



The State of New Hampshire
DEPARTMENT OF ENVIRONMENTAL SERVICES



Thomas S. Burack, Commissioner

March 15, 2016

APPROBING #12207 TAB

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

REQUESTED ACTION

Authorize the Department of Environmental Services (DES) to enter into a **SOLE SOURCE** agreement with the following entity, totaling \$40,595, to fund exotic aquatic plant control activities, effective upon Governor and Council approval, through December 31, 2016. 100% Lake Restoration Funds.

Vendor Name	Waterbody/Town/State	Vendor #	Grant Amount
SOLitude Lake Management, LLC	Beaver Lake, Derry, NH Pine Island Pond, Manchester, NH Turee Pond, Bow, NH	271412-R001	\$40,595
		Grand Total	\$40,595

Funding is available in the account as follows:

03-44-44-442010-1430-073-500580 FY 2016
 Dept. Environmental Services, Lakes Restoration Program, Grants-Nonfederal \$40,595

EXPLANATION

New Infestations of exotic aquatic plants were documented in Beaver Lake in Derry, Pine Island Pond in Manchester and in Turee Pond in Bow in 2015. DES proposes to enter into a sole source contract with SOLitude Lake Management, LLC to provide services for control of the exotic aquatic plants in the above listed waterbodies. SOLitude Lake Management, LLC is the only contractor serving the New England Region, having just merged with its local competition in the last two years. Pending funding and permit approval, SOLitude Lake Management, LLC will be providing plant control activities in the form of aquatic herbicide application in portions of these waterbodies, as part of an integrated invasive aquatic plant control program.

The primary purpose of New Hampshire’s Exotic Aquatic Plant Program is to “prevent the introduction and further dispersal of exotic aquatic weeds and to manage or eradicate exotic aquatic weed infestations in the surface waters of the state” (RSA 487:17, II).

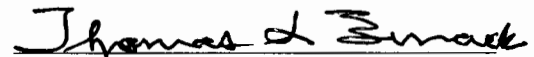
The program, initiated in 1981, have five focus areas: 1) Prevention of new infestations; 2) Monitoring for early detection of new infestations to facilitate rapid control activities;

3) Control of new and established infestations; 4) Research towards new control methods with the goal of reducing or eliminating infested areas; and 5) Regional cooperation.

The program is 100% fee funded through the Lake Restoration Fund. In the event that fee funds become no longer available, General Funds will not be requested to support this program.

This agreement was approved by the Office of the Attorney General as to form, execution, and content.

We respectfully request your approval.


Thomas S. Burack, Commissioner

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

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name NH Department of Environmental Services		1.2 State Agency Address 29 Hazen Drive Concord, NH 03301	
1.3 Contractor Name SÖLitude Lake Management, LLC		1.4 Contractor Address 1320 Brookwood Drive, Suite H Little Rock, AR 72202	
1.5 Contractor Phone Number 888.480.5253	1.6 Account Number 03-44-44210- 1430-073-500580	1.7 Completion Date December 31, 2016	1.8 Price Limitation \$40,595.00
1.9 Contracting Officer for State Agency Amy P. Smagula		1.10 State Agency Telephone Number 603-271-2248	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Marc D. Bellaud, President	
1.13 Acknowledgement: State of <u>MA</u> , County of <u>WORCESTER</u> On <u>FEB. 23, 2016</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace <div style="display: flex; align-items: center;"> <div style="margin-right: 20px;">  [Seal] </div> <div style="text-align: center;">  </div> <div style="margin-left: 20px;"> <p>NANCY A. MCGANN NOTARY PUBLIC Commonwealth of Massachusetts My Commission Expires December 18, 2020</p> </div> </div>			
1.13.2 Name and Title of Notary or Justice of the Peace Nancy A. McGann			
1.14 State Agency Signature 		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) (if applicable) By:  On: <u>4/5/16</u>			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

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

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

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

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

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

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

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

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

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

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

7. PERSONNEL.

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

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

Agreement. This provision shall survive termination of this Agreement.

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

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

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

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

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

14. INSURANCE.

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

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

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

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

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

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

19. CONSTRUCTION OF AGREEMENT AND TERMS.

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

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

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

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

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

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

EXHIBIT A
SCOPE OF SERVICES
BEAVER LAKE, PINE ISLAND POND AND TUREE POND
MILFOIL CONTROL PROJECTS

1. SŌLitude Lake Management, LLC is the contractor for these projects. The New Hampshire Department of Environmental Services (DES) is referred to as the “state.” Amy P. Smagula of the Watershed Management Bureau is the grant officer for the state.
2. New infestations of variable milfoil, an invasive aquatic plant, have become a nuisance problem in three new waterbodies: Beaver Lake in Derry, Pine Island Pond in Manchester and Turee Pond in Bow. Recreational uses of these waterbodies have been impacted due to growths of these plants, and further expansion of these plants can cause further problems to recreational and ecological values of the waterbody.
3. SŌLitude Lake Management, LLC was selected to perform herbicide applications for control of the variable milfoil in each of these waterbodies. This is the only company in the region that is licensed to perform herbicide treatments in larger aquatic systems; therefore, this is a sole source contract.
4. These projects will occur during the 2016 growing season at a time that is mutually agreeable to DES and SŌLitude Lake Management, LLC, contingent upon permit issuance by the Department of Agriculture, Markets and Food, Division of Pesticide Control (NHDPC).
5. The contractor shall perform the following tasks for each of the three waterbodies listed above:
 - **Task 1** Prepare and file a Special Permit application with NH DPC, including:
 - Completing the Special Permit Application form and assembling the normal required attachments;
 - Assembling names and mailing addresses for the abutting property owners that can be keyed to town tax maps;
 - Querying abutting property owners as to their source of domestic water;
 - Obtaining sign-offs from abutting property owners that will be required to restrict their water use during the treatment program; and
 - Completing all normal mailings and newspaper notifications required by the Special Permit.
 - **Task 2** Perform chemical treatment, if needed, of the infested areas of the subject waterbodies (inclusive of all labor, chemical & equipment) as specified in the bid, and based upon DES mapping.
 - **Task 3** Conduct pre and post-treatment surveys and submit the required written reporting to the State.
 - **Task 4** Coordinate post-treatment herbicide residue sample collection and analysis (assumes two samples collected from one site is acceptable).

Initials: MDB
Date: 2/23/16

6. DES will:

- Provide a contact person (if available) at the subject waterbodies that the contractor can contact for assistance in gathering names/addresses of abutting owners, and information on water sources;
- Provide the contractor with an electronic copy of the Long-Term Management Plan; and,
- Accompany the contractor on pre-treatment inspections of the subject waterbodies to identify treatment areas.

Initials: MDB
Date: 2/23/16

EXHIBIT B
CONTRACT AMOUNT AND PAYMENT SCHEDULE
BEAVER LAKE, PINE ISLAND POND AND TUREE POND
MILFOIL CONTROL PROJECTS

Payments shall be made by DES to the contractor upon approval of stated outputs and verification of the value of completed work through submittal of invoices for services rendered. DES will pay the contractor up to \$40,595.00 within 30 days of receiving the contractor's invoice(s) for the following actions:

For Beaver Lake, Derry

Action	Amount
Completion of Task 1	\$1,395.00
Completion of Task 2	\$6,835.00
Completion of Task 3	\$700.00
Completion of Task 4	\$1,100.00

For Pine Island Pond, Manchester

Action	Amount
Completion of Task 1	\$1,390.00
Completion of Task 2	\$9,955.00
Completion of Task 3	\$700.00
Completion of Task 4	\$1,100.00

For Turee Pond, Bow

Action	Amount
Completion of Task 1	\$1,225.00
Completion of Task 2	\$14,395.00
Completion of Task 3	\$700.00
Completion of Task 4	\$1,100.00

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

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

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

Initials: MDB
 Date: 2/23/10

**EXHIBIT C
SPECIAL PROVISIONS
BEAVER LAKE, PINE ISLAND POND AND TUREE POND
MILFOIL CONTROL PROJECTS**

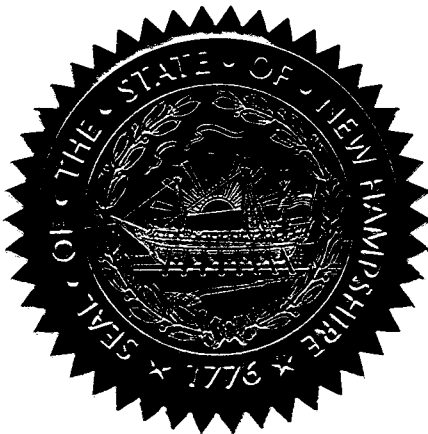
There are no special provisions.

Initials: MDB
Date: 2/23/10

State of New Hampshire Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that SOLitude Lake Management, LLC a(n) Virginia limited liability company registered to do business in New Hampshire on February 2, 2016. I further certify that it is in good standing as far as this office is concerned, having paid the fees required by law.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 10th day of March, A.D. 2016

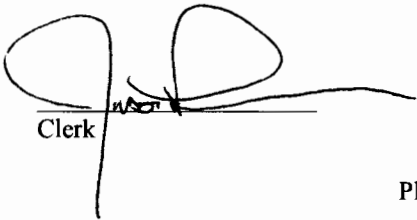
A handwritten signature in cursive script, appearing to read "William M. Gardner".

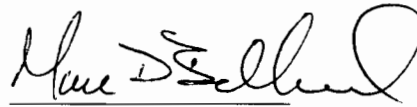
William M. Gardner
Secretary of State

CERTIFICATE OF AUTHORITY

According to SOLitude Lake Management, LLC's organizational documents and with approval from the company's Board of Directors at a meeting held on February 22nd, 2016 at which all Directors were present or waived notice, it was voted that: Marc D. Bellaud, President of this company, is authorized to execute contracts and bonds in the name and behalf of said company, and affix its Corporate Seal therein, and such executions of any contract of obligation in this company's name on its behalf of such President under seal of the company shall be valid and binding upon this company.

A TRUE COPY,


Clerk


President

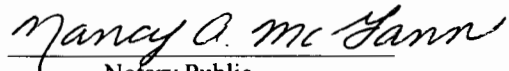
Place of Business:

590 Lake St.
Shrewsbury, MA 01545

Corporate Seal

State of Massachusetts
County of Worcester

On FEBRUARY 23, 2016, personally appeared before me Marc D. Bellaud and Jason Pananos, personally known to me or established on the basis of satisfactory documentary evidence, to be the person who executed the foregoing document, and acknowledged to me that he did do as his word and deed, and if on behalf of a company, that he is the President of said company, and executed the document with authority of the company's organizational documents and Board of Directors.


Notary Public



NANCY A. MCGANN
NOTARY PUBLIC
Commonwealth of Massachusetts
My Commission Expires
December 18, 2020



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/22/2016

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 Scottish American Risk Services 19563 E Mainstreet, Suite 200 Parker, CO 80138	CONTACT NAME: Jim Tripolone PHONE (A/C, No, Ext): 303-748-8869 E-MAIL ADDRESS: JimT@scolamerican.com FAX (A/C, No):
	INSURER(S) AFFORDING COVERAGE NAIC # INSURER A: Philadelphia Indemnity Insurance Company INSURER B: Insurance Company of the State of Pennsylvania INSURER C: INSURER D: INSURER E: INSURER F:
INSURED Solitude Lake Management LLC 2844 Crusader Circle Suite 450 Virginia Beach VA 23453	

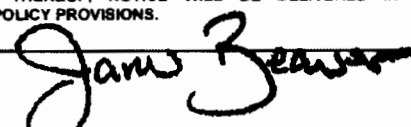
COVERAGES	CERTIFICATE NUMBER:	REVISION NUMBER:
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THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT 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.

ISR TR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> GENERAL LIABILITY			PHPK1442191	01/01/2016	01/01/2017	EACH OCCURRENCE \$ 1000000	
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$	
	CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	Y	Y				MED EXP (Any one person) \$	
							PERSONAL & ADV INJURY \$ 1000000	
	GEN'L AGGREGATE LIMIT APPLIES PER						GENERAL AGGREGATE \$ 3000000	
	<input checked="" type="checkbox"/> POLICY						PRODUCTS - COMP/OP AGG \$ 3000000	
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY			PHPK1442191	01/01/2016	01/01/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1000000	
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$	
	ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS	Y	Y				BODILY INJURY (Per accident) \$	
	HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident) \$	
A	<input checked="" type="checkbox"/> UMBRELLA LIAB			PHUB527737	01/01/2016	01/01/2017	EACH OCCURRENCE \$ 5000000	
	<input checked="" type="checkbox"/> EXCESS LIAB						AGGREGATE \$ 5000000	
	DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	Y	Y					
B	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WC025-07-2395	01/01/2016	01/01/2017	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS \$	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y / <input type="checkbox"/> N	N/A				Y	E.L. EACH ACCIDENT \$ 1000000
	If yes, describe under DESCRIPTION OF OPERATIONS below							E.L. DISEASE - EA EMPLOYEE \$ 1000000
								E.L. DISEASE - POLICY LIMIT \$ 1000000
A	Pollution Liability	Y	Y	9436131	01/01/2016	01/01/2017	Per Contamination \$5,000,000 Total Policy Aggregate \$5,000,000	

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

Certificate Holder is an additional insured on all policies with the exception of Workers Compensation. Coverage is Primary & Non-Contributory. Waiver of Subrogation endorsement is included.

CERTIFICATE HOLDER NH Department of Environmental Services 29 Hazen Drive 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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ACORD 25 (2010/05)

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**ATTACHMENT A
BUDGET ESTIMATE**

For Beaver Lake, Derry

Action	Amount
Completion of Task 1	\$1,395.00
Completion of Task 2	\$6,835.00
Completion of Task 3	\$700.00
Completion of Task 4	\$1,100.00

For Pine Island Pond, Manchester

Action	Amount
Completion of Task 1	\$1,390.00
Completion of Task 2	\$9,955.00
Completion of Task 3	\$700.00
Completion of Task 4	\$1,100.00

For Turee Pond, Bow

Action	Amount
Completion of Task 1	\$1,225.00
Completion of Task 2	\$14,395.00
Completion of Task 3	\$700.00
Completion of Task 4	\$1,100.00