

The State of New Hampshire
Department of Environmental Services

Thomas S. Burack, Commissioner

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

December 14, 2012



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

REQUESTED ACTION

Authorize the Department of Environmental Services (DES) to enter into an agreement with P & H Senesac, Inc. (VC# 219630) Milton, Vermont in the amount of \$53,500.00 for digester cleaning and sludge dewatering, effective upon Governor and Council approval through June 30, 2013. 100% WRBP Funds.

Funding is available in the account as follows:

	<u>FY 13</u>
03-44-44-442010-5426-048-500226	\$53,500
Dept Environmental Services, Winnepesaukee River Basin, Contractual Maintenance- Bldg&Grnds	

EXPLANATION

The Franklin plant uses anaerobic digesters to stabilize solids generated from the treatment of wastewater and septage, and to meet state and federal sludge regulations. There are a total of four digestion tanks – two primary and two secondary. Each has a volume of about 600,000 gallons and is very deep, having sidewall depths of 28.5 feet and a sloped, cone-shaped bottom with an additional depth of 7.5 feet.

Because all four digesters are in operation throughout the summer and autumn months, and due to our solids loading at the treatment plant, Primary Digester #1 will not be available for cleaning until April 1, 2013. During early 2013, the tank is scheduled to be emptied by WRBP staff from its full volume of 600,000 gallons to 220,000 gallons. Removal of the remaining material must be accomplished by specialized heavy duty pumping equipment, or vactors, neither of which is owned by the WRBP because of the program's infrequent need for such equipment.

This contract will include the services required to remove and dewater approximately 220,000 gallons of sludge from Primary Digester #1, with much of this volume consisting of a dense mat of grit, rags, hair, grease and plastics in the slurry of sewage sludge. Accumulation of such material in the digesters is undesirable for several reasons, including the potential of clogging the sludge piping lines out of the tanks and damaging, or at least interfering with, the operation of the sludge pumps and centrifuges. Also, grit and rags are basically inert and their presence reduces the volume of active material in the digester and, hence, its performance. In addition, the vessels need to be periodically emptied so that the metalwork in the digester

www.des.nh.gov

29 Hazen Drive • PO Box 95 • Concord, NH 03302-0095
(603) 271-3503 • TDD Access: Relay NH 1-800-735-2964

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Council
Page 2

covers may be inspected and painted if necessary. Primary Digester #1 has been in service continuously since it was last cleaned in 2009.

A Request for Proposals (RFP) was prepared and sent to nine (9) firms known do this kind of specialized work. The Request for Proposal was also advertised in a local newspaper, The Citizen of Laconia, and posted on the Department of Administrative services Purchase and Property website. Responses to the RFP are as follows:

<u>Company</u>	<u>Quotation</u>
P&H Senesac Inc., Milton, VT	\$53,500
WeCare Organics, LLC, Easthampton, MA	\$56,473
Synagro Northeast Inc., Berwick, ME	Responded with "No Bid"
Creative Waste Management, Inc. Folcroft, PA.	No response
Cassella, Auburn, MA	No response
Mobile Dredging & Pumping Co., Chester, PA	No response
Morrissey Industrial Services, Lewiston, ME	No response
Philips Services Corp., Calvert City, KY	No response
The Hartigan Company Inc., Middlesex, VT	No response

As a result of the bids we wish to award the contract to the low bidder, P&H Senesac, Inc.

We note that all operating costs of the WRBP are billed back to the users of the facilities, as provided in RSA 485-A:50; there is no General Fund contribution to the WRBP's operation.

This contract has been approved by the Department of Justice as to form, substance and execution.

We respectfully request your approval.


Thomas S. Burack, Commissioner

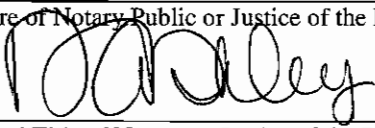
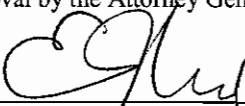
Subject: Primary Digester Cleaning and Dewatering FORM NUMBER P-37 (version 1/09)

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name <u>Department of Environmental Services</u>		1.2 State Agency Address <u>29 Hazen Drive, Concord, New Hampshire 03302</u>	
1.3 Contractor Name <u>P & H Senesac, Inc.</u>		1.4 Contractor Address <u>PO Box 577 Milton, VT 05468</u>	
1.5 Contractor Phone Number <u>(802) 524-7013</u>	1.6 Account Number <u>03-44-44-442010-5426-048-500226</u>	1.7 Completion Date <u>June 30, 2013</u>	1.8 Price Limitation <u>\$53,500.00</u>
1.9 Contracting Officer for State Agency <u>Thomas S. Burack, Commissioner</u>		1.10 State Agency Telephone Number <u>(603) 271-3503</u>	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory <u>Vice President</u>	
1.13 Acknowledgement: State of <u>VT</u> , County of <u>Franklin</u> On <u>28th Nov.</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace  [Seal]			
1.13.2 Name and Title of Notary or Justice of the Peace <u>Diana Ashley, Notary</u>			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory <u>Thomas S. Burack, Commissioner</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) By:  On: <u>12-14-12</u>			
1.18 Approval by the Governor and Executive Council 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, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("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. 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.

[Handwritten Signature]
11/2/12

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 consent of the N.H. Department of Administrative Services. None of the Services shall be subcontracted by the Contractor without the prior written 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 \$250,000 per claim and \$2,000,000 per occurrence; and

14.1.2 fire and extended coverage insurance 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 fifteen (15) 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 endeavor to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than ten (10) 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.

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"

The Services

The digester whose cleaning is the subject of this contract is Primary Digester #1, which has been in service continuously since it was last cleaned in 2006. Historically, all but approximately 220,000 gallons of material can be removed from the tank. At this volume, the material has a typical solids content between 4 and 7 percent. Rainfall and other precipitation that may occur between the time when all but the 220,000 gallons of material is removed from the tank and the time when the selected contractor begins work will likely cause an increase in the volume, but the contract shall be based on the solids in the digester, which will not increase.

Dewatering equipment (centrifuge) should provide 24 percent solids and at least 95 percent solids recovery. However, the maximum concentration of Total Suspended Solids (TSS) in the recycle flow will be no greater than 250 mg/l. Samples will be a composite sample consisting of grab samples taken throughout the day. Contractor shall provide the power necessary to operate the equipment necessary to fulfill contract requirements.

The Primary digesters are on-line throughout the winter months; therefore, Primary Digester #1 will not be available for the cleaning until April 1, 2013.

Dewatering of anaerobically digested sludge results in high recycle loads to the headworks of the treatment plant which can rapidly impact the treatment process and severely degrade effluent quality. The recycle is high in ammonia and BOD and, depending upon the capture rate of the dewatering equipment, recycle may also be high in suspended solids. The WRBP will closely monitor the capture rate of the dewatering process and, on occasion, it may be necessary to request the contractor take steps to reduce recycle load to the treatment plant. These steps may include requirements such as operating the dewatering equipment to increase its capture rate or reducing the number of hours each day the contractor processes solids from the digester. Exercise of these steps will not affect contract cost or completion date. The hours of dewatering will be limited to 8 hours a day, 7:00 A.M. to 3:00 P.M., Monday through Friday, unless otherwise mutually agreed upon arrangements are made with the Chief Operator, after his evaluation of the equipment's operation has assured him that the additional recycles will not cause operating difficulties.

The contractor shall remove material from the digester, screen, macerate, and then dewater it using polymer to a continuous minimum of 24 percent solids. Polymer is to be supplied by the contractor. Digester material shall be screened (mesh on the screen shall be no larger than ½ inch) and then macerated to shred any material that passes through the screen. Screening and macerating is required to ensure dewatered product can be beneficially reused and land applied. This is to make sure the contractor is in compliance with New Hampshire's Env-Ws 800 Sludge Management Rule Env-Ws 806.08 (f) "to minimize visible or identifiable plastics or other non-biodegradable solids". The contractor shall dewater the digester contents to a watertight container or dump truck supplied by the contractor. The material will be removed by the contractor (as it is being dewatered by the contractor) and stockpiled outside the back gate. Thus, the contractor will not need to handle the material once it has been dewatered. Following the work, contractor will rinse down the tank to the satisfaction of the WRBP

Information contained in the state's Request for Quotations, dated October 19, 2012 is hereby included in Exhibit A by reference.

EXHIBIT "B"

Cost Proposal and Terms of Payment

COST PROPOSAL

Full payment to the contractor to mobilize on site, provide power to accomplish the contractors work, remove and dewater Primary Digester #1 contents, rinse down digester and demobilize, as more fully described in EXHIBIT "A" and the request for Quotation.

\$53,500.00

Amount in Figures

Fifty-three Thousand, five hundred dollars

Amount in Words

TERMS OF PAYMENT

The amount shown above under COST PROPOSAL shall be paid as follows:

- 1) ten (10) percent of amount following mobilization on-site
- 2) eighty (80) percent of amount following satisfactory completion of dewatering operation
- 3) ten (10) percent of amount following satisfactory completion of digester rinse-down

Contractor to be paid within thirty (30) days of submission of invoice as shown above. Approval of this work does not authorize any expenditure over the price limitation.

I (We) agree to furnish the services specified in EXHIBIT A at the cost shown above.

P & H Senesac, Inc.

Company Name

EXHIBIT "C"

Special Provisions

Item 1

Waste disposal by Contractor shall be in accordance with all applicable federal, state and local regulations governing such waste.

Item 2

CONFINED SPACE CERTIFICATION

I, Justin P. Senesac, of
(Name)

P & H Senesac, Inc.
(Company Name)

hereby certify that the confined space policy of

P & H Senesac, Inc.
(Company Name)

complies in all aspects with the Federal Occupational
Safety and Health Standards (OSHA), 29 CFR Part
1910 and that

P & H Senesac, Inc.
(Company Name)

Possesses all equipment required for compliance with
all provisions of the rules

EXHIBIT “C”
Special Provisions
continued

Delete P-37 Agreement item 14.1.1 which reads: “comprehensive general liability insurance against all claims of bodily injury, death or property damage, in the amounts of not less than \$250,000 per claim and \$2,000,000 per occurrence;”

Replace P-37 Agreement item 14.1.1 with the following: “comprehensive general liability insurance against all claims of bodily injury, death or property damage, in the amounts of not less than \$250,000 per claim and \$2,000,000 per occurrence or in amounts of no less \$1,000,000 per occurrence and no less than \$1,000,000 excess/umbrella liability insurance”.

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 P & H SENESAC, INC. a(n) Vermont corporation, is authorized to transact business in New Hampshire and qualified on May 8, 1991. I further certify that all fees and annual reports required by the Secretary of State's office have been received.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 20th day of November, A.D. 2012

A handwritten signature in cursive script, appearing to read "Wm Gardner".

William M. Gardner
Secretary of State



P.O. Box 577 – Milton – Vermont – 05468

Telephone (802)524-7013 – (802)527-0138

Toll Free 1-888-524-7013 – Fax (802)524-7002

E-mail: psenesac@together.net Web Site: <http://www.phsenesac.com>

CORPORATE RESOLUTION

I, Alyssa Lee Newell, hereby certify that I am the duly elected and acting Secretary of P & H Senesac Inc, a Vermont Corporation, and that by unanimous written consent by the Board of directors of P & H Senesac Inc. pursuant to New Hampshire RSA 293-A:150 and 193-A:44, dated 11/28/12 resolutions, of which the following are true copies, were unanimously adopted:

RESOLVED, that Justin Senesac of the corporation, be authorized, empowered and directed to execute on behalf of the corporation, a contract dated 11/28/12 with the Water Division, Department of Environmental Services of the State of New Hampshire for the digester Cleaning and Dewatering.

RESOLVED that the secretary of the Corporation, Alyssa Lee Newell, be authorized, empowered and directed to sign, and to seal with the Corporate Seal a Certificate of the foregoing action.

I further certify that Justin Senesac is the duly elected Vice-President of P & H Senesac Inc. has accepted said office, and is acting therein.

I further certify that the foregoing resolutions remain in full force and effect.

IN WITNESS WHEREOF, I have signed my name and affixed the seal of Corporation this day of 11/28/12.

Alyssa Lee Newell
Corporate Secretary
P & H Senesac Inc.
www.phsenesac.com



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/8/2012

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 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 Essex Agency, Inc. 2 Railroad Street P.O. Box 239 Essex Junction VT 05452-0239		CONTACT NAME Emily Mackey PHONE (A/C No. Ext.) (802) 878-5334 FAX (A/C No.) (802) 878-0852 E-MAIL ADDRESS emily@essexagency.com	
INSURED P & H Senesac Inc P O Box 577 Milton VT 05468		INSURER(S) AFFORDING COVERAGE INSURER A: Peerless Insurance Co NAIC # 24198 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES **CERTIFICATE NUMBER: 12-13** **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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR			CBP9197322	7/16/2012	7/16/2013	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000	
	GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC							
	A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ ALL OWNED AUTOS ☒ HIRED AUTOS ☒ SCHEDULED AUTOS NON-OWNED AUTOS			BA9196622	7/16/2012	7/16/2013	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Hired/borrowed \$
		A	UMBRELLA LIAB ☒ EXCESS LIAB ☐ CLAIMS-MADE ☒ OCCUR			CU9190423	7/16/2012	7/16/2013
DED ☒ RETENTION \$ 10,000								
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			WC9199222	7/16/2012	7/16/2013	☒ WC STATUTORY LIMITS ☐ OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000	
	Y/N ☐ N/A							

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

CERTIFICATE HOLDER**CANCELLATION**

State of New Hampshire
Department of Environmental Services
Winnepesaukee River Basin Program
Wastewater Treatment Plant
PO Box 68
Franklin, NH 03235

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

Emily Mackey/EMMACK

ACORD 25 (2010/05)

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