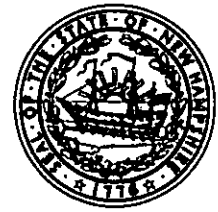




The State of New Hampshire
DEPARTMENT OF ENVIRONMENTAL SERVICES



50

Robert R. Scott, Commissioner

August 28, 2018

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

SEP05'18 AM 9:43 DAS

REQUESTED ACTION

Authorize the Department of Environmental Services (DES) to **RETROACTIVELY** amend the contract (PO#1053621 with Process Energy Services, LLC (PES) of Londonderry, New Hampshire, (VC #275871-B001), by extending the completion date to December 31, 2018 from March 31, 2018. No additional funding is involved in this time extension. The original contract agreement was approved by Governor and Council on November 18, 2016, Item #65. 100% Federal Funds.


EXPLANATION

We are requesting **RETROACTIVE** approval of this amendment to the original agreement in order to provide PES additional time to complete the agreed upon scope of services. The agreement time extension is requested for several reasons including 1) collaboration with other funding entities to increase overall number of energy audits performed; 2) accommodation of scheduling requests by communities selected for audits; and 3) allowing adequate time for communities and other collaborators to provide needed data and information to complete energy audits. This request is retroactive because the sustainability program only has one staff member accountable for all program responsibilities, and during this time the program manager was on extended leave for personal reasons. The lapse was not noted until their return this summer. To help prevent this type of error from occurring in the future, DES is training another position to act as backup for this program manager to assist with the workload.

To date, \$211,093 has been spent of the original \$273,630 grant award.

In the event that the Federal funds no longer become available, General Funds will not be requested to support this program.

We respectfully request your approval.


Robert R. Scott,
Commissioner

State of New Hampshire

Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that PROCESS ENERGY SERVICES, LLC is a New Hampshire Limited Liability Company registered to transact business in New Hampshire on August 15, 2001. 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: 385004

Certificate Number: 0004167126



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 22nd day of August A.D. 2018.

A handwritten signature in black ink, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/22/2018

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 Slawby Insurance Agency 3 Mound Ct, Suite B PO Box 1807 Merrimack NH 03054-1807	CONTACT NAME: Chasity Compton PHONE (A/C No, Ext): (800) 258-1776 FAX (A/C, No): (603) 429-1843 E-MAIL ADDRESS: ccompton@minutemangroup.com																				
	<table border="1"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A:</td> <td>Hartford Casualty</td> <td>29424</td> </tr> <tr> <td>INSURER B:</td> <td>Travelers Casualty and Surety</td> <td>19038</td> </tr> <tr> <td>INSURER C:</td> <td></td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Hartford Casualty	29424	INSURER B:	Travelers Casualty and Surety	19038	INSURER C:			INSURER D:			INSURER E:			INSURER F:	
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INSURER D:																					
INSURER E:																					
INSURER F:																					
INSURED Process Energy Services, LLC. 2 Lafayette Road Londonderry NH 03053																					

COVERAGES

CERTIFICATE NUMBER: 2018-2019

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 checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		Y	04SBMRX1447	03/08/2018	03/08/2019	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 EPL \$ 5,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY		Y	04SBMRX1447	03/08/2018	03/08/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			N/A=do not write			EACH OCCURRENCE \$ AGGREGATE \$
	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/A=do not write			PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	Professional Liability			106802479	10/03/2017	10/03/2018	Limit \$1,000,000

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

N.H. Dept. of Environmental Services is named as Additional Insured with respect to the General Liability and Automobile Liability policies, as required by written contract, as their interests may appear.

CERTIFICATE HOLDER**CANCELLATION**

N.H. Dept. of Environmental Services 29 Hazen Drive Concord NH 03301	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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**Contract Agreement with the Process Energy Services, LLC
for Technical Wastewater and Drinking Water Process Energy Auditing and Technical
Assistance Services**

Amendment No. 1

RECEIVED
AUG 6 2018
DES-WEB

This Agreement (hereinafter called the Amendment) dated this ____ day of _____, 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 Process Energy Services, LLC (hereinafter referred to as PES).

WHEREAS, pursuant to an Agreement (hereinafter called the Agreement) approved by the Governor and Council on November 18, 2016, PES 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, PES 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:
 - (A) The Completion Date as set forth in paragraph 1 of the Agreement shall be changed from March 31, 2018 to December 31, 2018.
2. Effective Date of Amendment: This Amendment shall take effect as of March 31, 2018 upon 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.

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

Process Energy Services, LLC

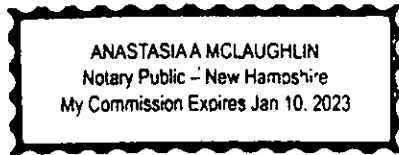
By *SA Bolles*
Steven A. Bolles, President

STATE OF NEW HAMPSHIRE
COUNTY OF Rockingham

On this the 27th day of July, before the undersigned officer, personally appeared Steven Bolles who acknowledged himself 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.

Anastasia McLaughlin



My Commission Expires: 01/10/2023

THE STATE OF NEW HAMPSHIRE
Department of Environmental Services

By: *Robert R. Scott*
Robert R. Scott, Commissioner

Approved by Attorney General this 31 day of August 2018, as to form, substance and execution.

OFFICE OF ATTORNEY GENERAL

[Signature]



PROCESS ENERGY SERVICES, LLC

WATER ♦ WASTEWATER ♦ INDUSTRIAL

2 Lafayette Road
Londonderry, NH 03053
www.processenergy.com

Phone: 603-537-1286

CERTIFICATE OF AUTHORITY

I, Steven A. Bolles hereby certify that I am the sole member of
Process Energy Services, LLC and have been the sole member since August 15th 2001.

I certify that I am authorized to bind the LLC.

I hereby further certify and acknowledge that the State of New Hampshire will rely on this certification as evidence that I have full authority to bind the LLC.

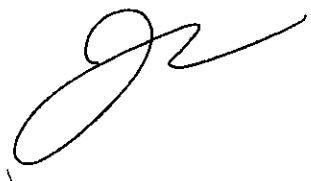
Signed: 

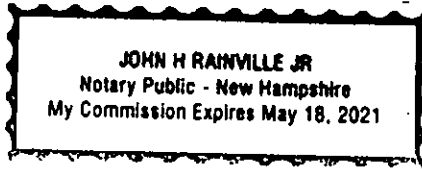
Date: 9/4/18

State of New Hampshire, County of Rockingham

On this the 4th day of September 2018 before me John H Rainville Jr, the undersigned officer, personally appeared Steven A Bolles, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he/she executed the same for the purposes therein contained.

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





Sharon Rowland



The State of New Hampshire
DEPARTMENT OF ENVIRONMENTAL SERVICES



Thomas S. Burack, Commissioner

November 2, 2016

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

APPROVED G & C

DATE 11/18/16
ITEM # 65

REQUESTED ACTION

Authorize the Department of Environmental Services (DES) to enter into a single bid agreement with Process Energy Services, LLC (PES) of Londonderry, New Hampshire, (Vendor Code #275871), in the amount of \$273,630, for technical wastewater and drinking water process energy auditing and technical assistance services, effective upon Governor and Council approval through March 31, 2018. 100% Federal Funds.

Funding is available in account as follows:

	<u>FY 17</u>	
03-44-44-442010-52090000-102-500731	\$193,630	
Dept Environmental Services, Energy Efficiency Grants, Contracts for Program Services		
03-44-44-441018-4718-072-500731	\$80,000	
Dept Environmental Services, DWSRF Administrating, Grants Federal		

EXPLANATION

The purpose of this contract is to help municipalities save money at their wastewater treatment facilities (WWTFs) and drinking water facilities (DWFs) by identifying potential energy efficiency improvements through detailed process level energy audits (audits). There are 72 municipally owned WWTFs in the state and they account for up to 40 percent of a municipality's energy consumption. This project will help all participating WWTFs benchmark their current energy use and will provide audits and technical assistance for selected WWTFs and DWFs.

To date, 66 of the 72 municipally owned WWTFs are participating in the electric energy use benchmarking and 29 of these participating WWTFs have been selected for audits. Eighteen of these audits will be funded through this contract. The funding sources for the additional 11 audits are described in Exhibit B of the P-37 contract. This work will identify cost-effective strategies for enhancing efficiency, that, if implemented, could potentially reduce energy usage at participating

Her Excellency, Governor Margaret Wood Hassan
And the Honorable Council

Page 2 of 2

WWTFs by up to 33%. Additional WWTFs may be selected for audits as awareness of the program grows. These additional audits will be funded through the Clean Water State Revolving Fund principal forgiveness program.

The selection process used to select WWTFs for audits was based on a combination of need and level of interest. The benchmarking results provided an evaluation of need. The level of interest was determined through a combination of responsiveness to the energy efficiency program and requests for information, attendance at workshops, and enthusiasm relative to implementing the audit findings.

For the DWFs, the audit selection process will be based on facilities that meet all of the following criteria: 1) were selected for a WWTF audit; 2) currently have an asset management program in place; and 3) have shown commitment to this energy efficiency program.

Through a competitive request for proposal (RFP) process, NHDES solicited proposals from qualified WWTF and DWF energy auditors to fulfill these grants tasks. Although the PES proposal was the only proposal received in response to the RFP, the PES proposal meets or exceeds the RFP experience and approach requirements. PES has conducted over 200 comprehensive energy audits of WWTFs and DWFs all over the country. PES is highly qualified to meet the Energy.gov Grant requirements and goals. The selection committee agreed unanimously to accept the proposal.

PES is also playing a crucial role with the existing workshops conducted as part of the Energy.gov Grant and is using their unique expertise to improve the value and impact of these workshops. Exhibit A details services to be provided to NHDES by PES for the audits and technical assistance for the "Leading NH's Wastewater Treatment Facilities to Energy Efficiency" project.

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

We respectfully request your approval.




Thomas S. Burack
Commissioner

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

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

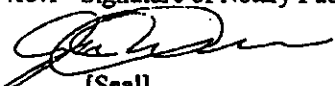
GENERAL PROVISIONS

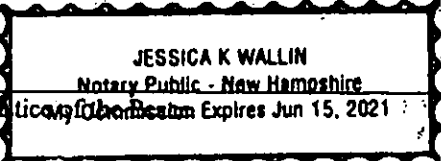
1. IDENTIFICATION.

1.1 State Agency Name Department of Environmental Services		1.2 State Agency Address 29 Hazen Drive, Concord, NH 03301	
1.3 Contractor Name Process Energy Services, LLC		1.4 Contractor Address 2 Lafayette Road, Londonderry, NH 03053	
1.5 Contractor Phone Number 603-537-1286	1.6 Account Number 03-44-44-441018-4718-672 03-44-44-442010-52090000-102	1.7 Completion Date March 31, 2018	1.8 Price Limitation \$ 273,630
1.9 Contracting Officer for State Agency Sharon L. Rivard, P.E.		1.10 State Agency Telephone Number 603-271-2508	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Steven A. Bolles, President	


1.13 Acknowledgement: State of NH, County of Kennebec

On 10/25/2016, 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.

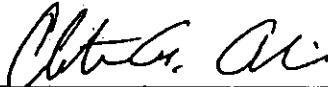
1.13.1 Signature of Notary Public or Justice of the Peace

 [Seal]



1.13.2 Name and Title of Notary or Justice of the Peace
Jessica K Wallin

1.14 State Agency Signature 	1.15 Name and Title of State Agency Signatory Date: <u>11/1/2016</u>
---	---

1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable)
 By: _____ Director, On: _____

1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable)
 By:  On: 11/2/16

1.18 Approval by the Governor and Executive Council (if applicable)
 By: _____ On: _____

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

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

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

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

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

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

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

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

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

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

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

7. PERSONNEL.

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

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

Agreement. This provision shall survive termination of this Agreement.

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

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

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

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

14. INSURANCE.

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

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

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

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

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

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

19. CONSTRUCTION OF AGREEMENT AND TERMS.

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

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

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

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

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

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

MS
10/25/14

EXHIBIT A

DOE Grant: Leading NH's Wastewater Treatment Facilities to Energy Efficiency ENERGY AUDITS and TECHNICAL ASSISTANCE SCOPE OF SERVICES

The following services will be provided to NHDES by PROCESS ENERGY SERVICES for energy audit and technical assistance for the "Leading NH's Wastewater Treatment Facilities to Energy Efficiency" DOE Grant project:

1. Conduct detailed process level energy audits for selected WWTFs and drinking water facilities in New Hampshire. Energy audits conducted at small lagoon facilities will consist of preliminary level audits to ensure that each audit is cost-effective and appropriate for the complexity of the facility. The selection process involved ranking the facilities based on both need and program interest.
2. Conduct energy audits at pumping stations for selected municipal collection systems. These selected municipal collection systems are based on communities that are volunteering to participate in the DOE Better Buildings Wastewater Accelerator program.
3. Prepare a comprehensive energy report for each audited WWTF in the general format described below. The report will include all recommendations including savings calculations, cost estimates, and a financial analysis of each project. The report shall include the following sections:
 - Executive Summary;
 - Description of the energy related processes and the overall electric energy use profile;
 - Presentation of each cost savings opportunity as one of the following:
 - Operational Measures (OMs)
 - Energy Management Measures (EMs)
 - Energy Conservation Measures (ECMs)
 - Energy Supply Measures (ESMs); and
 - Appendices
 - Energy calculations/equipment specifications/cost estimate for each recommendation;
 - including assumptions when estimating energy savings and recommended project costs;
 - Process model data; and
 - Copy of utility rate schedules.
4. Conduct a follow up meeting with each audited facility, including facility staff, electric utility staff, municipal management and NHDES to discuss audit finding and provide technical assistance in developing implementation plan.

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11/6/2016

5. The WWTFs selected for energy audits that will be paid for under this contract include the following (in alphabetical order):

Ashland	Berlin	Charlestown
Concord	Derry	Durham
Henniker	Hooksett	Jaffrey
Manchester	Meriden	Merrimack
North Conway	Penacook	Peterborough
Plymouth	Troy	Wolfeboro

6. Up to ten drinking water facilities will be selected for energy audits that will be paid for under this contract. The selection process for these drinking water facilities is currently underway. These energy audits will be paid for through Drinking Water State Revolving Fund Set-Asides not to exceed \$80,000.
7. The WWTFs selected for energy audits under this contract that will be paid for from additional funding sources outside of this contract include the following (in alphabetical order):

Canaan	Claremont	Colebrook
Dover	Hampton	Hanover
Keene	Lisbon	Nashua
Rochester	Waterville Valley	

8. Additional WWTFs may be selected for energy audits as applications for energy audit principal forgiveness through the Clean Water State Revolving Fund are received.
9. Additional drinking water facilities may be selected for energy audits if funds become available through the Drinking Water State Revolving Fund.

EXHIBIT B

**DOE Grant: Leading NH's Wastewater Treatment Facilities to Energy Efficiency
ENERGY AUDITS and TECHNICAL ASSISTANCE
PAYMENT SCHEDULE**

1. NHDES shall reimburse Process Energy Services for its expenses based upon receipt of monthly invoices for actual expenses in accordance with the following budget:

NHDES Selected Wastewater and Drinking Water Facilities for Energy Audits	Design Flow, MGD	Type of Treatment Process	Total Energy Audit Costs	Cumulative Costs	Total Funding from Each Source
North Conway Water Precinct*	1.5	Oxidation Ditch	\$12,020	\$12,020	
Wolfeboro	0.6	Extended Aeration	\$7,680	\$19,700	
Peterborough	0.62	Sequencing Batch Reactor	\$7,680	\$27,380	
Merrimack*	5	Conventional Activated Sludge	\$15,360	\$42,740	
Berlin	2.64	Conventional Activated Sludge	\$12,000	\$54,740	
Durham	2.5	Conventional Activated Sludge	\$11,360	\$66,100	
Concord*	10.1	Conventional Activated Sludge	\$19,300	\$85,400	
Derry	4.09	Lagoons	\$11,120	\$96,520	
Herriker	0.51	Conventional Activated Sludge	\$8,280	\$104,800	
Troy	0.27	Lagoons	\$4,380	\$109,180	
Plymouth	0.7	Fixed Film - RBC	\$8,280	\$117,460	
Manchester	34	Conventional Activated Sludge	\$29,060	\$146,520	
Jaffrey	1.25	Oxidation Ditch	\$11,180	\$157,710	
Charlestown	1.12	Lagoons	\$4,380	\$162,090	
Meriden	0.08	Lagoons	\$4,380	\$166,470	
Ashland	1.6	Lagoons	\$4,380	\$170,850	
Hooksett	1.1	Extended Aeration	\$8,790	\$179,640	
Penacook*	2.37	Sequencing Batch Reactor	\$13,990	\$193,630	\$193,630
Drinking Water Facilities TBD			\$80,000	\$273,630	\$80,000
			\$273,630		\$273,630

Notes:

- a. * Audits for DOE WW Accelerator Program facilities will include PS audits as well as WWTF audits.
- b. Other facilities may opt to include pumping station (PS) audits with funding potentially available from one or more of the following sources: Facility operating budgets, CWSRF principal forgiveness, electric utility, USDA Rural Development
- c. Drinking water facilities are not yet selected for energy audits.

2. NHDES shall reimburse Process Energy Services for its expenses based upon receipt of monthly invoices for actual expenses in accordance with the following budget:

Up to ten drinking water facilities will be selected for energy audits that will be paid for under this contract. The selection process for these drinking water facilities is currently underway. These energy audits will be paid for through Drinking Water State Revolving Fund Set-Asides not to exceed \$80,000.

3.3 Process Energy Services shall be reimbursed from outside sources for expenses incurred performing audits on additional WWTFs pursuant to the following budget, which may be revised to include additional WWTFs as additional funding sources are identified:

MHDES Selected WWTFs for Energy Audits	Design Flow, MGD	Type of Treatment Process	Total Energy Audit Costs	Cumulative Costs	Total Funding from Each Source	Energy Audit Fund Source Notes
Waterloo Valley	13.4	Lagoons	\$4,800	\$4,800		
Rochester	14.4	Extended Aeration	\$11,360	\$16,160		
Libon	0.82	Lagoons	\$4,880	\$21,040		
Keeler	2.5	Conventional Activated Sludge	\$14,800	\$35,840	\$34,800	
Harlow	2.5	Conventional Activated Sludge	\$4,180	\$40,020		
Canastota	0.08	Lagoons	\$4,520	\$44,540	\$10,780	Liberty Utilities Funded
Keegan	1.6	Conventional Activated Sludge	\$22,220	\$66,760		
Concord	1.7	Conventional Activated Sludge	\$11,080	\$77,840		
Hampden	1.4	Conventional Activated Sludge	\$16,000	\$93,840		
Quincy	1.0	Conventional Activated Sludge	\$12,800	\$106,640	\$50,500	
Colebrook	0.45	Lagoons	\$7,180	\$113,820	\$7,180	Possibly RD funded otherwise CWSRF Funded
			\$123,318		\$123,310	
		Average Audit Price	\$12,331			

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EXHIBIT C

**DOE Grant: Leading NH's Wastewater Treatment Facilities to Energy Efficiency
ENERGY AUDITS and TECHNICAL ASSISTANCE
SPECIAL PROVISIONS**

No special provisions.

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PROCESS ENERGY SERVICES, LLC

WATER ♦ WASTEWATER ♦ INDUSTRIAL

2 Lafayette Road
Londonderry, NH 03053
www.processenergy.com

Phone: 603-537-1286

CERTIFICATE OF AUTHORITY

I, Steven A. Bolles hereby certify that I am the sole member of Process Energy Services, LLC and have been the sole member since August 15th 2001.

I certify that I am authorized to bind the LLC.

I hereby further certify and acknowledge that the State of New Hampshire will rely on this certification as evidence that I have full authority to bind the LLC.

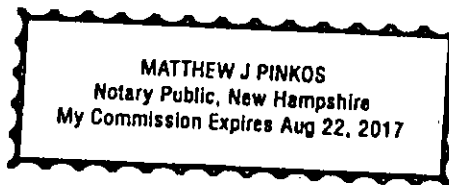
Signed: 

Date: 10-21-16

State of New Hampshire, County of Rockingham

On this the 21st day of October 2016, before me MATTHEW J. PINKOS, the undersigned officer, personally appeared STEVEN A. BOLLES, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he/she executed the same for the purposes therein contained.

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





DASHBOARD

ONLINE SERVICES

UCC

MY PROFILE

TRANSACTION DETAILS

HELP

LOGOUT

Welcome Process Energy Services, LLC

User ID: sabolles

Last Login: 10/25/2016 03:36 PM

Tuesday, October 25, 2016 LOGOUT

Search Business Names

Search Result

Business Name	Business Type	Principal Office Address	Registered Agent Name	Duration	Status
PROCESS ENERGY SERVICES	Trade Name	2 LAFAYETTE RD, LONDON DERRY, NH, 03053, USA	N/A	N/A	Active
PROCESS ENERGY SERVICES, LLC	Domestic Limited Liability Company	2 Lafayette Road, Londonderry, NH, 03053, USA	Bolles, Steven A	Perpetual	Good Standing

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Back



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/14/2016

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

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

INSURER
Wesby Insurance Agency
1000 Hazen Ct, Suite B
Box 1807
Concord, NH 03054-1807
INSURED
Wes Energy Services, LLC.
1000 Hazen Rd
Concord, NH 03053

CONTACT NAME: Cassidy Lungo	
PHONE (A.C. No. Ext.): (800) 258-1776	FAX (A.C. No.): (603) 429-1843
E-MAIL ADDRESS: clungo@minutemangroup.com	
INSURER(S) AFFORDING COVERAGE	
INSURER A: Hartford Casualty	NAIC # 29424
INSURER B: Travelers Casualty and Surety	19038
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

PERMITS / CERTIFICATE NUMBER: 16-17 Prof Liab add **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, CONDITIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

TYPE OF INSURANCE	ADDITIONAL INSURED	SUBROGATION	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENERAL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X		045BMRX1447	3/8/2016	3/8/2017	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 EPL \$ 5,000
<input type="checkbox"/> AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	X		045BMRX1447	3/8/2016	3/8/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION \$
<input type="checkbox"/> WORKERS COMPENSATION <input type="checkbox"/> EMPLOYERS' LIABILITY <input type="checkbox"/> PROPRIETOR/PARTNER/EXECUTIVE MEMBER EXCLUDED? (mandatory in NH) Describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
Professional Liability			106602479	10/3/2016	10/3/2017	Limit \$ 1,000,000

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

Dept. of Environmental Services is named as Additional Insured with respect to the General Liability and Automobile Liability policies, as required by written contract, as their interests may appear.

CERTIFICATE HOLDER	CANCELLATION
N.H. Dept. of Environmental Services 29 Hazen Drive Concord, NH 03301	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 Cassidy Lungo/JOANN