

eam
88



The State of New Hampshire
Department of Environmental Services



Robert R. Scott, Commissioner

July 27, 2021

His Excellency, Governor Christopher T. Sununu
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 N. A. Manosh Inc., Morrisville, VT (V C #290595-B001) in the amount of \$116,400.00 for grease removal and disposal services, effective upon Governor and Council approval through June 30, 2024. 100% WRBP 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 FY 2022 -2024 are contingent upon the availability and continued appropriation of funds.

	<u>FY22</u>	<u>FY23</u>	<u>FY24</u>
03-44-44-442010-1300-048-500226	\$38,800	\$38,800	\$38,800
Dept. Environmental Services, Winnepesaukee River Basin, Contractual Maintenance – Bldg & Grnds			

EXPLANATION

The Department of Environmental Services (DES) under the Winnepesaukee River Basin Program (WRBP) owns and operates the regional wastewater collection and treatment facilities for ten communities in the Lakes Region. The system includes 14 pumping stations, approximately 65 miles of interceptor sewer and the wastewater treatment plant. Approval of this contract will authorize grease removal and disposal services for the treatment plant and five pump stations.

Among the many constituents found in sewage are fat, oil and grease, a by-product of food preparation which is performed in the many institutions, restaurants, and the thousands of households which depend upon the WRBP system. Oil and grease accumulates in the wetwells of the pumping stations where a mat of grease, plastics and other floatable materials several inches thick will form. Grease that does not become part of the floating mat in the pumping stations flows to the plant where the grease is skimmed from the surface of settling tanks and accumulated for off-site disposal. Accumulation of grease in the wetwells is problematic because it interferes with the level sensing devices used to control pump operation. Grease which passes through the pump stations is automatically skimmed from clarifiers at the treatment plant and transferred to scum holding tanks. The contract includes scheduled grease removal work and also provides for contingency (unscheduled emergency) services for when a WRBP

pumping station or sewer line experiences unexpected grease buildup. The WRBP has needed such contingent services on multiple occasions over the last few years.

A Request for Proposal (RFP) was prepared and sent to two (2) firms which provide this type of specialized service. Finding a reliable grease removal and disposal firm able to provide these specialty services has become increasingly difficult and several firms have exited the market. The RFP was advertised in the Union Leader newspaper and posted on the NH Department of Administrative Services Purchase and Property website.

Responses to the RFP are as follows:

<u>Company</u>	<u>Scheduled Services</u>	<u>Unscheduled Services</u>	<u>Bid Total</u>
N. A. Manosh Inc., Morrisville, VT	\$101,400	\$15,000	\$116,400
Wind River Environmental, Inc., Marlborough, MA		No response	

As a result of the single proposal submitted and subsequent due diligence, we wish to award the contract to N.A. Manosh Inc. This contract enables the WRBP to retain a reliable firm capable of performing these specialties services over the term of the contract.

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 the WRBP operation.

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

We respectfully requested your approval of this item.


Robert R. Scott, Commissioner

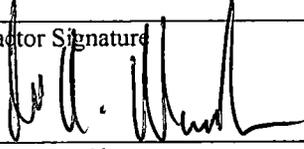
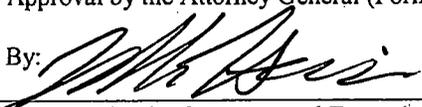
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Department of Environmental Services		1.2 State Agency Address 29 Hazen Drive Concord, NH 03302	
1.3 Contractor Name N. A. Manosh Inc.		1.4 Contractor Address 120 Northgate Plaza, Morrisville, VT 05661	
1.5 Contractor Phone Number (802) 888-5722	1.6 Account Number 03-44-44-442010-1300-048-500226	1.7 Completion Date June 30, 2024	1.8 Price Limitation \$116,400
1.9 Contracting Officer for State Agency Sharon McMillin		1.10 State Agency Telephone Number 603-934-4032	
1.11 Contractor Signature  Date: 04/27/2021		1.12 Name and Title of Contractor Signatory Nick Manosh President	
1.13 State Agency Signature  Date: 5/12/21		1.14 Name and Title of State Agency Signatory Robert R. Scott Commissioner, NHDES	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: 7/27/2021			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

Contractor Initials NAM
Date 4/27/2021

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.17, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. 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 affected by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part. 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 reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

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

5.2 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 applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

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

6.3. The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with 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.

submit to the State a Transition Plan for services under the Agreement.

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 cured, 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 give the Contractor a written notice specifying the Event of Default and set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

8.3. 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.

9. TERMINATION.

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) 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 B. In addition, at the State's discretion, the Contractor shall, within 15 days of notice of early termination, develop and

10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

10.1 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.

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

10.3 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.

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

12.1 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. INDEMNIFICATION. Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omission of the

Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the 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 continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

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

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 10.2 herein, in an amount not less than 80% of the whole replacement value of the property.

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

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or 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 ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

15. WORKERS' COMPENSATION.

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

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. The Contractor shall furnish the Contracting Officer identified in block 1.9, or 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. **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.

17. **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.

18. **CHOICE OF LAW AND FORUM.** This Agreement shall be governed, interpreted and 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. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

19. **CONFLICTING TERMS.** In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and/or attachments and amendment thereof, the terms of the P-37 (as modified in EXHIBIT A) shall control.

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 or modifying provisions set forth in the attached EXHIBIT A 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 with respect to the subject matter hereof.

**EXHIBIT A
SPECIAL PROVISIONS**

CONFINED SPACE CERTIFICATION

I, Nick Manosh, of
(Name)

N.A. Manosh Inc.

(Company Name)

hereby certify that the confined space policy of

N.A. Manosh Inc.

(Company Name)

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

N.A. Manosh Inc.

(Company Name)

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

Initials: NAM
Date: 04/06/21

EXHIBIT B
SCOPE OF SERVICES

Item 1 Removal and Disposal of Grease from Pump Station Wetwells

Grease and floatable materials in the wetwells at five (5) pumping stations will be removed and disposed of at an appropriate disposal location. The cleaning operations will also include removal of grease attached to the wall along the perimeter of each well.

- A) North Main Pump Station – Laconia, NH
Annual cleaning. Wetwell dimensions: 2 at 17'x23'; approximately 18' feet below finish grade; approximately 700 gallons of grease and floatables per cleaning event. Items 1A, 1B, 1C, and 1D will be scheduled concurrently when annual cleaning is performed.

- B) Jewett Brook Pump Station - Laconia, NH
Annual cleaning. Wetwell dimensions: 2 at 9.0'x11.5'; approximately 16 feet below grade; approximately 180 gallons of grease and floatables per cleaning event. Items 1A, 1B, 1C, and 1D will be scheduled concurrently when annual cleaning is performed.

- C) Belmont Pump Station – Belmont, NH
Semi-annual cleaning. Wetwell dimensions: 2 at 8.5'x5', approximately 14 feet below grade; approximately 50 gallons of grease and floatables per cleaning event. Items 1A, 1B, 1C, and 1D will be scheduled concurrently when annual cleaning is performed. Scheduled with item 1D when semi-annual cleaning is performed.

- D) Winnisquam Pump Station – Laconia, NH
Semi-annual cleaning. Wetwell dimensions: 2 at 12'x15'; approximately 13.5 feet below grade; approximately 700 gallons of grease and floatables per cleaning event. Items 1A, 1B, 1C, and 1D will be scheduled concurrently when annual cleaning is performed. Scheduled with item 1C when semi-annual cleaning is performed.

- E) River Street Pump Station – Franklin, NH
Annual cleaning. Wetwell dimensions: 2 at 14'x14', approximately 14 feet below grade; approximately 900 gallons of grease and floatables expected per cleaning event. This task will be scheduled concurrently with Task 2A, when requested by the WRBP.

Item 2 Grease Removal from Scum Pits at Wastewater Treatment Plant

- A) Removal and disposal of grease and floatable materials from four (4) scum pits located at the WRBP wastewater treatment plant in Franklin. Each tank is approximately 4'x4'. Each pit is expected to have two feet of floatable material removed per cleaning event. At least two (2) and as many as four (4) pits will be cleaned every two (2) months. There are two (2) pits at the primary clarifiers and two (2) at the sludge thickeners. The number of pits to be cleaned will be determined by the tanks which are in service. When

Initials: WAM
Date: 5/24/2001

EXHIBIT B
SCOPE OF SERVICES - Continued

less than four (4) pits are cleaned in any scheduled cleaning, the quoted price for the service shall be reduced by the amount per pit, as specified in Exhibit C.

- B) Two (2) pits at the secondary clarifiers will be cleaned biannually. This task shall be scheduled concurrently with Task 2A.

Item 3 As-needed, Unscheduled Services

The per hour cost for vactor truck and labor (2 contractor employees) for unscheduled grease removal/vactor service, and the per gallon disposal fee for grease and other floatable materials will be paid under the terms outlined in Exhibit C of this Agreement.

Contractor Responsibilities

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 to comply with all local, state and federal rules and regulations in the commission of the work requested by this specification. The grease and floatable materials removed under this contract shall be disposed of by the contractor in accordance with all applicable federal, state and local regulations governing such waste. Contractor shall confirm, in writing, the disposal location for materials removed during each service. All work shall be performed in a neat and workmanlike manner in conformance with best modern trade practices by competent, experienced workers. All equipment used shall be operated in strict accordance with the manufacturer's instructions. Work must be completed during normal working hours of Monday-Friday, 7:00 AM to 3:15 PM, unless otherwise mutually agreed-upon arrangements are made with the WRBP.

Information contained in the State's Request for Proposals dated March 30, 2021 is hereby included in Exhibit B by reference.

Initials: NAAM
Date: 5/24/2021

**EXHIBIT C
COST AND TERMS OF PAYMENT**

SCHEDULED SERVICES

Proposals shall reflect the annual cost for each service specified below; include all travel, labor, fuel surcharges or any other fees, equipment and disposal costs for the service. Each service requires 2 contractor employees.

	FY22	FY23	FY24
Item 1 Removal and Disposal of Grease from Pump Station Wetwells			
1A) North Main, once per year [Scheduled with 1B, 1C, and 1D]	\$ <u>2400.00</u>	\$ <u>2400.00</u>	\$ <u>2400.00</u>
1B) Jewett Brook, once per year [Scheduled with 1A, 1C, and 1D]	\$ <u>2000.00</u>	\$ <u>2000.00</u>	\$ <u>2000.00</u>
1C) Belmont, twice per year [Scheduled once with 1A, 1B, and 1D]	\$ <u>2800.00</u>	\$ <u>2800.00</u>	\$ <u>2800.00</u>
1D) Winnisquam, twice per year [Scheduled once with 1A, 1B, and 1C]	\$ <u>5600.00</u>	\$ <u>5600.00</u>	\$ <u>5600.00</u>
1E) River Street, once per year [Scheduled with 2A]	\$ <u>3600.00</u>	\$ <u>3600.00</u>	\$ <u>3600.00</u>
Item 2 Grease Removal from Scum Pits at Wastewater Treatment Plant			
2A) Cleaning 4 Scum Pits at Treatment Plant Bi-monthly, 6 times per year	\$ 16,000.00	\$ 16,000.00	\$ 16,000.00
DEDUCT for 2A, per scum pit, per event when bi-monthly cleaning has less than 4 scum pits to service	\$(<u>500.00</u>)	\$(<u>500.00</u>)	\$(<u>500.00</u>)
2B) Cleaning 2 Scum Pits at Treatment Plant, twice per year [Scheduled with 2A]	\$ <u>1400.00</u>	\$ <u>1400.00</u>	\$ <u>1400.00</u>
ANNUAL SCHEDULED SERVICES TOTAL (Sum of Items 1 and 2 per year without deduct for 2A)			
	\$ <u>33,800.00</u>	\$ <u>33,800.00</u>	\$ <u>33,800.00</u>

**EXHIBIT C
COST AND TERMS OF PAYMENT - Continued**

UNSCHEDULED SERVICES

The per hour cost for unscheduled grease removal at any WRBP location, including vactor truck service, labor (2 employees), and per gallon disposal fee for grease and other floatable materials.

Item 3	Unscheduled Services	FY22	FY23	FY24
3A) Regular Hourly Rate (\$/hr)		\$ <u>225.00</u>	\$ <u>250.00</u>	\$ <u>250.00</u>
	[includes 2 employees, travel time, equipment and cost for services]			
	[For 3A Specify Minimum Service Charge or Minimum number of hours, if applicable]	\$ _____	\$ _____	\$ _____
	or	hrs. <u>8</u>	hrs. <u>8</u>	hrs. <u>8</u>
3B) Overtime Hourly Rate (\$/hr)				
	[includes 2 employees, travel time, equipment and cost for services]	\$ <u>337.50</u>	\$ <u>375.00</u>	\$ <u>375.00</u>
	[For 3B Specify Minimum Service Charge or Minimum number of hours, if applicable]	\$ _____	\$ _____	\$ _____
	or	hrs. <u>8</u>	hrs. <u>8</u>	hrs. <u>8</u>
	Disposal Fees, per gallon in addition to that included in scheduled service cost	\$ <u>.30</u> gal.	\$ <u>.30</u> gal.	\$ <u>.30</u> gal.
	or	\$ <u>195.00</u> wet tons of grit from Vactor Truck		
Contract Price per Fiscal Year:		\$ <u>38,800.00</u>	\$ <u>38,800.00</u>	\$ <u>38,800.00</u>
(Item 1 + Item 2 without deduct + \$5000)				

Notes:

- 1) The contract price limitation is based upon the sum of the annual routine servicing costs plus an additional \$5,000.00 per year for unscheduled services and associated disposal of material.
- 2) Contractor to be paid within thirty (30) days of submission of invoice after satisfactory completion of the work and written identification of disposal location for materials removed during each service. Approval of this contract does not authorize any expenditure over the price limitation.
- 3) For any scheduled service which occurs more than once per year, the cost per event will be determined by dividing the annual cost for that service by the number of events specified per fiscal year for that service.

N.A. Manosh Inc.

Company Name

Initials: NA
Date: 04/06/21



120 Northgate Plaza
Morrisville, VT 05661

802-888-5722
802-888-4681 (Fax)
nickm@manosh.com

CERTIFICATE OF AUTHORITY

I, Ronda Degree, Secretary of N.A. Manosh Inc. do
Printed Name of Certifying Officer Title Name of Company

hereby certify that Nick A. Manosh is authorized to execute any documents
Printed Name of Person Authorized to sign

that may be necessary to enter into a contract with the State of New Hampshire.

I certify that N.A. Manosh Inc. is a foreign profit corporation registered to conduct business in the State of New Hampshire. I hereby further certify and acknowledge that the State of New Hampshire will rely on this certification as evidence that Nick A. Manosh has full authority to bind the company and that authority will not be rescinded without notice to the State of New Hampshire.

In witness whereof, I have hereunto set my hand as the Secretary,
Office/Position of Certifying Officer

of N.A. Manosh Inc., this 13th day of July, 2021.

State of New Hampshire

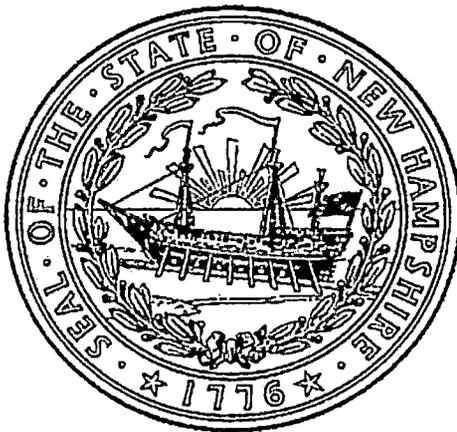
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that N.A. MANOSH INC. is a Vermont Profit Corporation registered to transact business in New Hampshire on August 28, 2017. 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: 777843

Certificate Number: 0005357860



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 27th day of April A.D. 2021.

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

William M. Gardner
Secretary of State

