



State of New Hampshire

DEPARTMENT OF SAFETY
OFFICE OF THE COMMISSIONER
33 HAZEN DR. CONCORD, NH 03305
603/271-2791

JOHN J. BARTHELMES
COMMISSIONER

October 4, 2018

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

Requested Action

Authorize the Department of Safety, Division of Fire Standards & Training and Emergency Medical Services, to enter into a contract with Nobis Engineering, Inc. (VC#156710-B001), 18 Chenell Drive, Concord, NH 03301 in an amount not to exceed \$37,715.00 for a focused site investigation at the NH Fire Academy to determine the impact of onsite PFAS contamination. Effective upon Governor and Council approval through June 30, 2019. Funding source: 100% Revolving Funds - Fire and EMS Fund.

Funds are available in the SFY 2019 operating budget.

02-23-23-231010-40650000 Dept. of Safety – FS&T & EMS – FS&T & EMS Admin
103-500736 Contract Repairs; Bldg. Grounds
Activity Code: 2370

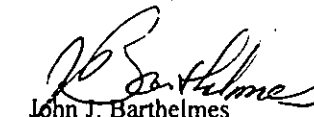
SFY 2019
\$37,715.00

Explanation

This contract provides for a focused site investigation to identify the scope and impact of PFAS contamination on the NH Fire Academy campus. The Department of Environmental Services (DES) conducted preliminary testing and concluded that a discharge of regulated contaminants, present in Class B firefighting foam, occurred on the Fire Academy training ground. DES notified the Department of Safety (DOS) of these results and required DOS to conduct a focused site investigating in accordance with Administrative Rule ENV-Or 600. This contract will further investigate and identify the impact of contaminants at the Fire Academy and provide recommendations for remediation.

Quotes were solicited from five vendors with PFAS contamination experience in New Hampshire. Three vendors submitted proposals. Nobis Engineering submitting the most comprehensive testing plan at the lowest cost.

Respectfully submitted,


John J. Barthelmes
Commissioner of Safety

Bid Summary for DOS FST-19-01
Workplan for a Focused Site Investigation

	Compliant Proposal	Cost	Ranking
Nobis Engineering	Y	100	1
GZA	Y	0	2
Sanborn, Head and Associates	N	N/A*	Non-compliant Proposal

Contract awarded to lowest bid submitting a compliant proposal.

* n/a - proposal did not meet requirements and was not scored for cost.

Jeff Phillips, Assistant Director , Division of Fire Standards and Training and EMS

Steve Lavoie, Director, Division of Administration.

Rick Bailey, Assistant Commissioner

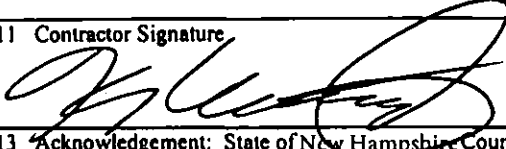
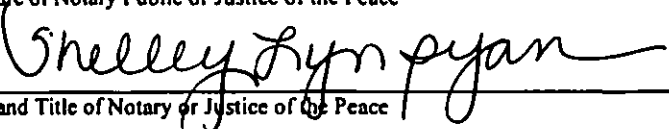
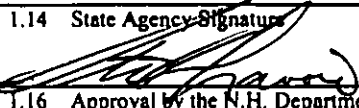

Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

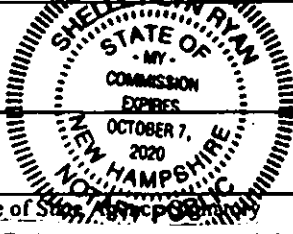
AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Dept. of Safety-Div. of Fire Standards & Training and EMS		1.2 State Agency Address 33 Hazen Drive, Concord, NH 03305	
1.3 Contractor Name Nobis Engineering, Inc.		1.4 Contractor Address 18 Chenell Drive, Concord, NH 03301	
1.5 Contractor Phone Number 603-224-4182	1.6 Account Number 02-23-23-237010-4065-103	1.7 Completion Date June 30, 2019	1.8 Price Limitation Not to exceed \$37,715.00
1.9 Contracting Officer for State Agency Deborah A. Pendergast, Director		1.10 State Agency Telephone Number 603-223-4200	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Kenneth R. Koornneef, PE; CEO/Principal-in-Charge	
1.13 Acknowledgement: State of New Hampshire County of Merrimack On October 2, 2018, 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 Shelley Lyn Ryan, Notary			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Representative Steven R. Lavoie, Dir. of Administration	
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: 10/15/18			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			



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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

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

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

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

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

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

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

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

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and

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

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

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

7. PERSONNEL.

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

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

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

8. EVENT OF DEFAULT/REMEDIES.

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

- 8.1.1 failure to perform the Services satisfactorily or on schedule;
- 8.1.2 failure to submit any report required hereunder; and/or
- 8.1.3 failure to perform any other covenant, term or condition of this Agreement.

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

- 8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;
- 8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the

date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

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

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

9. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.

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

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

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

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

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

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

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

14. INSURANCE.

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

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

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

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

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

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

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

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

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

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

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

EXHIBIT A

2. EMPLOYMENT OF CONTRACTOR: SERVICES TO BE PERFORMED.

In a result of testing conducted on the grounds of the NH Fire Academy, evidence of PFAS were found to be in the ground water. Based on the results of this preliminary screening, the NH Department of Environmental Services has concluded that a discharge of regulated contaminants (PFOS+PFOA) has occurred at the Site. The scope of this contract is to further investigate the impacts of PFAS in accordance with the Env-Or 600 Contaminated Site Management rules and recommend future remediation efforts to mitigate any potential hazards. The Department of Safety is contracting with Nobis Engineering, Inc to conduct the focus site investigation outlined in the Nobis Engineering proposal dated September 12, 2018, DES Site #201710012, Project#38711. The agreement is effective upon Governor and Council approval through June 30, 2019.

KPK

EXHIBIT B

5. CONTRACT PRICE: LIMITATION ON PRICE: PAYMENT.

The contract price is not to exceed \$37,715.00, and upon completion, an invoice shall be submitted to:

New Hampshire Department of Safety
Division of Fire Standards & Training and Emergency Medical Services
33 Hazen Drive
Concord, NH 03305

EXHIBIT C

There are no modifications, additions, and/or deletions to the Form P-37.

Contractor Initials WPK
Date 10/2/18

CERTIFICATE OF AUTHORITY

October 15, 2018

At a meeting of the Directors of Nobis Engineering, Inc. duly called and held at 18 Chenell Drive, Concord, New Hampshire on the 4th day of April 2018, at which a quorum was present and acting, it was VOTED, that Kenneth R. Koornneef, the Chief Executive Officer of this corporation, is hereby authorized and empowered to make, enter into, sign, seal and deliver on behalf of this corporation, a contract for the **Focus Site Investigation at the Fire Academy Project with the New Hampshire Department of Safety, Division of Fire Standards and Training and EMS.**

I do hereby certify that the above is true and correct copy of the record, that said vote has not been amended or repealed and is in full force and effect on this date, and that Kenneth R. Koornneef is the duly elected Chief Executive Officer of this corporation.

Attest:

Shelley Lynn Ryan



[Signature]
Secretary of the Corporation

State of New Hampshire

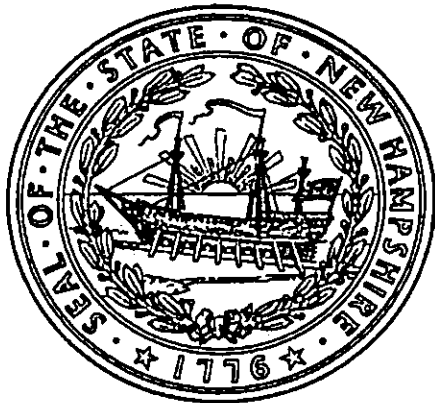
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that NOBIS ENGINEERING, INC. is a New Hampshire Profit Corporation registered to transact business in New Hampshire on May 03, 1989. 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: 140923

Certificate Number: 0004192056



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 2nd day of October A.D. 2018.

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

William M. Gardner
Secretary of State

**Action by Unanimous Written Consent of the
Board of Directors of Nobis Engineering, Inc.
(Contract Authority)**

The undersigned, being all of the directors of Nobis Engineering, Inc., a New Hampshire corporation (the "Corporation") hereby adopt the following resolutions by unanimous written consent. The following resolutions hereby adopted have the same force and effect as such resolutions would have if adopted at a duly convened meeting of the Board of Directors of the Corporation, and shall also serve to ratify, confirm and approve all actions heretofore taken by the Corporation with respect to the consummation of the transactions authorized below:

RESOLVED: That each or any of Kenneth R. Koornneef, in his capacity as Chief Executive Officer and/or President of the Corporation, Abhijit Nobis, in his capacity as Chief Strategy Officer and/or Treasurer of the Corporation, and Peter W. Delano, in his capacity as Senior Vice President of the Corporation, acting singly or together, is duly authorized to enter into, execute and deliver contracts and agreements on behalf of the Corporation with the State of New Hampshire and any of its agencies or departments, and is further authorized to execute any such related documents and certificates on behalf of the Corporation, which may in his or their sole judgment be desirable or necessary to effect the purpose of this vote.

RESOLVED: That each or any of Kenneth R. Koornneef, in his capacity as Chief Executive Officer and/or President of the Corporation, Abhijit Nobis, in his capacity as Chief Strategy Officer and/or Treasurer of the Corporation, and Peter W. Delano, in his capacity as Senior Vice President of the Corporation, acting singly or together, is duly authorized to enter into, execute and deliver contracts and agreements on behalf of the Corporation with the United States Federal Government, any State or municipality in the United States and any and all subdivisions, agencies, bureaus, authorities or departments of any of the foregoing, and is further authorized to execute any such related documents and certificates which may in his or their sole judgment be desirable or necessary to effect the purpose of this vote.

RESOLVED: That the Unanimous Written Consent of Chief Executive Officer and Sole Director in Lieu of Special Meeting of the Board of Directors, dated May 10, 2010, regarding "GENERAL CONTRACT SIGNATORY AUTHORITY PER COMPANY PROJECT", as thereafter amended or restated prior to the effective date hereof, is hereby amended and restated in its entirety as follows: From the effective date of these consent resolutions and continuing until the authority hereby granted is revoked or modified by subsequent action of the Corporation's board of directors, that the following officers are hereby each authorized and empowered, acting singly or together, to enter into, execute and deliver contracts and agreements on behalf of the Corporation with existing or new private customers of the Corporation, who are not federal, state or municipal customers, for services to be rendered by the Corporation in the ordinary course of the Corporation's business and within the Corporation's ordinary geographic market area, without the further prior consent of any other Corporation officer or the Corporation's board of directors, provided that such respective contract approval and signatory authority for the respective officers shall not exceed the aggregate maximum per project contract

authority set after their names below except as otherwise permitted pursuant to the Corporation's Bylaws as amended and in effect from time to time:

<u>Officer</u>	<u>Maximum Aggregate Per Project Contract Authority For Private Contracts</u>
Kenneth R. Koornneef, as CEO and/or as President	Unlimited Authority
Abhijit Nobis, as Chief Strategy Officer and/or as Treasurer	Unlimited Authority
Peter W. Delano, as Senior Vice President	\$250,000 per Project

RESOLVED: That these unanimous consent resolutions may be executed in counterparts, each of which may be deemed an original, but all of which together are to be deemed to be one and the same document. A signed counterpart copy of these consent resolutions, including, without limitation, if delivered by facsimile, email or other means of electronic transmission, shall be deemed to have the same legal effect as delivery of an original signed counterpart of these consent resolutions.

RESOLVED: That the foregoing consent resolutions and the actions contemplated thereby, all of which are hereby authorized, ratified, confirmed and approved, shall be effective as of April 4, 2018 and shall be filed with the records of the Corporation, and any action set forth herein shall be treated for all purposes as an action duly taken at a duly noticed and held meeting of the board of directors.

April 23, 2018
Date

April 4, 2018
Date

DIRECTORS:

Kirk B. Leoni
Kirk B. Leoni, Director

Roseline H. Bougher
Roseline H. Bougher, Director
Abhijit Nobis
Abhijit Nobis, Director

authority set after their names below except as otherwise permitted pursuant to the Corporation's Bylaws as amended and in effect from time to time:

<u>Officer</u>	<u>Maximum Aggregate Per Project Contract Authority For Private Contracts</u>
Kenneth R. Koornneef, as CEO and/or as President	Unlimited Authority
Abhijit Nobis, as Chief Strategy Officer and/or as Treasurer	Unlimited Authority
Peter W. Delano, as Senior Vice President	\$250,000 per Project

RESOLVED: That these unanimous consent resolutions may be executed in counterparts, each of which may be deemed an original, but all of which together are to be deemed to be one and the same document. A signed counterpart copy of these consent resolutions, including, without limitation, if delivered by facsimile, email or other means of electronic transmission, shall be deemed to have the same legal effect as delivery of an original signed counterpart of these consent resolutions.

RESOLVED: That the foregoing consent resolutions and the actions contemplated thereby, all of which are hereby authorized, ratified, confirmed and approved, shall be effective as of April 4, 2018 and shall be filed with the records of the Corporation, and any action set forth herein shall be treated for all purposes as an action duly taken at a duly noticed and held meeting of the board of directors.

DIRECTORS:

Date
April 24, 2018

Date
April 4, 2018

Date

Kirk B. Leoni, Director
Roseline H. Bougher

Roseline H. Bougher, Director
Abhijit Nobis

Abhijit Nobis, Director

