



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



-tam

**Robert R. Scott, Commissioner**

November 27, 2023

138A

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

**REQUESTED ACTION**

Authorize the Department of Environmental Services (NHDES) to enter into a **SOLE SOURCE** contract with Belknap Landscape, LLC, (VC #156551-B001) of Gilford, New Hampshire in the amount of \$18,215 for site work and tree removal services at a new NHDES air monitoring site, effective upon Governor & Council approval through June 30, 2024. 100% Federal Funds.

Funds are available in the account as follows:

	<u>FY 2024</u>
03-44-44-443010-70610000-102-500731	\$18,215
Dept of Environmental Services, Air Monitoring Federal, Contracts for Program Services	

**EXPLANATION**

The project consists of site work including tree removal, trenching, pouring of a concrete pad, and landscaping at a new air monitoring site being constructed on the grounds of Meredith Village Savings Bank (MVSb) on South Main Street in Laconia, NH. NHDES has executed a licensing agreement with MVSb for use of this site for this purpose (copy attached). NHDES seeks to have the site work completed before the end of the fiscal year, so we do not lose important air monitoring data in this area. Availability of this data is necessary to protect the health of area residents who are potentially exposed to high levels of particulate matter during the winter wood heating season.

NHDES solicited bids from four vendors with the following results:

- Belknap Landscape provided a quote for the work.
- Amoskeag Maintenance responded but did not provide a quote.
- G.W. Brooks and Sons, Inc. responded but did not provide a quote.
- LA Brochu Inc. did not respond to the request for a quote.

MVSb's landscaping company is Belknap Landscape and the bank is most comfortable having their landscape company do the work. They know the property, such as where irrigation heads are, and can communicate directly with the bank for any issues.

Whereas no other contractor provided a quote and time is of the essence, NHDES requests to move forward with this **SOLE SOURCE** agreement with Belknap Landscape for this work. This agreement has been approved by the Office of the Attorney General as to form, execution, and content.

We respectfully request your approval.

A handwritten signature in black ink, appearing to read "Robert R. Scott", with a long horizontal flourish extending to the right.

Robert R. Scott, Commissioner

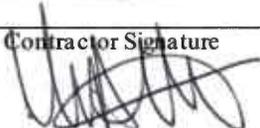
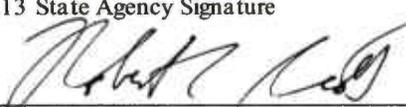
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

1.1 State Agency Name Department of Environmental Services		1.2 State Agency Address 29 Hazen Drive Concord, NH 03302-0095	
1.3 Contractor Name Belknap Landscape LLC		1.4 Contractor Address 25 Country Club Road Gilford, NH 03249	
1.5 Contractor Phone Number 603-528-2798	1.6 Account Unit and Class 03-44-44-443010- 70610000-102	1.7 Completion Date 6/1/2024 1301	1.8 Price Limitation \$18,215.00
1.9 Contracting Officer for State Agency Michael Fitzgerald		1.10 State Agency Telephone Number 603-271-6390	
1.11 Contractor Signature  Date: 11/14/23		1.12 Name and Title of Contractor Signatory MARK SMITH - GM	
1.13 State Agency Signature  Date: 11/28/23		1.14 Name and Title of State Agency Signatory ROBERT R. SCOTT, COMMISSIONER	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable)  By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable)  By:  On: 12/12/2023			
1.17 Approval by the Governor and Executive Council (if applicable)  G&C Item number: _____ G&C Meeting Date: _____			

Contractor Initials   
 Date 11/14/23

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

**3. EFFECTIVE DATE/COMPLETION OF SERVICES.**

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("Effective Date").

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

3.3 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. 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 by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

**5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.**

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

5.2 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. 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.

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 The State's liability under this Agreement shall be limited to monetary damages not to exceed the total fees paid. The Contractor agrees that it has an adequate remedy at law for any breach of this Agreement by the State and hereby waives any right to specific performance or other equitable remedies against the State.

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

6.1 In connection with the performance of the Services, the Contractor shall comply with all applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws and the Governor's order on Respect and Civility in the Workplace, Executive order 2020-01. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of age, sex, sexual orientation, race, color, marital status, physical or mental disability, religious creed, national origin, gender identity, or gender expression, and will take affirmative action to prevent such discrimination, unless exempt by state or federal law. The Contractor shall ensure any subcontractors comply with these nondiscrimination requirements.

6.3 No payments or transfers of value by Contractor or its representatives in connection with this Agreement have or shall be made which have the purpose or effect of public or commercial bribery, or acceptance of or acquiescence in extortion, kickbacks, or other unlawful or improper means of obtaining business.

6.4. The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with this Agreement and all rules, regulations and orders pertaining to 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 The Contracting Officer specified in block 1.9, or any successor, shall be the State's point of contact pertaining to this Agreement.

**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) calendar days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) calendar days after giving the Contractor notice of termination;

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

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

8.2.4 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

#### 9. TERMINATION.

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

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) calendar 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. In addition, at the State's discretion, the Contractor shall, within fifteen (15) calendar days of notice of early termination, develop and submit to the State a transition plan for Services under the Agreement.

#### 10. PROPERTY OWNERSHIP/DISCLOSURE.

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

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

10.3 Disclosure of data, information and other records shall be governed by N.H. RSA chapter 91-A and/or other applicable law. Disclosure requires prior written approval of the State.

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

#### 12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

12.1 Contractor shall provide the State written notice at least fifteen (15) calendar days before any proposed assignment, delegation, or other transfer of any interest in this Agreement. No such assignment, delegation, or other transfer shall be effective without the written consent of the State.

12.2 For purposes of paragraph 12, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.3 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State.

12.4 The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

**13. INDEMNIFICATION.** The Contractor shall indemnify, defend, and hold harmless the State, its officers, and employees from and against all actions, claims, damages, demands, judgments, fines, liabilities, losses, and other expenses, including, without limitation, reasonable attorneys' fees, arising out of or relating to this Agreement directly or indirectly arising from death, personal injury, property damage, intellectual property infringement, or other claims asserted against the State, its officers, or employees caused by the acts or omissions of negligence, reckless or willful misconduct, or fraud by the Contractor, its employees, agents, or subcontractors. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the State's sovereign immunity, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

#### 14. INSURANCE.

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

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

14.1.2 special cause of loss coverage form covering all Property subject to subparagraph 10.2 herein, in an amount not less than 80% of the whole replacement value of the Property.

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

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or any successor, a certificate(s) of insurance for all insurance required under this Agreement. At the request of the Contracting Officer, or any successor, the Contractor shall provide certificate(s) of insurance for all renewal(s) of insurance required under this Agreement. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

#### 15. WORKERS' COMPENSATION.

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

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. The Contractor shall furnish the Contracting Officer identified in block 1.9, or any 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.** A State's failure to enforce its rights with respect to any single or continuing breach of this Agreement shall not act as a waiver of the right of the State to later enforce any such rights or to enforce any other or any subsequent breach.

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. CHOICE OF LAW AND FORUM.

19.1 This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire except where the Federal supremacy clause requires otherwise. 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.

19.2 Any actions arising out of this Agreement, including the breach or alleged breach thereof, may not be submitted to binding arbitration, but must, instead, be brought and maintained in the Merrimack County Superior Court of New Hampshire which shall have exclusive jurisdiction thereof.

20. **CONFLICTING TERMS.** In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and any other portion of this Agreement including any attachments thereto, the terms of the P-37 (as modified in EXHIBIT A) shall control.

21. **THIRD PARTIES.** This Agreement is being entered into for the sole benefit of the parties hereto, and nothing herein, express or implied, is intended to or will confer any legal or equitable right, benefit, or remedy of any nature upon any other person.

22. **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.

23. **SPECIAL PROVISIONS.** Additional or modifying provisions set forth in the attached EXHIBIT A are incorporated herein by reference.

24. **FURTHER ASSURANCES.** The Contractor, along with its agents and affiliates, shall, at its own cost and expense, execute any additional documents and take such further actions as may be reasonably required to carry out the provisions of this Agreement and give effect to the transactions contemplated hereby.

25. **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.

26. **ENTIRE AGREEMENT.** This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings with respect to the subject matter hereof.

**EXHIBIT A**  
**SPECIAL PROVISIONS**

None

Grantee Initials MG  
Date 11/24/23

**EXHIBIT B**  
**SCOPE OF SERVICES**

Project Title:  
Site Work Agreement #7228

This Scope of Services describes activities that have been agreed to between the New Hampshire Department of Environmental Services (NHDES) and Belknap Landscape LLC. regarding tree removal, pouring a concrete pad, trenching work for electrical services and rerouting and replacing irrigation lines on the property of Meredith Village Savings Bank (MVSb) 379 S. Main St. in Laconia NH for a new NHDES Air Resources Division air monitoring station.

This Contract will become effective upon approval by Governor and Council through June 30, 2024. Through a grant with EPA and per the original grant award approved February 8, 2023, and amended August 23, 2023, NHDES is to install and operate an air monitoring station in downtown Laconia.

For the purpose of this Contract, and in accordance with the quote provided and dated 8/30/23 (attached), NHDES and Belknap Landscape LLC agree to the following:

NHDES shall:

- 1) assign the appropriate staff to coordinate this project with Belknap Landscape and Meredith Village Savings Bank

Belknap Landscape LLC shall:

- 2) remove a fir tree, previously identified by site visit, on the north corner of the property of MVSb. MVSb has previously authorized NHDES to remove this tree.
- 3) pour a 6'x6'x6" reinforced concrete pad to support the new micro air monitoring enclosure.
- 4) perform trench work to install electrical service in conjunction with the electrician.
- 5) move any impacted irrigation heads and lines for the installation of the pad and the trench work and will coordinate with MVSb on relocation or replacement as needed.
- 6) remediate the trenched area to pre-trenching likeness or as close as possible given current conditions as acceptable by MVSb.
- 7) Clean the job site and move or remove any equipment and supplies at the end of each day so as to not interfere with normal use of the site at the direction of and to the satisfaction of the bank's representative.

**EXHIBIT C**  
**METHOD OF PAYMENT**

- 1) Payments under this contract are not to exceed \$18,215.00 for the services provided by the contractor pursuant to Exhibit B, Scope of Services.
- 2) Invoices for services rendered and/or expenditures incurred in the fulfillment of this agreement may be as follows:
  - a. Invoices for services rendered shall include detail about hours worked and the tasks worked on or completed.
  - b. All invoices must be complete and signed. Invoices may be signed by a certified electronic signature and emailed. NHDES shall confirm receipt of electronic invoices.
- 3) Invoices are subject to approval by the NHDES Contracting Officer before payment is processed.
- 4) The State shall make payment to Belknap Landscape within thirty (30) days of approval of the invoice(s).
- 5) The billing address shall be as follows:

NH Department of Environmental Services  
ATTN: Mike Little  
PO Box 95, 29 Hazen Drive  
Concord, NH 03302-0095

Grantee Initials MS  
Date 11/14/23

*(Limited partnership, Limited liability professional partnership or LLC)*

**Certificate of Authority # 3**

**Limited Partnership or LLC Certification of Authority**

I, Mark Smith, hereby certify that I am the sole Partner, Member or  
*(Name)*

Manager and the sole officer of Belknap Landscape LLC a limited liability partnership  
*(Name of Partnership or LLC)*

under RSA 304-B, a limited liability professional partnership under RSA 304-D, or a limited liability company under RSA 304-C.

I certify that I am authorized to bind the partnership or LLC. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person listed above currently occupies the position indicated and that they have full authority to bind the partnership or LLC and that this authorization shall remain valid for thirty (30) days from the date of this Corporate Resolution.

DATED: 12/8/2023

Jeff Sirles,  
ATTEST: Manager of Business Development  
*(Name & Title)*

 12/11/2023

# State of New Hampshire

## Department of State

### CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that BELKNAP LANDSCAPE, LLC is a New Hampshire Limited Liability Company registered to transact business in New Hampshire on September 13, 1988. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 135579

Certificate Number: 0006344279



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 9th day of November A.D. 2023.

A handwritten signature in black ink, appearing to read "David M. Scanlan".

David M. Scanlan  
Secretary of State



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MMDDYYYY)  
11/9/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Alliant Insurance Services, Inc. 32 Old Slip 29th Fl New York NY 10005  License# 0C36861	<b>CONTACT NAME:</b> Kaitlyn Murphy <b>PHONE (A/C No. Ext):</b> <b>FAX (A/C, No):</b> <b>E-MAIL ADDRESS:</b> Kaitlyn.Murphy@alliant.com
	<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A : Federated Mutual Insurance Com INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :
<b>INSURED</b> Perennial Services Holdco, LLC Belknap Landscape, LLC 25 Country Club Rd Unit 101 Gifford NH 03249-6976  License# 0C36861 PERESER-01	<b>NAIC #</b> 13935

**COVERAGES**      **CERTIFICATE NUMBER: 53043257**      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:			1849971	2/1/2023	2/1/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ NA PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			1849973	2/1/2023	2/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0			1849974	2/1/2023	2/1/2024	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N N	1849975	2/1/2023	2/1/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	E&O			6102263	2/1/2023	2/1/2024	Limit \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Re: Work being done at the Meredith Village Savings Bank branch in Laconia NH for the Department of Environmental Services to make room for a new NHDES Air Resources Division air monitoring station

<b>CERTIFICATE HOLDER</b>  NH Department of Environmental Services PO Box 95, 29 Hazen Drive Concord, NH 03302-0095	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE  

LICENSE AGREEMENT BETWEEN  
MEREDITH VILLAGE SAVINGS BANK  
AND  
NEW HAMPSHIRE'S DEPARTMENT OF ENVIRONMENTAL SERVICES

WHEREAS the State of New Hampshire has an interest in gathering and analyzing air quality data to monitor and protect public health, support state and federal policymaking, and secure the economic welfare of its citizens and businesses; and

WHEREAS air quality data collected from a site in the City of Laconia (hereinafter "Laconia") on property of Meredith Village Savings Bank (hereinafter "the Property") is considered by scientists and policymakers to be of high value in tracking the characteristics and impacts of ambient air pollution; and

WHEREAS Meredith Village Savings Bank owns the Property, which includes an approximately 4' by 6' area as more fully described and shown in Exhibit A, hereto (hereinafter "the Site"); and

WHEREAS the New Hampshire Department of Environmental Services (hereinafter "NHDES") desires to install and operate an air monitoring station at the Site; and

WHEREAS operation of an air monitoring station requires the periodic visitation by NHDES employees who perform duties related to the collection of air samples, quality assurance, and maintenance of the Site (hereinafter referred to as "the Work"); and

WHEREAS NHDES understands that the needs or requirements of Meredith Village Savings Bank shall at all times have priority over any permissions granted herein; and

NOW THEREFORE, Meredith Village Savings Bank and NHDES agree as follows:

1. NHDES will conduct or contract for, oversee and pay for installation of the air monitoring station on the Site, including the installation of the concrete pad, electricity, and internet service to the air monitoring station. NHDES will further ensure that the station's appearance is suitable to the City of Laconia and Meredith Village Savings Bank.
2. Meredith Village Savings Bank grants permission to NHDES to place and maintain an air monitoring station on the Site for the primary purpose of collecting ambient air quality and meteorological data until June 30, 2033. During this time, NHDES will maintain the structural integrity and aesthetics of the Site.
3. The air monitoring station will consist of approximately a 4' by 6' concrete pad supporting an environmentally controlled shelter with a short meteorological mast (rising to a safe distance below the overhead utility lines). Air quality samplers will be inside the shelter. Changes to the air monitoring station shall be made only after consultation with Meredith Village Savings Bank.
4. NHDES will be responsible for monthly utility charges for the Site.
5. NHDES and its agents shall have the right to enter the Property and the Site for the limited purpose of performing the Work. NHDES shall make every reasonable effort to implement the Work in such a manner as to minimize any disruptions or inconvenience to Meredith Village Savings Bank and its employees and customers in the conduct of ongoing use and operation of the Site.

6. Meredith Village Savings Bank will allow NHDES to coordinate tree trimming and/or removal near the Site for air monitoring equipment to meet federal siting requirements, including setbacks from vegetation. Any tree work shall be pre-approved by Meredith Village Savings Bank and or it's abutters, prior to any work being performed.
8. The State of New Hampshire has worker's compensation and is self-insured for liability arising from its general operations and the Work.
9. Meredith Village Savings Bank and or Its affiliates shall not be responsible for any damage or vandalism that may occur on the Site. The State of New Hampshire assumes all risks and responsibility for any damages to the Site or to the air monitoring station during the term of this Agreement.
10. NHDES shall perform all Work in accordance with all applicable laws, regulations, standards, and practices. NHDES or its agents shall obtain any and all permits, licenses, or authorizations which may be required to undertake the Work. NHDES and its agents shall observe all reasonable safety and security requirements while on the Site.
11. This Agreement may be terminated prior to June 30, 2033, upon 90 (ninety) days' notice by either Meredith Village Savings Bank or NHDES. Upon termination of this Agreement, NHDES covenants and agrees to return the Property and Site, including removal of the concrete pad, to substantially the same conditions as existed prior to the Work, trimmed trees, reasonable wear, and tear excepted.
12. This Agreement shall be renewable upon the mutual consent of MVSBS and NHDES.

IN WITNESS WHEREOF the undersigned have agreed to these terms on behalf of their respective business/municipality/agency:

**Meredith Village Savings Bank**

Date: 11/8/23

Alison B. Whynot, VP Facilities

**NH Department of Environmental Services**

Date: 11/9/23

Robert R. Scott

Robert R. Scott, Commissioner, NHDES

Approved to form,  
substance and execution.

**NH Department of Justice**

Date: 11/13/2023

Christopher G. Aslin

Christopher G. Aslin, Assistant Attorney General