



The State of New Hampshire  
**Department of Environmental Services**

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**Robert R. Scott, Commissioner**

March 30, 2022

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

**REQUESTED ACTION**

Authorize the Department of Environmental Services (NHDES) to enter into a **SOLE SOURCE** agreement with SOLitude Lake Management, LLC, Little Rock, Arkansas (VC #271412-R001), totaling \$21,940, for the purpose of controlling aquatic invasive plants in Country Pond, Kingston/Newton, NH, effective upon Governor and Council approval through December 31, 2022. 100% Lake Restoration Funds.

Funding is available in the account as follows:

03-44-44-442010-1430-102-500731	<u>FY 2022</u>
Dept. Environmental Services, Lakes Restoration Program, Contracts for Program Services	\$21,940

**EXPLANATION**

A new infestation of spiny naiad (a state-listed aquatic invasive plant) was documented in Country Pond in Newton/Kingston, NH. NHDES proposes to enter into a **SOLE SOURCE** contract with SOLitude Lake Management, LLC to provide services for control of the spiny naiad in Country Pond. The Shrewsbury, Massachusetts office of SOLitude Lake Management, LLC is the only local lake management contracting company in the New England Region, having merged with its local competition in recent years. Pending funding and permit approval, SOLitude Lake Management, LLC will provide plant control activities in the form of aquatic herbicide application in portions of Country Pond, as part of an integrated plant control program.

The primary purpose of New Hampshire's Exotic Aquatic Plant Program is to "prevent the introduction and further dispersal of exotic aquatic weeds and to manage or eradicate exotic aquatic weed infestations in the surface waters of the state" (RSA 487:17, II). The program, initiated in 1981, has five focus areas: 1) Prevention of new infestations; 2) Monitoring for early detection of new infestations to facilitate rapid control activities; 3) Control of new and established infestations; 4) Research on new control methods with the goal of reducing or eliminating infested areas; and 5) Regional cooperation.

This agreement was approved by the Office of the Attorney General as to form, content, and execution. General funds will not be requested if fee funds are not available.

We respectfully request your approval of this item.

For   
Robert R. Scott, Commissioner

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 03301	
1.3 Contractor Name SOLitude Lake Management, LLC		1.4 Contractor Address 1320 Brookwood Drive, Suite H Little Rock, AR 72202	
1.5 Contractor Phone Number 800-413-4445	1.6 Account Number 03-44-44-14300000- <sup>102</sup> <del>073</del> <sup>009</sup>	1.7 Completion Date December 31, 2022	1.8 Price Limitation \$21,940
1.9 Contracting Officer for State Agency Amy P. Smagula		1.10 State Agency Telephone Number 603-271-2248	
1.11 Contractor Signature  Date: 02/02/2022		1.12 Name and Title of Contractor Signatory Trina Duncan, Business Manager	
1.13 State Agency Signature  Date: 4/5/22		1.14 Name and Title of State Agency Signatory Robert R. Scott, Commissioner	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable)  By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable)  By:  On: 4/12/2022			
1.17 Approval by the Governor and Executive Council (if applicable)  G&C Item number: _____ G&C Meeting Date: _____			

**2. 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 B 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 1.17, 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 1.13 (“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 affected by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part. 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 reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source 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 C 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 applicable 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 employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property 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. The Contractor 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 cured, 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 give the Contractor a written notice specifying the Event of Default and 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 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

8.3. 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.

**9. TERMINATION.**

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State’s discretion, 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 B. In addition, at the State’s discretion, the Contractor shall, within 15 days of notice of early termination, develop and

submit to the State a Transition Plan for services under the Agreement.

**10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.**

10.1 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.

10.2 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.

10.3 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.

**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.**

12.1 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, a Change of Control shall constitute assignment. “Change of Control” means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

**13. INDEMNIFICATION.** Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omission of the

Contractor Initials   *ALL*    
Date   02/02/2022



Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. 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 continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 commercial 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 or excess; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 10.2 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 ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

**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. The 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. 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.

**17. 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.

**18. CHOICE OF LAW AND FORUM.** This Agreement shall be governed, interpreted and 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. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

**19. CONFLICTING TERMS.** In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and/or attachments and amendment thereof, the terms of the P-37 (as modified in EXHIBIT A) shall control.

**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 or modifying provisions set forth in the attached EXHIBIT A 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 with respect to the subject matter hereof.

**EXHIBIT A  
SPECIAL PROVISIONS  
COUNTRY POND**

There are no special provisions.

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Date: 02/02/2022

**EXHIBIT B**  
**SCOPE OF SERVICES**  
**COUNTRY POND**

1. SŌlitude Lake Management, LLC is the contractor for this project. The New Hampshire Department of Environmental Services (NHDES) is referred to as the “state.” Amy P. Smagula of the Watershed Management Bureau is the grant officer for the state.
2. A new infestation of spiny/brittle naiad (*Najas minor*), an invasive aquatic plant and the target species for this project, was documented and mapped in Country Pond in Newton, New Hampshire in 2021. Recreational use of the waterbody has been impacted due to growth of this plant, and further expansion of these plants can cause further problems to recreational and ecological values of the waterbody.
3. SŌlitude Lake Management, LLC was selected to perform an herbicide application in Country Pond in 2022 to control growths of the above-referenced plant. This is the only company in the region that is licensed to perform herbicide treatments in larger aquatic systems; therefore, this is a sole source contract.
4. The project will occur during the 2022 growing season in the late June- early August timeframe, within two weeks of confirmation by NHDES of active growth of the target species, and contingent upon permit issuance by the Department of Agriculture, Markets and Food, Division of Pesticide Control (NHDPC).
5. The contractor shall perform the following tasks for the waterbody listed above:
  - **Task 1** Prepare and file a Special Permit application with NH DPC, including;
    - Completing the Special Permit Application form and assembling the normal required attachments;
    - Assembling names and mailing addresses for the abutting property owners that can be keyed to town tax maps;
    - Querying abutting property owners as to their source of domestic water;
    - Obtaining sign-offs from abutting property owners that will be required to restrict their water use during the treatment program; and
    - Completing all normal mailings and newspaper notifications required by the Special Permit.
  - **Task 2** Perform chemical treatment, if needed, of the infested areas of the subject waterbody (inclusive of all labor, chemical & equipment) as specified in the bid, and based upon NHDES mapping.
  - **Task 3** Conduct pre and post-treatment surveys and submit the required written

Initials: tlld  
Date: 02/02/2022

- reporting to the State.
- **Task 4** Coordinate post-treatment herbicide residue sample collection and analysis (assumes two samples collected from one site is acceptable).
6. DES will provide the contractor with an electronic copy of the Long-Term Management Plan and maps of the treatment area(s).

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Date: 02/02/2022



**EXHIBIT C  
PAYMENT TERMS  
COUNTRY POND**

Payments shall be made by NHDES to the contractor upon approval of stated outputs and verification of the value of completed work through submittal of invoices for services rendered. NHDES will pay the contractor up to \$21,940, within 30 days of receiving the contractor's invoice(s) for the activities outlined in Exhibit B.

The billing address for invoices and all other correspondence shall be as follows:

NH Department of Environmental Services  
29 Hazen Drive, PO Box 95  
Concord, NH 03302-0095  
Attn: Amy Smagula, Watershed Management Bureau

Invoices may also be emailed to [Amy.Smagula@des.nh.gov](mailto:Amy.Smagula@des.nh.gov).

Invoices shall be approved by the Contract Officer before payment is processed.

Initials: ASD  
Date: 02/02/2022

# 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 SOLITUDE LAKE MANAGEMENT, LLC is a Virginia Limited Liability Company registered to transact business in New Hampshire on February 02, 2016. 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: **738202**

Certificate Number: **0005657151**



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 2nd day of February A.D. 2022.

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

William M. Gardner  
Secretary of State



# State of New Hampshire

## Department of State

### 2022 ANNUAL REPORT

Filed  
Date Filed: 1/25/2022  
Effective Date: 1/25/2022  
Business ID: 738202  
William M. Gardner  
Secretary of State

BUSINESS NAME: <b>SOLITUDE LAKE MANAGEMENT, LLC</b>
BUSINESS TYPE: <b>Foreign Limited Liability Company</b>
BUSINESS ID: <b>738202</b>
STATE OF FORMATION: <b>Virginia</b>

CURRENT PRINCIPAL OFFICE ADDRESS	CURRENT MAILING ADDRESS
<b>1320 Brookwood Drive Suite H Little Rock, AR, 72202, USA</b>	<b>NONE</b>

REGISTERED AGENT AND OFFICE
REGISTERED AGENT: <b>Business Filings Incorporated (420054)</b>
REGISTERED AGENT OFFICE ADDRESS: <b>2 1/2 Beacon Street Concord, NH, 03301 - 4447, USA</b>

PRINCIPAL PURPOSE(S)	
NAICS CODE	NAICS SUB CODE
<b>OTHER / Lake management.</b>	

MANAGER / MEMBER INFORMATION		
NAME	BUSINESS ADDRESS	TITLE
<b>Marc Bellaud</b>	<b>1320 Brookwood dr, Suite H, Little Rock, AR, 72202, USA</b>	<b>Manager</b>
<b>DEBBIE CLEMENT</b>	<b>1320 Brookwood dr, Suite H, Little Rock, AR, 72202, USA</b>	<b>Manager</b>

I, the undersigned, do hereby certify that the statements on this report are true to the best of my information, knowledge and belief.

Title: **Manager**

Business Name: **Solitude Lake Management**

Name of Signer: **Debbie Clement**

Title of Signer: **Manager**

**Certificate of Authority # 6**

*(Limited Partnership or LLC- Corporate General Partner  
or Manager)*

**Corporate Resolution**

I, Bruce Gelting, hereby certify that I am duly elected Secretary of  
*(Name)*  
Solitude Lake Management, LLC. I hereby certify the following is a true copy of a vote taken  
at a  
*Solitude Lake*  
*Management, LLC*

meeting of the Board of Directors/shareholders, duly called and held on February 2, 2022  
at which a quorum of the Directors/shareholders were present and voting.

**VOTED:** That **Trina L. Duncan, Business Manager** is duly authorized to enter a  
*(Name and Title)*

contract on behalf of Solitude Lake Management, LLC which is the general  
*(Name of Corporation)*

partner of \_\_\_\_\_ a limited partnership,  
*(Name of Limited Partnership)*

with the Department of Environmental Services, State of New Hampshire and  
*(Name of State Agency)*

further is authorized to execute any documents which may in his/her  
judgment be desirable or necessary to effect the purpose of this vote.

**I hereby certify** that said vote has not been amended or repealed and remains in full  
force and effect as of the February 2, 2022. I further certify that it is understood that the  
State of New Hampshire will rely on this certificate as evidence that the person listed above  
currently occupies the position indicated and that they have full authority to bind the  
corporation and that the corporation as the general partner has full authority to bind the  
limited partnership to the specific contract indicated. This authority **shall remain valid for**  
**thirty (30)** days from the date of this Corporate Resolution.

**DATED:** February 2, 2022

**ATTEST:**  Bruce Gelting, Secretary  
*(Name & Title)*



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
3/17/2022

**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).**

<b>PRODUCER</b> Edgewood Partners Insurance Center 5909 Peachtree Dunwoody Road Suite 800 Atlanta GA 30328	<b>CONTACT NAME:</b> Certificate Unit <b>PHONE (A/C, No, Ext):</b> 404-781-1700 <b>FAX (A/C, No):</b> <b>E-MAIL ADDRESS:</b> certificate@epicbrokers.com
<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURER A:</b> ACE American Insurance Company <b>NAIC #</b> 22667	
<b>INSURER B:</b> ACE Property & Casualty Insurance Company      20699	
<b>INSURER C:</b> Arch Insurance Company      11150	
<b>INSURER D:</b> Arch Indemnity Insurance Company      30830	
<b>INSURER E:</b> Interstate Fire & Casualty Company      22829	
<b>INSURER F:</b> Zurich American Insurance Company      16535	

**COVERAGES**                                      **CERTIFICATE NUMBER:** 1490792594                                      **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"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:			OGLG27240331	10/1/2021	10/1/2022	EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 5,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 5,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMP/OP AGG \$ 5,000,000 \$
C	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			31CAB1044401 31CAB1044501	10/1/2021 10/1/2021	10/1/2022 10/1/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			XOOG27239420	10/1/2021	10/1/2022	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
C	<input checked="" type="checkbox"/> <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N N/A	31WCI1044201 34WCI1044301	10/1/2021 10/1/2021	10/1/2022 10/1/2022	<input checked="" type="checkbox"/> PER STATUTE      OTH-ER E.L. EACH ACCIDENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000
A E F	Errors & Omissions Liability CPL (Excluding Aerial Ops) Crime/Client Coverage		N    N	OGLG27240331 USL01372121 CRM0151683-04	10/1/2021 10/1/2021 10/1/2021	10/1/2022 10/1/2022 10/1/2022	Each Incident/Agg \$5,000,000 Each Incident/Agg \$5,000,000 Each Occurrence \$1,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
 CPL = Contractor's Pollution Liability  
 NHDES (NH Department of Environmental Services), to the extent required by written contract are additional insured on a primary and non-contributory basis with respect to general liability and auto liability. A waiver of subrogation applies in favor of the additional insureds to the extent required by written contract as allowed by applicable law with respect to general liability, auto liability and worker's compensation. 30-day notice of cancellation, except 10 days for non-payment of premium, applies to the extent required by written contract. Umbrella is follow form over the General Liability, Auto Liability and Employers Liability.

<b>CERTIFICATE HOLDER</b>  NHDES (NH Department of Environmental Services), Water Division 29 Hazen Drive Concord NH 03302-0095	<b>CANCELLATION</b>  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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**Attachment A  
Budget Estimates  
Country Pond**

HERBICIDE

<b>Item/Service</b>	<b>Cost</b>
Permitting	\$1,980
Herbicide Treatment	\$15,640
Residue Sampling	\$2,720
Post Treatment Survey	\$800
State Reporting	\$800
<b>Total</b>	<b>\$21,940*</b>

\*NHDES will pay up to \$21,940.