



The State of New Hampshire
DEPARTMENT OF ENVIRONMENTAL SERVICES



Thomas S. Burack, Commissioner

July 31, 2015

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

REQUESTED ACTION

Authorize the Department of Environmental Services (DES) to enter into a contract with the Rowley Agency, Concord, NH (Vendor #154464) to purchase property insurance coverage for the Winnepesaukee River Basin Program (WRBP) for a total cost not to exceed \$35,498.00, effective as of September 1, 2015 through September 1, 2016, upon Governor and Council approval. 100% WRBP Funds.

Funds to support this request are anticipated to be available in the following account in State FY2016 upon the availability and continued appropriation of funds in the future operating budget.

	<u>FY16</u>
03-44-44-442010-1300-020-500250	\$35,498.00
Dept. Environmental Services, Winnepesaukee River Basin, Current Expenses	

EXPLANATION

The WRBP is the state-owned sewer system serving parts of the New Hampshire Lakes Region. The WRBP wastewater collection and treatment facilities, which include a treatment plant in Franklin, thirteen pump stations, and a maintenance facility in Laconia, are operated by employees of the state's DES on behalf of the communities benefiting from the facilities. A total of nearly \$70 million has been spent to construct these facilities and about \$5.6 million is spent each year to operate and maintain them. The purchase of insurance to protect these facilities is made under RSA 485-A:53.

The State's Risk Management Unit (RMU) coordinated with the WRBP to secure the same coverage terms and conditions as in the previous fiscal year. Following the RMU's direction, the Rowley Agency arranged for this insurance purchase in accordance with its contract with the State for Producer Services for Property and Casualty Insurance.

The Rowley Agency made inquiries to six insurance markets to gauge their interest in providing insurance coverage for the WRBP. Only one insurance carrier responded with a proposal for insurance coverage. The incumbent insurer for the WRBP since 2003, Philadelphia Indemnity Insurance Company ("Philadelphia"), supplied a quotation of \$35,398 for a one year premium including terrorism insurance. The insurance agreement covers property, flood, earthquake, boiler and machinery, inland marine insurance, and terrorism insurance (TRIA) for the WRBP. The flood coverage extends to most locations but excludes two locations that are designated within the flood zone. The total contract price of \$35,498 includes the annual premium of \$35,398, plus a contingency of up to \$100.00 to address additional premium expected upon the completion of the planned construction of a new electrical utility building at the Franklin Waste Water Treatment plant.

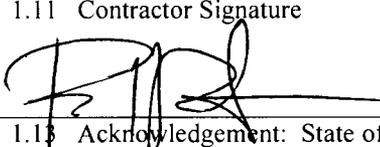
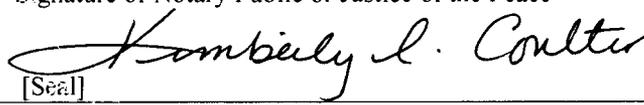
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Department of Environmental Services		1.2 State Agency Address 29 Hazen Drive, Concord, NH 03302	
1.3 Contractor Name The Rowley Agency		1.4 Contractor Address 139 Loudon Road, Concord, NH 03302	
1.5 Contractor Phone Number 603-224-2562/800-238-3840	1.6 Account Number 03-44-444-42010-1300-020-500250	1.7 Completion Date September 1, 2016	1.8 Price Limitation \$35,498
1.9 Contracting Officer for State Agency Sharon McMillin		1.10 State Agency Telephone Number 603-934-4032	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Paul M. Roberson, Account Executive	
1.13 Acknowledgement: State of <u>New Hampshire</u> , County of <u>Merriam</u> On <u>July 29, 2015</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 KIMBERLY I. COULTER, Notary Public My Commission Expires October 6, 2015			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory H. Keith DuBois Acting Assistant Commissioner	
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>August 12, 2015</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

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.

**Insurance Coverage for the Winnepesaukee River Basin Program
Contract Agreement
State of New Hampshire, Department of Environmental Services
and THE ROWLEY AGENCY**

Exhibit A - Scope of Services

ARTICLE 1. SCOPE OF SERVICES

This EXHIBIT A, Scope of Services, is made a part of the P-37 Agreement (the "Agreement") and is made according to the terms of paragraph 2 of the Form P-37. This EXHIBIT A to the Agreement is between the State of New Hampshire (the "State") and THE ROWLEY AGENCY for property insurance coverage for the Winnepesaukee River Basin Program (WRBP).

ARTICLE 2. EFFECTIVE DATE

Effective Date of Agreement: September 1, 2015
Expiration Date of Agreement: September 1, 2016
12:01AM Standard Time at the address of the State stated herein.

THE ROWLEY AGENCY hereby agrees to provide insurance coverage for WRBP as described herein.

The State shall have the right to terminate the contract, if a contract is awarded; at any time by giving THE ROWLEY AGENCY thirty (30) days advance written notice.

ARTICLE 3. Administrative Services Provided by THE ROWLEY AGENCY

A. INSURANCE COVERAGE DETAILS

1. The named insured is Winnepesaukee River Basin Program (WRBP), Including all Divisions, Boards, Committees, Commissions, Authorities and Agencies.
2. The property insured is:
 - a. All real and personal property owned, used, or intended for use by the WRBP or hereafter erected, installed or acquired including while in the course of building, erection, installation and assembly. Real property shall include the underground process pipe tunnel system.
 - b. Real and personal property of others in WRBP's care, custody and control.
 - c. Personal property of the WRBP's officials and employees at all WRBP owned or operated locations.
3. A schedule of WRBP buildings with location, building detail and replacement cost value is on file with THE ROWLEY AGENCY, DES and RMU. This schedule is updated annually or during the term policy term due to changes to the scheduled buildings.
4. The blanket building limit is \$46,958,000 for all WRBP property with a \$25,000 deductible and 100% co-insurance, flood insurance coverage with a limit of \$15,000,000 for locations 1,3,7,9,10,11,12,13,14 and a blanket limit of \$1,500,000 for locations 2,5,6,8 with a \$25,000 deductible for all flood locations, flood coverage is excluded for locations 4 and 15, terrorism (in accordance with the federal Terrorism Risk Insurance Act - TRIA) coverage, earthquake insurance coverage with a limit of \$15,000,000 and a \$50,000 deductible, boiler and machinery coverage with a \$25,000 deductible and inland marine coverage for a Mobile Emergency Caterpillar Gen-Set with a limit of \$130,000 and a \$1,000 deductible.

B. CLAIMS ADMINISTRATION

THE ROWLEY AGENCY shall administer all reported claims from September 1, 2015 for the contract period until the claims are closed.

1. Claim Reporting

RMU shall report claims from designated personnel at WRBP to THE ROWLEY AGENCY's designated claims adjuster. THE ROWLEY AGENCY shall send a letter of acknowledgment of claim to the RMU electronically or via US mail.

2. Claim Reserving.

THE ROWLEY AGENCY shall establish and maintain timely and adequate reserves. THE ROWLEY AGENCY shall revise reserve estimates whenever developments occur which change the ultimate loss exposure and maintain supporting documentation. Reserves shall be adequately funded by THE ROWLEY AGENCY in a matter consistent with established industry practice.

3. Litigation Management.

THE ROWLEY AGENCY shall ensure that all cases are properly prepared prior to conference, hearing or trial. The RMU shall be notified of any claims that involve legal proceedings, including but not limited to, conferences, hearings or trials. The RMU reserves the right to attend any hearing, conference, appeal or trial. If a conference, hearing or trial is to be handled by an attorney, ensure timely delivery of the file material for preparation. THE ROWLEY AGENCY shall document the attorney's receipt of claim file and the attorney's opinion about the merits of the issues to be litigated and the probable outcome of the litigation. If an adverse finding is made, the attorney should comment about the costs and the merits of the appeal, including the potential impact on future claims costs. THE ROWLEY AGENCY shall review attorney bills to ensure that they are accurate and reasonable.

4. Payment Control.

All claim payments shall be made by THE ROWLEY AGENCY in accordance with New Hampshire statutory provisions and regulations. See Insurance Rules 1002. Documentation detailing the payee, type of payment and payment amount shall be provided to the RMU.

5. Claims Settlements and Loss Runs

THE ROWLEY AGENCY shall advise RMU of any settlement of twenty thousand dollars (\$20,000) or greater. THE ROWLEY AGENCY shall issue loss run reports within thirty days of RMU's request.

C. ACCOUNT MANAGEMENT

THE ROWLEY AGENCY shall manage the WRBP policy in accordance with the terms and conditions of the Producer Services for Property and Casualty Insurance for the State, effective July 1, 2015.

**Insurance Coverage for the Winnepesaukee River Basin Program
Contract Agreement
State of New Hampshire, Department of Environmental Services
THE ROWLEY AGENCY**

Exhibit B – Price and Method of Payment

This EXHIBIT B, Contract Price, Limitation on Price, Payment is made a part of the Agreement and is made according to the terms of paragraph 5 of the Form P-37.

A. **CONTRACT PRICE.** THE ROWLEY AGENCY hereby agrees to provide the services in complete compliance with the terms and conditions specified in Exhibit A at the price below for the term of the contract ("contract price"). The total Contract Price for the term of the Agreement as shown in block 1.8 of the P-37 is \$35,498 to reflect the annual premium of \$35,398 with an amount of \$100.00 in contingency funds to address the additional premium expected upon the completion of a new utility building at the Franklin Waste Water Treatment plant.

Description	Year One
Property insurance coverage for the Winnepesaukee River Basin Program (WRBP)	\$ 34,681
Federal Terrorism Risk Insurance	\$717

B. **INVOICING**

THE ROWLEY AGENCY shall submit an invoice to:

The State of New Hampshire
Department of Administrative Services
Risk Management Unit
25 Capitol Street, Rm 412
Concord, NH 03301
Or via email to: diane.caldon@nh.gov

The State shall not make payments to THE ROWLEY AGENCY prior to the Agreement effective date of September 1, 2015.

C. **PAYMENT**

The State shall make payment to THE ROWLEY AGENCY electronically or by check mailed to the address in Section 1.4 of the P-37. Payment terms are net thirty days subject to approval of the submitted invoice.

**Insurance Coverage for the Winnepesaukee River Basin Program
Contract Agreement
State of New Hampshire, Department of Environmental Services
THE ROWLEY AGENCY**

Exhibit C – Special Provisions

This EXHIBIT C, Special Provisions, is made a part of the Agreement and is made according to the terms of paragraph 22 of the Form P-37.

A. INSURANCE. Delete Paragraph 14.1.1 and substitute the following:

1. General Liability coverage with limits of \$1,000,000 per occurrence/\$2,000,000 in the aggregate
2. Automobile Insurance coverage with combined single limits of \$1,000,000 per accident
3. Excess/umbrella insurance coverage with limits of \$10,000,000 per occurrence and in the aggregate
4. Errors and Omission insurance coverage with limits of \$25,000,000 per claim and in the aggregate

B. There are no other special provisions for this contract.

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 THE ROWLEY AGENCY, INC. is a New Hampshire corporation duly incorporated under the laws of the State of New Hampshire on December 7, 1966. I further certify that all fees and annual reports required by the Secretary of State's office have been received and that articles of dissolution have not been filed.



In TESTIMONY WHEREOF, I hereto
set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 28th day of July, A.D. 2015

A handwritten signature in cursive script, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State

CORPORATE RESOLUTION

I, Bruce H. Langley, Assistant Secretary and Treasurer of The Rowley Agency, Inc. a corporation organized and existing under the laws of the State of New Hampshire (the Company), do hereby certify that the following is a true and correct copy of a resolution duly adopted at a meeting of the Board of Directors of the Company duly held and convened on July 29, 2015, at which meeting a duly constituted quorum of the Board of Directors was present and acting throughout, and that such resolution has not been modified, rescinded or revoked, and is at present in full force and effect:

Resolved: That Paul M. Roberson, Account Executive of The Rowley Agency, Inc. is empowered and authorized to execute contracts related the State of New Hampshire Producer Services Contract on behalf of the Company,

In Witness Whereof, the undersigned has affixed his signature and the corporate seal of the Company this 29th day of July, 2015



Bruce H. Langley
Assistant Secretary and Treasurer

INSURANCE PROPOSAL

Presented By



THE ROWLEY AGENCY INC.
INSURANCE • BONDS • BENEFITS

...an Assurex Global Partner

For:

Winnepesaukee River Basin
C/O State of NH-Risk Management
State House Annex, Room 412
Concord, NH 03301
09/01/15 – 09/01/16

Renewal Quote

PRESENTED BY:

Account Executive: Robert C. Simpson II, MHS
Vice President

Account Manager: Jennifer L. Porter, CIC ACSR

Address: 139 Loudon Road, PO Box 511
Concord, NH 03302-0511

Phone: (603) 224-2562 or 1-800-238-3840

Date: July 20, 2015

This proposal is intended to be a general overview of the policies and coverages provided. It is merely descriptive and should be used for reference purposes only. You should refer to the actual policy for its terms, conditions, definitions and exclusions. Your Account Executive or Account Manager will be more than pleased to assist you in reviewing your coverages

The Rowley Agency, Inc Staff

We are pleased to introduce the following staff members to handle your account:

Robert C. Simpson II, MHS
Vice President
Voice Mail Extension 1647
rsimpson@rowleyagency.com

Jennifer L. Porter, CIC, ACSR
Account Manager
Voice Mail Extension 1624
jporter@rowleyagency.com

Ann Tracy
Claims Consultant
Voice Mail Extension 1627
atracy@rowleyagency.com

Amanda Wolf
Claims Representative
Voice Mail Extension 1653
awolf@rowleyagency.com

LOCATION SCHEDULE

- Loc 1: 528 River Street, Franklin NH – Franklin Wastewater Treatment Plant
- Loc 2: 101 River St EXT, Franklin NH – River Street Pumping Station
- Loc 3: 74 South Road, Belmont NH – Belmont Pumping Station
- Loc 4: 202 Water St, Laconia NH – Winnisquam Pumping Station
- Loc 5: 48 Bay Rd & 163 Lower Bay Rd, Sanbornton NH – Sanbornton Stations
- Loc 6: 73 Strafford St, Laconia NH – Jewett Brook Pumping Station
- Loc 7: 1539 Old North Main St, Laconia NH – N. Main St Pumping Station
- Loc 8: 29 Paugus Park Rd, Laconia NH – Paugus Park Pumping Station
- Loc 9: 1 Right Way Path, Laconia NH – State School Pumping Station
- Loc 10: 763 Scenic Rd, Laconia NH – Maiden Lady Cove Pumping Station
- Loc 11: 67 Pendleton Beach Rd, Laconia NH – Pendleton Beach Pumping Station
- Loc 12: 74 Weirs Rd, Gilford NH – Gilford Pumping Station
- Loc 13: 31 Dock Rd, Gilford NH – Glendale Pumping Station
- Loc 14: 280 Scenic Dr, Gilford NH – Ellacoya Pumping Station
- Loc 15: 202 Water St, Laconia NH – Laconia Maintenance Shop

PROPERTY COVERAGE

Named Insured: Winnepesaukee River Basin
 Company Name: Philadelphia Insurance Company
 Policy Term: 09/01/15 to 09/01/16

Blanket Limits

<u>Limits</u>	<u>Property Description</u>	<u>Deductible</u>	<u>Co-Ins</u>	<u>Causes of Loss</u>
\$ 46,958,000	Building	\$25,000	100%	Agreed Value, Special Form
\$ 15,000,000	Earthquake	\$50,000		Quake
\$ see Below	Flood*- see Below	\$25,000		Flood
Included	Boiler & Machinery	\$25,000		

*****Flood is provided only on the following locations; 2 blanket limits apply:**

Blanket limit #1: \$15,000,000:

- Loc 1: 528 River Street, Franklin NH – Franklin Wastewater Treatment Plant
- Loc 3: 74 South Road, Belmont NH – Belmont Pumping Station
- Loc 7: 1539 Old North Main St, Laconia NH – N. Main St Pumping Station
- Loc 9: 1 Right Way Path, Laconia NH – State School Pumping Station
- Loc 10: 763 Scenic Rd, Laconia NH – Maiden Lady Cove Pumping Station
- Loc 11: 67 Pendleton Beach Rd, Laconia NH – Pendleton Beach Pumping Station
- Loc 12: 74 Weirs Rd, Gilford NH – Gilford Pumping Station
- Loc 13: 31 Dock Rd, Gilford NH – Glendale Pumping Station
- Loc 14: 280 Scenic Dr, Gilford NH – Ellacoya Pumping Station

Blanket limit #2: \$1,500,000:

- Loc 2: 101 River St EXT, Franklin NH – River Street Pumping Station
- Loc 5: 48 Bay Rd & 163 Lower Bay Rd, Sanbornton NH – Sanbornton Stations
- Loc 6: 73 Strafford St, Laconia NH – Jewett Brook Pumping Station
- Loc 8: 29 Paugus Park Rd, Laconia NH – Paugus Park Pumping Station

No Flood coverage applies to the following 2 locations

- Loc 4: 202 Water St, Laconia NH – Winnisquam Pumping Station**
- Loc 15: 202 Water St, Laconia NH – Laconia Maintenance Shop**

Additional Forms/Endorsements:

Elite Property Enhancement Endorsement # PI-ULT-103 (09/08)
 Ultimate cover – increased limit of insurance - \$100,000 for Personal property in transit
Please refer to your policy for all coverage exclusions and limitations

INLAND MARINE & CRIME COVERAGE

Named Insured: Winnepesaukee River Basin
Company Name: Philadelphia Insurance Company
Policy Term: 09/01/15 to 09/01/16

INLAND MARINE:

\$130,000 – Mobile emergency Caterpillar; ACV \$1,000 Deductible

CRIME COVERAGE:

Limits	Coverage Description	Deductible
\$ 5,000	Money & Securities – inside	\$500
\$ 5,000	Money & Securities – outside	\$500
\$ 5,000	Money orders & counterfeit paper currency	\$500
\$ 25,000	Kidnap & Ransom – Extortion	None

PREMIUM SUMMARY

Named Insured: Winnepesaukee River Basin
 Company Name: Philadelphia Insurance Company
 Policy Term: 09/01/15 to 09/01/16

DESCRIPTION OF COVERAGE	14/15 Expiring Premiums	15/16 Renewal Premiums
Property	\$30,359	\$34,052
Inland Marine	\$1,346	\$1,346
Policy Total	\$31,705*	\$35,398*

*Terrorism is included (\$717 is included for terrorism coverage, if you choose to reject terrorism, you must sign the terrorism rejection form within 30 days of this quote – 08/21/15)

****Quote to add the Equipment Annex/Utility Building at 528 River St, Franklin NH:**

Loc 1-2:

Building: \$125,000 (will be added to the blanket limit, Agreed value)

Deductible: \$25,000 – same as blanket deductible

Includes terrorism, Boiler & Machinery and will be included in the Earthquake and Flood coverage limits.

Premium: \$100 annually

State of NH Marketing Results

For: Winnepesaukee River Basin
Policy Effective Date: 9/01/15 – 9/01/16

The Rowley Agency, Inc. has arranged for this insurance purchase in accordance with its contract with the State of NH for Producer Services. Robert Simpson, the Producer, has made inquiries to specific insurance markets about this program. The results of our marketing efforts are below.

Market Approached	Results
Philadelphia	Quote received, We recommend renewing with Philadelphia
National Flood	Quoted for 202 Water St, Same Flood zone
Acadia Insurance Co	Declined due to high property value, earthquake and flood values cannot be competitive.
Cincinnati Insurance Co	Declined due to exposure & unfamiliarity with insuring pumping stations. Account was declined last year as well, their underwriting guideline and decision has not and will not change
Travelers Insurance Co	Declined, does not write this class of business & have looked at this account in the past, their decision has not changed.
Hanover Insurance	Declined due to high property value and Quake/flood limits cannot be competitive with current rate.
Liberty Mutual Insurance Co (Peerless)	Declined, do not write this type of exposure

Our Recommendation/comments:

We thoroughly marketed this account for you. Most of the Carriers we approached had already looked at this when Cross marketed the account in the past and their underwriting decision remained the same. We feel that Philadelphia has priced this account extremely competitively. They started out wanting to renew with a 40% premium increase due to their increased cost of re-insurance; in fact, the re-insurance costs Philadelphia as much as the current premium. The reason for this is Philadelphia would not take on the risk of the plant in Franklin at over \$30,000,000 in value without obtaining re-insurance.

In the past few years they have been increasing the premium. After further negotiations, they did agree to reduce the increase in premium to 12% because of their longevity with the State. As stated above we have marketed this property to many carriers and no one would come close to matching a .05 rate. They all feel it is drastically underpriced for the exposure.

202 Water Street, Laconia is still in the Flood Zone A, and that area (Belknap County) will not be re-mapped for at least 5 years. I attached a Flood quote with National Flood for the Winnisquam Pumping Station Building, at 202 Water St, Laconia.

07/22/15



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
7/28/2015

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

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

PRODUCER THE ROWLEY AGENCY INC. 139 Loudon Road P.O. Box 511 Concord NH 03302-0511	CONTACT NAME: Peggy Johnson PHONE (A/C No. Ext): (603) 224-2562 FAX (A/C No.): (603) 224-8012 E-MAIL ADDRESS: pjohnson@rowleyagency.com													
	<table border="1"> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A: Continental Western Insurance</td> <td></td> </tr> <tr> <td>INSURER B: Acadia Insurance Company</td> <td></td> </tr> <tr> <td>INSURER C: MEMIC Indemnity Company</td> <td>11030</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> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Continental Western Insurance		INSURER B: Acadia Insurance Company		INSURER C: MEMIC Indemnity Company	11030	INSURER D:		INSURER E:		INSURER F:
INSURER(S) AFFORDING COVERAGE	NAIC #													
INSURER A: Continental Western Insurance														
INSURER B: Acadia Insurance Company														
INSURER C: MEMIC Indemnity Company	11030													
INSURER D:														
INSURER E:														
INSURER F:														
INSURED The Rowley Agency Inc 139 Loudon Road P.O. Box 511 Concord NH 03302-0511														

COVERAGES **CERTIFICATE NUMBER:** **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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			CPA003817927	2/1/2015	2/1/2016	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 250,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 5,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
							\$
B	AUTOMOBILE LIABILITY			CAA003817527	2/1/2015	2/1/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS	<input checked="" type="checkbox"/> NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident) \$
							\$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB			CUA003818327	2/1/2015	2/1/2016	EACH OCCURRENCE \$ 10,000,000
	<input type="checkbox"/> EXCESS LIAB	<input checked="" type="checkbox"/> OCCUR					AGGREGATE \$ 10,000,000
	<input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$	<input type="checkbox"/> CLAIMS-MADE					\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			3A States: NH, ME, VT	2/1/2015	2/1/2016	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N					E.L. EACH ACCIDENT \$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below	N	N/A				E.L. DISEASE - EA EMPLOYEE \$ 500,000
							E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
WRB G&C Materials

CERTIFICATE HOLDER State of NH Department of Administrative Services Risk Management Unit 25 Capitol Street, Room 412 Concord, NH 03301	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE Peggy Johnson/PAJ <i>Peggy A Johnson</i>

WESTPORT INSURANCE CORPORATION

**CERTIFICATE OF INSURANCE
(Claims First Made)**

Issue Date: 7/28/2015

Certificate Holder:
STATE OF NEW HAMPSHIRE
DEPARTMENT OF ADMINISTRATIVE SERVICES
RISK MANAGEMENT UNIT
25 CAPITOL STREET, RM 412
CONCORD, NH 03301

This is to certify that the Named Insured is covered by the insurance policy described below issued by Westport Insurance Corporation of Overland Park, Kansas. Coverage afforded the Named Insured is subject to all terms, exclusions, limitations and conditions of such policy. Limits shown may have been reduced by paid claims. This certificate of insurance is issued as a matter of information only and confers no rights upon the certificate holder. This certificate of insurance does not affirmatively or negatively amend, extend, or alter the coverage afforded by the insurance policy.

TYPE OF INSURANCE: Insurance Agents Errors & Omissions Liability

POLICY NUMBER: WED4NH005998209

NAMED INSURED: THE ROWLEY AGENCY, INC.

REFERENCE: WRB G&C MATERIALS

CLAIMS EXPENSES ARE IN ADDITION TO THE LIMIT OF LIABILITY FOR THE COVERAGES PROVIDED BY THE ABOVE POLICY NUMBER

CLAIMS EXPENSES ARE INCLUDED WITHIN THE LIMIT OF LIABILITY FOR THE COVERAGES PROVIDED BY THE ABOVE POLICY NUMBER

Limits of Liability: \$25,000,000 Per Claim
\$25,000,000 Aggregate for the Policy Period

Sublimit of Liability for BREACH OF PERSONAL DATA: NO COVERAGE Per Claim
NO COVERAGE Aggregate for the Policy Period

Deductible: \$ 25,000 Per Claim
\$ 75,000 Aggregate for the Policy Period

Retroactive Date: Full Prior Acts

EFFECTIVE DATE: FROM: February 01, 2015 TO: February 01, 2016

By the issuance of this Certificate, Westport Insurance Corporation assumes no obligation to provide notice of change in or cancellation of the policy.

WESTPORT INSURANCE CORPORATION



Authorized Representative