondition the pumping equipment from Milford Hatchery Field Well #5 following the specifications described herein.
- C. The Contractor shall apply for, pay all fees, and obtain all permits necessary to complete the work, lawfully. The contractor shall comply with all provisions of permits, including coordination and inspections of work by the appropriate approving authorities.
- D. Material and shop drawings shall be submitted to the Chief of Inland Fisheries for approval.
- E. Complete final cleanup of the site and facility to the complete satisfaction of the Owner. The work shall include the cost of legal disposal of all excess or waste materials generated from this project in a manner which is consistent with any local, state and federal rules and regulations for disposal of such materials.
- F. Furnish all pump test results and other information related to work done on the well, , pumps and motors, pump information, warranties and contract closeout material prior to making the final payment request.

Exhibit B

Payment Terms

Payment will be made within 30 days of approved invoice(s).

Exhibit C

Special Provisions

None

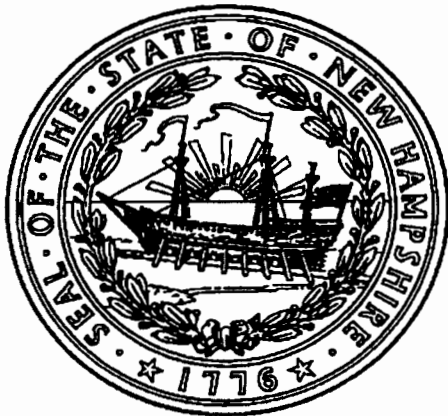
State of New Hampshire

Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that BARRIE MILLER'S WELL & PUMP SERVICE, INC. is a New Hampshire Profit Corporation registered to transact business in New Hampshire on June 06, 2001. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 379631



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 May A.D. 2017.

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

William M. Gardner
Secretary of State

BARRIE MILLER'S WELL & PUMP SERVICE, INC.

PO BOX 23
HILLSBOROUGH, NH 03244-0023
Phone/ Fax (603) 464-4806
millerh2o@comcast.net

May 30, 2017

CERTIFICATE OF VOTE

I, Carla King, Secretary of Barrie Miller's Well & Pump Service, Inc., do hereby certify that:

1. I am the duly elected Secretary of Barrie Miller's Well & Pump Service, Inc.
2. The following are true copies of two resolutions duly adopted at a meeting of the Board of Directors of Barrie Miller's Well & Pump Service, Inc. duly held on May 26, 2017.

RESOLVED that this organization enters into a contract with the State of New Hampshire, acting through its Fish and Game Department.

RESOLVED that the President and Chairman of the Board of Directors are hereby authorized on behalf of this Organization to enter into a contract with the State and to execute any and all documents, agreements and other instruments, and any other amendments, revisions or modifications thereto, as he may deem necessary or desirable to effect the purpose of these resolutions.

3. The foregoing resolutions have not been amended or revoked and remain in full force and effect as of May 30, 2017.

4. George B. Miller is the duly appointed President and Chairman of the Board of Directors of the Organization.

IN WITNESS WHEREOF, I have hereunto set my hand as the Secretary of Barrie Miller's Well & Pump Service, Inc., this 30th day of May, 2017

Carla King

State of New Hampshire, County of Hillsborough.

On this the 30th day of May 2017, before me Carla King, the undersigned officer, personally appeared 5-30-17, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he/ she executed the same for the purposes therein contained. In witness whereof, I hereunto set my hand and official seal

SIGNATURE NOTARY PUBLIC
[SEAL]

Deborah J McDonald

Name and Title of Notary:

Deborah J McDonald

DEBORAH J. McDONALD
Notary Public / Justice of the Peace
My Commission Expires Dec. 3, 2019



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
5/25/2017

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 have ADDITIONAL INSURED provisions or 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 Arthur J. Gallagher Risk Management Services, Inc. 677 Broadway 4th Floor Albany NY 12207		CONTACT NAME: PHONE (A/C, No, Ext): 518-869-3535 FAX (A/C, No): 518-869-3580 E-MAIL ADDRESS:															
INSURED Barrie Miller's Well & Pump Service Inc PO Box 23 Hillsborough NH 03244		<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Excelsior Insurance Company</td> <td>11045</td> </tr> <tr> <td>INSURER B : Peerless Insurance Company</td> <td>24198</td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Excelsior Insurance Company	11045	INSURER B : Peerless Insurance Company	24198	INSURER C :		INSURER D :		INSURER E :		INSURER F :	
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COVERAGES **CERTIFICATE NUMBER: 2078076799** **REVISION NUMBER:**


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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			CBP8232674	1/17/2017	1/17/2018	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$15,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			BA8231575	1/17/2017	1/17/2018	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$10,000			CU8231976	1/17/2017	1/17/2018	EACH OCCURRENCE \$1,000,000 AGGREGATE \$1,000,000 \$
B	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N N/A If yes, describe under DESCRIPTION OF OPERATIONS below			WC8235275	1/17/2017	1/17/2018	PER STATUTE OTH-ER E.L. EACH ACCIDENT \$100,000 E.L. DISEASE - EA EMPLOYEE \$100,000 E.L. DISEASE - POLICY LIMIT \$500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Blanket Additional Insured endorsement - 22-45 NY (12/02)
RE: Work performed at Milford State Fish Hatchery, Milford, NH
New Hampshire Fish & Game Dept. is additional insured on General liability poly as required by written contract.

CERTIFICATE HOLDER **CANCELLATION**

New Hampshire Fish & Game Dept Attn: Mr Jason M Smith, Chief, Inland Fisheries Div 11 Hazen Drive Concord NH 03301-6500	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 
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The Honorable Neal M. Kurk, Chairman
 Fiscal Committee of the General Court
 State House

His Excellency, Governor Christopher T. Sununu
 and the Honorable Council
 page 2


(Continued) Class	Name	Current Budget	Requested Action	Revised Budget
038-500175	Software	10,991	0	10,991
039-500188	Telecommunications	8,472	0	8,472
040-500800	Indirect Costs	68,784	0	68,784
042-500620	Additional Fringe Benefits	38,192	0	38,192
049-584995	Transfer to Other State Agencies	403	0	403
050-500109	Temporary Personnel	418,111	0	418,111
059-500117	Full Time Temporary	405,463	0	405,463
060-500601	Benefits	351,164	70,000	421,164
066-500543	Employee Training	8,132	0	8,132
070-500705	In-State Travel	4,415	0	4,415
080-500715	Out-State Travel	6,900	0	6,900
101-500729	Medical Providers	8,537	0	8,537
102-500731	Contracts for Program Services	6,618,329	(70,000)	6,548,329
300-500830	Reimbursements	9,058,735	0	9,058,735
Total		\$17,229,114	0	\$17,229,114

EXPLANATION

The purpose of this request is to rebudget funds to allow DES to efficiently implement the MtBE Remediation Fund and Bureau. When the budget for the MtBE Remediation Fund was established, many of the details and needs of the program were not yet established. After the completion of extensive public outreach and initial program development efforts, the program is more defined and it is possible to more accurately estimate implementation costs and program resource requirements. As a result, certain adjustments to the budget are necessary for DES to effectively administer the program. The proposed changes have been discussed with the Department of Justice (DOJ) and DOJ approves of the changes to the budget.

The purpose of this request is to reduce Class 102 Contracts for Program Services and increase Class 060 Benefits by \$70,000. Benefit costs associated with staff resources have unexpectedly increased and the re-allocation of funds is necessary to cover benefit expenses through the balance of the fiscal year.

We respectfully request your approval.



 Clark B. Freise, Assistant Commissioner



The State of New Hampshire
Department of Environmental Services

Thomas S. Burack, Commissioner



October 26, 2015

The Honorable Neal M. Kurk, Chairman
Fiscal Committee of the General Court
State House

APPROVED
FISCAL COMMITTEE
DATE 12/18/15
ITEM # 15-239

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

APPROVED G & C
DATE 12/16/15
ITEM # 58

REQUESTED ACTIONS

1. Pursuant to RSA 14:30-a, VI, authorize the Department of Environmental Services (DES) to amend Fiscal Committee item# FIS 13-246 (approved on November 22, 2013) and G&C item# 22 (approved on December 4, 2013) as amended by Fiscal Committee item # FIS 15-117 (July 29, 2015) and G&C item # 61 (August 5, 2015) by extending the end date from December 31, 2015 to June 30, 2017 for the purpose of implementing the MtBE Settlement Agreements. No increase in funding is requested at this time. 100% MtBE Settlement Funds.

2. Pursuant to the provisions of RSA 124:15,I, authorize DES to extend the existing, five (5) full-time temporary positions end date from December 31, 2015 to June 30, 2017 effective upon Fiscal Committee approval. The positions were approved by the Division of Personnel on October 23, 2013. The positions were subsequently established by Fiscal Committee item# FIS 13-246, approved on November 22, 2013 and amended by Fiscal Committee item # FIS 15-117 (July 29, 2015).

Classification	Administrator IV	Administrator III	Civil Engineer VI	Environmentalist IV (2 positions)
Position #:	9T2655	9T2666	9T2666	9T2667/9T2668
Labor Grade:	33	31	32	27
Salary Range:	\$67,431 – \$92,313	\$61,484 – \$84,669	\$64,409 – \$88,491	\$51,773 – \$70,064

3. Pursuant to RSA 14:30-a, VI, authorize the Department of Environmental Services (DES) to amend Fiscal Committee item# FIS 13-246 (approved on November 22, 2013) and G&C item# 22 (approved on December 4, 2013) as amended by Fiscal Committee item # FIS 15-117 (July 29, 2015) and G&C item # 61 (August 5, 2015) to extend the end date for the reallocation of \$1,579,195 of MTBE Settlement funds from December 31, 2015 to June 30, 2017; effective upon Fiscal Committee and Governor and Council approval. 100% MTBE Settlement funds.

www.des.nh.gov

29 Hazen Drive • PO Box 95 • Concord, NH 03302-0095
(603) 271-7174 • TDD Access: Relay NH 1-800-735-2964

EXPLANATION

The MtBE Remediation Bureau budget extension, transfer of funds, and continuation of five full time temporary positions, was approved by the Joint Legislative Fiscal Committee on July 29, 2015, FIS 15-117. The Governor and Executive Council subsequently approved the budget extension and transfer of funds on August 5, 2015, Item# 61. At the time of approval of the program's budget extension, the State was operating under a Continuing Resolution, resulting in the budget and positions being authorized for only the first six months of state Fiscal Year 2016 through December 31, 2015. Now that the State's budget for the full Fiscal Year 2016/2017 biennium has been signed into law, the approved budget, budget reallocation and temporary personnel end dates are being requested to extend through the end of the Fiscal Year 2016/2017 biennium.

The following is intended to address the seven questions required by the Fiscal Committee with respect to the acceptance of federal and other funds in which new positions are established or extended:

Q-1. List all Personnel by Classification, Labor Grade, and Salary:

See table above for temporary full-time personnel (positions originally approved on November 22, 2013 with extension approved on July 29, 2015).

Q-2. Explain the Nature, Need and Duration of the Program:

The positions subject to this request will be funded until June 30, 2017. Additional future funding requests are anticipated to fully utilize the MTBE settlement funding. The primary responsibility of the new and reassigned positions is to develop, administer, and manage a statewide MTBE corrective action plan, including work by DES contractors and distribution of financial assistance to affected parties. This requires a level of technical knowledge and skill that is consistent with the position classifications.

Q-3. What is the Relationship to Existing Programs?

The new positions are needed to provide DES with specific and dedicated expertise to implement a complex and comprehensive plan to address statewide MTBE contamination. Although current DES personnel perform MTBE contamination work in existing programs using existing funding, and are expert in that regard, their workload is too great to absorb all the new work planned for the settlement funds.

Q-4 Has a Substantially Similar Program been Requested of the Legislature and Denied?

No. This situation is unique and unprecedented.

Q-5 Why was this Program and its Funding Not Included in the Operating Budget?

At the time that the program was originally established, the State Operating Budget was being prepared, the case was still in litigation, and settlements with settling parties had not been completed. The program was established at that point in time as a temporary program and with the expectation of separate fiscal requests to reauthorize the program in each subsequent biennium until all settlement funds have been expended (currently projected to be approximately six years).