The State of New Hampshire
Department of Environmental Services

Robert R. Scott, Commissioner

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March 21, 2024

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 an agreement with SOLitude Lake Management, LLC, Little Rock, Arkansas (VC #271412-R001), totaling $59,880, for the purpose of controlling aquatic invasive plants in the Angle Pond (Sandown), Baptist Pond (Springfield) and Highland Lake (Andover), effective upon Governor and Council approval through December 31, 2024. 50% General Fund and 50% Lake Restoration Funds.

Funding is available in the account as follows:

	FY 2024
03-44-44-442010-1430-102-500731	$59,880

Dept. Environmental Services, Lakes Restoration Program, Contracts for Program Services

EXPLANATION

NHDES proposes to enter into a contract with SOLitude Lake Management, LLC (SOLitude) to provide services for control of the variable milfoil in three NH waterbodies. New infestations of aquatic invasive plants were documented in Angle Pond (Sandown), Baptist Pond (Springfield), and Highland Lake (Andover) during the 2023 monitoring season. Pending approval of this contract and permit issuance from the NH Department of Agriculture, Markets and Food, Division of Pesticide Control (NHDPC), SOLitude will perform an aquatic herbicide application in NHDES-delineated portions of these waterbodies as part of an integrated plant control program.

NHDES issued a Request for Proposal for a contractor to perform the 2024 herbicide applications in the waterbodies listed above. There are two companies in the region that provide these services, and one of the companies declined to bid on these projects due to a lack of staffing capacity. Therefore, SOLitude was selected for these projects.

The primary purpose of New Hampshire's Exotic Aquatic Plant Program is to "prevent the introduction and further dispersal of exotic aquatic weeds and to manage or eradicate exotic aquatic weed infestations in the surface waters of the state" (RSA 487:17, II). The program, initiated in 1981, has five focus areas: 1) Prevention of new infestations; 2) Monitoring for early detection of new infestations to facilitate rapid control activities; 3)

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

This agreement was approved by the Office of the Attorney General as to form, content, and execution. General funds will not be requested if fee funds are not available.

We respectfully request your approval of this item.

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 NH Department of Environmental Services		1.2 State Agency Address 29 Hazen Drive Concord, NH 03301	
1.3 Contractor Name SOLitude Lake Management, LLC		1.4 Contractor Address 1320 Brookwood Drive, Suite H Little Rock, AR 72202	
1.5 Contractor Phone Number 800-413-4445	1.6 Account Unit and Class 03-44-44-14300000-102	1.7 Completion Date 12/31/2024	1.8 Price Limitation $ 59,880
1.9 Contracting Officer for State Agency Amy P. Smagula		1.10 State Agency Telephone Number 603-271-2248	
1.11 Contractor Signature Trina L. Duncan Date: 02/23/24		1.12 Name and Title of Contractor Signatory Trina L. Duncan, Business Manager	
1.13 State Agency Signature Date: 3/21/24		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: 3/22/2024			
1.17 Approval by the Governor and Executive Council *(if applicable)* G&C Item number: G&C Meeting Date:			

Contractor Initials tld
Date 02/23/24

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.

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Date 02/23/24

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.

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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.

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EXHIBIT A
SPECIAL PROVISIONS
SOLITUDE LAKE MANAGEMENT, LLC

There are no special provisions.

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EXHIBIT B
SCOPE OF SERVICES
SOLITUDE LAKE MANAGEMENT LLC

1. SŌLitude Lake Management, LLC is the contractor for this project. The New Hampshire Department of Environmental Services (NHDES) is referred to as the "state." Amy P. Smagula of the Watershed Management Bureau is the grant officer for the state.

2. A new infestation of variable milfoil (*Myriophyllum heterophyllum*), an invasive aquatic plant and the target species for this project, was documented and mapped in Angle Pond (Sandown) and Highland Lake (Andover). A new infestation of curly-leaf pondweed (*Potamogeton crispus*) was documented in Baptist Pond (Springfield). This contract is for herbicide work in 2024 to control those areas of growth in the indicated waterbodies in 2024.

3. SŌLitude Lake Management, LLC was selected to perform an herbicide application in each of these waterbodies in 2024. There are two companies in the region that provide these services, and one of them declined to bid on these project as they do not have the staffing capacity to do these projects, so SŌLitude Lake Management, LLC was selected for this project.

4. The projects will occur during the 2024 growing season, within three weeks of confirmation by NHDES of active growth of the target species, and contingent upon permit issuance by the Department of Agriculture, Markets and Food, Division of Pesticide Control (NHDPC).

5. The contractor shall perform the following tasks for the waterbodies indicated above:

   - **<u>Task 1</u>** Prepare and file a Special Permit application for each of the above-referenced waterbodies with NH DPC, including;
     - Completing the Special Permit Application form and assembling the normal required attachments;
     - Assembling names and mailing addresses for the abutting property owners that can be keyed to town tax maps;
     - Querying abutting property owners as to their source of domestic water;
     - Obtaining sign-offs from abutting property owners that will be required to restrict their water use during the treatment program; and,
     - Completing all normal mailings and newspaper notifications required by the Special Permit.
   - **<u>Task 2</u>** Perform chemical treatment, if needed, of the infested areas of the

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subject waterbodies (inclusive of all labor, chemical & equipment) as specified in the bid, and based upon NHDES mapping.

- **Task 3** Conduct pre and post-treatment surveys and submit the required written reporting to the State.
- **Task 4** Coordinate post-treatment herbicide residue sample collection and analysis, as indicated in permit conditions.

6. NHDES will provide the contractor with an electronic copy of the Long-Term Management Plan and maps of the treatment area(s) for each waterbody.

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EXHIBIT C
PAYMENT TERMS
SOLITUDE LAKE MANAGEMENT, LLC

Payments shall be made by NHDES to the contractor upon approval of stated outputs and verification of the value of completed work through submittal of invoices for services rendered. NHDES will pay the contractor up to $59,880, within 30 days of receiving the contractor's invoice(s) for the activities outlined in Exhibit B.

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

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

Invoices may also be emailed to Amy.Smagula@des.nh.gov.

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

Initials: TLd
Date: 02/23/24

Certificate of Authority # 6

(Limited Partnership or LLC- Corporate General Partner or Manager)

Corporate Resolution

I, **William McAllister**, **hereby certify** that I am duly elected **Secretary & General Counsel** of
(Name)
Solitude Lake Management, LLC. I hereby certify the following reflects a resolution of the
(Name of Corporation)

Shareholders of Solitude and that I possess authority to bind Solitude on this **February 22nd , 2024.**

RESOLVED: That Trina L. Duncan, Business Manager is duly authorized to enter a
(Name and Title)

contract on behalf of Solitude Lake Management, LLC
(Name of Corporation)

with the Department of Environmental Services, State of New Hampshire and
(Name of State Agency)

further is authorized to execute any documents which may in his/her

judgment be desirable or necessary to effect the purpose of this vote.

I hereby certify that said resolution has not been amended or repealed and remains in full force and effect as of the **February 22nd, 2024**. 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 corporation. This authority **shall remain valid for thirty (30)** days from the date of this Corporate Resolution.

DATED: **February 22nd 2024**

ATTEST: _____

Secretary & General Counsel

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 SOLITUDE LAKE MANAGEMENT, LLC is a Virginia Limited Liability Company registered to transact business in New Hampshire on February 02, 2016. 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: **738202**
Certificate Number: **0006581666**

IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 21st day of February A.D. 2024.

David M. Scanlan
Secretary of State

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 9/22/2023

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).

PRODUCER
Edgewood Partners Insurance Center
5909 Peachtree Dunwoody Road, Suite 800
Atlanta GA 30328

Licenses#: 0B29370
RENTOKI-01

CONTACT NAME: Certificate Unit
PHONE (A/C, No, Ext): 404-781-1700 FAX (A/C, No):
E-MAIL ADDRESS: certificate@epicbrokers.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: ACE American Insurance Company	22667
INSURER B: ACE Property and Casualty Insurance Co	20699
INSURER C: Arch Insurance Company	11150
INSURER D: Allianz Underwriters Insurance Company	36420
INSURER E: AXIS Insurance Company	37273
INSURER F: Arch Indemnity Insurance Company	30830

INSURED
SOLitude Lake Management, LLC.
Rentokil North America, Inc. (REN463)
1320 Brookwood Drive, Suite H
Little Rock AR 72202-1412

COVERAGES **CERTIFICATE NUMBER:** 1868329662 **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	X COMMERCIAL GENERAL LIABILITY			OGLG27240331	10/1/2023	10/1/2024	EACH OCCURRENCE	$ 5,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 5,000,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 5,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 5,000,000
	X POLICY X PRO-JECT X LOC						PRODUCTS - COMP/OP AGG	$ 5,000,000
	OTHER:							$
C C	AUTOMOBILE LIABILITY			31CAB1044403 (AOS)	10/1/2023	10/1/2024	COMBINED SINGLE LIMIT (Ea accident)	$ 5,000,000
	X ANY AUTO			31CAB1044503 (MA)	10/1/2023	10/1/2024	BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
B	X UMBRELLA LIAB X OCCUR			XOOG27239420	10/1/2023	10/1/2024	EACH OCCURRENCE	$ 5,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 5,000,000
	DED X RETENTION $ $10,000							$
C F C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			31WCI1044203 (FL)	10/1/2023	10/1/2024	X PER STATUTE / OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N N (Mandatory in NH)	N / A		34WCI1044303 (AOS) 31WCX1063301 (OH)	10/1/2023 10/1/2023	10/1/2024 10/1/2024	E.L. EACH ACCIDENT	$ 2,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 2,000,000
							E.L. DISEASE - POLICY LIMIT	$ 2,000,000
A D E	Errors & Omissions Liability CPL (Excluding Aerial Ops) Crime/Client Coverage	N	N	OGLG27240331 USL03016523 P-001-000968899-02	10/1/2023 10/1/2023 10/1/2023	10/1/2024 10/1/2024 10/1/2024	Each Incident/Agg Each Incident/Agg Each Occurrence	$5,000,000 $5,000,000 $1,000,000

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

CPL = Contractor's Pollution Liability

NHDES (NH Department of Environmental Services), to the extent required by written contract are additional insured on a primary and non-contributory basis with respect to general liability and auto liability. A waiver of subrogation applies in favor of the additional Insureds to the extent required by written contract as allowed by applicable law with respect to general liability, auto liability and worker's compensation. 30-day notice of cancellation, except 10 days for non-payment of premium, applies to the extent required by written contract. Umbrella is follow form over the General Liability, Auto Liability and Employers Liability.

CERTIFICATE HOLDER

NHDES (NH Department of Environmental Services),
Water Division
29 Hazen Drive
Concord NH 03302-0095

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Frank Barnett

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Attachment B – List of Awards

Official Entity/Group Name	Town	Waterbody Name	Grant Award
SOLitude Lake Management	Sandown	Angle Pond	$28,290
Balch Lake Improvement Association	Wakefield	Balch Lake	$36,520
SOLitude Lake Management	Springfield	Baptist Pond	$15,720
Town of Derry	Derry	Beaver Lake and Beaver Lake Meadows	$8,815
Big Island Pond Corporation	Derry	Big Island Pond	$35,910
Canobie Lake Association	Windham	Canobie Lake	$4,800
Captains Pond Protective Association	Salem	Captain's Pond	$9,916
Contoocook Lake Area Preservation Association	Rindge	Contoocook Lake	$8,300
Country Pond Lake Association	Kingston/Newton	Country Pond	$7,200
Town of Freedom	Freedom	Danforth Pond	$22,165
Deer Meadow Pond Association	Chichester and Epsom	Deer Meadow Pond	$9,350
Flints Pond Improvement Association	Hollis	Flints Pond	$1,350
Town of Winchester	Winchester	Forest Lake	$10,440
Town of Dunbarton	Dunbarton	Gorham Pond	$1,200
SOLitude Lake Management	Andover	Highland Lake	$15,870
Town of Merrimack	Merrimack	Horseshoe/Naticook Ponds	$26,073
Little Island Pond Association	Pelham	Little Island Pond	$2,400
Danville Long Pond Protective Association	Danville	Long Pond	$33,800
Town of New Durham	New Durham	Marsh/Jones/Downing Ponds	$23,085
Town of Brookline	Brookline	Melendy/Potanipo	$27,500
Three Ponds Protective Association	Milton	Milton Three Ponds	$35,307
Monomonac Lake Property Owner's Association	Rindge	Monomonac	$2,400
Namaske Lake Association	Goffstown	Namaske Lake	$25,210
City of Nashua	Nashua	Nashua Mill Pond and Canal, Nashua River	$86,015
Northwood Lake Watershed Association	Northwood	Northwood Lake	$7,200
Lake Opechee Preservation Association	Laconia	Opechee	$23,245
Town of Ossipee	Ossipee	Ossipee Lake	$24,836
Barbara C Harris Center	Greenfield	Otter Pond	$3,908
City of Manchester	Manchester	Pine Island Pond	$4,675
Town of Lyme	Lyme	Post Pond	$18,523
Powwow Pond Council Inc.	Kingston/E.Kingston	Powwow Pond	$26,945
Rocky Bound Pond Association	Croydon	Rockybound Pond	$300
Town of Hudson	Hudson	Robinson and Otternic	$36,630
Town of Francestown	Francestown	Scobie Pond	$4,175
Shellcamp Lake Conservation Association	Gilmanton	Shellcamp Pond	$15,655
Silver Lake Association Belmont-Tilton, Inc.	Belmont/Tilton	Silver Lake	$8,114
Squam Lakes Association	Holderness	Squam Lake, Little Squam Lake, Squam R.	$30,000
Town of Barnstead	Barnstead	Suncook R. Suncook Lks, Half Moon LK. Locke Lk.	$27,500
Town of Middleton	Middleton	Sunrise Lake	$2,880
Swain's Lake Association, Inc. of Barrington, NH	Barrington	Swains Lake	$32,845
Bow Conservation Commission	Bow	Turee Pond	$7,450
Town of Dover	Dover	Willand Pond	$14,140
Glendale Cove Association	Gilford	Lake Winnipesaukee- Smith Cove- Gilford	$11,857
City of Laconia	Laconia	Lake Winnipesaukee-Paugus Bay	$54,435
Town of Meredith	Meredith	Lake Winnipesaukee in Meredith	$27,620
Town of Moultonborough	Moultonborough	Lake Winnipesauke and Lees POnd	$50,795
Town of Tuftonboro	Tuftonboro	Lake Winnipesaukee, Tuftonboro	$16,160
Town of Wolfeboro	Wolfeboro	Lake Winnipesaukee, Wolfeboro	$31,394
Town of Alton	Alton	Lake Winnipesaukee/Merrymeeting River - Alton	$45,890
Winnisquam Watershed Network	Laconia	Lake Winnisquam	$33,679