



The State of New Hampshire  
**DEPARTMENT OF ENVIRONMENTAL SERVICES**



**Thomas S. Burack, Commissioner**

May 2, 2013

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 Energy Management and Control Company, Inc. (VC #161653), Marlborough, Massachusetts in the amount of \$27,850 for turbine generator maintenance and repair, effective as of July 1, 2013 through June 30, 2016, upon Governor and Council approval. 100% WBRP funds.

Funding is available in the account as follows, with the ability to adjust encumbrances in each of the state fiscal years through the Budget Office if needed and justified. Funding for fiscal years 2014-2016 is contingent upon the availability and continued appropriation of funds.

	<u>FY 14</u>	<u>FY 15</u>	<u>FY 16</u>
03-44-44-442010-1300-024-500225	\$ 8,975	\$ 9,275	\$ 9,600
Dept of Environmental Services, Winnepesaukee River Basin, Contract Repairs, Machinery & Equipment			

**EXPLANATION**

This contract is for preventive maintenance, inspection and repair service for the engines and generators of the two Solar™ GSE1000 900 KW emergency generator sets located at the Franklin Wastewater Treatment Plant (WWTP). The plant is owned by the state and is a component of the regional wastewater collection and treatment facilities operated by the Department of Environmental Services under the Winnepesaukee River Basin Program (WRBP) on behalf of the communities that rely upon the service. These turbine generators supply power to the plant when normal electrical service is interrupted (as may happen during a storm event).

Turbine generators, such as those at the WRBP Franklin WWTP, are an entirely different machine than the diesel generators located at the WRBP's pumping stations. Diesel generators have engines that are similar to the reciprocating engines found in large trucks. Most of the routine maintenance of these diesel machines is undertaken by the WRBP's maintenance mechanics. A turbine generator, however, is a device similar to the engines found on jet planes. Such machines operate under great stresses and their maintenance is highly specialized involving chemical analyses of lubricating fluids, vibration analyses under load, and many other items as outlined in Exhibit "A", The Services.

Continuous power is essential at the WWTP in order that the plant does not suffer a process upset and that disinfection of the plant's effluent is not interrupted. Once every two weeks, the WRBP staff exercises these

generators to assure that they will operate during an actual power outage. Each year, a qualified contractor is engaged to perform diagnostic inspection and preventive maintenance services on the units to assure their continued satisfactory operation. The Solar™ turbine generators were originally installed at the Franklin WWTP when it first started operations and are over thirty years old. Over the last few years, as the generators have continued to age and parts have become ever harder and more costly to obtain, the frequency and cost for unscheduled repairs, including parts and labor, has also increased.

The RFQ was sent to the two firms known to the WRBP which have experience with Solar™ generator service in the region. The RFQ was also advertised on the NH Department of Administrative Services Purchase and Property website and in a local newspaper, The Citizen of Laconia. Only the two firms directly sent the RFQ responded, as follows:

	Emergency Management and Control Co., Inc. <u>Marlborough, MA</u>	Turbine Engine Service Company, Inc. <u>Colts Neck, NJ</u>
Scheduled services	\$12,850	\$19,792
Menu of unscheduled services/min. charge	+ \$ 7,800	+ \$25,059
Calculated Basis of Award:	\$20,650	\$44,851

The calculation used to compare the two responding firms for the menu of scheduled and potential unscheduled services and/or minimum services charges is described in Exhibit B. These calculations (presented above) form the basis of award. Based on the prices offered, Energy Management and Control Company, Inc. was the low bidder.

The contract price limitation of \$27,850 for the three-year contract period is based on \$12,850 total for the scheduled annual inspections and preventive maintenance plus \$5,000 per fiscal year (\$15,000 total) for unforeseen, unscheduled services. Over the last two fiscal years, almost \$7,000 has been spent on unscheduled services, with over \$12,000 total spent in the last five years. Each unscheduled service call during that period has cost at least \$1,300. Since there is no way to accurately predict when emergency repairs will be required or their cost, \$5,000 per year is considered a reasonable allowance for necessary unscheduled repairs.

All of the WRBP's operating expenses are paid by the users of the system; there are no general fund contributions to the systems operating budget. The 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: SOLAR Turbine Generator Inspection and Maintenance

**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, New Hampshire 03302	
1.3 Contractor Name Energy Management and Control Company, Inc.		1.4 Contractor Address 90 Woodland Drive, Marlborough, MA 01752	
1.5 Contractor Phone Number 508-481-6886	1.6 Account Number 03-44-44-442010- 1300-24-500225	1.7 Completion Date June 30, 2016	1.8 Price Limitation \$27,850
1.9 Contracting Officer for State Agency Thomas S. Burack, Commissioner		1.10 State Agency Telephone Number (603) 271-3503	
1.11 Contractor Signature <i>Frank N. Steiner</i>		1.12 Name and Title of Contractor Signatory FRANK W. STEINER PRESIDENT	
1.13 Acknowledgement: State of <u>MA</u> , County of <u>Middlesex</u> On <u>4-18-13</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] <i>Alise M. Karle</i>		 <p>ALISE M. KARLE Notary Public Commonwealth of Massachusetts My Commission Expires July 4, 2019</p>	
1.13.2 Name and Title of Notary or Justice of the Peace <i>Alise M. Karle</i>			
1.14 State Agency Signature <i>Thomas S. Burack</i>		1.15 Name and Title of State Agency Signatory Thomas S. Burack, Commissioner	
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: <i>[Signature]</i> On: <u>5-8-13</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.

**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

## INTRODUCTION

The service being requested is to provide annual diagnostic inspection service and preventive maintenance, as well as emergency repair service, on two Solar GSE1000 900KW standby turbine generators at the WRBP Wastewater Treatment Plant in Franklin, NH, covering the three-year period 6/30/2013 through 6/30/2016.

## SCHEDULED DIAGNOSTIC INSPECTIONS

- Inspect and clean or replace as needed the low pressure and high pressure fuel filters and the lube oil filters (filters provided by the WRBP).
- Inspect the starter motor and brushes.
- Inspect and clean the spark plug and the ignition exciter assembly.
- Inspect the batteries and the charging system for proper operation; check float and high rate voltage set points.
- Inspect air inlet plenums and compressor blades and inlet guide vanes.
- Check the exhaust and lube oil tank vent subsystems.
- Disassemble, inspect and verify proper operation of the 6th stage compressor bleed valve.
- Verify the proper operation and set point of the lube oil tank heater.
- Verify the proper operation of the generator strip heaters.
- Check the gearbox to generator coupling for grease and axial float.
- Grease the generator bearings as required.
- Inspect and calibrate engine and exhaust temperature monitoring systems and the engine speed system.
- Inspect and verify operation and set points of all safety shutdowns including but not limited to: high engine temperature, high exhaust temperature, overspeed, high lube oil temperature and low lube oil pressure.
- Sample engine oil and perform spectrographic analysis including: testing of physical properties of water content, acid number, total solids, and viscosity.
- Vibration survey and analysis that includes X-Y plots of the full vibration spectrum from 200-200,000 cpm.
- Engine performance analysis.
- Test generators under plant load to check proper operation of the transfer switchgear.
- Evaluate data obtained during the inspection and produce a written report for each generator, to be forwarded within two weeks.

## UNSCHEDULED SERVICES

Broken or defective parts will be replaced after authorization by the state at the additional costs specified in Exhibit B, herein. Repairs resulting from unscheduled service calls will be paid under the terms outlined in Exhibit B of this agreement.

## CONTRACTOR RESPONSIBILITIES

Competent and experienced workers shall perform all work in a neat and workmanlike manner in conformance with best modern trade practices. The Contractor shall perform all of their own work. Subcontractors will only be allowed upon receiving approval in advance of bid submission from the WRBP.

**EXHIBIT A**  
**THE SERVICES - Continued**

The contractor shall provide all labor, materials, services, tools, equipment, transportation and facilities to complete the scope of work. It shall be the sole responsibility of the contractor awarded the project to comply with all local, state and federal rules and regulations in the commission of the work requested by this specification.

All work must be performed during the normal operating hours of the WRBP, Monday through Friday, 7:00 AM to 3:30 PM. Hours outside this time period on weekdays are available, however prior arrangements are needed. In such cases the WRBP will supply, at no cost to the contractor, an employee to provide access to the facilities enabling the contractor to work a longer day. The contractor shall recognize that one of the two generators must always be available for service transfer; only one generator at a time can be down for maintenance.

Information contained in the State's Request for Quotations dated March 8, 2013 is hereby included in Exhibit A by reference.

**EXHIBIT B**  
**COST PROPOSAL AND TERMS OF PAYMENT**

<b>SCHEDULED SERVICES</b>	Fiscal Year 2014	Fiscal Year 2015	Fiscal Year 2016
Annual diagnostic inspection for two units. (Quotation includes all travel and labor costs for the service.)	\$3,975	\$4,275	\$4,600

**UNSCHEDULED SERVICE**

Regular Hourly Rate (Includes travel time)	\$180	\$195	\$210
Overtime Hourly Rate (Includes travel time)	\$270	\$292.50	315
Mileage, Lump Sum (Shop to Franklin, NH and return)	\$250	\$260	\$270
Specify minimum number of hours or minimum service charge, if applicable	\$720	\$780	\$840

Notes:

(1) The low bidder will be selected based on bidding of a menu of services consisting of three year cost of annual servicing, plus one unscheduled service call per fiscal year involving one person and eight hours of time at the overtime hourly rate (or the minimum service charge as applicable) plus mileage.

	FY14	FY15	FY16
Annual inspection service call	\$3,975	\$4,275	\$4,600
Unscheduled service/minimum charge	\$2,410	\$2,600	\$2,790
	\$6,385	\$6,875	\$7,390

**Basis of award calculation: \$20,650**

(2) The contract price limitation is based upon the sum of the annual servicing costs plus an additional \$5,000 per fiscal year for unscheduled repair services.

	FY14	FY15	FY16
Annual inspection service call	\$3,975	\$4,275	\$4,600
Unscheduled service/minimum charge	\$5,000	\$5,000	\$5,000
	\$8,975	\$9,275	\$9,600

**Contract price limitation calculation: \$27,850**

(3) Unscheduled repair service is defined as any service work not directly related to the performance of the annual diagnostic inspection for the two units.

(4) Contractor to be paid within thirty (30) day of submission of invoice at satisfactory completion of work. Approval of this contract does not authorize any expenditure over the price limitation.

## EXHIBIT C SPECIAL PROVISIONS

1. 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 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 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”.

**ENERGY MANAGEMENT AND CONTROL COMPANY, INC.  
90 WOODLAND DRIVE  
MARLBOROUGH, MA 01752  
(508) 481-6886**

**CORPORATE RESOLUTION**

I, Elizabeth C Poulin, hereby certify that I am the duly elected and acting Secretary of Energy Management and Control Company, Inc., a Massachusetts corporation registered to do business in New Hampshire, and that by unanimous written consent by the Board of Directors of Energy Management and Control Company, Inc., pursuant to New Hampshire RSA 293-A:150 and 193-A:44, dated April 25, 2013, resolutions, of which the following are true copies, were unanimously adopted:

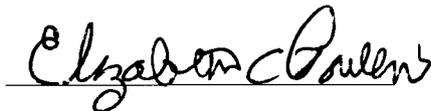
RESOLVED, that Frank W. Steiner, President of the corporation, be authorized, empowered and directed to execute, on behalf of the corporation, a contract dated April 18, 2013 with the Division of Water Supply and Pollution Control, Department of Environmental Services of the State of New Hampshire for technical services in the form of preventive maintenance services/ repair of the gas turbine powered emergency generators located at the Franklin Waste Water Treatment Facility.

RESOLVED that the Secretary of the Corporation, Elizabeth C Poulin, be authorized, empowered and directed to sign, and to seal with the Corporate Seal, a Certificate of the foregoing action.

I further certify that Frank W. Steiner is the duly elected President of Energy Management and Control Company, 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 the Corporation this twenty fifth day of April 2013.



Elizabeth C Poulin  
Secretary  
Energy Management and Control  
Company, Inc.

# 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 ENERGY MANAGEMENT AND CONTROL COMPANY, INC. a(n) Massachusetts corporation, is authorized to transact business in New Hampshire and qualified on January 29, 1988. 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 12<sup>th</sup> day of April, A.D. 2013

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

William M. Gardner  
Secretary of State

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 <b>Malcolm &amp; Parsons Ins. Agcy. Inc.</b> 6 Freeman St. P.O. Box 527 Stoughton, MA 02072	CONTACT NAME: PHONE (A/C, No, Ext): <b>781.344.3200</b>		FAX (A/C, No): <b>781.344.1425</b>
	E-MAIL ADDRESS: ADDRESS:		
INSURED <b>Energy Management &amp; Control Co., Inc.</b> 90 Woodland Drive Marlboro, MA 01752-1654	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A:	<b>The Hartford</b>	<b>087634</b>
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		

**COVERAGES**                      **CERTIFICATE NUMBER: Master 6/14/12**                      **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			08SBANJ3923	06/14/2012	06/14/2013	EACH OCCURRENCE	\$ 2,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						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
								\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$
	<input type="checkbox"/> ANY AUTO	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS					BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> HIRED AUTOS						PROPERTY DAMAGE (Per accident)	\$
								\$
	UMBRELLA LIAB						EACH OCCURRENCE	\$
	EXCESS LIAB						AGGREGATE	\$
	DED	RETENTION \$						\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			08WECGQ1676	06/14/2012	06/14/2013	<input checked="" type="checkbox"/> WC STATUTORY LIMITS	<input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N	N/A				E.L. EACH ACCIDENT	\$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$ 500,000
							E.L. DISEASE - POLICY LIMIT	\$ 500,000

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

**repair and maintainance on generators**

<b>CERTIFICATE HOLDER</b> FAX: 603.528.6147  State of New Hampshire Department of Environmental Services Wastewater Treatment Plant ATTN: Sharon McMillin P.O.Box 68 Franklin, NH 03235	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE  Anne Parsons
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