

The State of New Hampshire
Department of Environmental Services

Thomas S. Burack, Commissioner

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



December 3, 2012

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

REQUESTED ACTION

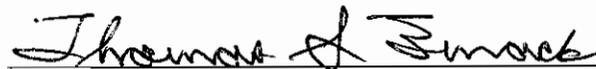
Authorize the Department of Environmental Services to amend an agreement (PO# 1010425) with the Town of Wolfeboro, NH, (VC #177500), for the *Rust Pond, North Inlet and Rte 28 Boat Launch Watershed Management Plan and Stormwater BMP Projects, Phase 1* project by extending the completion date to December 31, 2013 from December 31, 2012 effective upon Governor and Council approval through December 31, 2013. The original agreement was approved by G&C on August 11, 2010, Item # 37. 100% Federal Funds. No additional funding is requested in this amendment.

EXPLANATION

Rust Pond, is a 210 acre waterbody located in Wolfeboro, NH. While the overall pond water quality is quite good there are two locations, the North Inlet and Rte 28 boat launch, known for excessive sediment loading. The north Inlet sediment loads are so excessive that dock access is impossible at the north end of the pond where the stream discharges. The primary factors believed to be causing the impairment are channel erosion and incision from upstream hydro-modifications and stream bank modification and destabilization. Additional sediment loading appears to be attributable to road runoff at the boat launch off of Route 28. DES is requesting approval of this amendment in order to provide the Town additional time to complete the project's Scope of Services. A copy of the original agreement is included as Attachment A.

Through this project, the Town is working cooperatively with local stakeholders and a professional consulting firm to develop a watershed based plan addressing these issues. The watershed plan elements include assessment of the sources and nature of the problems, and the development of a prioritized list of remedial actions which will guide the corrective actions at the Pond. This project also includes implementation of treatment practices to begin addressing excessive sediment loading at known trouble spots. This request for a time extension is necessary because it has taken longer than anticipated to coordinate approval from a landowner to construct the treatment practices on their property.

In the event that Federal Funds become no longer available, General Funds will not be requested to support this program. This amendment has been approved by the Office of the Attorney General as to form, execution, and content. We respectfully request your approval.


Thomas S. Burack, Commissioner

Agreement for Services with the Town of Wolfeboro
Amendment No. 1

This Agreement (hereinafter called the "Amendment") dated this 5th day of October, 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 Town of Wolfeboro, acting by and through its office, name of officer (hereinafter referred to as the "Grantee").

WHEREAS, pursuant to an Agreement (hereinafter called the "Agreement") approved by the Governor and Council on August 11, 2010, the Grantee agreed to perform certain services upon the terms and conditions specified in the Agreement 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 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 of Agreement: The Agreement is hereby amended as follows:

The Completion Date as set forth in sub-paragraph 1.6 of the agreement shall be changed from December 31, 2012 to December 31, 2013.

2. Effective Date of Amendment: 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.

Grantee Initials

Date:


10/13/2012

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

Town of Wolfeboro

By David W. Owen
name and office of signee DAVID W. OWEN, TOWN MANAGER

STATE OF NEW HAMPSHIRE
COUNTY OF Carroll

On this the ~~date~~ 15th of October ~~day of month,~~ 2012 ~~year,~~ before the undersigned officer, personally appeared name and office of signee 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.

Anne C. Marble
enter name notary public/JOP, select title

My Commission Expires: date

ANNE C. MARBLE
Notary Public - New Hampshire
My Commission Expires December 8, 2015

THE STATE OF NEW HAMPSHIRE
Department of Environmental Services

By Thomas S. Burack
Thomas S. Burack, Commissioner

Approved by Attorney General this 29 day of November, 2012

OFFICE OF ATTORNEY GENERAL

By Evan McElroy
Evan McElroy
Grantee Initials EM
Date: 10/15/2012

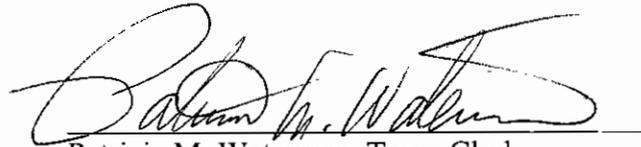
CERTIFICATE OF AUTHORITY

I, Patricia M. Waterman, Town Clerk of Wolfeboro, New Hampshire do hereby certify that:

- (1) at the Town Meeting held 8th, March, 1994 the Town voted to authorize the Town to apply for, accept and expend money from state, federal, or other governmental unit or a private source which becomes available during the year in accordance with the procedures set forth in New Hampshire law;
- (2) at the regular meeting of 10th, May, 2010 the Board of Selectmen voted to accept federal Clean Water Act funds and enter into a contract with the New Hampshire Department of Environmental Services. The Board of Selectmen further authorized the Town Manager to execute any documents which may be necessary to effectuate this contract;
- (3) The Town of Wolfeboro warrants that this authorization has not been revoked, annulled, or amended in any manner whatsoever, and remain in full force and effect as of the date hereof; and
- (4) the following person has been appointed to and now occupies the office indicated under item (2) above:

David W. Owen

IN WITNESS WHEREOF, I have hereunto set my hand as the Town Clerk of Wolfeboro, New Hampshire this 25th, October, 2012.



Patricia M. Waterman, Town Clerk

My Commission Expires:

State of New Hampshire
County of Carroll

On this 25th day of October, 2012, before me Anne C. Marble, the undersigned officer, personally appeared Patricia M. Waterman who acknowledged herself/himself to be the Town Clerk of Wolfeboro, New Hampshire, and that she/he as such Town Clerk, being authorized to do so, executed the foregoing instrument for the purpose therein contained.

In witness whereof I hereunto set my hand and official seal.



Justice of the Peace/Notary Public
Commission Expiration Date:

(Seal)

ANNE C. MARBLE
Notary Public - New Hampshire
My Commission Expires December 8, 2015



CERTIFICATE OF COVERAGE

The New Hampshire Public Risk Management Exchange (Primex²) is organized under the New Hampshire Revised Statutes Annotated, Chapter 5-B, Pooled Risk Management Programs. In accordance with those statutes, its Trust Agreement and bylaws, Primex² is authorized to provide pooled risk management programs established for the benefit of political subdivisions in the State of New Hampshire.

Each member of Primex² is entitled to the categories of coverage set forth below. In addition, Primex² may extend the same coverage to non-members. However, any coverage extended to a non-member is subject to all of the terms, conditions, exclusions, amendments, rules, policies and procedures that are applicable to the members of Primex², including but not limited to the final and binding resolution of all claims and coverage disputes before the Primex² Board of Trustees. The Additional Covered Party's per occurrence limit shall be deemed included in the Member's per occurrence limit, and therefore shall reduce the Member's limit of liability as set forth by the Coverage Documents and Declarations. The limit shown may have been reduced by claims paid on behalf of the member. General Liability coverage is limited to Coverage A (Personal Injury Liability) and Coverage B (Property Damage Liability) only. Coverage's C (Public Officials Errors and Omissions), D (Unfair Employment Practices), E (Employee Benefit Liability) and F (Educator's Legal Liability Claims-Made Coverage) are excluded from this provision of coverage.

The below named entity is a member in good standing of the New Hampshire Public Risk Management Exchange. The coverage provided may, however, be revised at any time by the actions of Primex². As of the date this certificate is issued, the information set out below accurately reflects the categories of coverage established for the current coverage year.

This Certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend, or alter the coverage afforded by the coverage categories listed below.

Participating Member: Town Of Wolfeboro 84 South Main Street PO Box 629 Wolfeboro, NH 03894	Member Number: <p style="text-align: center; font-size: 1.2em;">331</p>	Company Affording Coverage: NH Public Risk Management Exchange - Primex ² Bow Brook Place 40 Donovan Street Concord, NH 03301-2624
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	Type of Coverage	Effective Date (mm/dd/yyyy)	Expiration Date (mm/dd/yyyy)	Limits - NH Statutory Limits May Apply	
<input checked="" type="checkbox"/>	General Liability (Occurrence Form) Professional Liability (describe) <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence	7/1/2012	7/1/2013	Each Occurrence	\$ 2,000,000
				General Aggregate	\$ 2,000,000
				Fire Damage (Any one fire)	\$
				Med Exp (Any one person)	
	Automobile Liability Deductible Comp and Coil: <input type="checkbox"/> Any auto			Combined Single Limit (Each Accident)	
				Aggregate	
	Workers' Compensation & Employers' Liability			Statutory	
				Each Accident	
				Disease - Each Employee	
				Disease - Policy Limit	\$
	Property (Special Risk includes Fire and Theft)			Blanket Limit Replacement Cost (unless otherwise stated)	Deductible:

Description: For Rust Pond Project Grant. Interest of NH DES is included as Additional Covered Party for this project only. The certificate holder is named as Additional Covered Party, but only to the extent liability is based solely on the negligence or wrongful acts of the member, its employees, agents, officials or volunteers. This coverage does not extend to others. Any liability resulting from the negligence or wrongful acts of the Additional Covered Party, or their employees, agents, contractors, members, officers, directors or affiliates is not covered.

CERTIFICATE HOLDER:	<input checked="" type="checkbox"/>	Additional Covered Party	<input type="checkbox"/>	Loss Payee	Primex ² - NH Public Risk Management Exchange
Department of Environmental Services 29 Hazen Dr. Concord, NH 03301					By: <i>Tammy Deane</i>
					Date: 10/31/2012 tdeane@nhprimex.org Please direct inquiries to: Primex² Claims/Coverage Services 803-225-2841 phone 603-228-3833 fax



CERTIFICATE OF COVERAGE

The New Hampshire Public Risk Management Exchange (Primex³) is organized under the New Hampshire Revised Statutes Annotated, Chapter 5-B, Pooled Risk Management Programs. In accordance with those statutes, its Trust Agreement and bylaws, Primex³ is authorized to provide pooled risk management programs established for the benefit of political subdivisions in the State of New Hampshire.

Each member of Primex³ is entitled to the categories of coverage set forth below. In addition, Primex³ may extend the same coverage to non-members. However, any coverage extended to a non-member is subject to all of the terms, conditions, exclusions, amendments, rules, policies and procedures that are applicable to the members of Primex³, including but not limited to the final and binding resolution of all claims and coverage disputes before the Primex³ Board of Trustees. The Additional Covered Party's per occurrence limit shall be deemed included in the Member's per occurrence limit, and therefore shall reduce the Member's limit of liability as set forth by the Coverage Documents and Declarations. The limit shown may have been reduced by claims paid on behalf of the member. General Liability coverage is limited to Coverage A (Personal Injury Liability) and Coverage B (Property Damage Liability) only, Coverage's C (Public Officials Errors and Omissions), D (Unfair Employment Practices), E (Employee Benefit Liability) and F (Educator's Legal Liability Claims-Made Coverage) are excluded from this provision of coverage.

The below named entity is a member in good standing of the New Hampshire Public Risk Management Exchange. The coverage provided may, however, be revised at any time by the actions of Primex³. As of the date this certificate is issued, the information set out below accurately reflects the categories of coverage established for the current coverage year.

This Certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend, or alter the coverage afforded by the coverage categories listed below.

<i>Participating Member:</i>	<i>Member Number:</i>	<i>Company Affording Coverage:</i>
Town Of Wolfeboro 84 South Main Street PO Box 629 Wolfeboro, NH 03894	331	NH Public Risk Management Exchange - Primex ³ Bow Brook Place 46 Donovan Street Concord, NH 03301-2624

Type of Coverage	Effective Date (mm/dd/yyyy)	Expiration Date (mm/dd/yyyy)	Limits - NH Statutory Limits May Apply, If Not	
General Liability (Occurrence Form) Professional Liability (describe) <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence			Each Occurrence	\$
			General Aggregate	\$
			Fire Damage (Any one fire)	\$
			Med Exp (Any one person)	\$
Automobile Liability Deductible Comp and Coll: <input type="checkbox"/> Any auto			Combined Single Limit (Each Accident)	
			Aggregate	
<input checked="" type="checkbox"/> Workers' Compensation & Employers' Liability	1/1/2012	1/1/2013	<input checked="" type="checkbox"/> Statutory	
			Each Accident	\$2,000,000
			Disease – Each Employee	\$2,000,000
			Disease – Policy Limit	\$
<input type="checkbox"/> Property (Special Risk includes Fire and Theft)			Blanket Limit, Replacement Cost (unless otherwise stated)	

Description: Proof of Primex Member coverage only.

CERTIFICATE HOLDER:	Additional Covered Party	Loss Payee	Primex³ – NH Public Risk Management Exchange
			By: <i>Tammy Denver</i>
NH Dept of Environmental Services 29 Hazen Dr, PO Box 95 Concord, NH 03301			Date: 11/2/2012 tdenver@nhprimex.org
			Please direct inquires to: Primex³ Claims/Coverage Services 603-225-2841 phone 603-228-3833 fax

Attachment A
Copy of original Grant Agreement



The State of New Hampshire
DEPARTMENT OF ENVIRONMENTAL SERVICES

Jeff Manary

Thomas S. Burack, Commissioner

July 29, 2010

APPROVED G & C

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

DATE 8/11/10
ITEM # 37

REQUESTED ACTION

Authorize the Department of Environmental Services to enter into an agreement with the Town of Wolfeboro NH, VC #177500, in the amount of \$50,000 to complete the *Rust Pond, North Inlet and Rte 28 Boat Launch Watershed Management Plan and Stormwater BMP Projects, Phase 1* project effective upon Governor and Council approval through December 31, 2012. 100% Federal Funds.

Funding is available in the account as follows:

03-44-44-442010-2035-072-500574
Dept Environmental Services, NPS Restoration Program, Grants - Federal

FY 2011

50,000

EXPLANATION

The Department of Environmental Services issued a Request For Proposals (RFP) for the 2010 Watershed Restoration Grants program. The proposal process is a two-part process involving pre-proposals, and full proposals. Eleven pre-proposals were received. The pre-proposals were ranked based on the criteria included in the RFP: water quality benefits, potential to restore impaired waters, commitment of local support, clarity of project outcomes, tasks matching goals, and overall quality of the proposal. The eight highest ranking organizations were invited to attend an interview with DES staff to further discuss the proposed project, and then invited to submit full proposals. Based on results of the interview, quality of the full proposal submitted, and available federal grant funding, seven projects were selected to receive funding. Please see Attachment B for a list of project rankings and review team members.

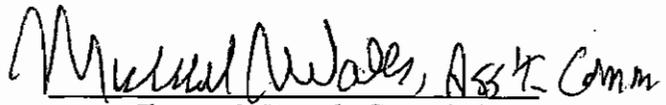
The DES Watershed Assistance Section focuses on the reduction of nonpoint source (NPS) pollution. NPS pollution occurs when rainfall, snowmelt, or irrigation water runs over land or through the ground, transporting materials which are then deposited into rivers, lakes, and coastal waters, or introduced into the groundwater. Pollutants can include chemicals, sediments, nutrients, and toxics. These materials can have harmful effects on drinking water supplies, recreation, fisheries, and wildlife. Land development or changes in land use can also cause NPS pollution by disrupting the natural hydrology of a water body, increasing impervious surfaces, and contributing to the loss of aquatic habitat. Watershed Assistance programs address NPS pollution by managing land use and drainage on a watershed scale.

Rust Pond, is a 210 acre waterbody located in Wolfeboro, NH. The 1651 acre watershed is located in Wolfeboro and New Durham, NH. While the overall pond water quality is quite good there are two locations, the North Inlet and Rte 28 boat launch, known for excessive sediment loading. The north Inlet sediment loads are so excessive that dock access is impossible at the north end of the pond where the stream discharges. The primary factors believed to be causing the impairment are channel erosion and incision from upstream hydro-modifications and streambank modification and destabilization. Additional sediment loading appears to be attributable to road runoff at the boat launch off of Route 28.

Through this project, the Town will work cooperatively with local stakeholders and a professional consulting firm to develop a watershed based plan addressing these issues. These areas will be assessed for opportunities to reduce the sediment loading and find opportunities for stormwater infiltration and treatment, and streambank stabilization. Plan elements include assessment of the sources and nature of the problems, and the development of a prioritized list of remedial actions which will guide the future corrective actions at the Pond. This project also includes several small scale Best Management Practice implementations to begin addressing sediment loading issues at known trouble spots.

The total project costs are budgeted at \$85,950. DES will provide \$50,000 (58%) of the project costs through a federal grant and the Town of Wolfeboro will provide the remaining costs through cash and in-kind services. A budget breakdown is provided in Attachment A. As required by Section 319 of the Clean Water Act, federal funds provided to this project must be matched by a local, state, or private share of at least 40 percent. In the event that federal funds become no longer available, General funds will not be requested to support this program.

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

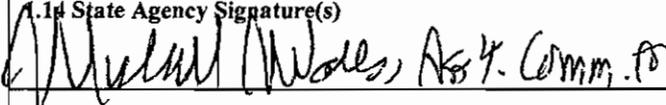
GRANT AGREEMENT

Subject: Rust Pond, North Inlet and Rte 28 Boat Launch Watershed Management Plan and Stormwater BMP Projects, Phase 1

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 Town of Wolfeboro		1.4 Grantee Address South Main Street Wolfeboro, NH 03894	
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 \$50,000
1.9 Grant Officer for State Agency Eric Williams, Watershed Assistance Section Supervisor		1.10 State Agency Telephone Number 603-271-2358	
1.11 Grantee Signature 		1.12 Name & Title of Grantee Signor DAVID W. OWEN, TOWN MANAGER	
1.13 Acknowledgment: State of New Hampshire, County of <u>Carroll</u> On <u>5/11/10</u> , before the undersigned officer, personally appeared the person identified in block 1.12., or satisfactorily proven to be the person whose name is signed in block 1.11., and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace (Seal) 			
1.13.2 Name & Title of Notary Public or Justice of the Peace ANNE C. MARBLE Notary Public - New Hampshire My Commission Expires January 11, 2011			
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's Office (Form, Substance and Execution) By:  Attorney, On: 7/14/10			
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 acquisition 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 for examination, 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 On and after the Effective Date 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, 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 continuance 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 any part out of such Project, shall participate in any decision relating to this 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 any 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 benefits, worker's 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 17.1 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 of 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 instrument 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 any 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 Town of Wolfeboro, NH shall perform the following tasks as described in the detailed proposal titled *Rust Pond, North Inlet and Rte 28 Boat Launch Watershed Management Plan and Stormwater BMP Projects, Phase 1*, revised version submitted by the Town of Wolfeboro, NH, on February 10, 2010:

Objective 1: Contract with a consultant to develop the watershed management plan. The watershed management plan must address EPA elements "a-i".

- **Deliverable 1A:** Consultant(s) secured, and documentation provided to DES.
 - Task 1: Conduct meeting (s) to determine process for consultant pre-qualification. Follow State and Federally approved process to issue request for qualifications. Provide request documents to DES for review and approval prior to publication.
 - Task 2: Review consultant pre-qualifications and conduct consultant interviews if necessary. Qualifications must include experience with fluvial geomorphology.
 - Task 3: Select consultant(s) and draft for DES review and approval an agreement between the organization and the consultant(s) for a scope of work. The scope of work shall at a minimum include all consultant assigned tasks outlined in objectives 2-10. Provide contract to DES for review and approval prior to signature.

Objective 2: Preparation of site specific project plan (SSPP).

- **Deliverable 2A:** Provide an approved SSPP developed using the Generic Watershed Management Plan QAPP to address water quality goals (objective 3), watershed load and stormwater modeling (objectives 4/5/6) and BMP/ NPS load reduction management measures (objective 9).
 - Task 4: Prepare and submit a SSPP to DES for review and comment.
 - Task 5: Review SSPP and provide comments to consultant.
 - Task 6: Address Wolfeboro, Rust Pond Association/DES SSPP comments.
 - Task 7: Final SSPP submitted to Wolfeboro, Rust Pond Association and DES for approval. Approval of the SSPP must precede any data manipulation, collection, or modeling occurs.

Objective 3: Establish the desired stable channel condition of the North Inlet and the water quality goal for each water quality parameter (sediment) identified in the watershed management plan.

- **Deliverable 3A:** Completed calculation of the stable channel condition of the North Inlet and the current water quality for each water quality parameter and verification that stormwater runoff and sediment loads can be reduced. Documentation provided to DES. No work under this objective shall commence until DES approves the SSPP required under Objective 2.
 - Task 8: Develop the desired stable channel condition and water quality goal(s) for North Inlet and Rte 28 Watersheds necessary to eliminate sediment impairment at the North End of Rust Pond and reduce sediment loads at the Rte 28 boat launch.
 - Task 9: Hold meeting or conference call with Wolfeboro, RPA and DES to agree on the water quality goal(s).
 - Task 10: Formally document the water quality goal(s) being addressed in the watershed management plan.

Objective 4: Identify current and future pollution sources (EPA element a).

- **Deliverable 4A:** Development and documentation of the process required for formally arriving at the water quality goal. Provide documentation to DES.

- Task 11: Model stormwater runoff (volume and peak flows for 2, 10, 25, 50 and 100 yr storm) and annual sediment pollution source loads for each subwatershed using Hydrocad, STEPL model, fluvial geomorphology analysis or other approved methods to determine stable channel conditions and calculate excess sediment transport over equilibrium conditions. Submit to Wolfeboro, RPA and DES for review/ approval.
- Task 12: Model stormwater runoff and sediment loads based upon future watershed conditions according to current zoning. Submit for DES review/approval.
- Task 13: Determine reductions needed to achieve reduced stormwater runoff rates and sediment loads for current and future subwatershed conditions to meet stormwater and sediment water quality goals.

Objective 5: Estimate stream morphology changes and pollution reductions needed to achieve water quality goals and future watershed conditions (EPA element b). Provide documentation to DES.

- **Deliverable 5A:** Identification of the current and future stable channel configurations and stormwater and sediment pollution source loads for each subwatershed. Provide documentation to DES.
 - Task 14: Determine the stable channel conditions and estimate the stormwater and pollutant load reductions expected for each of the management measures described under EPA element c for each subwatershed.

Objective 6: Determine the actions needed to achieve stable channel conditions and to reduce pollution source loads in order to maintain the water quality goal (EPA elements c, f, g and h). Provide documentation to DES.

- **Deliverable 6A:** Stable stream channel profile and configuration and an estimate of the total load reduction needed to maintain the water quality goals for future watershed conditions. Provide documentation to DES.
 - Task 15: A description of the stream channel construction and stabilization and stormwater and NPS management measures that will need to be implemented to achieve the stormwater and pollutant load reduction estimated under EPA element "b"
 - Task 16: Estimate the amounts of technical and financial assistance needed to implement the watershed management plan (EPA element d).
 - Task 17: Develop a schedule for implementing the stream channel, stormwater, and NPS management measures identified in this plan (EPA element f).
 - Task 18: Develop and describe interim, measurable milestones for determining whether stream channel, stormwater, and NPS management measures or other control actions are being implemented (EPA element g).
 - Task 19: Develop a monitoring component to evaluate the effectiveness of the stream channel, stormwater, and NPS management measure implementation efforts over time (EPA element i).
 - Task 20: Develop a set of criteria or statistical analysis that can be used to determine whether the desired stream channel, stormwater, and pollutant load reduction is being achieved over time and if substantial progress is being made towards attaining water quality standards, and, if not, the criteria for determining whether this watershed-based plan needs to be revised (EPA element h).

Objective 7: Outreach and education (EPA element e).

- **Deliverable 7A:** Outreach and education chapter of the watershed management plan to provide recommendations for enhancing public understanding of plan action items as they are implemented. Provide documentation to DES.
 - Task 21: Develop an outreach and education advisory committee. Coordinate with the consultant to conduct at least one meeting to provide guidance and material for this element of the watershed management plan.
 - Task 22: Develop recommendations for public outreach and education activities to be performed during watershed management plan implementation.

- **Deliverable 7B:** An information/ education component that will be used enhance public understanding and encourage early and continued participation in development of the watershed management plan which will include future NPS (phosphorus) management measures. Provide documentation to DES.
 - Task 23: Establish/maintain the Rust Pond Association website with a dedicated page to the Grant Progress, including approved documents related to the WMP.
 - Task 24: Conduct two RPA Board meeting to discuss WMP initiatives, schedule, goals, and progress.
 - Task 25: Conduct two RPA Association meetings to discuss WMP initiatives, schedule, goals, and progress.
 - Task 26: Conduct one meeting with Town of Wolfeboro Board of Selectman to discuss WMP initiatives, schedule, goals, and progress.
- **Deliverable 7C:** An information/education component that will be used to encourage participation in the Volunteer Lake Assessment Program (VLAP).
 - Task 27: Recruit participants to participate in annual VLAP training, education, collection, and result assimilation.

Objective 8: Draft and final watershed management plan.

- **Deliverable 8A:** Draft and final watershed management plan provided to DES.
 - Task 28: Submit draft watershed management plan to Wolfeboro, RPA and DES for initial review.
 - Task 29: Review draft watershed management plan and submit comments to consultant.
 - Task 30: Submit 2nd draft/final watershed management plan to DES/Rust Pond Association for final review and comment and incorporate final comments.
 - Task 31: Submit five hard copies and five digital copies of the final watershed management plan to DES.

Objective 9: BMP design and construction.

- **Deliverable 9A:** Complete design and construction for 2-3 stormwater and/ or sediment removing best management practices. Provide documentation to DES.
 - Task 32: Submit Design plans and cost estimates for at least 5-6 BMP locations, depending on complexity identified in the WMP and selected by Town and Rust Pond Assoc. If design work is not completed by the consultant selected for development of the watershed based plan, secure additional consultants as outlined in tasks 1-3.
 - Task 33. Submit an Operation and Maintenance (O & M) Plan to document O & M activities including, but not limited to: description of O & M activities to be performed on management practices; schedule of activities to be performed; responsible parties; record keeping and retention
 - Task 34: Construct 2-3 stormwater/ sediment reducing/ removal BMPs. If work is contracted, select subcontractor using methods in compliance with state and federal regulations. Submit bid documents to DES for review and approval prior to publication, and submit scope of services to DES for review and approval prior to signing of contract.
 - Task 35: Project oversight for 2-3 stormwater/ sediment reducing/ removal BMPs.

Objective 10: Grant semi-annual and final reports.

- **Deliverable 10A:** Complete and submit grant semi-annual and final reports.
 - Task 36: Submit electronic semi-annual reports documenting all work performed on the project at the end of each June, and December, of the project period.
 - Task 37: Submit a comprehensive final report in both electronic and hard-copy to DES on or before the project completion date. The final report shall include load reduction estimates, photo-documentation of installed system components, and comply with the DES and EPA requirements

found in the final report guidance document on the DES Watershed Assistance Section webpage at www.des.state.nh.us/wmb/was/docs/Final_Report_Guidance_Version1.doc.

Additional Provisions of the Agreement

Quality Assurance

All project activities which are to be guided by a Quality Assurance document such as a Quality Assurance Project Plan (QAPP) or Site Specific Project Plan (SSPP) must **not** begin prior to DES/EPA approval of that QA document. In the event that sampling, modeling, or other such activities precede QA document approval, the data will not be considered valid, and the grantee will forfeit the ability to receive payment for those activities.

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 in part by a Watershed Assistance Grant from the NH Department of Environmental Services with Clean Water Act Section 319 funds from the United States Environmental Protection Agency".

Operations and Maintenance

Management practices implemented as agreed upon in the scope of services of this grant agreement and with funds awarded under the NH 319 Watershed Assistance Grants Program shall be properly operated and maintained for the intended purposes during the life span of the project. The life span of a project shall be determined by the Grantee, tailored to the types of practices expected to be funded in this project, and agreed upon by DES. The Grantee shall provide DES with an engineering estimate of the design life of the best management practice(s) (BMPs).

Operation includes the administration, management, and performance of non-maintenance actions needed to keep the completed practice safe and functioning as intended. Maintenance includes work to prevent deterioration of the practice, repairing damage, or replacement of the practice to its original condition if one or more components fail. The Grantee shall assure that any sub-award of Section 319 funds similarly include the same condition in the sub-award. Additionally, both EPA and DES reserve the right to periodically inspect a practice during the life span of the project to ensure that operation and maintenance are occurring. If it is determined that the participants are not operating and maintaining these practices in an appropriate manner, DES may request a refund for that practice supported by the grant.

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 outputs and upon receipt of an associated invoice. Documentation of match costs (including the value of volunteer labor) shall be provided with each payment request. The final invoice shall include total match cost documentation of \$35,350. Payment shall be made in accordance with the following schedule based upon completion of specific tasks described in Exhibit A:

Upon completion and DES approval of Tasks 1 through 7	\$1,400
Upon completion and DES approval of Tasks 8 through 10	\$1,000
Upon completion and DES approval of Tasks 11 through 13	\$4,500
Upon completion and DES approval of Task 14	\$1,000
Upon completion and DES approval of Tasks 15 through 20	\$2,000
Upon completion and DES approval of Tasks 21 through 27	\$3,200
Upon completion and DES approval of Tasks 28 through 31	\$8,000
Upon completion and DES approval of Task 32 and 33	\$11,800
Upon completion and DES approval of Tasks 34 and 35	\$15,000
Upon completion and DES approval of Task 36 and 37	\$2,100
Total	\$50,000

Funding is provided through a Watershed Assistance Grant from the NH Department of Environmental Services with Clean Water Act Section 319 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.

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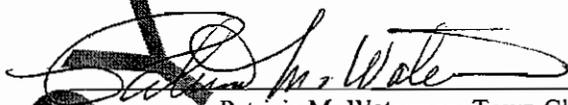
CERTIFICATE OF AUTHORITY

I, Patricia M. Waterman, Town Clerk of Wolfeboro, New Hampshire do hereby certify that:

- (1) at the Town Meeting held 8th, March, 1994 the Town voted to authorize the Town to apply for, accept and expend money from state, federal, or other governmental unit or a private source which becomes available during the year in accordance with the procedures set forth in New Hampshire law;
- (2) at the regular meeting on 5th, May, 2010 the Board of Selectmen voted to accept federal Clean Water Act funds and enter into a contract with the New Hampshire Department of Environmental Services. The Board of Selectmen further authorized the Town Manager to execute any documents which may be necessary to effectuate this contract;
- (3) The Town of Wolfeboro warrants that this authorization has not been revoked, annulled, or amended in any manner whatsoever, and remain in full force and effect as of the date hereof; and
- (4) the following person has been appointed to and now occupies the office indicated under item (2) above:

David W. Owen

IN WITNESS WHEREOF, I have hereunto set my hand as the Town Clerk of Wolfeboro, New Hampshire this 12th day of May, 2010.

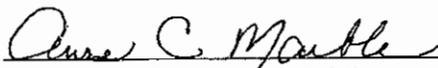

 Patricia M. Waterman, Town Clerk

My Commission expires: 1/11/2011

State of New Hampshire
County of Carroll

On this the 12th day of May, 2010, before me Anne C. Marble, the undersigned officer, personally appeared Patricia M. Waterman who acknowledged herself/himself to be the Town Clerk of Wolfeboro, New Hampshire, and that she/he as such Town Clerk, being authorized to do so, executed the foregoing instrument for the purpose therein contained.

In witness whereof I hereunto set my hand and official seal.


 Justice of the Peace/Notary Public
 Commission Expiration Date:

ANNE C. MARBLE
Notary Public - New Hampshire
My Commission Expires January 11, 2011

(Seal)



COPY



CERTIFICATE OF COVERAGE

The New Hampshire Public Risk Management Exchange (Primex³) is organized under the New Hampshire Revised Statutes Annotated, Chapter 5-B, Pooled Risk Management Programs. In accordance with those statutes, its Trust Agreement and bylaws, Primex³ is authorized to provide pooled risk management programs established for the benefit of political subdivisions in the State of New Hampshire.

Each member of Primex³ is entitled to the categories of coverage set forth below. In addition, Primex³ may extend the same coverage to non-members. However, any coverage extended to a non-member is subject to all of the terms, conditions, exclusions, amendments, rules, policies and procedures that are applicable to the members of Primex³, including but not limited to the final and binding resolution of all claims and coverage disputes before the Primex³ Board of Trustees. The Additional Covered Party's per occurrence limit shall be deemed included in the Member's per occurrence limit, and therefore shall reduce the Member's limit of liability as set forth by the Coverage Documents and Declarations. The limit shown may have been reduced by claims paid on behalf of the member.

The below named entity is a member in good standing of the New Hampshire Public Risk Management Exchange. The coverage provided may, however, be revised at any time by the actions of Primex³. As of the date this certificate is issued, the information set out below accurately reflects the categories of coverage established for the current coverage year.

This Certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend, or alter the coverage afforded by the coverage categories listed below.

Participating Member: Town Of Wolfeboro 84 South Main Street PO Box 629 Wolfeboro, NH 03894	Member Number: 331	Company Affording Coverage: NH Public Risk Management Exchange - Primex ³ Bow Brook Place 46 Donovan Street Concord, NH 03301-2624
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	Type of Coverage	Effective Date (mm/dd/yyyy)	Expiration Date (mm/dd/yyyy)	Limits - NH Statutory Limits May Apply								
<input checked="" type="checkbox"/>	General Liability (Occurrence Form) Professional Liability (describe) <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence	7/1/2010	7/1/2011	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>Each Occurrence</td><td style="text-align: right;">\$ 2,000,000</td></tr> <tr><td>General Aggregate</td><td style="text-align: right;">\$ 2,000,000</td></tr> <tr><td>Fire Damage (Any one fire)</td><td style="text-align: right;">\$</td></tr> <tr><td>Med Exp (Any one person)</td><td style="text-align: right;">\$10,000</td></tr> </table>	Each Occurrence	\$ 2,000,000	General Aggregate	\$ 2,000,000	Fire Damage (Any one fire)	\$	Med Exp (Any one person)	\$10,000
Each Occurrence	\$ 2,000,000											
General Aggregate	\$ 2,000,000											
Fire Damage (Any one fire)	\$											
Med Exp (Any one person)	\$10,000											
<input type="checkbox"/>	Automobile Liability Deductible Comp and Coll: <input type="checkbox"/> Any auto			<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>Combined Single Limit (Each Accident)</td><td></td></tr> <tr><td>Aggregate</td><td></td></tr> </table>	Combined Single Limit (Each Accident)		Aggregate					
Combined Single Limit (Each Accident)												
Aggregate												
<input type="checkbox"/>	Workers' Compensation & Employers' Liability			<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>Statutory</td><td></td></tr> <tr><td>Each Accident</td><td style="text-align: right;">\$</td></tr> <tr><td>Disease - Each Employee</td><td style="text-align: right;">\$</td></tr> <tr><td>Disease - Policy Limit</td><td style="text-align: right;">\$</td></tr> </table>	Statutory		Each Accident	\$	Disease - Each Employee	\$	Disease - Policy Limit	\$
Statutory												
Each Accident	\$											
Disease - Each Employee	\$											
Disease - Policy Limit	\$											
<input type="checkbox"/>	Property (Special Risk Includes Fire and Theft)			<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>Blanket Limit Replacement Cost (unless otherwise stated)</td><td></td></tr> <tr><td>Deductible:</td><td></td></tr> </table>	Blanket Limit Replacement Cost (unless otherwise stated)		Deductible:					
Blanket Limit Replacement Cost (unless otherwise stated)												
Deductible:												

Description: Grant for Rust Pond project. Interest of New Hampshire Department of Environmental Services is included as Additional Covered Party for this project. The certificate holder is named as an Additional Covered Party, but only to the extent liability is based on the negligence or wrongful acts of the member, its employees, agents, officials or volunteers. This coverage does not extend to others. Any liability resulting from the negligence or wrongful acts of the Additional Covered Party, or their employees, agents, contractors, members, officers, directors or affiliates is not covered.

CERTIFICATE HOLDER:	<input checked="" type="checkbox"/>	Additional Covered Party	<input type="checkbox"/>	Loss Payee	Primex³ - NH Public Risk Management Exchange By: <i>Monica Panait</i> Date: 7/8/2010 mpanait@nhprimex.org Please direct inquires to: Primex³ Risk Management Services 603-225-2841 phone 603-228-0650 fax
NH Department of Environmental Services Attention: Jeffrey Marcoux 29 Hazen Drive, PO Box 95 Concord, NH 03302-0095					



CERTIFICATE OF COVERAGE

The New Hampshire Public Risk Management Exchange (Primex³) is organized under the New Hampshire Revised Statutes Annotated, Chapter 5-B, Pooled Risk Management Programs. In accordance with those statutes, its Trust Agreement and bylaws, Primex³ is authorized to provide pooled risk management programs established for the benefit of political subdivisions in the State of New Hampshire.

Each member of Primex³ is entitled to the categories of coverage set forth below. In addition, Primex³ may extend the same coverage to non-members. However, any coverage extended to a non-member is subject to all of the terms, conditions, exclusions, amendments, rules, policies and procedures that are applicable to the members of Primex³, including but not limited to the final and binding resolution of all claims and coverage disputes before the Primex³ Board of Trustees. The Additional Covered Party's per occurrence limit shall be deemed included in the Member's per occurrence limit, and therefore shall reduce the Member's limit of liability as set forth by the Coverage Documents and Declarations. The limit shown may have been reduced by claims paid on behalf of the member.

The below named entity is a member in good standing of the New Hampshire Public Risk Management Exchange. The coverage provided may, however, be revised at any time by the actions of Primex³. As of the date this certificate is issued, the information set out below accurately reflects the categories of coverage established for the current coverage year.

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Type of Coverage	Effective Date (mm/dd/yyyy)	Expiration Date (mm/dd/yyyy)	Limits - NH Statutory Limits May Apply
<input type="checkbox"/> General Liability (Occurrence Form) <input type="checkbox"/> Professional Liability (describe) <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence			Each Occurrence \$ General Aggregate \$ Fire Damage (Any one fire) \$ Med Exp (Any one person) \$
<input type="checkbox"/> Automobile Liability Deductible Comp and Coll: <input type="checkbox"/> Any auto			Combined Single Limit (Each Accident) Aggregate
<input checked="" type="checkbox"/> Workers' Compensation & Employers' Liability	1/1/2010	1/1/2011	<input checked="" type="checkbox"/> Statutory Each Accident \$1,000,000 Disease - Each Employee \$1,000,000 Disease - Policy Limit \$
<input type="checkbox"/> Property (Special Risk includes Fire and Theft)			Blanket Limit, Replacement Cost (unless otherwise stated) Deductible:
Description: Proof of coverage only.			

CERTIFICATE HOLDER:	Additional Covered Party	Loss Payee	Primex ³ - NH Public Risk Management Exchange By: <i>Monica Panait</i> Date: 5/18/2010 mpanait@nhprimex.org
NH Department of Environmental Services Attention: Jeffrey Marcoux 29 Hazen Drive, PO Box 95 Concord, NH 03302-0095			Please direct inquires to: Primex³ Risk Management Services 603-225-2841 phone 603-228-0650 fax

**Attachment A
Budget Estimate**

Budget Item	Grant Funding	Match	Total
Salaries & Wages	\$0.00	\$15,950.00	\$15,950.00
Indirect Costs	\$0.00	\$0.00	\$0.00
Travel	\$0.00	\$0.00	\$0.00
Supplies & Services	\$0.00	\$0.00	\$0.00
Equipment	\$0.00	\$0.00	\$0.00
Contractual	\$23,200.00	\$12,200.00	\$35,400.00
Construction	\$26,800.00	\$7,800.00	\$34,600.00
Subtotals	\$50,000.00	\$35,950.00	\$85,950.00
Total Project Cost			\$85,950.00

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