The State of New Hampshire
DEPARTMENT OF ENVIRONMENTAL SERVICES

Robert R. Scott, Commissioner

September 23, 2026

Her Excellency, Governor Kelly A. Ayotte
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the New Hampshire Department of Environmental Services (NHDES) to enter into an agreement with Pinnacle Rock Mechanical Services LLC Peterborough, NH (VC #270211-B001) in the amount of $79,554 for maintenance and repair of dual-fuel boilers and hot air furnaces at the Winnipesaukee River Basin Program (WRBP) wastewater treatment facility, effective upon Governor and Council approval through June 30, 2029. 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, and funding for FY28 and FY29 is contingent upon the availability and continued appropriation of funds.

	FY27	FY28	FY29
03-44-44-442010-1300-024-500225	$25,472	$26,520	$27,562

Dept. Environmental Services, Winnipesaukee River Basin, Contractual Repairs –Machine -Equipment

EXPLANATION

The contract involves maintenance and repair services for two (2) dual-fuel boiler systems, one (1) #2 fuel only unit, and two (2) hot air fuel oil furnaces at the Franklin Wastewater Treatment Facility. The burners on the dual-fuel systems operate on the low-quality methane gas mixture produced in the sludge digesters as well as on #2 fuel oil (used as backup only). Because the methane gas produced at the treatment plant by the decomposition of sewage contains water vapor, hydrogen sulfide, and other by-products, the boiler systems require more diligent servicing than systems operated using only cleaner fuels such as propane, natural gas, fuel oil, or kerosene. The hot air furnaces only use #2 fuel oil but, due to their age, size and complexity, also require routine service as well as any necessary repairs to be performed by qualified industrial heating technicians. These boilers and furnaces are required to heat the digesters year-round for continued complaint operations and to heat facility buildings. The preventative maintenance services involved in this three-year contract are more fully described in Exhibit B and include annual servicing and as-needed repair of the five systems.

A Request for Proposal (RFP) was prepared and sent to four (4) firms known to provide this type of service. The RFP was also advertised in the statewide newspaper, The Union Leader, and posted on the Department of Administrative Services Purchase and Property website.

Responses to the RFP are as follows:

Vendor	Proposals
Pinnacle Rock Mechanical Services, Peterborough, NH	$79,554.00
G&O Heating & Air Conditioning, Hooksett, NH	No response
Eckhardt & Johnson, Inc., Manchester, NH	No response
Northern Peabody LLC, Manchester, NH	No response

As a result of the bids and subsequent due diligence, we wish to award the contract to Pinnacle Rock Mechanical Services LLC. Each of the non-responsive firms was contacted as part of the due diligence and each indicated that they were unable to perform the scope of work due to prior commitments or current lack of qualified staff for maintaining the specific units. Both current state contractors were also contacted, and they also declined the work for similar reasons.

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 Pinnacle Rock Mechanical Services LLC		1.4 Contractor Address 187 Union Street, Peterborough, NH 03458	
1.5 Contractor Phone Number (603) 614-5050	1.6 Account Unit and Class 03-44-44-442010-1300-024-500225	1.7 Completion Date 6/30/2029	1.8 Price Limitation $79,554.00
1.9 Contracting Officer for State Agency Sharon McMillin		1.10 State Agency Telephone Number (603) 934-9930	
1.11 Contractor Signature Eugene J Hennessy Date: 5-13-26		1.12 Name and Title of Contractor Signatory Eugene J Hennessy Manager	
1.13 State Agency Signature Date: 10/1/26		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: Keely Lovato-Latham Keely Lovato-Latham, AAG		On: 10/6/2026	
1.17 Approval by the Governor and Executive Council *(if applicable)* G&C Item number:		G&C Meeting Date:	

Contractor Initials EJH
Date 5-13-26

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.

Contractor Initials EJH
Date 5-13-26

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.

Contractor Initials EJH
Date 5-13-26

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.

Contractor Initials EJH
Date 5-13-26

EXHIBIT A
SPECIAL CONDITIONS

Item 1 – Confined Space

CONFINED SPACE CERTIFICATION

I, Eugene Hennessy of
(Name)

Pinnacle Rock Mechanical Services LLC
(Company Name)

hereby certify that the confined space policy of

Pinnacle Rock Mechanical Services LLC
(Company Name)

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

Pinnacle Rock Mechanical Services LLC
(Company Name)

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

Initials EJH
Date 5-13-26

EXHIBIT B
SCOPE OF SERVICES

The scope of work includes annual scheduled servicing on two Digester boilers, one Operations Building (OB) boiler and two Primary and Secondary Tunnel forced hot air furnaces at the Winnipesaukee River basin Program (WRBP) Franklin wastewater treatment facility (WWTF). The dual-fuel service is similar to the service that would be performed on any fuel-burning boiler system/hot air furnace. This work encompasses a total of Five (5) units: two (2) Methane/#2 oil fired Maxon EB-5 burners on the Digester boilers, one (1) #2 oil fired burner on the OB boiler, and two (2) #2 oil fired only burners on the forced hot air Primary and Secondary Tunnel heating units.

Please Note: Due to their size, the two (2) #2 oil-fired forced hot air furnaces require service by a Commercial/industrial heating technician. They are to be serviced one (1) time per year in the spring as they are operated in the summer months. The two (2) dual-fuel digester boilers and the #2 oil fired OB boiler are to be serviced annually in the fall of each service year.

- Notice must be given a minimum of two (2) days before scheduled service is to be done. Cleaning and service must be done in two (2) consecutive days on the Digester boilers. Cleaning and service of the tunnel furnaces needs to be done within a week of each other. Contact **both** Mark Corliss at 603-934-9926 and Joe Irving at 603-527-9535 with notice.
- Because of the configuration and weight of the Maxon burners, a WRBP mechanic will be available to assist, if needed, with the service of the Digester boilers. This assistance will consist of helping disassemble, remove and then replace the burner units when the cleaning has been completed.
- At a minimum, boiler service shall consist of the following: Open the boilers, brush them out, reseal and close them up. Disassemble the burners, clean, reassemble, and start them up. Test the system for efficiency and provide this information in a written report to the maintenance supervisor following each visit. Based upon this efficiency information, the State may authorize additional work to be performed at the additional, contingent costs specified in Exhibit C.
- At a minimum, furnace service shall consist of the following: Open and clean furnace firebox, nozzles, electrode, or replace nozzles and electrodes, as deemed necessary should be included in the service cost. Check and change filters and belts. Grease bearings in blowers. Start and operate, verify efficiency. Provide this information in a written report to the maintenance supervisor following each visit.
- Any broken or defective parts will be replaced after authorization by the WRBP under the additional, contingent cost provisions specified in Exhibit C.
- Repairs resulting from unscheduled service calls will be paid under the terms outlined in Exhibit C of this Agreement.
- Response time requirements: It should be noted that when called for an emergency response, unless otherwise stated and approved, the service personnel shall be on sight in **no more than (6) hours from time of call.** It is the option of the WRBP to make arrangements that would allow for a mutually agreed time beyond the (6) hour requirement; if the situation allows.

The two dual-fueled systems located at the Franklin WWTF's Digester Area are:

Digester Heater #1
Model PFT Digester boiler and heat exchanger size 756R, manufactured by Envirex, Inc., 1901 South Prairie Avenue, P.O. Box 1067, Waukesha, Wisconsin 53186
Burner: Maxon Methane/ #2 Oil, installed 3/05.

Initials: EJH
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EXHIBIT B
SCOPE OF SERVICES - Continued

Digester Heater #2
Model PFT Digester boiler and heat exchanger size 756R, manufactured by Envirex, Inc., 1901 South Prairie Avenue, P.O. Box 1067, Waukesha, Wisconsin 53186
Burner: Maxon Methane/ #2 Oil, installed 3/05.

The #2 oil fired boiler system located in the Franklin WWTF's Operations Building (OB) is:

Boiler: Well McLain No. 88
Burner: Carlin Model #801CRD, Serial no. C02223257

Primary Tunnel #2 Oil fired Furnace, located in the Franklin WWTF's Primary station is:

Furnace: Model P-914931 Serial 77-1F-4960-1738
Burner: model ABC 95-A
BTU input 625.000
BTU output 500.000

Secondary Tunnel #2 Oil fired Furnace, located in the Franklin WWTF's Secondary station is:

Furnace: Model 1-HiLo-20058 Serial 77IF494-Fo1739
Burner: Model ABC 96A-1
BTU input 1.562.500
BTU output 1.250.000

Over the course of the contract term, any of these five units may be replaced by similarly fueled system(s) or by propane fired units. The WRBP shall notify the contractor of any such change and negotiate updated service costs as their discretion. It is expected that the contractor will perform annual inspections/service or repairs under this contract, at the discretion and direction of the WRBP, on any new units after their warranty period expires.

Information contained in the State's Request for Proposals dated April 10, 2026, and any addenda thereto, are hereby included in Exhibit B by reference.

Initials: EJH
Date: 5-13-26

EXHIBIT C
COST PROPOSAL AND TERMS OF PAYMENT

A. Scheduled Services:	FY27	FY28	FY29
Annual Scheduled Servicing (1X/FY) - Fall **2 Digester boilers &** **1 Operations Building (OB) boiler** (3) Units, all serviced on a single service call over no more than three (3) consecutive days. (Quote includes all travel and labor costs for the annual service.)	$12,000	$12,500	$13,000
Annual Scheduled Servicing (1X/FY) - Spring **2 Primary & Secondary Tunnel hot air furnaces** (2) Units, all serviced on a single service call over no more than three (3) consecutive days. (Quote includes all travel and labor costs for the annual service.)	$7,000	$7,500	$8,000
Total Scheduled Servicing Cost/Fiscal Year	$19,000	$20,000	$21,000

B. Unscheduled Services:	FY27	FY28	FY29
Unscheduled Service Boilers			
Regular Hourly Rate (Includes travel time)	$175	$180	$185
Overtime Hourly Rate (Includes travel time)	$262	$270	$277
Lump Sum Mileage Charge, if applicable (roundtrip to Franklin)	$125	$125	$125
Unscheduled Service Furnaces			
Regular Hourly Rate (Includes travel time)	$175	$180	$185
Overtime Hourly Rate (Includes travel time)	$262	$270	$277
Lump Sum Mileage Charge, if applicable (roundtrip to Franklin)	$125	$125	$125
(Specify minimum number of hours or minimum service charge, if applicable)	$2 hr	$2 hr	$2 hr
Parts and Supplies for repairs	15 (%) percent mark-up over contractor's costs		
Total Unscheduled Servicing Cost/FY (See Note 1)	$2972	$3020	$3062

Initials: EJH
Date: 5-13-26

EXHIBIT C
COST PROPOSAL AND TERMS OF PAYMENT - CONTINUED

C. Contingency (See Note 1)	FY27	FY28	FY29
Greater of $3,500 or 10% of price per year	$3500	$3500	$3500
Total Cost per FY (A + B + C above)	$25,472	$26,520	$27,562
Contract Price Limitation (FY26 + FY28 + FY29)	$79,554		

Ability to respond on site to an emergency call within 6 hours (enter yes if confirming) yes

Notes:

1. The total price limitation is based on a menu of services consisting of:
   (a) the sum of the costs for the annual scheduled servicing of the five units;
   (b) the sum of anticipated as-needed services per FY at the rates quoted on Exhibit C as follows:
   - one unscheduled service call per FY for one boiler and one furnace involving one person and three hours of time at overtime rates (or minimum hours or service charge, as applicable);
   - mileage charges, if any;
   - total parts and supplies of $1,000 at the contractor's quoted markup; and

   (c) an additional $3,500 or 10% of scheduled plus unscheduled services (whichever is greater) per FY as a contingency for unforeseen costs or serving of alternative units. Contingency funds may only be used upon prior authorization by the WRBP.
2. Contingency funds may only be used upon prior authorization by the WRBP.
3. Contractor to be paid within thirty (30) days of submission of invoice at satisfactory completion of work. Approval of this contract does not authorize any expenditure over the price limitation.
4. FY27 is from July 1, 2026 to June 30, 2027. FY28 is from July 1, 2027 to June 30, 2028. FY29 is from July 1, 2028 to June 30, 2029.

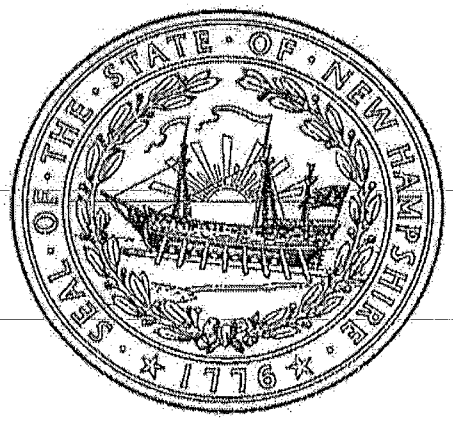
Initials: EJH
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State of New Hampshire
Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that PINNACLE ROCK MECHANICAL SERVICES LLC is a New Hampshire Limited Liability Company registered to transact business in New Hampshire on June 05, 2015. 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: **727276**
Certificate Number: **0007911741**



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 20th day of April A.D. 2026.

David M. Scanlan
Secretary of State

Certificate of Authority # 1 *(Corporation of LLC- Non-specific, open-ended)*

Corporate Resolution

I, Ryanne Hennessy (*Name*), **hereby certify** that I am duly elected Clerk/Secretary of Pinnacle Rock Mechanical Services LLC (*Name of Corporation or LLC*). I hereby certify the following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on May (*Month*) 13 (*Day*), 20 26 (*Year*) at which a quorum of the Directors/shareholders were present and voting.

VOTED: That Eugene Hennessy (*Name and Title*) (may list more than one person) is duly authorized to enter into contracts or agreements on behalf of Pinnacle Rock Mechanical Services LLC (*Name of Corporation or LLC*) with the State of New Hampshire and any of its agencies or departments and further is authorized to execute any documents which may in his/her judgment be desirable or necessary to effect the purpose of this vote.

I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of the date of the contract to which this certificate is attached. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person(s) listed above currently occupy the position(s) indicated and that they have full authority to bind the corporation. To the extent that there are any limits on the authority of any listed individual to bind the corporation in contracts with the State of New Hampshire, all such limitations are expressly stated herein.

DATED: 5-20-2026 **ATTEST:** Ryanne Hennessy - Secretary (*Name and Title*)

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 05/13/2026

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	**CONTACT NAME:** Jade Couture
Cross Insurance-Manchester 1100 Elm Street Manchester NH 03101	**PHONE (A/C, No, Ext):** (603) 669-3218 **FAX (A/C, No):** (603) 645-4331 **E-MAIL ADDRESS:** manch.certs@crossagency.com
INSURED Pinnacle Rock Mechanical Services, LLC 60 Sharon Road Peterborough NH 03458	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** INSURER A : Republic-Franklin Ins Co — 12475 INSURER B : Graphics Arts Mutual Ins — 25984 INSURER C : Ohio Security Ins Co — 24082 INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 26-27 All Lines **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	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [X] LOC [ ] OTHER:			CPP 5568248	03/31/2026	03/31/2027	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG [ ]	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
B	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY			5568247	03/31/2026	03/31/2027	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) [ ]	$ 1,000,000 $ $ $ $
B	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 10,000			CULP5569105	03/31/2026	03/31/2027	EACH OCCURRENCE AGGREGATE [ ]	$ 5,000,000 $ 5,000,000 $
C	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		XWS65715739	01/01/2026	01/01/2027	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
C	Rachel & Eugene Hennessey excluded from Workers Compensation coverage			(3a.)CT MA MD ME NH PA RI VT				

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

State of NH Department of Environmental Services are included as additional insured with respects to the general liability as required by executed written contract with the above named insured. Refer to attached policy forms.

CERTIFICATE HOLDER

NHDES-WRBP Franklin WWTP
528 River Street

Franklin NH 03235

CANCELLATION

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

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