



The State of New Hampshire
DEPARTMENT OF ENVIRONMENTAL SERVICES

78- 7/29/26



Robert R. Scott, Commissioner

June 16, 2026

Her Excellency, Governor Kelly A. Ayotte
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 Poulin Property Maintenance LLC (VC# 581239-B001) Boscawen, NH in the amount of \$40,465.00 for lawn maintenance services at WRBP facilities, effective upon Governor and Council approval through June 30, 2029. 100% WRBP funds.

Funding is available in the account as follows with the authority to adjust encumbrances in each of the state fiscal years through the Budget Office, if needed and justified, and for FY28-29 is contingent upon the availability and continued appropriation of funds.

	<u>FY27</u>	<u>FY28</u>	<u>FY29</u>
03-44-44-442010-1300-048-500226	\$12,700	\$13,485	\$14,280
Dept. of Environmental Services, Winnepesaukee River Basin, Building & Grounds			

EXPLANATION

This is a contract to provide lawn maintenance services, mowing and trimming at the Winnepesaukee River Basin Program's (WRBP) Laconia Compound on Water Street, ten (10) pump stations located throughout the Lakes Region area, and the Franklin Wastewater Treatment Facility (WWTF). The WRBP provides wastewater collection and treatment for ten (10) communities situated throughout the Lakes Region, and a significant component of the WRBP system is the Laconia Compound and associated pumping stations.

Laconia staff are responsible for the operation and maintenance of the WRBP wastewater collection system and treatment facility. The Laconia maintenance facility is not staffed with grounds maintenance personnel since there is not enough work of this nature to necessitate hiring employees or maintaining equipment specifically for this seasonal need.

- CONCORD OFFICE -

29 Hazen Drive, P.O. Box 95, Concord, New Hampshire 03302-0095
603-271-3504
TDD Access: Relay NH 1-800-735-2964

A Request for Proposals (RFP) was prepared and sent to five (5) area firms known to perform this type of service. The RFP was also advertised in the Union Leader state-wide newspaper and posted on the State's Purchase and Property website. Responses to the RFP were as follows:

<u>Company</u>	<u>Quotation</u>
Poulin Property Maintenance LLC, Boscawen, NH	\$40,465.00
Todd Randlett Trucking, LLC, Holderness, NH	\$53,166.00
DBM Construction, Tilton, NH	\$106,615.00
Kristos & Sons Property Services, Gilmanton, NH	\$133,980.00
All Green Thumbs, Laconia, NH	No response
All Trades Landscaping, LLC, Gilmanton, NH	No response
Belknap Landscape, LLC, Gilford, NH	No response
TurfPro-Landscape Maintenance, Belmont, NH	No response

The scope of services at each WRBP location is described in detail in Exhibit B. The contract price in Exhibit C is based on the unit cost for each mowing event with a maximum of fifteen events per calendar year. Additionally, one fall cleanup per year will be performed at the Franklin WWTF. The contractor will only be paid for the actual number of mowing/cleanup events at the cost of each event.

As a result of the quotes and subsequent due diligence, we wish to award the contract to Poulin Property Maintenance LLC.

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 operation.

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

We respectfully request your approval of this item.


Robert R. Scott, Commissioner

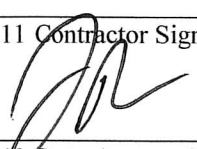
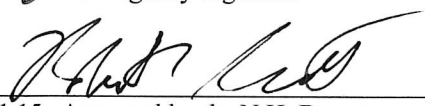
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

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 03301	
1.3 Contractor Name Poulin Property Maintenance LLC		1.4 Contractor Address 76 North Water Street, Boscawen, NH 03303	
1.5 Contractor Phone Number (603) 454-5218	1.6 Account Unit and Class 03-44-44-442010-1300-048-500226	1.7 Completion Date 6/30/2029	1.8 Price Limitation \$40,465.00
1.9 Contracting Officer for State Agency Sharon McMillin		1.10 State Agency Telephone Number (603) 934-9930	
1.11 Contractor Signature  Date: 5/14/26		1.12 Name and Title of Contractor Signatory JOSEPH D. POULIN, OWNER	
1.13 State Agency Signature  Date: 6/26/26		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:  Melissa Fyles On: 7/1/26			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

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, 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.

3.3 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. 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 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, 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 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. 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.

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 The State's liability under this Agreement shall be limited to monetary damages not to exceed the total fees paid. The Contractor agrees that it has an adequate remedy at law for any breach of this Agreement by the State and hereby waives any right to specific performance or other equitable remedies against the State.

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 and the Governor's order on Respect and Civility in the Workplace, Executive order 2020-01. 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 age, sex, sexual orientation, race, color, marital status, physical or mental disability, religious creed, national origin, gender identity, or gender expression, and will take affirmative action to prevent such discrimination, unless exempt by state or federal law. The Contractor shall ensure any subcontractors comply with these nondiscrimination requirements.

6.3 No payments or transfers of value by Contractor or its representatives in connection with this Agreement have or shall be made which have the purpose or effect of public or commercial bribery, or acceptance of or acquiescence in extortion, kickbacks, or other unlawful or improper means of obtaining business.

6.4. 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 this Agreement and all rules, regulations and orders pertaining to 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 The Contracting Officer specified in block 1.9, or any successor, shall be the State's point of contact pertaining to this 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) calendar days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) calendar 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.

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) calendar 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) calendar 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. In addition, at the State's discretion, the Contractor shall, within fifteen (15) calendar days of notice of early termination, develop and submit to the State a transition plan for Services under the Agreement.

10. PROPERTY OWNERSHIP/DISCLOSURE.

10.1 As used in this Agreement, the word "Property" shall mean all data, 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 Disclosure of data, information and other records shall be governed by N.H. RSA chapter 91-A and/or other applicable law. Disclosure 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 Contractor shall provide the State written notice at least fifteen (15) calendar days before any proposed assignment, delegation, or other transfer of any interest in this Agreement. No such assignment, delegation, or other transfer shall be effective without the written consent of the State.

12.2 For purposes of paragraph 12, 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.

12.3 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State.

12.4 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. The Contractor shall indemnify, defend, and hold harmless the State, its officers, and employees from and against all actions, claims, damages, demands, judgments, fines, liabilities, losses, and other expenses, including, without limitation, reasonable attorneys' fees, arising out of or relating to this Agreement directly or indirectly arising from death, personal injury, property damage, intellectual property infringement, or other claims asserted against the State, its officers, or employees caused by the acts or omissions of negligence, reckless or willful misconduct, or fraud by the Contractor, its employees, agents, or subcontractors. 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 State's sovereign immunity, 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 any successor, a certificate(s) of insurance for all insurance required under this Agreement. At the request of the Contracting Officer, or any successor, the Contractor shall provide certificate(s) of insurance for all renewal(s) of insurance required under this Agreement. 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 any 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.** A State's failure to enforce its rights with respect to any single or continuing breach of this Agreement shall not act as a waiver of the right of the State to later enforce any such rights or to enforce any other or any subsequent breach.

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

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

19. CHOICE OF LAW AND FORUM.

19.1 This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire except where the Federal supremacy clause requires otherwise. 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.

19.2 Any actions arising out of this Agreement, including the breach or alleged breach thereof, may not be submitted to binding arbitration, but must, instead, be brought and maintained in the Merrimack County Superior Court of New Hampshire which shall have exclusive jurisdiction thereof.

20. **CONFLICTING TERMS.** In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and any other portion of this Agreement including any attachments thereto, the terms of the P-37 (as modified in EXHIBIT A) shall control.

21. **THIRD PARTIES.** This Agreement is being entered into for the sole benefit of the parties hereto, and nothing herein, express or implied, is intended to or will confer any legal or equitable right, benefit, or remedy of any nature upon any other person.

22. **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.

23. **SPECIAL PROVISIONS.** Additional or modifying provisions set forth in the attached EXHIBIT A are incorporated herein by reference.

24. **FURTHER ASSURANCES.** The Contractor, along with its agents and affiliates, shall, at its own cost and expense, execute any additional documents and take such further actions as may be reasonably required to carry out the provisions of this Agreement and give effect to the transactions contemplated hereby.

25. **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.

26. **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**

None.

Contractor Initials JP
Date 5/14/26

EXHIBIT B THE SERVICES

Lawn Maintenance - Grass Mowing, Trimming, and Fall Clean-up (Debris/Leaf Removal) at the following WRBP Facilities:

Maintenance Shop/Winnisquam Pump Station Compound: 202 Water Street, Laconia: mowing inside the fenced area and outside the fence to Water Street. Grass shall be trimmed along the perimeter of all structures including buildings, tanks, concrete pads, trees, and shrubs. Additional trimming three (3) feet wide is required inside and outside the fence/property line along the north, south, east and west sides of the compound. Mowing and string trimming to the West fence is to be done from the end of the ditch in a southerly direction (in the direction of the river) to the property line.

Wastewater Treatment Plant: 528 River Street, Franklin: Debris cleanup shall be completed in the fall; inside the fence line and along the exterior fence line immediately outside the entrance during each year of the contract. This includes cleanup of leaves, sticks, and natural debris.

Ellacoya Pump Station: Ellacoya State Park, 280 Scenic Drive, Gilford: mowing inside the fenced area and the lawn between the fence and the gravel road. Trimming is required around the perimeter of the building and along the inside perimeter of the fence, concrete pad, and the wooden fence in front of the station. An area three (3) foot wide along the outside perimeter of the fence shall be maintained where possible.

Gilford Pump Station: 74 Weirs Road, Gilford: mowing between the row of trees on the east side of the station to the trees and the embankment on the west side of the building and from the tree line behind the station to Lake Shore Road. Trimming is required around concrete pads, wellheads, trees, and shrubs and a three (3) foot wide area west of the tree line on the west side of the building.

Pendleton Beach Pump Station: 67 Pendleton Beach Road, Laconia: limits of mowing are defined as extending to the woods surrounding the pump station. Trimming is required around the building, concrete pads, well head and trees.

Maiden Lady Cove Pump Station: 763 Scenic Drive, Laconia: limits of mowing are defined by a gravel driveway on the North Side of the station, the trees surrounding the station and Scenic Drive. Trimming is required around the building, concrete pads, valve heads and trees.

North Main Pump Station: 1539 Old North Main Street, Laconia: requires mowing inside the fenced area and a three (3) foot wide area along three (3) sides of the outside perimeter of the fence. Mowing and trimming both sides of the access road to the ditch line is required. Trimming is required around the building, concrete pads and inside perimeter of the fence. Outside of the fence on the South side of the station is not to be mowed or trimmed.

State School Pump Station: Ahern Park at 43 Great Bay Lane, Laconia: mowing inside the fenced area and a three (3) foot wide area along the outside perimeter of the fence. Trimming is required around the building, concrete pad, and fence perimeter.

Jewett Brook Pump Station: 73 Strafford Street, Laconia: mowing of the lawn area defined as extending to Bisson Avenue, the Winnepesaukee River, Strafford Street and fifteen (15) feet north of the building. Trimming is required around the building, concrete pad, fence posts, and trees.

Paugus Pump Station: 29 Paugus Park Road, Laconia: mowing inside the fence and outside the fence on the east to the railroad tracks. The station is situated in a poorly drained area and, as a result, mowing will require

lightweight mowers or string trimmers. Trimming is required around the building, concrete pads, fencing, and trees. An area three (3) foot wide along the outside perimeter of the fence shall be maintained where possible.

Belmont Pump Station: 74 South Road, Belmont: mowing inside of the fence. Trimming an area three (3) foot wide area around the outside of the fence inside the pasture is required. Trimming is required around the building, concrete pads, inside the fence perimeter and between the fence and South Road.

River Street Pump Station: 101 River Street, Franklin: mowing inside the fence, a three (3) foot wide area outside of the fence along its perimeter and the area adjacent to the station between River Street and the paved driveway leading to the station's main gate. Additional mowing is required in the triangular area outside the fence formed by the south driveway, River Street, and the Winnepesaukee River. Mowing shall also be done on the south side of the station, behind the guardrail in the triangular area around the picnic table between the riverbank and the guardrail. Trimming is required along the perimeter of the building, around both sides of the guardrail on the south side, picnic table, perimeter fence and concrete pads.

The contractor shall maintain the lawns at all locations in a manner that does not bring negative attention to the site. It is understood that the mowing and trimming may not be necessary every week throughout the growing seasons but shall be performed at least every other week or more frequently as directed by WRBP staff. The contractor shall not allow the lawns to grow unduly long and give the appearance of being unkempt. **Lawns shall be kept free of sticks, leaves and other natural debris. The contractor shall properly dispose of all grass clippings, leaves and debris off site. Annual Fall Clean-up shall be performed at all 11 locations after the trees have lost their leaves, to be completed by November 7th.**

Mowing is not to start before May 1st and will end on or before November 30th for 30 weeks maximum each year. Grounds are to be mowed, trimmed, and kept free of natural debris as needed to maintain an acceptable appearance for a maximum of 15 events per fiscal year for all 11 locations (unless more frequent mowing's are prescribed).

It shall be the sole responsibility of the contractor to comply with all local, state, and federal rules and regulations in commission of the work requested by this specification.

All work shall be performed in a neat and workmanlike manner, in conformance with the best modern trade practices and by competent, experienced workers.

Information contained in the Request for Proposals dated April 3, 2026 and any addenda thereto, are incorporated herein by reference.

EXHIBIT C
COST PROPOSAL AND TERMS OF PAYMENT

<u>FISCAL YEAR (FY)</u>	<u>COST PER</u> <u>MOWING EVENT</u> (all 11 locations)	<u>EVENTS/FY</u>	<u>TOTAL COST</u> <u>PER FY</u> (Cost/Event x Events/FY)
FY2027	\$ <u>600.00</u>	X 15 =	\$ <u>9000.00</u>
FY2028	\$ <u>640.00</u>	X 15 =	\$ <u>9600.00</u>
FY2029	\$ <u>680.00</u>	X 15 =	\$ <u>10,200.00</u>

FALL CLEAN-UP (once per FY)

FY2027	\$ <u>3700.00</u>
FY2028	\$ <u>3885.00</u>
FY2029	\$ <u>4080.00</u>
Total Price Limitation: COSTS for 3 Fiscal Years	\$ <u>40,465.00</u>

Notes:

1. The state fiscal year runs from July 1st to June 30th of the following year. FY2027 runs from July 1, 2026 to June 30, 2027. FY2028 runs from July 1, 2027 to June 30, 2028. FY2029 runs from July 1, 2028 to June 30, 2029.
2. The WRBP shall not accept invoices more frequently than monthly. Each invoice **MUST** contain the dates each location was mowed/serviced. The contractor is to be paid within thirty (30) days of submission of invoice at satisfactory completion of work. Approval of this work does not authorize any expenditure over the price limitations.
3. Contract price limitation shall be based upon the lowest total cost for the three (3) fiscal years as depicted above based upon a maximum of 15 mowing events and one fall clean-up each fiscal year. Payment to the contractor will only be made for actual mowing/clean-up events that are completed to the satisfaction of the WRBP.
4. If any location is missed during a scheduled event, it shall be completed before the next scheduled event at no cost to the WRBP.

POULIN PROPERTY MAINTENANCE LLC

Company Name

Initials JP
Date 5/14/26

State of New Hampshire

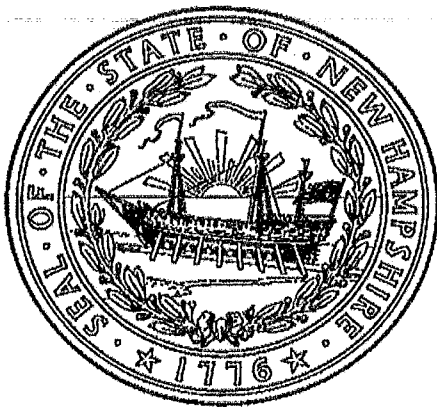
Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that POULIN PROPERTY MAINTENANCE LLC is a New Hampshire Limited Liability Company registered to transact business in New Hampshire on October 24, 2022. 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: 914539

Certificate Number: 0007892231



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 1st day of April A.D. 2026.

A handwritten signature in black ink, appearing to read "David M. Scanlan".

David M. Scanlan
Secretary of State

**Poulin Property Maintenance LLC
76 North Water Street
Boscawen, New Hampshire 03303**

Date: May 14, 2026

CERTIFICATE OF AUTHORITY

I, the undersigned, hereby certify that I am the duly authorized **Operations Administrator** of Poulin Property Maintenance LLC, a New Hampshire Limited Liability Company.

I further certify that the following resolution was adopted and remains in full force and effect:

RESOLVED: That Joseph D. Poulin, Owner of Poulin Property Maintenance LLC, is authorized to execute contracts, agreements, bids, and related documents on behalf of the company, including the agreement with the New Hampshire Department of Environmental Services (NHDES WRBP).

I further certify that this authorization has not been modified, rescinded, or revoked and remains in effect as of the date below.

Signed this 14th day of May, 2026.

Poulin Property Maintenance LLC

By: Samantha Poulin

Samantha Poulin, Operations Administrator

Date: 5/14/26.



JOSEPOU-01

MANAYA1

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
5/27/2026

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

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

PRODUCER Davis & Towle Morrill & Everett, Inc. 115 Airport Road Concord, NH 03301	CONTACT NAME: Michael Anaya		
	PHONE (A/C, No, Ext):	FAX (A/C, No):	
	E-MAIL ADDRESS: michael.anaya@davistowle.com		
INSURED Poulin Property Maintenance, LLC 76 N. Water Street Boscawen, NH 03303	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Concord General Mutual		20672
	INSURER B : Eastern Alliance Insurance Group		
	INSURER C :		
	INSURER D :		
	INSURER E :		
	INSURER F :		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER:	X		20043381	8/13/2025	8/13/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 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
A	☒ AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY ☒ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY	X		20057215	4/1/2026	4/1/2027	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☒ Y/N ☒ Y If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		003-0000609125-2026A	4/1/2026	4/1/2027	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

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

*** Workers Compensation ***

3A State(s): NH

Excluded Member(s): Joseph Poulin

State of NH Department of Environmental Services is additionally insured under the General Liability, Automobile Liability and Umbrella Liability with respect to the insured's ongoing operations when required by written contract.

CERTIFICATE HOLDER

CANCELLATION

State of NH Department of Environmental Services
528 River St
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