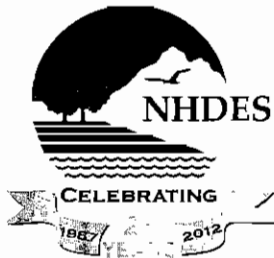


45 Ben



The State of New Hampshire
Department of Environmental Services

Thomas S. Burack, Commissioner

*Celebrating 25 Years of Protecting
 New Hampshire's Environment*



January 3, 2012

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

Retroactive

REQUESTED ACTIONS

1. Authorize the Department of Environmental Services to **retroactively** amend an agreement (CE# 1014519) with the Lakes Region Planning Commission (VC # 154653), for the *Update of the Pemigewasset River Corridor Management Plan* by changing the completion date to April 30, 2013 from December 31, 2012, effective upon Governor and Council approval. The original agreement was approved by the G&C on March 16, 2011, Item #92. No additional funding is requested in this Amendment. 100% Federal Funding
2. Authorize the Department of Environmental Services to **retroactively** amend an agreement (CE# 1014521) with the Southern New Hampshire Planning Commission (VC # 154521), for the *Piscataquog Watershed Impervious Surface Mapping* by changing the completion date to April 30, 2013 from December 31, 2012, effective upon Governor and Council approval. The original agreement was approved by the G&C on March 16, 2011 Item #92. No additional funding is requested in this Amendment. 100% Federal Funding

EXPLANATION

These agreements expired on December 30, 2012. We are requesting **retroactive** approval of the amendments in order to provide the Lakes Region Planning Commission and the Southern New Hampshire Regional Planning Commission additional time to complete the agreed upon Scope of Services for their respective projects. Due to unanticipated demands placed upon staff at the regional planning commissions, DES was not made aware of the need to extend the time necessary to complete the agreement until late November 2012 and amendment language could not be completed in time for the final G&C meeting of December, 2012.

The Lakes Region Planning Commission (LRPC), the PRLAC (Pemigewasset River Local Advisory Committee) and the North Country Council (NCC) are presently engaged in an important update to the 2001 Pemigewasset River Corridor Management Plan using local and regional input through a river corridor survey and local public outreach, updated land use map, demographics, and water quality data along with updated state and local regulations. To date, capturing and collating all of this public input has taken longer than expected, thus the request to extend the grant agreement to April 30, 2013, which

www.des.nh.gov

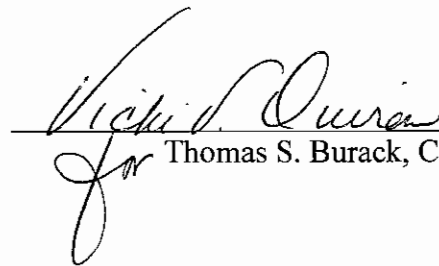
29 Hazen Drive • PO Box 95 • Concord, NH 03302-0095
 (603) 271-3503 • TDD Access: Relay NH 1-800-735-2964

will allow the LPRC, NCC and PRLAC an additional four months to complete the Plan. The ultimate goal of this project is to produce an updated, relevant Pemigewasset River Corridor Management Plan which will serve as a valuable resource and guidance document for the 12 riverfront communities that participate in the NH Rivers Management and Protection Program. Revising this plan will place PRLAC and the watershed communities in a good position to provide thoughtful, coordinated stewardship of the river corridor.

The Southern New Hampshire Planning Commission (SNHRPC) is presently engaged in a project to generate for the first time a comprehensive and accurate impervious surface coverage map of the Piscataquog Watershed and individual maps for each of the eleven municipalities located within the watershed. This project involves collaboration among multiple Regional Planning Commissions – Central, Nashua, Southwest and Southern RPC's, as all four planning commission jurisdictions are located within the Piscataquog River Watershed. Complex Systems at the University of New Hampshire has also been involved in the mapping project. In implementing the final work task of this project, several participating regional planning commissions required additional time in scheduling the required presentation of the impervious surface coverage maps to several planning boards within the watershed. This extension will accommodate this need.

Copies of the original Grant Agreements are provided in Attachment A.

The agreement has been approved by the Office of the Attorney General as to form, execution, and content. We respectfully request your approval.


for Thomas S. Burack, Commissioner

Agreement for Services with the Southern New Hampshire Planning Commission
Amendment No. 1

This agreement (hereinafter called "Amendment No. 1") dated this 13th day of December, 2012, is by and between the State of New Hampshire, acting by and through its Department of Environmental Services (hereinafter referred to as the "State") and the Southern New Hampshire Planning Commission, acting by and through its Executive Director, David Preece (hereinafter referred to as the "Grantee").

WHEREAS, pursuant to a Grant Agreement (hereinafter called the "Agreement") approved by the Governor and Council on March 16, 2011, the Grantee agreed to perform certain services upon the terms and conditions specified in the Agreement and its Amendments, and in consideration of payment by the State of certain sums as specified therein; and

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

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

1. Amendment and Modification: The Agreement is hereby amended as follows:

The Completion Date as set forth in Paragraph 1.6 of the Agreement shall be changed from December 31, 2012 to April 30, 2013.

2. Effective Date of Amendment No. 1: This Amendment shall take effect upon the date of approval of this Amendment by the Governor and Executive Council of the State of New Hampshire.
3. Continuance of Agreement: Except as specifically amended and modified by the terms and conditions of this Amendment, the Agreement, and the obligations of the parties thereunder, shall remain in full force and effect in accordance with the terms and conditions set forth therein.

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

Southern New Hampshire Planning Commission

By

David Preece, Executive Director

Initial
Date

DP
12/13/12

STATE OF NEW HAMPSHIRE
COUNTY OF Hillsborough

On this the 13th day of December, 2012, before the undersigned officer, personally appeared Karen S. McGinley, SNHPC Secretary who acknowledged him/herself to be the person who executed the foregoing instrument for the purpose therein contained.

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

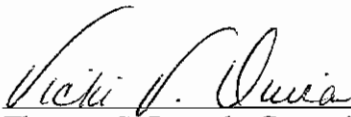


Linda Moore, Notary Public, Office Administrator



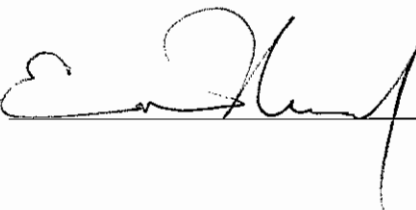
My Commission Expires: 9/9/14

THE STATE OF NEW HAMPSHIRE
Department of Environmental Services

By 
for Thomas S. Burack, Commissioner

Approved by Attorney General this 28 day of December, 2012

OFFICE OF ATTORNEY GENERAL

By 

CERTIFICATE

I, Karen S. McGinley, Secretary of the Southern New Hampshire Planning Commission (SNHPC), do hereby certify that: (1) I am the duly elected Secretary; (2) at the meeting held on October 7, 2010, the SNHPC voted to accept DES funds and to enter into a contract with the Department of Environmental Services; (3) the SNHPC further authorized the Executive Director to execute any documents which may be necessary for this contract; (4) this authorization has not been revoked, annulled, or amended in any manner whatsoever, and remains in full force and effect as of the date hereof; and (5) the following person has been appointed to and now occupies the office indicated in (3) above:

David Preece, SNHPC Executive Director

IN WITNESS WHEREOF, I have hereunto set my hand as the Secretary of the SNHPC, this day of 12/13/12.

Karen S. McGinley, Sec.

(Signature of Certifying Officer)

STATE OF NEW HAMPSHIRE

County of Hillsborough

On this the 13th day of December 2012, before me Linda Moore

(Notary Public)

the undersigned officer, personally appeared Karen McGinley who acknowledged
(Printed Name of Certifying Officer)

him/herself to be the Secretary of the SNHPC being authorized so to do, executed the foregoing instrument for the purpose therein contained.

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

Linda Moore

(Notary Public Signature)

Commission Expiration Date: 9/9/14
(Seal)



CERTIFICATE OF COVERAGE

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

THIS IS TO CERTIFY THAT THE MEMBER NAMED BELOW IS A PARTICIPATING MEMBER OF COMPANY A AND THAT A MEMBER AGREEMENT(S) HAS BEEN ISSUED TO THE MEMBER FOR THE AGREEMENT TERM(S) INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE COVERAGE AFFORDED BY THE MEMBER AGREEMENT(S) IS SUBJECT TO ALL THE EXCLUSIONS, EXTENSIONS, TERMS AND CONDITIONS OF SUCH MEMBER AGREEMENT(S). AGGREGATE LIMITS MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Participating Member Southern NH Planning Commission Member Number 334-070105-12		Company A Local Government Center Property-Liability Trust LLC P.O. Box 617 Concord, NH 03302-0617	
Coverage (Occurrence basis only):	Effective Date (mm/dd/yy)	Expiration Date (mm/dd/yy)	Limits (subject to applicable NH statutory limits)
I. General Liability (Member Agreement Section III.A)	7/1/2012	6/30/2013	Each Occurrence \$5,000,000
			General Aggregate \$
			Personal & Adv Injury \$
			Med Exp (any one person) \$
			Products-Comp/Op Agg \$
			Fire Damage (each fire) \$
L. Automobile Liability (Member Agreement Section III.A) Any Auto All Owned Autos Scheduled Autos Hired Autos Non-Owned Autos Other	7/1/2012	6/30/2013	Each Occurrence \$5,000,000
			Bodily Injury (per person) \$
			Bodily Injury (per accident) \$
			Property Damage (per accident) \$
Excess Liability			Each Occurrence \$N/A
			Aggregate \$N/A
M. Property (All Risk including Theft) (Member Agreement Section I) Deductible \$1,000	7/1/2012	6/30/2013	\$ Per Scheduled limits and Member Agreement
N. Workers' Compensation (Coverage A) Employer's Liability (Coverage B)	7/1/2012	6/30/2013	Statutory / Cov. A
			Each Accident / Cov. B \$2,000,000
			Disease - Each Employee \$2,000,000
			Disease - Policy Limit \$2,000,000
Description: State of New Hampshire is named as Additional Covered Party relative to the 2011 Local Source Water Protection Grant Program.			

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

☐ Additional Covered Party	☐ Loss Payee, as his, her or its interests appear
Coverage for the Additional Covered Party is limited to "bodily injury" or "property damage" caused by, and only to the extent of, the sole negligence of the "Member," and no protection is available for the negligence of others, including the Additional Covered Party and its directors, officers, employees or agents. Available limits of coverage are shared between the "Member" and the Additional Covered Party.*	
Certificate Holder: State of New Hampshire Department of Environmental Services 6 Hazen Drive PO Box 95 Concord NH 03302-0095	Date Issued: 12/4/2012
Please direct inquiries to: Debra A. Lewis 603.224.7447x3332	

Agreement for Services with the Lakes Region Planning Commission
Amendment No. 1

This agreement (hereinafter called "Amendment No. 1") dated December 12, 2012, is by and between the State of New Hampshire, acting by and through its Department of Environmental Services (hereinafter referred to as the "State") and the Lakes Region Planning Commission, acting by and through its Executive Director, Kimon Koulet (hereinafter referred to as the "Grantee").

WHEREAS, pursuant to a Grant Agreement (hereinafter called the "Agreement") approved by the Governor and Council on March 16, 2011, the Grantee agreed to perform certain services upon the terms and conditions specified in the Agreement and its Amendments, and in consideration of payment by the State of certain sums as specified therein; and

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

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

1. Amendment and Modification: The Agreement is hereby amended as follows:

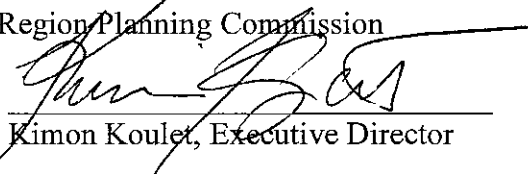
The Completion Date as set forth in Paragraph 1.6 of the Agreement shall be changed from December 31, 2012, to April 30, 2013.

2. Effective Date of Amendment No. 1: This Amendment shall take effect upon the date of approval of this Amendment by the Governor and Executive Council of the State of New Hampshire.
3. Continuance of Agreement: Except as specifically amended and modified by the terms and conditions of this Amendment, the Agreement, and the obligations of the parties thereunder, shall remain in full force and effect in accordance with the terms and conditions set forth therein.

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

Lakes Region Planning Commission

By


Kimon Koulet, Executive Director

Initial KK
Date 12/12/12

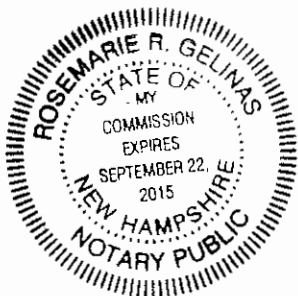
STATE OF NEW HAMPSHIRE

COUNTY OF Belknap

On this the 12th day of December, 2012, before me, Rosemarie R. Gelinas, the undersigned officer, personally appeared Kimon Koulet who acknowledged him/herself to be the person who executed the foregoing instrument for the purpose therein contained.

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

My Commission Expires:
(Seal)



Rosemarie R. Gelinas
(Notary Public Signature)

THE STATE OF NEW HAMPSHIRE
Department of Environmental Services

By

Victor P. Duran
for Thomas S. Burack, Commissioner

Approved by Attorney General this 28 day of December, 2012

OFFICE OF ATTORNEY GENERAL

By

[Signature]

CERTIFICATE

I, Barbara Perry, Treasurer of the Lakes Region Planning Commission (LRPC), do hereby certify that: (1) I am the duly elected Treasurer; (2) at the meeting held on October 13, 2010, the LRPC voted to accept DES funds and to enter into a contract with the Department of Environmental Services; (3) the LRPC further authorized the Executive Director to execute any documents which may be necessary for this contract; (4) this authorization has not been revoked, annulled, or amended in any manner whatsoever, and remains in full force and effect as of the date hereof; and (5) the following person has been appointed to and now occupies the office indicated in (3) above:

Kimou Koulet, LRPC Executive Director

IN WITNESS WHEREOF, I have hereunto set my hand as the Treasurer of the LRPC, this day of Dec 12, 2012.

Barbara J. Perry, Treas.
(Signature of Certifying Officer)

STATE OF NEW HAMPSHIRE

County of Belknap

On this the 12 day of December, before me Rosemarie R. Gelinas
(Notary Public)
the undersigned officer, personally appeared Barbara J. Perry who acknowledged
(Printed Name of Certifying Officer)
him/herself to be the Treasurer of the LRPC being authorized so to do, executed the foregoing instrument for the purpose therein contained.

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

Rosemarie R. Gelinas
(Notary Public Signature)

Commission Expiration Date:
(Seal)





CERTIFICATE OF LIABILITY INSURANCE

LAKES23

OP ID: BH

DATE (MM/DD/YYYY)

11/20/12

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 Melcher & Prescott-Meredith PO Box 724 Meredith, NH 03253 Ted Federo	603-279-4591 603-279-8144	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL: ADDRESS:	FAX (A/C, No):
		INSURER(S) AFFORDING COVERAGE	
		INSURER A	Peerless Insurance Company
		INSURER B	Hanover Insurance Company
		INSURER C	
		INSURER D	
		INSURER E	
		INSURER F	

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 ☐ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR ☒ Business Owners ☐ IF A AGGREGATE LIMIT APPLIES PER ☐ POLICY ☐ PRO-JECT ☐ LOC			BOP9015038	07/14/12	07/14/13	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPROP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ALL OWNED AUTOS HIRE-AUTOS ☐ SCHEDULED AUTOS NON-OWNED AUTOS			BA9357071	07/14/12	07/14/13	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	☒ UMBRELLA LIAB ☒ EXCESS LIAB ☒ RETENTION 10000			CU9502441	07/14/12	07/14/13	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☒ N	N/A	WC9010671	07/14/12	07/14/13	☒ WC & TLT E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
B	Crime			BDV1888932	11/27/11	11/27/14	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Regional Planning Committee
States Covered: NH
No member excluded.

CERTIFICATE HOLDER	CANCELLATION
NHDES-1 New Hampshire Dept. of Environmental Services Jacquie.Colburn@des.nh.gov PO Box 95 Concord, NH 03302	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:
Original Agreements

Attachment A:
Original Agreement



The State of New Hampshire
DEPARTMENT OF ENVIRONMENTAL SERVICES

Thomas S. Burack, Commissioner

February 3, 2011

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

Steve Cardone
APPROVED G & C
DATE 3/16/11
ITEM # 92



REQUESTED ACTION

Authorize the Department of Environmental Services to enter into agreements with the six entities identified below, in the amount of \$82,400.00 to implement water quality planning and outreach programs, effective upon Governor and Council approval through December 31, 2012. 100% federal funds.

<u>Regional Planning Commission</u>	<u>Location</u>	<u>Vendor #</u>	<u>Amount</u>
Central New Hampshire Regional Planning Commission	Concord, NH	64049	\$11,141.00
Lakes Region Planning Commission	Meredith, NH	95555	\$15,820.00
Rockingham Planning Commission	Exeter, NH	91759	\$15,400.00
Southern New Hampshire Planning Commission	Manchester, NH	95461	\$17,812.00
Southwest Region Planning Commission	Keene, NH	95460	\$11,497.00
Upper Valley Lake Sunapee Regional Planning Commission	Lebanon, NH	85561	\$10,730.00
	Total:		\$82,400.00

Funding is available in account 604(b) Grant as follows:

	<u>FY 2011</u>
03-44-44-2010-2020-072-500575	\$82,400.00
Dept Environmental Services, Section 604 Planning, Grants – Federal	

EXPLANATION

Each year DES receives funds under Section 604(b) of the Clean Water Act, which must be granted to regional planning agencies for water quality planning projects. DES solicited proposals from each of the nine regional planning agencies to submit scopes of services for projects supporting local river advisory committees, or in the absence of need for such service, for supporting local watershed planning efforts.

Each planning agency submitted proposals, with one planning agency submitting three proposals and one submitting two proposals. All twelve proposals were evaluated and ranked based on the following criteria: a clear and concise project outcome statement, relevance to supporting the development and/or implementation of River Corridor/Watershed Management Plans, Lake Management/Shoreland Protection Plans, Designated River Nominations or Comprehensive Lake Inventories, realistic performance targets to achieve the desired outcome, coordination to engage public participation and interaction with various stakeholders, and commitment of relevant municipal governments, local watershed/lake associations or Local River Management Advisory Committees.

The six highest ranked proposals were selected for funding based on the planning needs in each region, available funds, staff time, and ancillary expenses necessary for performing the agreed upon tasks. Please refer to Attachment A for review results and review panel members.

Each grant agreement provides Exhibit A, the scope of services, and Exhibit B, the contract price and method of payment. In the event that federal funds become not available, general funds will not be requested to support this program. The agreements have been approved by the Office of the Attorney General as to form, execution, and content.

We respectfully request your approval.


Thomas S. Burack, Commissioner

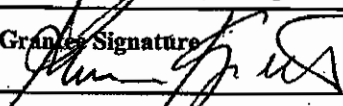
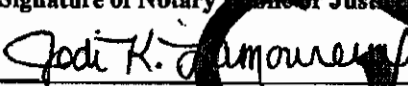
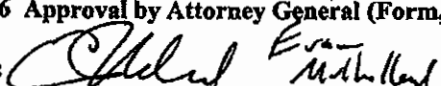
GRANT AGREEMENT

Subject: Update of the Pemigewasset River Corridor Management Plan

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

GENERAL PROVISIONS

1. IDENTIFICATIONS AND DEFINITIONS

1.1 State Agency Name Department of Environmental Services		1.2 State Agency Address 29 Hazen Drive Concord, NH 03301	
1.3 Grantee Name Lakes Region Planning Commission		1.4 Grantee Address 103 Main Street, Suite #3 Meredith, NH 03253	
1.5 Effective Date Upon G&C approval	1.6 Completion Date December 31, 2012	1.7 Audit Date N/A	1.8 Grant Limitation \$15,820.00
1.9 Grant Officer for State Agency Laura Weit-Marcum, Acting Rivers Coordinator		1.10 State Agency Telephone Number 603-271-8811	
1.11 Grantee Signature 		1.12 Name & Title of Grantee Signor Kimon Koulet, Executive Director	
1.13 Acknowledgment: State of New Hampshire, County of Belknap On <u>11/02/2010</u> , before the undersigned officer personally appeared the person identified in block 1.12., or satisfactorily proven to be the person whose name is stated 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 & Title of Notary Public or Justice of the Peace JODI K. LAMOUREUX, NOTARY PUBLIC			
1.14 State Agency Signature(s) 		1.15 Name/Title of State Agency Signor(s) Thomas S. Burack, Commissioner	
1.16 Approval by Attorney General (Form, Substance and Execution) By:  Assistant Attorney General, On: <u>11/6/11</u>			
1.17 Approval by the Governor and Council By: _____ On: ____/____/____			



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

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

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

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

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

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

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

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

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

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

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

6. **COMPLIANCE BY GRANTEE WITH LAWS AND REGULATIONS.** In connection with the performance of the Project, the Grantee shall comply with all statutes, laws, regulations, and orders of federal, state, county, or municipal authorities which shall impose any obligations or duty upon the Grantee, including the procurement of any and all necessary permits.

7. **RECORDS AND ACCOUNTS.**

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

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

8. **PERSONNEL.**

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

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

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

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

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

9.2 Between the Effective Date and the Completion Date the Grantee shall grant to the State, or any person designated by it, unrestricted access to all data, including, but not limited to, duplication, publication, translation, sale, disposal, or for any other purpose whatsoever.

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

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

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

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

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

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

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

11.1.2 failure to submit any report required hereunder; or

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

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

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

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

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

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

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

12. TERMINATION.

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

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

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

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

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

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

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

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

17. INSURANCE AND BOND.

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

benefit of the State, the following insurance:

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

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

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

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

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

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

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

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

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

EXHIBIT A SCOPE OF SERVICES

The Lakes Region Planning Commission (LRPC) shall perform the following tasks as described in the detailed proposal titled *Update of the Pemigewasset River Corridor Management Plan* revised version submitted by the LRPC dated September 2, 2010:

Objective 1: By June 30, 2011, conduct two Kick-Off meetings to bring stakeholders and the public together to begin work on the Corridor Management Plan Update. This will include a review of the results of the River Corridor Survey, an explanation of the update process, and information on how the public can be involved.

Measurements of success: Completion of two Kick-Off meetings publicizing involvement in the Corridor Management Plan Update for river corridor communities from Franconia to Franklin, number of attendees, number of communities represented.

- **Deliverable 1A:** Develop a web page devoted to the Pemigewasset River Corridor Management Plan (PRCMP) Update.

Task 1: Consult with Pemigewasset River Local Advisory Committee (PRLAC) representatives to design an appropriate web page and develop a web page to serve as the primary information portal throughout the project.

- **Deliverable 1B:** Conduct two Kick-Off meetings in the Pemigewasset River Corridor.

Task 2: Consult with PRLAC representatives and North Country Council (NCC) to identify appropriate venues and times for presentations, publicize, and conduct the Kick-Off meetings (one in the southern portion and one in the northern portion of the corridor).

Objective 2: By December 31, 2011, update the Resources section of the Corridor Management Plan, including land use/land cover, wildlife, public access, recreational use, water flow, water withdrawal, water quality, and discharge data along with the Cultural, Historic, and Natural Resources Appendices. Compile data on demographics, development trends, and transportation. Draft and review the updated Resources section and Appendices B, D, F and G (Endangered Species and Exemplary Natural Communities, Water Quality Data, History of Pemigewasset Restoration, and Historic/Cultural Resources).

Measurements of success: Completion of updated land use/land cover shapefiles for the corridor, compilation of other named data sets for the corridor, maps of land use, wildlife and natural resources, and water resources, and an updated Resources section of the Plan.

- **Deliverable 2A:** Updated land use/land cover map and data set for the river corridor.

Task 3: Develop and interpret land use/land cover data for the river corridor and analyze the changes that have occurred between 2001 and 2010.

- **Deliverable 2B:** A wildlife and natural resources map and data for the river corridor.

Task 4: Update wildlife and natural resources data for the river corridor and

analyze the changes that have occurred between 2001 and 2010.

- **Deliverable 2C:** A water resources map and updated data for the river corridor.

Task 5: Compile water resources data for the river corridor and analyze the changes that have occurred between 2001 and 2010.

- **Deliverable 2D:** An updated Resources section of the Plan summarizing the existing resources along the corridor.

Task 6: Compile demographic, development, and transportation data and updates for the river corridor and analyze the changes that have occurred between 2001 and 2010.

Task 7: Update the list of cultural and historic resources along the river corridor along with information about recreational uses and public access to the river.

Task 8: Write a draft of the Resources section then solicit and incorporate stakeholder feedback.

Objective 3: By December 31, 2011, update information on Corridor Protections - federal, state, and local laws, rules, regulations, and zoning pertaining to land use and water quality in the Pemigewasset River corridor. Draft and review the updates to the Laws and Regulations section along with Appendices A, C, H, I, and J (River Protections, Water Quality Standards, Instream Flow Rules, Town Regulations, and Master Plan references).

Measurements of Success: Completion of a list of federal, state and local rules and regulations governing corridor land use and water quality along with an updated section addressing Laws and Regulations.

- **Deliverable 3:** An updated Laws and Regulations section setting forth the existing laws and regulations pertaining to land use and water quality in the river corridor.

Task 9: Compile current federal and state laws, rules, and statutes governing water quality and land use in the Pemigewasset Corridor.

Task 10: Working in conjunction with North Country Council (NCC), compile current local ordinances and regulations governing land use in the Pemigewasset Corridor along with master plan references to the Pemigewasset Corridor.

Task 11: Write a draft of the Laws and Regulations section then solicit and incorporate stakeholder feedback.

Objective 4: By March 31, 2012, draft and review an updated section detailing the Present and Anticipated Problems associated with the river corridor; this will include an update to Appendix E - River Contamination Sites. The method used to revise this section will include a Strengths, Weaknesses, Opportunities, and Threats (SWOT) analysis of the corridor and the various policies impacting it. Part of the dialogue at this listening session will include an effort to distinguish between actual and perceived problems.

Measurements of Success: Completion of a meeting and development of SWOT analysis associated with the river corridor, number of participants involved in discussions, number of corridor communities represented, and an updated section on the Present and Anticipated Problems associated with the river corridor.

- **Deliverable 4A:** Conduct a SWOT analysis at a public meeting

Task 12: Consult with PRLAC and NCC to identify an appropriate venue and time for the meeting, publicize, and coordinate a public meeting during which a SWOT analysis will be conducted to gather and focus local input.

- **Deliverable 4B:** A draft of the Present and Anticipated Problems section of the Corridor Management Plan.

Task 13: Write a draft of the Present and Anticipated Problems section then solicit and incorporate stakeholder feedback.

Objective 5: By September 30, 2012, with stakeholders and the public - update, draft, and review the Recommendations section of the Plan building upon ideas suggested during the SWOT analysis. Recommendations might include local adoption of Innovative Land Use ordinances, expansion of the regional Volunteer River Assessment Program, or advocacy of specific state-wide water policies. This objective would incorporate the development of a prioritized Implementation Plan with details regarding responsibilities, estimated costs, potential resources, and timing.

Measurements of Success: Completion of public Recommendations and Implementation session, number of participants involved in discussions, number of corridor communities represented, and development of a Recommendations and Implementation section for the Corridor Management Plan.

- **Deliverable 5A:** Hold a Recommendations and Implementation meeting.

Task 14: Work with PRLAC and NCC to set up, publicize, and conduct a Recommendations and Implementation meeting to develop and prioritize a list of Recommendations to enhance the quality of the Pemigewasset River Corridor and develop an Implementation matrix identifying anticipated costs, potential resources, lead individuals or organizations, and associated timelines.

- **Deliverable 5B:** A reviewed draft of the Recommendations and Implementation section of the Corridor Management Plan.

Task 15: Develop a draft Recommendations and Implementation section and circulate it to stakeholders for feedback.

Objective 6: By December 31, 2012, compile, edit with stakeholder input, publish, and publicize the plan. This will include a presentation of the final draft Plan for adoption by PRLAC.

Measurements of Success: Conduct a public presentation summarizing the Plan, number of attendees, number of communities represented, adoption of the Plan, publication and distribution of the Plan in hard copy and electronic formats to corridor communities and associated publicity.

- **Deliverable 6:** Published Pemigewasset River Corridor Management Plan.

Task 16: Compile the Draft Plan and distribute it for review. Distribution will be to PRLAC representatives, NCC, other stakeholders, and widely publicized

posting on the web page.

Task 17: Incorporate the comments into the Final Draft Plan, give a summary of the Plan and present it for adoption by PRLAC at a regularly scheduled and widely publicized meeting.

Task 18: Publish and distribute one hard copy and one electronic copy of the plan for each of the 12 corridor communities as well as copies for NH DES, LRPC, and NCC.

Additional Provisions of the Agreement

Outreach Materials

All materials produced for public distribution shall be reviewed and approved by DES prior to distribution and shall include the DES logo and the following citation: "Funding for this project was provided by a Water Quality Planning Grant from the NH Department of Environmental Services with Clean Water Act Section 604(b) funds from the United States Environmental Protection Agency."

EXHIBIT B CONTRACT PRICE AND METHOD OF PAYMENT

All services shall be performed to the satisfaction of DES before payment is made. All payments shall be made upon receipt and approval of stated deliverables and upon receipt of an associated invoice. Documentation shall be provided with each payment request. The contract price is limited to \$15,820.00 and is contingent upon funds appropriated by the Environmental Protection Agency under Section 604(b) of the Clean Water Act. Payment shall be made in accordance with the following schedule based upon completion of specific tasks described in Exhibit A:

Upon submittal and DES approval of Tasks 1 & 2	\$1,392.00
Upon submittal and DES approval of Tasks 3 - 8	\$5,880.00
Upon submittal and DES approval of Tasks 9 - 11	\$3,227.00
Upon submittal and DES approval of Tasks 12 & 13	\$1,826.00
Upon submittal and DES approval of Tasks 14 & 15	\$1,661.00
Upon submittal and DES approval of Tasks 16 - 18	\$1,834.00
Total	\$15,820.00

Funding is provided through a Water Quality Planning Grant from the NH Department of Environmental Services with Clean Water Act Section 604(b) funds from the United States Environmental Protection Agency.

EXHIBIT C SPECIAL PROVISIONS

If the date for commencement of Exhibit A precedes the Effective Date all services performed by Grantee between the commencement date and the Effective Date shall be performed at the sole risk of the Grantee and in the event that this Agreement does not become effective, the State shall be under no obligation to pay the Grantee for any costs incurred or services performed.

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

Section 17.1.2 is amended to read "general liability is limited to \$1,000,000 for each occurrence and automobile liability is limited to \$1,000,000 for each occurrence and" KGR
TJB

Certificate of Authority

I, Warren Hutchins, do hereby certify that 1) I am the duly selected Secretary of Lakes Region Planning Commission, a regional planning agency established pursuant to the laws of the State of New Hampshire (RSA 36:45-53); 2) I sign and maintain or cause to be maintained and am familiar with the minutes of the commission; 3) I am duly authorized to issue certificates with respect to the contents of such minutes; 4) at the regular board meeting held on October 13, 2010, the commission voted to allow Kimon Koulet, Executive Director, to accept monies and execute any documents which may be necessary to effectuate contracts; 5) this authorization remains in full force and effect until revoked, and 6) the following person has been appointed to and now occupies the office indicated in (4) above:

Kimon Koulet, Executive Director

IN WITNESS WHEREOF, I have hereunto set my hand as the Secretary of the Lakes Region Planning Commission, this 13 day of October, 2010.

Warren Hutchins
Warren Hutchins, Secretary

State of New Hampshire
County of Belknap

On this the 2 day of November, 2010, before me Jodi Lamoureux the undersigned officer, personally appeared Warren Hutchins who acknowledged him/herself to be the Secretary of the Lakes Region Planning Commission being authorized so to do, executed the foregoing instrument for the purpose therein contained.

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

Jodi Lamoureux
Jodi Lamoureux, Notary Public
Jodi Lamoureux

Commission Expiration Date:





CERTIFICATE OF LIABILITY INSURANCE

OP ID JB

DATE (MM/DD/YYYY)

09/15/10

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 Melcher & Prescott-Meredith PO Box 724 Meredith NH 03253 Phone: 603-279-4591 Fax: 603-279-8144	CONTACT NAME: _____ PHONE (A/C, No, Ext): _____ FAX (A/C, No): _____ E-MAIL: _____ ADDRESS: _____ PRODUCER CUSTOMER ID #: LAKES23	
	INSURER(S) AFFORDING COVERAGE INSURER A: Peerless Insurance Company NAIC #: 24198 INSURER B: _____ INSURER C: _____ INSURER D: _____ INSURER E: _____ INSURER F: _____	

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 SUBH INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ GENERAL LIABILITY		BOP9015038	07/14/10	07/14/11	EACH OCCURRENCE \$ 1000000
	☒ COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50000
	☐ CLAIMS-MADE ☒ OCCUR					MED EXP (Any one person) \$ 5000
	☒ Business Owners					PERSONAL & ADV INJURY \$ 1000000
	GEN'L AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE \$ 2000000
		☐ POLICY ☐ PROJECT ☐ LOC				PRODUCTS - COMPROP AGG \$ 2000000
						\$
A	☒ AUTOMOBILE LIABILITY		BA935701	07/14/10	07/14/11	COMBINED SINGLE LIMIT (Ea accident) \$ 1000000
	☒ ANY AUTO					BODILY INJURY (Per person) \$
	☐ ALL OWNED AUTOS					BODILY INJURY (Per accident) \$
	☐ SCHEDULED AUTOS					PROPERTY DAMAGE (Per accident) \$
	☐ HIRED AUTOS					\$
	☐ NON-OWNED AUTOS					\$
A	☐ UMBRELLA LIAB	☒ OCCUR	CU9502401	07/14/10	07/14/11	EACH OCCURRENCE \$ 1000000
	☐ EXCESS LIAB	☐ CLAIMS-MADE				AGGREGATE \$ 1000000
	DEDUCTIBLE					\$
	☒ RETENTION \$ 10000					\$
A	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	☐ Y/N	07/14/10	07/14/11	07/14/11	☒ WC STATUTORY LIMITS ☐ OTHER
	☐ ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	☐ N/A				E.L. EACH ACCIDENT \$ 500000
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - EA EMPLOYEE \$ 500000
						E.L. DISEASE - POLICY LIMIT \$ 500000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
No executive officers or members are excluded.
WC coverage applies to the State of NH

CERTIFICATE HOLDER NHDES Attn: Laura Weit-Marcum NH River Mang & Protection Pro 29 Hazen Dr, PO Box 95 Concord NH 03302-0095	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
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