



The State of New Hampshire
Department of Environmental Services

Thomas S. Burack
 Commissioner

April 17, 2015

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

REQUESTED ACTION

Authorize the Department of Environmental Services (DES) to enter into an agreement with Lamey LLC (VC#152429 B001), Northwood, NH, for a total of \$108,478 to purchase and operate a pumpout vessel in Hampton Harbor effective upon Governor and Council approval through December 31, 2017. 100% Federal Funds.

Funding is available in the account as follows with the authority to adjust encumbrances in each of the State fiscal years through the Budget Office if needed and justified. Funding for fiscal years 2016-2018 are contingent upon continuing appropriations and availability of funds.

	<u>FY2015</u>	<u>FY2016</u>	<u>FY2017</u>	<u>FY2018</u>
03-44-44-442010-2061-072-500573	\$18,750	-0-	-0-	-0-
Dept of Environmental Services, Clean Vessel Act, Grants-Federal				
03-44-44-442010-2061-103-502664	\$5,419	\$30,394	\$32,813	\$21,102
Dept of Environmental Services, Clean Vessel Act, Contacts for Op Services				

EXPLANATION

The Department of Environmental Services (DES) receives grants from the U.S. Fish and Wildlife Service under the provisions of the Clean Vessel Act (CVA). This funding is used in part to fund mobile pumpout services on the New Hampshire coastline. Mobile pumpouts can pump wastewater from the holding tanks of boats that are docked, moored, or traveling in coastal waters, making them more versatile than stationary facilities. The federal funds provide 75% of the total cost of the service. The contractor must supply a minimum of 25% contribution towards the total.

In the past, there was a single contractor hired for the entire seacoast area. In 2014, DES made the decision to enter into a separate contract for the southern part of the coast, primarily Hampton Harbor. This was done to reduce the wear and tear caused by open ocean travel on the state's pumpout boat and to increase opportunities for competition. The DES CVA program released a Request for Proposals for the southern part of the coast on October 24, 2014 through the Department of Administrative Services, Bureau of Purchase and Property website. Public notices were published in the Union Leader and the

Newburyport Daily News. A total of 2 proposals were received by DES, one each from Coastal Environmental Services of Mystic, CT and Lamey LLC of Northwood, NH. Both applicants were reviewed extensively and the contract was awarded to the lowest bid.

At the time of bidding, the total hours with the vessel on the water were limited to 288 in the 2015 season and 384 in the 2016 season. Coastal Environmental Services bid \$73,920 for the two seasons and Lamey LLC bid \$67,293. For this contract the maximum hours are set at 450 (including hours of the vessel on the water and additional administrative time) and the length of the contract is extended. Lamey LLC cost is \$108,478 and the approximate cost for Coastal Environmental Services would be \$113,602 if the hourly rate remained the same as in the bid for this extended timeframe. The bid from Lamey LLC includes the purchase of a pumpout vessel to be used in this service. This represents \$18,750 of the total bid amount, whereas Coastal Environmental Services proposed to use a boat they currently own.

Lamey LLC has contracted with the DES CVA program in the past and performed well. The proposal offers an efficient business plan, keeping the total cost low while still providing quality service. In addition Lamey LLC has been flexible during the initial proposal process and appears willing to work closely with DES staff to build this new service.

In the event that federal funds become no longer available, general funds will not be requested to support this program. This agreement has been approved by the Department of Justice as to form, substance, and execution.

We respectfully request your approval.


Thomas S. Burack
Commissioner

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Department of Environmental Services		1.2 State Agency Address 29 Hazen Drive Concord, NH 03302	
1.3 Contractor Name Lamey LLC		1.4 Contractor Address 1589 1st NH TPKE; Northwood NH 03261	
1.5 Contractor Phone Number 603-661-5749	1.6 Account Number 03-44-44-442010-2061-103	1.7 Completion Date 12/31/2017	1.8 Price Limitation \$108,478
1.9 Contracting Officer for State Agency Melanie Titus, CVA Program Coordinator		1.10 State Agency Telephone Number 603-271-8803	
1.11 Contractor Signature <i>Ryan J. Lamey</i>		1.12 Name and Title of Contractor Signatory Ryan J. Lamey, owner	
1.13 Acknowledgement: State of NH , County of Hermitage On 4-2-2015 , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace [Seal] <i>Donna M. Jones</i>		DONNA M. JONES NOTARY PUBLIC, NEW HAMPSHIRE My Commission Expires February 2, 2016	
1.13.2 Name and Title of Notary or Justice of the Peace Donna M. Jones Prog. Asst. NHDES DUGB			
1.14 State Agency Signature <i>Thomas S. Burack</i>		1.15 Name and Title of State Agency Signatory Thomas S. Burack, Commissioner	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) By: <i>Ja. M. ...</i> On: May 5, 2015			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.
3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("Effective Date").
3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

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

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.
5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.
5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.
5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

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

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.
6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. In addition, the Contractor shall comply with all applicable copyright laws.
6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.
6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.
7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.
7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.
7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

8. EVENT OF DEFAULT/REMEDIES.

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

- 8.1.1 failure to perform the Services satisfactorily or on schedule;
 - 8.1.2 failure to submit any report required hereunder; and/or
 - 8.1.3 failure to perform any other covenant, term or condition of this Agreement.
- 8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:
- 8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;
 - 8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;
 - 8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or
 - 8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

- 9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.
- 9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.
- 9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

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

Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

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

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

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

14. INSURANCE.

- 14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:
 - 14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$2,000,000 per occurrence; and
 - 14.1.2 fire and extended coverage insurance covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.
- 14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.
- 14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than fifteen (15) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be

Contractor Initials RL
Date 4/2/15

attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to endeavor to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than ten (10) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION.

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

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

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

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

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

19. CONSTRUCTION OF AGREEMENT AND TERMS.

This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual

intent, and no rule of construction shall be applied against or in favor of any party.

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

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

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

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

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

EXHIBIT A
SCOPE OF SERVICES

1. Lamey LLC is the "Contractor". The New Hampshire Department of Environmental Services (NHDES) is the "Department".
2. This Agreement consists of the following documents: Exhibits A, B, and C and Attachment A, which are all incorporated herein by reference as if fully set forth herein.
3. The Contractor will operate a mobile pumpout service in the Hampton Harbor area of Southern New Hampshire. This service will remove sewage from the holding tanks of recreational boats.
4. The Contractor will be fully responsible for the mobile pumpout vessel to be used in this agreement.
 - 4.1 The vessel will be registered in the Contractor's name and a copy of the registration will be provided to the Department.
 - 4.2 The title (or equivalent documents) will be held by the Contractor. A copy of the title (or equivalent documents) will be provided to the Department.
5. Deliverables shall be to the NHDES Clean Vessel Act (CVA) program as follows:
 1. Invoices detailing the total hours of service provided.
 2. Paid receipts for all purchases that are submitted for reimbursement.
 3. Information on each pumpout as specified in Contractor task 4.1.
 4. The total approximate volume of sewage removed from the pumpout boat and properly disposed of to a municipal sewer, stationary pumpout facility, or other legitimate disposal.

Deliverables are described in further detail in the following tasks that the **Contractor** shall perform:

Task 1. Operation

- 1.1 Contractor will acquire all necessary state and local permits and health requirements, and abide by any and all applicable state and local codes.
- 1.2 Contractor will ensure compliance with the Environmental Protection Agency's Small Vessel General Permit, which includes using best management practices and conducting

Contractor Initials RL
Date 4/2/15

quarterly vessel checks. More information can be found here:

<http://water.epa.gov/polwaste/npdes/vessels/Small-Vessel-General-Permit.cfm>.

- 1.3 Contractor will abide by all applicable federal regulations including but not limited to 50CFR85 (<http://www.gpo.gov/fdsys/pkg/CFR-2001-title50-vol1/pdf/CFR-2001-title50-vol1-part85.pdf>).
- 1.4 Contractor will not charge a fee in excess of \$10 per pumpout service (pending USFWS approval).
 - 1.4.1 All fees collected shall be deposited in a bank account of the Department's choosing.
 - 1.4.2 All fees collected should be kept in a safe and secure location.
 - 1.4.3 Fees should be deposited at least once every 7 days.
 - 1.4.4 Fees collected in excess of \$100 cash must be deposited within 24 hours.
- 1.5 Mobile pumpout service will collect boat sewage from recreational boats only. No bilge water, oily waste, or sewage from commercial vessels shall be collected.
- 1.6 The mobile pumpout vessel will travel to and service transient boats that are equipped with holding tanks. The service area will be Hampton Harbor only unless other areas of service are agreed upon in writing by the Department and the Contractor.
- 1.7 Contractor will have a means for proper disposal of the collected boat sewage, including the transport of sewage from residential boats to a disposal such as municipal sewer or stationary sewage facility. Contractor will acquire any of the necessary permissions to dispose of sewage.
- 1.8 Contractor will staff the pumpout vessel on a schedule agreed upon by the Department and the Contractor. A list of all staff and their qualifications will be provided to the Department.
- 1.9 The Contractor will notify the Department immediately if the mobile pumpout vessel will be out of service during a scheduled service day. The Contractor will email CVA@des.nh.gov or call (603) 271-8803 and leave a message if necessary.
- 1.10 The Contractor will begin service on a date mutually agreed upon between the Contractor and the Department. The target pumping service period is May 1st and the through October 31st.

Contractor Initials RL
Date 7/2/15

- 1.10.1 If unusually severe weather or other unforeseeable event places the mobile pumpout vessel at risk of damage or otherwise prohibits the service from occurring, the Contractor may delay the launch of the mobile pumpout vessel until after the target pumping service start date or close the service prior to the target pumping service end date. In either case, the Contractor will contact the Department immediately by emailing CVA@des.nh.gov, or calling (603) 271-8803 and leaving a message if necessary.
- 1.10.2 Target dates are subject to change annually based on funding, need for service, and weather. Changes in start or end date must be mutually agreed upon by the Department and the Contractor in writing at least 15 days prior to the date in question.

Task 2. Maintenance

- 2.1 Contractor will provide adequate docking and storage facilities for the pumpout vessel that ensure its structural integrity and longevity.
- 2.2 Contractor will provide for all routine maintenance (including winterization).
- 2.3 Contractor will repair the pumpout vessel as needed. Any operational issues that occur during boating season shall be fixed as efficiently as possible.
- 2.4 Contractor will obtain insurance for the mobile pumpout vessel and related services and provide a copy of the insurance to the Department.

Task 3. Documentation

- 3.1 The Contractor will gather and record information regarding each boat pumpout event. At a minimum, the information collected must include the date and time of the pumpout, the pumpout staff, the boat name or hull ID, the approximate gallons that were pumped, the location of the service, the fee that was collected (if any), and the method of fee collection (cash or check).
- 3.2 The Contractor will record the total gallons (as accurately as possible) of sewage pumped to the final sewage disposal location. The total gallons of sewage pumped and the location of

Contractor Initials RL
Date 4/2/15

the final sewage disposal site will be reported to the Department at the end of the boating season.

3.3 Contractor will provide invoices for the total hours the boat was in service. Invoice must include the date(s) the boat was in service, the total hours of service for each date, and the name of the boat operator.

3.4 Contractor will provide invoices for any additional hours related to the mobile pumpout service. Invoices must include the date(s) of the service, the total hours of service for each date, the name of the staff member, and the nature of the service provided. Eligible services include administration, routine maintenance, and the promotion of the mobile pumpout service. The maximum allowable additional service hours shall be agreed upon by the Department and the Contractor at the beginning of the boating season.

Contractor Initials RL
Date 4/2/15

EXHIBIT B
CONTRACT PRICE

The contract price for the aforementioned services shall be as follows:

1. Funding is contingent upon funds appropriated by the U.S. Fish and Wildlife Service under the Clean Vessel Act (CFDA # 15.616). Reimbursement could be reduced or eliminated based on federal funding availability.
2. Contractor will purchase a pumpout vessel to be used to accomplish the Scope of Service (as outlined in Exhibit A).
 - a. Total purchase price is not to exceed \$25,000 of which the Department will reimburse 75%, up to \$18,750
 - b. The vessel will be used solely for purposes directly related the CVA program.
 - c. In the event that applicant does not wish to continue a mobile pumpout service, and has completed the minimum requirement for years of service as outlined in this Agreement, the vessel must be evaluated at the contractor's expense at a mutually agreed upon marine evaluation service to determine the current fair market value by way of formal marine vessel valuation services. If the total value of the vessel and equipment is less than \$5,000, then the vessel and equipment may be retained, sold, or otherwise disposed of with no further obligation to the Department. If the total value of the vessel and equipment is in excess of \$5,000 then the vessel and equipment may be retained by the Contractor or sold, and the Department shall have a right to 75% of the current fair market value in the case where vessel is retained, or 75% of the total proceeds from the sale in the case where vessel is sold.
3. If the Contractor complies with all terms of this agreement, the Department agrees to pay up to 75% of the total expenses that are directly related to the mobile pumpout service up to the maximum amounts as listed in Attachment A. The Contractor must contribute at least 25% of the total expenses (can include in-kind match as pre-approved by the Department). All expenses are as follows:
 - a. The total maximum amount to be reimbursed for the duration of this contract is set at \$108,478.
 - b. The hourly rate for this boat captain is \$60.00 of which 75% (\$45.00) is reimbursed to the Contractor and 25% (\$15.00) will be used as in-kind match. The hourly rate will apply to time spent operating and maintaining the boat and any other service directly related to the operation of the mobile pumpout service. Total hours not to exceed 450 per state fiscal year.
 - c. The repair service charge is set at \$3.00 per hour of which 75% (\$2.25) is reimbursed to the Contractor and 25% (\$0.75) will be used as in-kind match. The repair service charge

Contractor Initials RL
Date 4/2/15

will be applied to every hour billed for time spent operating and maintaining the boat, or other service time spent operating the mobile pumpout service.

- d. All fuel and oil purchases for the mobile pumpout boat will be reimbursed 75% up to a maximum amount of \$2,625 per state fiscal year.
 - e. All supply purchases for the mobile pumpout boat will be reimbursed 75% up to a maximum amount of \$750 per state fiscal year.
 - f. All maintenance costs for the mobile pumpout boat will be reimbursed 75% up to a maximum amount of \$900 per state fiscal year. This includes routine maintenance only; all major repairs are the responsibility of the Contractor.
 - g. All sewage disposal fees for the mobile pumpout boat will be reimbursed 75% up to a maximum amount of \$3,600 per state fiscal year.
 - h. Insurance cost for the mobile pumpout boat will be reimbursed 75% up to a maximum amount of \$750 per state fiscal year.
 - i. Summer docking cost for the mobile pumpout boat will be reimbursed 75% up to a maximum amount of \$2,250 per state fiscal year.
 - j. All winterizing costs for the mobile pumpout boat will be reimbursed 75% up to a maximum amount of \$225 per state fiscal year.
 - k. All shrink wrapping costs for the mobile pumpout boat will be reimbursed 75% up to a maximum amount of \$225 per state fiscal year.
 - l. All winter storage costs for the mobile pumpout boat will be reimbursed 75% up to a maximum amount of \$225 per state fiscal year.
4. Invoices are subject to the approval of the CVA program staff before payment is processed.
 5. Funds may be reduced or denied if the Department receives three or more complaints from boaters regarding the availability or inappropriate use of the mobile pumpout vessel or if a Department staff inquiry reveals inappropriate use of the mobile pumpout vessel, related equipment, etc.
 6. Invoices should be submitted monthly and should include the budget item category (e.g. supplies, maintenance, etc.); itemized description of purchase(s) or service, and supporting documentation (e.g. receipts, paid invoices, etc.).

The billing address shall be as follows:

Attn: Melanie Titus, CVA Coordinator
NH Department of Environmental Services
29 Hazen Drive, PO Box 95
Concord, NH 03302-0095

Contractor Initials RL
Date 4/2/15

7. This Agreement shall be effective on the date it is approved by the Governor and Executive Council. The effective end date is December 31, 2017.

Contractor Initials RL
Date 4/2/15

EXHIBIT C
SPECIAL PROVISIONS

1. Subparagraph 14 of the *General Provisions* shall not apply to this Agreement. The Contractor will maintain insurance certificates for liability, and hull and trailer damage for the pumpout boat. The coverage limits will be \$1,000,000 for liability, \$10,000 for the hull, and \$1,000 for the trailer. The State will be listed as additional insured on the Contractor's policy and the Contractor will provide a copy of the insurance certificates to the State.
2. Federal funds paid under this agreement are from a grant to the state from U.S. Fish and Wildlife Service, Sport Fish Restoration and Boating Trust Fund under the Clean Vessel Act (CFDA #15.616). All applicable requirements, regulations, provisions, terms and conditions of this federal grant agreement are hereby adopted in full force and effect to the relationship between this Department and the Contractor. Additionally, the Contractor shall comply with the terms of the Federal Funding Accountability and Transparency Act (FFATA) by providing DES with their Data Universal Numbering System (DUNS) number.
3. The mobile pumpout boat shall be available for inspection periodically by Department personnel.
4. In the event of a failure on the part of the Contractor to comply with any provision of this agreement, the Department may, at its sole discretion, without any liability to the Contractor, deny or reduce payment to the Contractor and/or immediately terminate this agreement.
5. Failure to provide the pumpout service as described in this agreement may lead to a claim for repayment of the contract amount to NHDES, and could result in the placement of lien on the mobile pumpout vessel purchased through this agreement.

Contractor Initials RL
Date 7/2/15

EXHIBIT C
SPECIAL PROVISIONS

1. Subparagraph 14 of the *General Provisions* shall not apply to this Agreement. The Contractor will maintain insurance certificates for liability, and hull and trailer damage for the pumpout boat. The coverage limits will be \$1,000,000 for liability, \$10,000 for the hull, and \$1,000 for the trailer. The State will be listed as additional insured on the Contractor's policy and the Contractor will provide a copy of the insurance certificates to the State within 30 days of purchase of the pumpout boat.
2. Federal funds paid under this agreement are from a grant to the state from U.S. Fish and Wildlife Service, Sport Fish Restoration and Boating Trust Fund under the Clean Vessel Act (CFDA #15.616). All applicable requirements, regulations, provisions, terms and conditions of this federal grant agreement are hereby adopted in full force and effect to the relationship between this Department and the Contractor. Additionally, the Contractor shall comply with the terms of the Federal Funding Accountability and Transparency Act (FFATA) by providing DES with their Data Universal Numbering System (DUNS) number.
3. The mobile pumpout boat shall be available for inspection periodically by Department personnel.
4. In the event of a failure on the part of the Contractor to comply with any provision of this agreement, the Department may, at its sole discretion, without any liability to the Contractor, deny or reduce payment to the Contractor and/or immediately terminate this agreement.
5. Failure to provide the pumpout service as described in this agreement may lead to a claim for repayment of the contract amount to NHDES, and could result in the placement of lien on the mobile pumpout vessel purchased through this agreement.

Contractor Initials

RJL

Date

5/4/15

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 Lamey LLC is a New Hampshire limited liability company formed on January 17, 2006. I further certify that it is in good standing as far as this office is concerned, having filed the annual report(s) and paid the fees required by law; and that a certificate of cancellation has not been filed.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 6th day of April, A.D. 2015

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

William M. Gardner
Secretary of State

LLC Certificate of Authority

I, Ryan Joseph Lamey, hereby certify that I am a member of Lamey LLC, a limited liability company under RSA 304-C.

I certify that I am authorized to bind the LLC.

I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that I currently occupy the position indicated and that I have full authority to bind the LLC.

Signed: Ryan Joseph Lamey

Date: 4/2/15

State of New Hampshire, County of Merrimack

On this the 2nd day of April 2015, before me Donna Jones, the undersigned officer, personally appeared Ryan Joseph Lamey, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained. In witness whereof, I hereunto set my hand and official seal.

Donna Jones
Notary Public Signature

DONNA M. JONES
NOTARY PUBLIC, NEW HAMPSHIRE
My Commission Expires February 2, 2016

Commission Expires: _____

(affix seal)

Attachment A

Budget Estimate

Budget Item	CVA Grant Funding	Non-Federal Matching Funds	Total
Boat Purchase	\$ 18,750	\$ 6,250	\$ 25,000
Contractor Salary	\$ 1,125	\$ 375	\$ 1,500
Repair	\$ 56	\$ 19	\$ 75
Fuel and Oil	\$ 563	\$ 187	\$ 750
Supplies	\$ 375	\$ 125	\$ 500
Maintenance	\$ -	\$ -	\$ -
Sewage Disposal	\$ 300	\$ 100	\$ 400
Insurance	\$ 750	\$ 250	\$ 1,000
Summer Docking	\$ 2,250	\$ 750	\$ 3,000
Winterizing	\$ -	\$ -	\$ -
Shrink wrapping	\$ -	\$ -	\$ -
Winter Storage	\$ -	\$ -	\$ -
TOTAL FY15	\$ 24,169	\$ 8,056	\$ 32,225

Budget Item	CVA Grant Funding	Non-Federal Matching Funds	Total
Boat Purchase	\$ -	\$ -	\$ -
Contractor Salary	\$ 19,125	\$ 6,375	\$ 25,500
Repair	\$ 957	\$ 318	\$ 1,275
Fuel and Oil	\$ 2,062	\$ 688	\$ 2,750
Supplies	\$ 375	\$ 125	\$ 500
Maintenance	\$ 900	\$ 300	\$ 1,200
Sewage Disposal	\$ 3,300	\$ 1,100	\$ 4,400
Insurance	\$ 750	\$ 250	\$ 1,000
Summer Docking	\$ 2,250	\$ 750	\$ 3,000
Winterizing	\$ 225	\$ 75	\$ 300
Shrink wrapping	\$ 225	\$ 75	\$ 300
Winter Storage	\$ 225	\$ 75	\$ 300
TOTAL FY16	\$ 30,394	\$ 10,131	\$ 40,525

Budget Item	CVA Grant Funding	Non-Federal Matching Funds	Total
Boat Purchase	\$ -	\$ -	\$ -
Contractor Salary	\$ 20,250	\$ 6,750	\$ 27,000
Repair	\$ 1,013	\$ 337	\$ 1,350
Fuel and Oil	\$ 2,625	\$ 875	\$ 3,500
Supplies	\$ 750	\$ 250	\$ 1,000
Maintenance	\$ 900	\$ 300	\$ 1,200
Sewage Disposal	\$ 3,600	\$ 1,200	\$ 4,800
Insurance	\$ 750	\$ 250	\$ 1,000
Summer Docking	\$ 2,250	\$ 750	\$ 3,000
Winterizing	\$ 225	\$ 75	\$ 300
Shrink wrapping	\$ 225	\$ 75	\$ 300
Winter Storage	\$ 225	\$ 75	\$ 300
TOTAL FY17	\$ 32,813	\$ 10,937	\$ 43,750

Budget Item	CVA Grant Funding	Non-Federal Matching Funds	Total
Boat Purchase	\$ -	\$ -	\$ -
Contractor Salary	\$ 14,175	\$ 4,725	\$ 18,900
Repair	\$ 709	\$ 236	\$ 945
Fuel and Oil	\$ 1,838	\$ 612	\$ 2,450
Supplies	\$ 525	\$ 175	\$ 700
Maintenance	\$ 630	\$ 210	\$ 840
Sewage Disposal	\$ 2,550	\$ 850	\$ 3,400
Insurance	\$ -	\$ -	\$ -
Summer Docking	\$ -	\$ -	\$ -
Winterizing	\$ 225	\$ 75	\$ 300
Shrink wrapping	\$ 225	\$ 75	\$ 300
Winter Storage	\$ 225	\$ 75	\$ 300
TOTAL FY18	\$ 21,102	\$ 7,033	\$ 28,135

Budget Item	CVA Grant Funding	Non-Federal Matching Funds	Total
FY 15	\$ 24,169	\$ 8,056	\$ 32,225
FY 16	\$ 30,394	\$ 10,131	\$ 40,525
FY 17	\$ 32,813	\$ 10,937	\$ 43,750
FY18	\$ 21,102	\$ 7,033	\$ 28,135
Total	\$ 108,478	\$ 36,157	\$ 144,635

*The contractor maximum salary is based on 450 hours at \$60 per hour. Fiscal year 2015 maximum salary is based on 25 hours and fiscal year 2016 salary is based on 425 hours.

**Repair is paid for via a per hour service charge of \$3. Contractor is fully responsible for repairs.