

FINANCE COMMITTEE

NOVEMBER 16, 2016

7:00 PM

Aldermanic Chamber

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ROLL CALL

PUBLIC COMMENT

COMMUNICATIONS

From: Dan Kookan, Purchasing Manager  
Re: Purchase of One (1) 2017 Ford Transit Cargo Van and Upfit (Value: \$37,469)  
Department: 150 Police; Fund: CERF

From: Dan Kookan, Purchasing Manager  
Re: Purchase of Dispatch and Calltaker Consoles (Replacement Furniture (Value: \$89,491)  
Department: 150 Police; Fund: Citywide Communications Radio Communications Upgrade  
Capital Project

From: Dan Kookan, Purchasing Manager  
Re: Contract for Operation and Maintenance of Two Hydroelectric Facilities (Value \$398,200)  
Department: Department 170 Hydroelectric Operations; Fund: General

From: Dan Kookan, Purchasing Manager  
Re: Purchase of Digester Heat Exchanger (Value: \$37,600)  
Department: 169 Wastewater; Fund: Wastewater

UNFINISHED BUSINESS – None

NEW BUSINESS – None

DISCUSSION

RECORD OF EXPENDITURES

PUBLIC COMMENT

NON-PUBLIC SESSION

ADJOURNMENT



# THE CITY OF NASHUA

*Financial Services*

*Purchasing Department*

*"The Gate City"*

November 9, 2016

Memo #17-077

TO: MAYOR DONCHESS  
FINANCE COMMITTEE

SUBJECT: PURCHASE OF ONE (1) 2017 FORD TRANSIT CARGO VAN AND UPFIT (VALUE:  
\$37,469)  
DEPARTMENT: 150 POLICE; FUND: CERF

Please see the attached communication from Karen A. Smith, Business Manager dated November 4, 2016 for the information related to this purchase.

Pursuant to **§ 5-84 Special purchase procedures A. (3)** Purchases which can be procured through cooperative intergovernmental purchase agreements with other governmental jurisdictions.

The Nashua Police Department, the Fleet Supervisor and the Purchasing Department recommend the purchase of this vehicle in the amount of **\$34,019** from **MHQ Inc of Marlborough, MA** and the equipment upfit in the amount of **\$3,450** from **Northeast Kustom Kreations of Manchester, NH** for a total of **\$37,469**.

Respectfully,

*Dan Kooker*  
Purchasing Manager

Cc: K Smith A Lavoie

NASHUA POLICE  
DEPARTMENT

Date: 4 November 2016



## Intradepartmental Communication

To: Dan Kookan, Purchasing Manger

From: Karen A. Smith, Business Manager

The Nashua Police Department is requesting to replace one cargo van with the 2017 Ford Transit Cargo Van T350, single wheel, high roof, 148" extended wheel base for the Special Reaction Team. The vehicle will replace the following vehicle which is on the FY2017 CERF replacement schedule.

YEAR	UNIT#	PLATE #	MAKE/MODEL	VIN#	MILEAGE AS OF 10-19-16
1993	33	MP64633	Chevrolet Step Van	2GCHG31J9P4124983	30,014

Pursuant to NRO 5-84 (A) (3), the replacement vehicle will be purchased through the State of Massachusetts Greater Boston Police Council Vehicle Procurement Contract #GBPC2016 price has been extended through 9/30/2017.

A quote from MHQ is attached for your review showcasing the features and options of the new vehicle and the associated costs and trade-in allowance.

In addition, a quote was received in the amount of \$3,450 for required detail modifications to the vehicle from Northeast Kustom Kreations for the installations of flip seats and overhead grab bars in the 2017 Ford transit van.

The Nashua Police Department and Fleet Supervisor recommend the purchase in the amount of \$34,018.60 from M-H-Q, Inc. **Municipal Vehicles, Marlborough, MA** and the detail work in the amount of \$3,450 from **Northeast Kustom Kreations, Manchester, NH**.

Sincerely,

A handwritten signature in black ink, appearing to read "Karen A. Smith".

Karen A. Smith  
Business Manager

cc: David Fredette  
Derek Danielson



# QUOTE

## CUSTOMER

Contact Name: Brian Sokja  
 Company/Dept: NASHUA POLICE DEPARTMENT  
 Street Address: 0 Panther Dr  
 City, State, Zip: Nashua, NH 03062  
 Phone: (603) 594-3500  
TRANSIT

Date: 10/5/2016  
 Valid for: 9/30/2017  
 Customer #: 12753  
 Contract: GBPC  
 Sales Rep: K.Wright

Please find below a budget quote for a 2017 Ford Transit per the Greater Boston Police Council Contract RFP # GBPC 2016 - Law Enforcement Equipment Ford

CONTRACT LINE REFERENCE	LINE DESCRIPTION	UNIT PRICE	QTY.	EXTENDED PRICE
W3U	2017 FORD TRANSIT CARGO VAN T350 SINGLE REAR WHEEL- UPGRADE HIGH ROOF, EXTENDED 148", DUAL SLIDER, REAR VIEW CAMERA	\$31,185.00	1	\$ 31,185.00
64H	16" Steel Wheels w/Full Silver Hubcap	\$33.95	1	\$ 33.95
17D	Fixed rear-door glass with fixed driver and passenger-side door glass	\$368.60	1	\$ 361.00
21M	Charcoal Cloth, 2-way manual (fore/aft/recline) driver and front passenger, armrest, airbags, and driver-side manual lumbar	\$58.20	1	\$ 58.20
53B	Heavy-Duty Trailer Tow Package	\$470.45	1	\$ 470.45
542	Heated Power Mirrors w/Turn Signals & Short-Arm	\$150.35	1	\$ 150.35
43R	Reverse Sensing System	\$286.15	1	\$ 286.15
68H	Running Boards-Sliding side door models only	\$155.20	1	\$ 155.20
57G	Driver Controlled Front & Rear A/C	\$834.20	1	\$ 834.20
67C	User Defined Upfitter Switches (4)	\$82.45	1	\$ 82.45
87E	Auxiliary Fuse Panel -- Use with 67C	Included	1	\$ -
86F	(2) Additional keys/fobs (Power)	\$72.75	1	\$ 72.75
63E	Heavy Duty Alternator (included w/dual battery)	\$286.15	1	\$ 286.15
92E	Privacy Glass (includes rear window defogger)	\$533.50	1	\$ 533.50
96D	Load Area Protection - EL-LWB	\$509.25	1	\$ 509.25
Trade In	1993 Chevrolet Van- Diesel	-\$1,000.00	1	\$ (1,000.00)
				\$ -
				TAX:
				<b>TOTAL: \$ 34,018.60</b>

### TERMS AND CONDITIONS

\*This quote is valid until 9/30/2017. Any purchase orders or approved quotes received outside of this quote period may be subject to price adjustments by up to 5%. By signing this quote, the customer is agreeing to pay, in full, for all items listed above. Any requests for changes, modifications, replacements, removals or additional items may be subject to additional fees and/or adjusted delivery dates.

M.G.L. c 30B applies to the procurement of all commodities quoted. Greater Boston Police Council contract items have been collectively purchased pursuant to M.G.L. c 30B sec. 1c and M.G.L. c.7 sec. 22B. The governmental body is responsible to determine the applicability of M.G.L. c 30B to off contract items, including, but not limited to off contract items that have already been properly procured under M.G.L. c 30B, sec. 1c and M.G.L. c. 7 sec.

Contract items, including but not limited to all contract items that have already been properly procured under M.G.L. c. 30B sec. 1c and M.G.L. c. 7 sec. 22A (purchases from a vendor on a contract with the Commonwealth), other contracts procured under M.G.L. c. 30B sec 1c and M.G.L. c.7 sec. 22B, or any M.G.L. c. 30B contract between the vendor and the jurisdiction. All off contract items must be procured under M.G.L. c. 30B.

The terms and conditions stated herein and the provisions of any agreement between MHQ and Buyer, if applicable, shall constitute the complete and only terms and conditions applicable to any and all purchases by Buyer from MHQ. Any additional and/or different terms and/or conditions printed anywhere including on, or with, Buyer's order shall be inapplicable in regard to any purchase by Buyer from MHQ.

**ORDER ACKNOWLEDGEMENT**

By signing this document you are agreeing to the above terms and conditions of this order from MHQ, Inc.

x

\_\_\_\_\_  
PRINT NAME

x

\_\_\_\_\_  
TITLE

x

\_\_\_\_\_  
SIGNATURE

Quote provided by Kris Wright, Account Manager at MHQ  
(603) 325-0995 • [kwright@mhq.com](mailto:kwright@mhq.com)

## STATE BID TABULATION

One (1) - 2017 Ford Transit Cargo Van T350, Single Rear Wheel, High Roof, 148" Extended Wheel Base

### Rear Benches and Overhead Railings

VENDOR	VEHICLE	TRADE-IN	TOTAL
M-H-Q Municipal Vehicles	\$35,018.60	\$1,000.00	\$34,018.60
VENDOR	BENCHES/HAND RAILINGS/INSTALL		TOTAL
Northeast Kustom Kreations	\$3,450.00		\$3,450.00
	<b>TOTAL</b>		<b>\$37,468.60</b>



2015-2016 BUDGET AND FINANCIAL REPORT

Contract #1  
5/2/2016 and  
7/16/2016

CONTRACT FOR PROFESSIONAL SERVICES  
BY AND BETWEEN  
METROPOLITAN AREA PLANNING COUNCIL  
AND  
MHQ, INC.

Time Amendment #1  
September 2016

The attached contract for Professional Services By and Between Metropolitan Area Planning Council and MHQ, Inc., dated October 5, 2015, is hereby amended to:

- 1. Extend the time period for completion of all work related to the original contract, GBPC 2015 Vehicles for Current Model Year Ford Vehicles, to September 30, 2017 per Part III of the attached RFP.

Signatures

IN WITNESS WHEREOF:

[Signature]  
METROPOLITAN AREA PLANNING COUNCIL

Marc D. Draisen  
Printed Name

Executive Director  
Title

9/19/16  
Date

[Signature]  
MHQ, Inc.

John Welch  
Printed Name

Vice President of Business Development  
Title

9/29/16  
Date



SMART GROWTH AND REGIONAL COLLABORATION



**CONTRACT FOR GOODS AND SERVICES**

**BY AND BETWEEN**

**METROPOLITAN AREA PLANNING COUNCIL**

**AND**

**MHQ, Inc.**

This AGREEMENT, dated Oct 5, 2015, is made and entered into by and between the Metropolitan Area Planning Council ("MAPC"), a public body politic and corporate, established by Chapter 40B, Sections 24 through 29 of the Massachusetts General Laws, with its principal office at 60 Temple Place, Boston, Massachusetts 02111, acting as the collective purchasing agent for the Greater Boston Police Council, Inc. ("GBPC") and its Members ("Buyers") pursuant to Chapter 7, Section 22B of the Massachusetts General Laws and without liability to MAPC, and MHQ, Inc. ("Vendor"), with its principal office at 401 Elm Street, Marlborough, MA 01752.

Witnesseth that the parties AGREE as follows:

**Article I**

**General Description of the Work**

1. Pursuant to the Terms and Conditions of this AGREEMENT, including any Additional and Special Terms and Conditions listed in Exhibit C, the Request for Proposals ("RFP") - RFP No. GBPC 2015 Vehicles attached in Exhibit B; and the Vendor's Price Proposal and Technical Proposal attached in Exhibit E, MAPC hereby engages the Vendor to provide the following goods and/or services to the Buyers: Ford Vehicles.

**Article II**

**Services of the Vendor**

2. The Vendor will provide the goods and/or services as described in the RFP cited in Article 1 (above).
3. The Vendor shall report, and be responsible, to MAPC or its designee as set forth on Exhibit A.
4. There shall be no amendment to this AGREEMENT without the written approval of MAPC. MAPC shall be under no obligation to pay for any goods provided or services performed by the Vendor.

5. The Vendor represents and warrants to MAPC as follows:

- i. That it and all its personnel (whether employees, agents or independent Vendors) are qualified and duly licensed as required by law and/or local municipal code to provide services and/or goods required by this AGREEMENT.
- ii. That it further agrees to perform services, including manufacturing, in a professional manner adhering to a reasonable standard of care and in accordance with all applicable State or Federal laws, rules and regulations.
- iii. That it will obtain any and all permits, bonds, insurances and other items required for the proper and legal performance of the work.
- iv. That it is not a party to any AGREEMENT, contract or understanding, which would in any way restrict or prohibit it from undertaking or performing its obligations hereunder in accordance with the terms and conditions of this AGREEMENT.

Article III

Performance of the Vendor

6. In the performance of service under this AGREEMENT, the Vendor acts at all times as an independent contractor. There is no relationship of employment or agency between MAPC, on the one hand, and the Vendor on the other, and neither party shall have nor exercise any control or direction over the method by which the other performs its work or functions aside from such control or directions as provided in this AGREEMENT which the parties view as consistent with their independent Vendor relationship.
7. The Vendor agrees to be responsible for and warrantee the work of its subcontractors listed in Exhibit D and to ensure their compliance with all legal, quality and performance requirements of the Request for Proposals ("RFP") - RFP No. attached in Exhibit B; and the Vendor's Price Proposal and Technical Proposal attached in Exhibit E. The Vendor may not use subcontractors not named in Exhibit D without the prior written consent of MAPC, which will not unreasonably be withheld.

Article IV

Time of Performance

8. Time shall be of the essence in relation to Vendor's performance under this AGREEMENT. Vendor shall complete performance as promised in its quote that accompanies the Buyer's purchase order or other document confirming its authorization to the Vendor to proceed. Reasonable extensions shall be granted by the Buyer at the written request of the Vendor, provided the Justifying circumstances are documented by and are beyond the reasonable control of Vendor and without fault of Vendor. In the event of such an extension, all other terms and conditions of this AGREEMENT, except the dates of commencement and completion of performance, shall remain in full force and effect between the parties unless modified in

writing.

9. In the absence of such an extension, liquidated damages shall be due the Buyer in the amount of 0.1% (one-tenth of one percent) of the face value of the Vendor's quoted or modified purchase price for each day performance exceeds the promised date(s). Such liquidated damages may be acknowledged in Vendor's final invoice or taken by Buyer as a deduction to such final invoice.
10. Any dispute in the amount of liquidated damages shall be submitted to arbitration by either Buyer or Vendor through the American Arbitration Association within 10 (ten) business days of written notice given by the party declaring impasse. Vendor and Buyer agree to fully comply with the arbitrator's decision within a reasonable time.

#### Article V

##### Revisions in the Work to Be Performed

11. If during the Vendor's Time of Performance, Buyer requires revisions or other changes to be made in the scope or character of the work to be performed, Buyer will promptly notify Vendor in writing. For any changes to the scope of work, Vendor shall provide Buyer with a written quote of change in price and/or change in time of performance and shall proceed with such changes only upon written consent of Buyer, which shall be construed as a modification to Buyer's original purchase order.
12. Buyer will neither unreasonably request revisions nor unreasonably withhold final acceptance of delivered products.

#### Article VI

##### Term of Agreement

13. The term of this AGREEMENT shall commence upon execution and will continue until September 30, 2016, or until otherwise terminated as provided by this AGREEMENT or the RFP.
14. MAPC reserves the right at its sole discretion to extend the contract for up to two (2) additional one-year terms ending September 30, 2017 and September 30, 2018 respectively.
15. In the event new contracts have not been procured and awarded before the end of a second contract extension, MAPC reserves the right at its sole discretion to extend the contract for an additional period of time until new contracts have been procured and awarded. However, in no instance shall any contract term, including extensions, exceed three (3) years in total.
16. The Vendor agrees to perform promptly upon execution of this AGREEMENT and will diligently

and faithfully perform in accordance with the provisions hereof.

**Article VII**

**Orders, Fees, Invoices, and Payments**

17. Orders, fees, invoices, and payment shall be processed and paid as specified in Section 10-Terms & Conditions of the RFP.

**Article VIII**

**Assignment**

18. Neither party shall assign, transfer or otherwise dispose of this AGREEMENT or any of its rights hereunder or otherwise delegate any of its duties hereunder without the prior written consent of the other party. Any such attempted assignment or other disposition without such consent shall be null and void and of no force and effect.

**Article IX**

**Indemnification**

19. The Vendor agrees to indemnify and save MAPC, GBPC, and the Buyers harmless from any and all manner of suits, claims, or demands arising out of any errors, omissions or negligence by the Vendor (including all its employees or agents) in performing under this AGREEMENT, or any breach of the terms of this AGREEMENT, which constitute an obligation of the Vendor. The Vendor shall reimburse MAPC, GBPC, and the Buyers for any and all costs, damages, and expenses including reasonable attorney's fees which MAPC, GBPC, and the Buyers pays, or becomes obligated to pay, by reason of such activities or breach. The provisions of this Section shall be in addition to and shall not be construed as a limitation on any other legal rights of MAPC, GBPC, and the Buyers expressed or not expressed in the RFP and with respect to this AGREEMENT.

**Article XI**

**Insurance**

20. Before performing under this AGREEMENT, the Vendor shall obtain, and shall maintain throughout the term of this AGREEMENT, insurance at limits specified in the RFP and provide written documentation of such in the form specified in the RFP.
21. The Vendor shall give MAPC 20 days (twenty) written notice and copies of documentation in the event of any change or cancellation of coverage.

**Article XII**

**Termination of Agreement**

22. Either MAPC or the Vendor may terminate this AGREEMENT for cause upon written notice given by the non-defaulting party. For the purposes of this provision, "cause" shall include the failure of a party to fulfill its material duties hereunder in a timely and satisfactory manner.
23. MAPC shall have the right to terminate this AGREEMENT for its convenience upon fourteen (14) calendar days of written notice.
24. Following termination of this AGREEMENT, the parties shall be relieved of all further obligations hereunder except that:
25. MAPC shall not be liable for payments for the services and/or expenses or lost profits of the Vendor in the event of termination.
26. The Vendor shall remain liable for any damages, expenses or liabilities arising under this AGREEMENT (including its indemnity obligations) with respect to work performed pursuant to the AGREEMENT.

**Article XIII**

**Entirety of Agreement**

27. This AGREEMENT, together with its Exhibits, the RFP referenced above and its Addenda, the required supplemental documents and any additional exhibits, constitute the entire AGREEMENT between MAPC and the Vendor with respect to the matters set forth therein and may not be changed (amended, modified or terms waived) except by a writing signed by both parties. Any notices required or allowed shall be sent by receipt-verified mail, email, fax or courier to the persons designated in Exhibit A.
28. The provisions of the RFP and the Vendor's Proposal are incorporated herein by reference. In the event of any conflict among the Contract Documents, the documents shall be construed according to the following priorities:

Highest Priority:	Amendments to Contract (if any)
Second Priority:	Contract
Third Priority:	Addenda to the RFP (if any)
Fourth Priority:	RFP
Fifth Priority:	Vendor's Proposal

**Article XIV**

**Severability**

29. In the event any provision of this AGREEMENT is found by a court of appropriate jurisdiction to be unlawful or invalid, the remainder of the AGREEMENT shall remain and continue in full force and effect.

**Article XV**

**Governing Law and Jurisdiction**

30. This AGREEMENT shall be governed by, construed and enforced in accordance with laws of the Commonwealth of Massachusetts. MAPC, Vendors, and Buyers agree to submit their respective jurisdiction and venue to the state and federal courts in the Commonwealth of Massachusetts to resolve any disputes or disagreements that may arise under any provision of this AGREEMENT.

**Article XVI**

**Notice**

31. Except as otherwise expressly provided in this AGREEMENT, any decision or action by MAPC relating to this AGREEMENT, its operation, or termination, shall be made only by MAPC or its designated representative identified in Exhibit A.

IN WITNESS WHEREOF, the parties have caused this AGREEMENT to be executed by their duly authorized officers on the date written below.

For MAPC by or on behalf of the Greater Boston Police Council and its Members:

x Jennifer R. Garcia  
Signature

10/5/15  
Date

Jennifer R. Garcia

Name

Acting Deputy Director and General Counsel

Title

For the VENDOR:

x Charles K. Zibakoff

10/7/2015

\* Signature

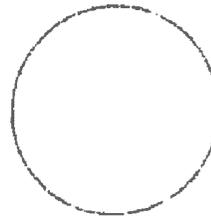
\* Date

CEO

\* Title

Charles K. Zibakoff

\* Name



\* Affix Corporate Seal

(or mark "n/s")

EXHIBIT A

Notice Addressees

For MAPC:

Marc Dralsen

Name

Executive Director

Title

MAPC

Organization

60 Temple Place

Street Address

Boston, MA 02111

City, State, ZIP

617.933.0700

Phone

617.482.7185

Fax

mdralson@mapc.org

email

For the VENDOR:

DAVID EYCLUSHYMER

\* Name

GENERAL MANAGER

\* Title

MHO, INC

Organization

401 GUN STREET

\* Street Address

MARLBOROUGH, MA. 01752

\* Street Address

508-573-2614

\* Phone

508-573-2714

\* Fax

DEYCLUSHYMER@MHO.COM

\* email

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**EXHIBIT B**

**Request for Proposal #**

**EXHIBIT C**

**Special Terms & Conditions**

- 1. Vendor attests to and warrants any and all representations made in Vendor's Complete Price and Complete Technical Proposals including, but not limited to, any and all representations and warranties made by it that exceed those of the manufacturers of products and assemblies used in its manufacture of subject apparatus and fitments.**
- 2. Vendor shall indemnify Buyer for any and all loss of value of manufacturers' warranties incurred prior to Vendor's complete performance with regard to each individual Buyer.**

**\* \* \* \* \***

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**EXHIBIT D**

**Subcontractors**

1. See Attached List

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**MHQ Sub-Contractors**

**The Harr-Motor Company d/b/a Harr Chrysler Jeep Dodge Ram  
100 Gold Star Boulevard  
Worcester, MA 01606  
508-595-3220**

**Wayside Ford, Inc.  
428 Maple Street  
Marlboro, MA 01752  
508-460-8400**

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**EXHIBIT E**

**Other Documents:**

1. Insurance Guarantee(s)\_\_(to be provided for Contract execution)

Client#: 36823 HARRM  
**ACORD. CERTIFICATE OF LIABILITY INSURANCE**

DATE EXPIRES/ISSUED  
 9/25/2015

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

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

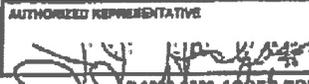
<b>PRODUCER</b> Herlihy Insurance Group Inc. 51 Pullman Street Worcester, MA 01606 508 756-5159	CONTACT NAME: Liz Saari PHONE: 508 756-5159 FAX: 508-751-9747 E-MAIL: certificates@herlihygroup.com PRODUCER CUSTOMER IS:
	INSURER A: Acadia 441229 INSURER B: Travelers 25674 INSURER C: Nautilus Insurance Company 17370 INSURER D: Gas Fire/Gotham Insurance Compan 25569 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.

FORM NO.	TYPE OF INSURANCE	POLICY NO.	POLICY PERIOD	POLICY EXPIRES	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO- PORT <input type="checkbox"/> LOC	CPA5211201	07/01/2015	07/01/2016	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$100,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$3,000,000 PRODUCTS - COMP/OP ADD \$2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	MGA5211922	07/01/2015	07/01/2016	COMBINED SINGLE LIMIT (Per occurrence) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per occurrence) \$ PROPERTY DAMAGE (Per occurrence) \$ \$ \$
B	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 10000	ZUP41M3512515NF	07/01/2015	07/01/2016	EACH OCCURRENCE \$25,000,000 AGGREGATE \$25,000,000 \$ \$
	WORKERS COMPENSATION AND EMPLOYERS LIABILITY ANY PROPRIETARY PART MEMBERS OUTSIDE OFFICE/WORKER EXCLUDED? <input type="checkbox"/> N/A (Mandatory in MA) If yes, describe under DESCRIPTION OF OPERATIONS below				INC STATU- TORY LIMITS <input type="checkbox"/> BOTH- PER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYER \$ E.L. DISEASE - POLICY LIMIT \$
C	Pollution Liabli	BINDER256766	07/01/2016	07/01/2016	1,000,000
D	Dealers Phys Dam	AU2015ADP00275	07/01/2015	07/01/2016	25,000,000

DESCRIPTION OF OPERATIONS / ISSUANCES / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
 Auto Only Limit: 1,000,000  
 \*\* Garage Liability \*\*  
 (See Attached Descriptions)

<b>CERTIFICATE HOLDER</b>  Metropolitan Area Planning Council 60 Temple Place, 8th Floor Boston, MA 02111	<b>CANCELLATION 30 Days for Non-Payment</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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## DESCRIPTIONS (Continued from Page 1)

Each Accident Other Than Auto Only: 1,000,000/3,000,000

Garage Keepers Liability

Loc 1 - 96-108 Gold Star Worcester, MA: \$400,000

Loc 2 - 110-112 Gold Star Worcester, MA: \$400,000

Loc 4 - 29 Glenn St Worcester, MA: \$400,000

Loc 5 - 409-411 Hartford Trpk Shrewsbury, MA: \$250,000

Loc 7 - 401 Elm St Marlborough, MA: \$1,800,000

Loc 8 - 112-14 Gold Star Worcester, MA: \$400,000

™ Supplemental Name ™

First Supplemental Name applies to all policies - Automotive Management Inc

First Supplemental Name applies to all policies - Harr Imports Inc dba Harr Toyota Scion DBA The Loan Express

First Supplemental Name applies to all policies - EJR Real Estate Trust

First Supplemental Name applies to all policies - Natick Auto Sales Inc DBA MHQ Municipal Vehicle

First Supplemental Name applies to all policies - MHQ Truck Equipment

First Supplemental Name applies to all policies - MHQ Municipal Vehicles of CT MHQ Supply Inc

First Supplemental Name applies to all policies - Harr Motor Co DBA Harr Suzuki DBA Harr Ford

First Supplemental Name applies to all policies - DBA Chrysler Jeep Dodge DBA Harr Auto Body

First Supplemental Name applies to all policies - EJR Associates limited Partnership

First Supplemental Name applies to all policies - Car Conditioners Inc

First Supplemental Name applies to all policies - Natick Auto Sales Inc DBA Natick Ford DBA Natick Dodge

First Supplemental Name applies to all policies - Harr Lincoln Mercury

First Supplemental Name applies to all policies - AMI Municipal Vehicles

First Supplemental Name applies to all policies - Harr Toyota Inc

First Supplemental Name applies to all policies - The Harr Motor Company DBA Loan Express DBA Harr Imports Inc

First Supplemental Name applies to all policies - Charles K. Ribakoff, II

MAPC and GBPC listed as additional insured with respect to General Liability as required by a written contract for work performed by the insured.



# CERTIFICATE OF LIABILITY INSURANCE

HARRNOT-01 JHOGAN

DATE (MM/DD/YYYY)  
02/25/2018

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

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

<b>PRODUCER</b> Roblin Insurance Agency 144 Gould Street Suite 100 Needham, MA 02494	<b>CONTACT NAME</b> PHONE (781) 455-0700 FAX (781) 449-3878 E-MAIL certificates@roblininsurance.com
	<b>INSURER(S) APPROXIMATE COVERAGE</b>
<b>INSURED</b> Hart Motor Company MHQ, Inc. P.O. Box 912 Worcester, MA 01613-0912	<b>INSURER A:</b> Associated Inland Marine
	<b>INSURER B:</b>
	<b>INSURER C:</b>
	<b>INSURER D:</b>
	<b>INSURER E:</b>

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.

DESCRIPTION	TYPE OF INSURANCE	INSURER	POLICY NUMBER	POLICY EFF. DATE	POLICY EXPI. DATE	LIMITS
<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> INCIDENT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Per occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMPLY? ADD \$ \$
	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					
<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> COI <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
<b>A</b> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER MEMBER EXCLUDED? (Mandatory in MA) If yes, describe under DESCRIPTION OF OPERATIONS below	<input checked="" type="checkbox"/> Y/N <input type="checkbox"/> N/A		WRZB0060061682015A	01/01/2015	01/01/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - CA EMPLOYEE \$ 500,000 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) issued as evidence of insurance.

<b>CERTIFICATE HOLDER</b> Metropolitan Area Planning Council 80 Temple Place, 8th Floor Boston, MA 02111	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE <i>Peter Roblin</i>
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**EXHIBIT E**

**Vendor Proposal:**

- 1. Vendor's Complete Technical Proposal**
- 2. Vendor's Complete Price Proposal**

\* \* \* \* \*

Pricing Proposal Form

GMPC | BAPERY | BPC 2015 Vehicles

Public Service Vehicles & Equipment

Description: 2017 Price Increases

Responsible: MHQ, Inc.

Model Year	Manufacturer	Vehicle	Body	Configuration	2017 Price
2017	Ford	Fiesta	P4A	4 Door Sedan S	\$14,965.00
2017	Ford	Fiesta	P4B	4 Door Sedan SE	\$15,195.00
2017	Ford	Fiesta	P4E	5 Door Hatch SE	\$14,800.00
2017	Ford	Fiesta	P4T	5 Door S	\$15,265.00
2017	Ford	Fiesta	P3K	SE 5 Door Hatch	\$20,040.00
2017	Ford	Fusion	POG	5 FWD	\$22,985.00
2017	Ford	Taurus	P2D	SE FWD	\$28,085.00
2017	Ford	Taurus	P2E	SEL FWD	\$30,525.00
2017	Ford	Taurus	P2H	SEL AWD	\$32,500.00
2017	Ford	Taurus	P2L	Police Int FWD	\$28,980.00
2017	Ford	Taurus	P2M	Police Int AWD	\$30,190.00
2017	Ford	Escape	U0F	S 4X2	\$24,495.00
2017	Ford	Escape	U0G	SE 4X2	\$25,995.00
2017	Ford	Escape	U0K	SE 4X4	\$27,745.00
2017	Ford	Edge	K3G	SE FWD	\$29,595.00
2017	Ford	Edge	K3I	SEL FWD	\$32,485.00
2017	Ford	Edge	K4G	SE AWD (Front Only)	\$34,490.00
2017	Ford	Edge	K4I	SEL AWD	\$37,455.00
2017	Ford	Explorer	M8A	Police Int Utility	\$34,765.00
2017	Ford	Explorer	M8B	Base 4WD	\$36,870.00
2017	Ford	Explorer	M8D	XLT 4WD	\$49,815.00
2017	Ford	Explorer	U1G	XL 4X4	\$49,300.00
2017	Ford	Explorer	K1D	XL EL 4X4	\$49,690.00

Pricing Proposal Form

GPCC/BUSINESS/2017 Vehicles

Public Service Vehicles & Equipment

Description: 2017 Price Increases

Respondent: MFC, Inc.

Model Year	Manufacturer	Vehicle	Body	Configuration	MSRP	2017 Price
2017	Ford	Expedition	KLJ	XLT EL 4X4	\$59,658.00	\$42,000.00
2017	Ford	Expedition	LUJ	XLT 4X4	\$60,948.00	\$59,700.00
2017	Ford	Transit Connect	SGE	Van XL SWB - Dual Sliding Doors No 2nd Row or RR Door Glass With RR 180 Deg Sym Doors	\$24,106.00	\$20,700.00
2017	Ford	Transit Connect	EGE	XL Van SWB - Dual Sliding Doors, No 2nd Row Glass RR Liftgate With Fixed Glass	\$24,106.00	\$20,700.00
2017	Ford	Transit Connect	E7E	Van XL LWB - Dual Sliding Doors No 2nd Row Glass RR Liftgate With Fixed Glass	\$26,106.00	\$21,650.00
2017	Ford	Transit Connect	S7E	Van XL LWB - Dual Sliding Doors No 2nd Row or RR Door Glass With RR 280 Deg Sym Doors	\$26,106.00	\$21,650.00
2017	Ford	Transit Connect	E8F	XLT Van SWB - Dual Sliding Doors, No 2nd Row Glass RR Liftgate With Fixed Glass	\$28,530.00	\$22,158.00
2017	Ford	Transit Connect	S8F	Van XLT SWB - Dual Sliding Doors No 2nd Row or RR Door Glass With RR 180 Deg Sym Doors	\$28,530.00	\$22,158.00
2017	Ford	Transit Connect	S7F	Van XLT LWB - Dual Sliding Doors No 2nd Row or RR Door Glass With RR 180 Deg Sym Doors	\$33,530.00	\$23,158.00
2017	Ford	Transit Connect	E7F	Van XLT LWB - Dual Sliding Doors No 2nd Row or RR Door Glass With RR 180 Deg Sym Doors	\$33,530.00	\$23,158.00
2017	Ford	Transit Connect	S9E	Wagon XL LWB - Dual Sliding Doors No 2nd Row Glass RR Liftgate With Fixed Glass	\$38,530.00	\$23,000.00
2017	Ford	Transit Connect	E9E	Wagon XL LWB - Dual Sliding Doors 2nd Row Glass Sides Up/Down 3rd Row Fixed Glass With RR 280 Deg Sym Doors	\$38,530.00	\$23,000.00
2017	Ford	Transit Connect	S8F	Wagon XL LWB - Dual Sliding Doors 2nd Row Glass Sides Up/Down with RR Liftgate With Fixed Glass	\$23,780.00	\$23,000.00
2017	Ford	Transit Connect	E8F	Wagon XL LWB - Dual Sliding Doors 2nd Row Glass Sides Up/Down with RR Liftgate With Fixed Glass	\$28,088.00	\$23,054.00
2017	Ford	Transit Connect	S9F	Wagon XLT SWB - Dual Sliding Doors 2nd Row Glass 1 Row: Sides Up/Down 3rd Row and RR Fixed Glass With RR 180 Deg Sym Doors	\$28,088.00	\$23,054.00
2017	Ford	Transit Connect	E9F	Wagon XLT LWB - Dual Sliding Doors 2nd Row Glass 1 Row: Sides Up/Down 3rd Row and RR Fixed Glass With RR 180 Deg Sym Doors	\$28,088.00	\$23,054.00
2017	Ford	Transit Connect	E1Z	Transit 150 Low Roof 80/40 Pass 130" WB	\$28,695.00	\$24,849.00
2017	Ford	Transit	E1Y	Transit 150 Low Roof 80/40 Pass 130" WB	\$28,695.00	\$24,849.00
2017	Ford	Transit	E9Z	Transit 150 Low Roof 80/40 Pass 146" WB	\$32,068.00	\$23,270.00
2017	Ford	Transit	E2Y	Transit 150 Low Roof 80/40 Pass 146" WB	\$32,068.00	\$23,478.00
2017	Ford	Transit	E1C	Transit 150 Van Med Roof 80/40 Pass 130" WB	\$32,665.00	\$24,088.00
2017	Ford	Transit	E1D	Transit 150 Van Med Roof 80/40 Pass 130" WB	\$33,065.00	\$24,350.00
2017	Ford	Transit	E2D	Transit 150 Van Med Roof 80/40 Pass 146" WB	\$33,136.00	\$23,815.00
2017	Ford	Transit	E2D	Transit 150 Van Med Roof 80/40 Pass 146" WB	\$33,785.00	\$24,158.00
2017	Ford	Transit	E2D	Transit 150 Van Med Roof 80/40 Pass 146" WB	\$36,485.00	\$25,950.00

Pricing Proposal Form

CSRPC/BAFERW CSRPC 2015 Vehicles

Public Service Vehicles & Equipment

Description: 2017 Price Increases

Respondent: MHQ, Inc.

Year	Make/Model	Vehicle	Body	Description	2017 Price
2017	Ford	Transit	E2C	Transit 150 Van Med Roof Sliding Pass 148" WB	\$34,838.00
2017	Ford	Transit	K1Z	Transit 150 XL Wagon Low Roof 60/40 Pass 130" WB	\$35,590.00
2017	Ford	Transit	K1Y	Transit 150 XL Wagon Low Roof Sliding Pass 130" WB	\$35,710.00
2017	Ford	Transit	K1C	Transit 150 XL Wagon Med Roof 60/40 Pass 130" WB	\$37,520.00
2017	Ford	Transit	RSZ	T250 Chassis Cab SRW Chassis Cab 138" WB	\$39,083.00
2017	Ford	Transit	R1Z	T250 Chassis Cab SRW Chassis Cab 158" WB	\$39,233.00
2017	Ford	Transit	R9P	T250 Cutaway SRW Cutaway 138" WB	\$29,463.00
2017	Ford	Transit	R1P	T250 Cutaway SRW Cutaway 158" WB	\$29,658.00
2017	Ford	Transit	R1Z	Transit 250 Low Roof 60/40 Pass 130" WB	\$33,735.00
2017	Ford	Transit	R1Y	Transit 250 Low Roof Sliding Pass 130" WB	\$34,905.00
2017	Ford	Transit	R2Z	Transit 250 Low Roof 60/40 Pass 148" WB	\$34,765.00
2017	Ford	Transit	R2Y	Transit 250 Low Roof Sliding Pass 148" WB	\$34,735.00
2017	Ford	Transit	R1D	Transit 250 Van Med Roof Sliding Pass 130" WB	\$34,080.00
2017	Ford	Transit	R1C	Transit 250 Van Med Roof Sliding Pass 130" WB	\$34,435.00
2017	Ford	Transit	R2D	Transit 250 Van Med Roof Dual Sliding 148" WB	\$36,785.00
2017	Ford	Transit	R2C	Transit 250 Van High Roof Dual Sliding 148" WB	\$36,985.00
2017	Ford	Transit	R3H	Transit 250 Van High Roof Dual Sliding 148" EL WB	\$38,235.00
2017	Ford	Transit	R2U	Transit 250 Van High Roof Pass Side 148" WB	\$37,935.00
2017	Ford	Transit	R3K	T350 Chassis Cab SRW Chassis Cab 165" WB	\$31,006.00
2017	Ford	Transit	R2X	T350 Chassis Cab HD DRW Chassis Cab 138" WB	\$31,798.00
2017	Ford	Transit	H7Z	T350 Chassis Cab HD DRW Chassis Cab 138" WB	\$32,008.00
2017	Ford	Transit	S6Z	T350 Chassis Cab HD DRW Chassis Cab 138" WB	\$32,155.00

Pricing Proposal Form

GBPC/BAPERN GBPC 2015 Vehicles

Public Service Vehicles & Equipment

Description: 2017 Price Increases

Respondent: ARB, Inc.

Model Year	Manufacturer	Vehicle	Description	2017 Price
2017	Ford	F82	T350 Chassis Cab HD DRW Chassis Cab 156" WB	\$32,208.00
2017	Ford	S62	T350 Chassis Cab HD DRW Chassis Cab 156" WB	\$32,463.00
2017	Ford	F82	T350 Chassis Cab HD DRW Chassis Cab 178" WB	\$32,988.00
2017	Ford	S82	T350 Chassis Cab HD DRW Chassis Cab 178" WB	\$32,208.00
2017	Ford	W7P	T350 Cutaway SRW Cutaway 156" WB	\$30,433.00
2017	Ford	F8P	T350 Cutaway HD DRW Cutaway 138" WB	\$31,483.00
2017	Ford	S8P	T350 Cutaway HD DRW Cutaway 138" WB	\$31,438.00
2017	Ford	F8P	T350 Cutaway HD DRW Cutaway 156" WB	\$31,653.00
2017	Ford	S8P	T350 Cutaway HD DRW Cutaway 156" WB	\$31,263.00
2017	Ford	F9P	T350 Cutaway HD DRW Cutaway 178" WB	\$32,383.00
2017	Ford	S9P	T350 Cutaway HD DRW Cutaway 178" WB	\$32,633.00
2017	Ford	W2Z	Transit 300 Low Roof 60/10 Pass 148" WB	\$38,880.00
2017	Ford	W2T	Transit 350 Low Roof 60/10 Pass 148" WB	\$38,610.00
2017	Ford	S4U	Transit 350 Van DRW HD High Dual Slide 148" EL WB	\$43,890.00
2017	Ford	S4X	Transit 350 Van DRW HD High Dual Slide 148" EL WB	\$42,940.00
2017	Ford	W2C	Transit 350 Van Med Roof 60/10 Pass 148" WB	\$37,033.00
2017	Ford	F4U	Transit 350 Van HD High Roof Dual Slide 148" EL WB	\$43,240.00
2017	Ford	F4X	Transit 350 Van HD High Roof Dual Slide 148" EL WB	\$42,590.00
2017	Ford	W3U	Transit 350 Van High Roof Dual Slide 148" EL WB	\$41,135.00
2017	Ford	W2U	Transit 350 Van High Roof Dual Slide 148" WB	\$39,835.00
2017	Ford	W3X	Transit 350 Van High Roof Pass Slide 148" EL WB	\$40,485.00
2017	Ford	W2X	Transit 350 Van High Roof Pass Slide 148" WB	\$39,185.00
2017	Ford	U4X	Transit 350 XL High Roof High Roof Pass Slide 148" EL WB	\$46,138.00

Pricing Proposal Form

GRFC/BAMERN GRFC 2015 Vehicles

Public Service Vehicles & Equipment

Description: 2017 Price Increase

Prepared by: HAW, Inc.

Year	Make & Model	Vehicle	Body	Description	2017 Price
2017	Ford	Transit	K21	Transit 350 XL Wagon High Roof Pass Side 148" WB	\$42,120.00
2017	Ford	Transit	K22	Transit 350 XL Wagon Low Roof 60/10 Pass 146" WB	\$38,210.00
2017	Ford	Transit	K2Y	Transit 350 XL Wagon Low Roof Sliding Pass 148" WB	\$38,390.00
2017	Ford	Transit	K2C	Transit 350 XL Wagon Med Roof Sliding Pass 148" WB	\$40,670.00
2017	Ford	Econoline	E3K	E350 Strip Chassis	\$28,500.00
2017	Ford	Econoline	E4F	E450 Cutaway	\$34,040.00
2017	Ford	Econoline	E4K	E450 Strip Chassis	\$30,725.00
2017	Ford	F-150	F1C	F150 412 SS R/Cab XL	\$27,785.00
2017	Ford	F-150	F1C	F150 412 SS S/Cab XL	\$31,785.00
2017	Ford	F-150	F1C	F150 412 SS Crew XL	\$34,250.00
2017	Ford	F-150	F1E	F150 414 SS R/Cab XL	\$32,380.00
2017	Ford	F-150	F1E	F150 414 SS S/Cab XL	\$36,220.00
2017	Ford	F-150	F1E	F150 414 SS Crew XL	\$37,780.00
2017	Ford	F Series Super Duty	F2A	F250 412 R/C PU SRW	\$38,730.00
2017	Ford	F Series Super Duty	F2A	F250 412 Super PU SRW	\$38,065.00
2017	Ford	F Series Super Duty	F2A	F250 412 Crew PU SRW	\$37,325.00
2017	Ford	F Series Super Duty	F2B	F250 414 R/C PU SRW	\$38,525.00
2017	Ford	F Series Super Duty	F2B	F250 414 Super PU SRW	\$38,865.00
2017	Ford	F Series Super Duty	F2B	F250 414 Crew PU SRW	\$40,125.00
2017	Ford	F Series Super Duty	F3A	F350 412 R/C PU SRW	\$34,800.00
2017	Ford	F Series Super Duty	F3A	F350 412 Super PU SRW	\$37,240.00
2017	Ford	F Series Super Duty	F3A	F350 412 Crew PU SRW	\$38,500.00
2017	Ford	F Series Super Duty	F3C	F350 412 R/C PU DRW	\$38,390.00

Bidding Proposal Form

GPCC (MPEB) GPRC 2016 Vehicles

Public Service Vehicles & Equipment

Description: 2017 Price Increases

Respondent: B&Q, Inc.

Model Year	Make/Model	Vehicle	Price	2017 Price
2017	Ford	F Series Super Duty	F350 4X2 Super PU DRW	\$28,925.00
2017	Ford	F Series Super Duty	F350 4X2 Super PU DRW	\$28,700.00
2017	Ford	F Series Super Duty	F350 4X2 Crew PU DRW	\$40,185.00
2017	Ford	F Series Super Duty	F350 4X2 R/C CC SRW	\$34,425.00
2017	Ford	F Series Super Duty	F350 4X2 Super CC BRW	\$36,750.00
2017	Ford	F Series Super Duty	F350 4X2 Crew CC SRW	\$37,575.00
2017	Ford	F Series Super Duty	F350 4X2 R/C CC DRW	\$36,530.00
2017	Ford	F Series Super Duty	F350 4X2 Super CC DRW	\$37,915.00
2017	Ford	F Series Super Duty	F350 4X2 Crew CC DRW	\$36,780.00
2017	Ford	F Series Super Duty	F350 4X4 R/C PU BRW	\$37,700.00
2017	Ford	F Series Super Duty	F350 4X4 Super PU SRW	\$40,040.00
2017	Ford	F Series Super Duty	F350 4X4 R/C CC BRW	\$36,185.00
2017	Ford	F Series Super Duty	F350 4X4 R/C CC DRW	\$37,925.00
2017	Ford	F Series Super Duty	F350 4X4 Super CC BRW	\$40,210.00
2017	Ford	F Series Super Duty	F350 4X4 Crew CC SRW	\$41,075.00
2017	Ford	F Series Super Duty	F350 4X4 R/C CC DRW	\$36,180.00
2017	Ford	F Series Super Duty	F350 4X4 Super CC DRW	\$37,750.00
2017	Ford	F Series Super Duty	F350 4X4 Crew CC DRW	\$41,415.00
2017	Ford	F Series Super Duty	F450 4X4 Crew CC DRW	\$42,260.00
2017	Ford	F Series Super Duty	F450 4X2 R/C CC DRW	\$36,785.00
2017	Ford	F Series Super Duty	F450 4X2 Super CC DRW	\$41,050.00
2017	Ford	F Series Super Duty	F450 4X2 Crew CC DRW	\$41,510.00
2017	Ford	F Series Super Duty	F450 4X4 Crew PU DRW	\$55,140.00
2017	Ford	F Series Super Duty	F450 4X4 R/C CC DRW	\$41,500.00
2017	Ford	F Series Super Duty	F450 4X4 Super CC DRW	\$44,550.00

Private Proposed Form

GEPC | GAPERH | GPRC 2015 Vehicles

Public Service Vehicles & Equipment

Description: 2017 Price Increases

Responsible: MHP, Inc.

Model Year	Manufacturer	Vehicle	Body	Description	MSRP	2017 Price
2017	Ford	F Series Super Duty	WHH	F450 4X4 Crew CC DRW	\$48,410.00	\$39,900.00
2017	Ford	F Series Super Duty	F5G	F450 4X2 R/C CC DRW	\$39,660.00	\$33,300.00
2017	Ford	F Series Super Duty	X5G	F450 4X2 Super CC DRW	\$42,150.00	\$35,400.00
2017	Ford	F Series Super Duty	W5G	F450 4X2 Crew CC DRW	\$43,010.00	\$36,101.00
2017	Ford	F Series Super Duty	F5H	F550 4X4 R/C CC DRW	\$42,785.00	\$39,900.00
2017	Ford	F Series Super Duty	X5H	F550 4X4 Super CC DRW	\$45,650.00	\$38,500.00
2017	Ford	F Series Super Duty	W5H	F550 4X4 Crew CC DRW	\$46,510.00	\$38,900.00
2017	Ford	Medium Truck	F0A	F650 Regular Cab Gas	\$56,135.00	\$44,080.00
2017	Ford	Medium Truck	F0D	F650 Regular Cab Diesel	\$66,105.00	\$54,700.00
2017	Ford	Medium Truck	F0T	F650 Regular Cab Tractor	\$70,755.00	\$54,900.00
2017	Ford	Medium Truck	F0B	F650 Regular Cab Kick-Up Frame Gas	\$67,450.00	\$43,500.00
2017	Ford	Medium Truck	F0E	F650 Regular Cab Kick-Up Frame Diesel	\$87,420.00	\$91,100.00
2017	Ford	Medium Truck	A0A	F650 Superamb Gas	\$60,105.00	\$49,700.00
2017	Ford	Medium Truck	A0D	F650 Superamb Diesel	\$70,075.00	\$63,350.00
2017	Ford	Medium Truck	X0T	F650 Superamb Tractor	\$72,680.00	\$66,500.00
2017	Ford	Medium Truck	X0B	F650 Superamb Kick-Up Frame Gas	\$68,420.00	\$43,900.00
2017	Ford	Medium Truck	X0E	F650 Superamb Kick-Up Frame Diesel	\$88,390.00	\$92,750.00
2017	Ford	Medium Truck	W0A	F650 Crew Cab Gas	\$62,800.00	\$46,400.00
2017	Ford	Medium Truck	W0D	F650 Crew Cab Diesel	\$72,770.00	\$65,550.00
2017	Ford	Medium Truck	W0T	F650 Crew Cab Tractor	\$75,375.00	\$67,700.00
2017	Ford	Medium Truck	W0B	F650 Crew Cab Kick-Up Frame Gas	\$82,115.00	\$46,900.00
2017	Ford	Medium Truck	W0E	F650 Crew Cab Kick-Up Frame Diesel	\$92,085.00	\$85,000.00
2017	Ford	Medium Truck	F7A	F750 Regular Cab Gas	\$60,025.00	\$44,100.00

Pricing Proposed Form

CBPFC/BAPFERN CBPFC 2015 Vehicles

Public Service Vehicles & Equipment

Description: 2017 Price Increases

Respondent: MHQ, Inc.

Model Year	Manufacturer	Vehicle	Body	Description	2017 Price
2017	Ford	Medium Truck	F70	F750 Regular Cab Diesel	\$69,595.00
2017	Ford	Medium Truck	F71	F750 Regular Cab Flexor	\$73,025.00
2017	Ford	Medium Truck	X7A	F750 Superamb Gas	\$61,995.00
2017	Ford	Medium Truck	X7D	F750 Superamb Diesel	\$71,965.00
2017	Ford	Medium Truck	X7T	F750 Superamb Tractor	\$74,570.00
2017	Ford	Medium Truck	W7A	F750 Crew Cab Gas	\$64,690.00
2017	Ford	Medium Truck	W7D	F750 Crew Cab Diesel	\$74,665.00
2017	Ford	Medium Truck	W7T	F750 Crew Cab Tractor	\$77,265.00

Model Year	Manufacturer	Vehicle	Body	Description	2017 Price
2017	Ford	Chassis	P5A	5 Door F150 SE Super	\$24,995.00
2017	Ford	Chassis	P5B	5 Door F150 SEL Super	Discontinued
2017	Ford	Chassis	P5C	5 Door F150 SEL Super	Discontinued
2017	Ford	Chassis	P5R	5 Door F150 SEL Super	Discontinued
2017	Ford	Chassis	P5U	5 Hybrid	\$28,995.00
2017	Ford	Chassis	P5P	5E F150 FWD	\$28,095.00
2017	Ford	Chassis	P5L	5E Hybrid FWD	\$31,995.00

Ford - Ecology Drivers

Manufacturer's % Off List Price: 3%

McDonald Services

**Vehicle Proposal Form**

**OBPC (BAFERH CS/PC 2015 Vehicles**

**Public Service Vehicles & Equipment**

**Description: 2017 Price Increase**

**Respondent: MHO, Inc.**

Item	Year	2017 Price
Food & Diesel Vehicles		
Model Year	2017	
Body		
Specialty		
Custom Graphics - Metallics Only		
Custom Graphics - Metallics & Inflat		
Custom Paint		
Insual. Repair & Service		
Transportation - Pick Up/Return		
	2017 Price	\$50,000.00 MY
		\$50,000.00 MY
		\$75,000.00 MY
		\$85,000.00 MY
		\$90,000.00 MY

**City of Nashua Central Purchasing Department  
FINANCIAL SERVICES DIVISION**

Request to Include on Finance Committee Agenda

Request to Solicit Bid or Proposal

Date of Request: 11-3-16

Proposed Finance Meeting Date: 12-7-16 or 11/16/16

Project or Item Title: Cargo van modifications for SRT

Amount: \$3,450

Lawson RQ# 362 97

Funding Description CERF FY2017 POLICE

Accounting (Finance Committee): TF18 7026 81500 CERF50.17.81500

Acctg Unit	Acct	Sub Acct	Activity	Acct Category
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**Requesting Department:**

- Information Technology
- Engineering
- Streets
- Traffic
- Park Recreation
- Wastewater
- Solid Waste
- Library

- Police Department
- Fire Rescue
- Community Development
- Public Health
- Financial Services
- Other \_\_\_\_\_
- Other \_\_\_\_\_

Are CDBG Funds being used for this item?

Yes  No

Is this a time sensitive project?

Yes  No

For Solicit Bid – is a list of bidders attached?

Yes  No

**Reason for request:**

Installation of flip seats and overhead grab bars for the 2017 Ford transit van. Kustom Kreations is the preferred vendor who has completed other custom work on vehicles for our specialty units.

**Other supporting comments:**

**Attach supporting documents (bid document, tabulation, contract, etc.)**

Approval Signatures:

Requester: Brian Sojka/Karen Smith

Division Director: *[Signature]*

CFO (or designee): *[Signature]*

Date: 11/2/16

**Note: This form will be returned unless fully completed.**

**Northeast Kustom Kreations**  
*Manufacturers of Special Purpose Vehicles*

October 27, 2016

Brian Sojka  
Nashua Police Department  
Panther Drive  
Nashua NH 03062

Dear Mr. Sojka;

Thank you for your interest in our line of Special Purpose Vehicle up fits. The following is the information you requested for flip seats and overhead grab bars based on the measurement you provided for a 2017 Ford Transit van.

- 2 - Divided flip up bench seat bases from rear of side cargo door opening to rear doors, on both sides. Frame to be painted steel angle with vinyl covered foam seat bottom on plywood base.
- 2 - Heavy duty, painted round steel pipe, full length overhead grab rails.

Total installed price installed \$ 3,450.00

Thank you for allowing us to provide you with this quote. If you have any questions, please feel free to call.

Sincerely,



Dennis D. Girard



# THE CITY OF NASHUA

*Financial Services*

*Purchasing Department*

*"The Gate City"*

November 9, 2016

Memo #17-078

TO: MAYOR DONCHESS  
FINANCE COMMITTEE

SUBJECT: PURCHASE OF DISPATCH AND CALLTAKER CONSOLES (REPLACEMENT  
FURNITURE (VALUE: \$89,491)  
DEPARTMENT: 150 POLICE; FUND: CITYWIDE COMMUNICATIONS RADIO  
COMMUNICATIONS UPGRADE CAPITAL PROJECT

Please see the attached communication from Karen A. Smith, Business Manager dated November 4, 2016 for the information related to this purchase.

Pursuant to **§ 5-84 Special purchase procedures A. (3)** Purchases which can be procured through cooperative intergovernmental purchase agreements with other governmental jurisdictions.

The Nashua Police Department, Radio Manager, Radio Committee and the Purchasing Department recommend the purchase of this furniture in the amount of **\$89,491** from **Wright-Line of Worcester, MA.**

Respectfully,

Dan Kooker  
Purchasing Manager

Cc: K Smith A Lavoie



## Intradepartmental Communication

---

**To:** CFO John Griffin

**From:** Karen A. Smith, Business Manager

**Subject:** Dispatch and Communications replacement consoles

The Nashua Police Department is requesting to purchase seven (7) Dispatcher/Calltaker console furniture for the Dispatch and Communications areas within the Police Department. Three consoles will be in Dispatch and four consoles will be in Communications. The existing consoles are over fifteen years old, and they are outdated for the current equipment. The current consoles are being held together with duct tape and extra bolts. We have attached a copy of diagrams along with a quote from Wright-Line of Worcester, MA for the proposed replacement consoles.

Funding in the amount of \$89,490.59 budgeted for this purchase is available in the Citywide Communications Radio Communications Upgrade Capital Project. The Nashua Police Department, Radio Manager, and Radio Committee recommend the purchase from Wright-Line of Worcester, MA under the GSA contract GS-03F-030DA.

Sincerely,

A handwritten signature in cursive script that reads "Karen A. Smith".

---

Karen A. Smith  
Business Manager

wright·line

Sales Proposal No:

Q01005\_24286 Rev 9

Date: 10/14/2016

Number of Pages: 10

160 Gold Star Blvd.  
Worcester, Massachusetts 01606

*Proposal*

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*This proposal created for:*

**Lieutenant Todd Martyny**

of

**Nashua Police**

0 Panther Drive

Nashua, NH 03062

Phone: 603-589-1669

[martynyt@nashuapd.com](mailto:martynyt@nashuapd.com)

*Dispatch upgrade*

**Submitted by:**

**Sharon Moore**

160 Gold Star Boulevard

Worcester, Massachusetts 01606

US

Phone: 978-689-5233

Fax: 508-365-6202

Email Address: [SharonMMoore@Eaton.com](mailto:SharonMMoore@Eaton.com)

Date: 10/14/2016

---

Nashua Police  
 Lieutenant Todd Martyny 603-589-1669  
 0 Panther Drive  
 Nashua, NH 03062  
 martyny@nashuapd.com



Proposal No: Q01005\_24286 Rev 9 (10/14/2016)  
 Sales Representative: Sharon Moore  
 978-689-5233  
 Sharon Moore  
 Fax Number: 508-365-6202  
 160 Gold Star Boulevard  
 Worcester, Massachusetts 01606

**Proposal - Line Items**

Ln	Qty	ItemNo	Product Name	Sp	Unit Price	Disc	Extended Price
<b>Dispatch</b>							
1	6	TOACTA1014B	14" Extension Pole		\$49.00	29.00%	\$208.74
2	6	TOACGMA320B	Pole Mount, Articulating Dual Swing Arm And 42" Monitor Array	-	\$663.00	29.00%	\$2,824.38
3	3	ARRAYHANDLE	Fpd Array Handle *[Steel: Black]*		\$87.46	0.00% G	\$262.38
4	3	G110A303630-B	Dual 30X36X30, 90 *[Steel: Black - Laminate: American Cherry (Black Trim)]*		\$5,370.00	29.00%	\$11,438.10
5	3	G911U-A01	DpflC Control Pad		\$92.00	29.00%	\$195.96
6	3	G621B303630-T	30X36X30 Steel Core Skin Kit *[STEEL: Black]*		\$436.00	29.00%	\$928.68
7	3	PC2429S1	24" Core, Single Sided *[Steel: Black]*		\$222.17	0.00% G	\$666.51
8	6	PET45116	45D Stretched Conn Ergo T1 (16) *[Steel: Black]*		\$175.62	0.00% G	\$1,053.72
9	9	PC3029S1	30" Core, Single Sided *[Steel: Black]*		\$267.30	0.00% G	\$2,405.70
10	3	PC3629S1	36" Core, Single Sided *[Steel: Black]*		\$310.33	0.00% G	\$930.99
11	3	C845	Box/Box/File Mobile Pedestal *[Steel: Black]*		\$276.47	0.00% G	\$829.41
12	3	ASHELFLAM30	30"X12" Lam. Shelf For Slatwall *[Steel: Black - Laminate: American Cherry (Black Trim)]*		\$133.30	0.00% G	\$399.90
13	6	PMW3016S	30X16 Modular Wall Ss *[Steel: Black]*		\$293.40	0.00% G	\$1,760.40
14	3	PMW3616S	36X16 Modular Wall Ss *[Steel: Black]*		\$305.39	0.00% G	\$916.17
15	1	PDW2416S	24X16 Display Wall Ss *[Steel: Black]*		\$310.33	0.00% G	\$310.33
16	3	PDW3016S	30X16 Display Wall Ss *[Steel: Black]*		\$354.76	0.00% G	\$1,064.28
17	6	PWFP3016	30X16 Fabric Insert (User Fac) *[Fabric: Hopscotch Midnight]*		\$115.67	0.00% G	\$694.02
18	3	PWFP3616	36X16 Fabric Insert (User Fac) *[Fabric: Hopscotch Midnight - Steel: Black]*		\$124.13	0.00% G	\$372.39
19	2	PCTT24S1	24" Top Trim-Core Only, Ss *[Steel: Black]*		\$71.23	0.00% G	\$142.46

Nashua Police  
 Lieutenant Todd Martyny 603-589-1669  
 0 Panther Drive  
 Nashua, NH 03062  
 martyny@nashuapd.com



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 Sales Representative: Sharon Moore  
 978-689-5233  
 Sharon Moore  
 Fax Number: 508-365-6202  
 160 Gold Star Boulevard  
 Worcester, Massachusetts 01606

*Proposal - Line Items (Continued)*

Ln	Qty	ItemNo	Product Name	Unit Price	Disc	Extended Price
20	1	PDWT24S1	24" Wide Wall Top Trim, Ss *[Steel: Black]*	\$71.23	0.00% G	\$71.23
21	9	PDWT30S1	30" Wide Wall Top Trim, Ss *[Steel: Black]*	\$80.40	0.00% G	\$723.60
22	3	PDWT36S1	36" Wide Wall Top Trim, Ss *[Steel: Black]*	\$89.57	0.00% G	\$268.71
23	1	PCPL2420	Cpu Docker Left *[Steel: Black]*	\$576.93	0.00% G	\$576.93
24	2	PCPR2420	Cpu Docker Right *[Steel: Black]*	\$576.93	0.00% G	\$1,153.86
25	2	PUPRFLH1	30"D Full Depth Upright Lh *[Steel: Black]*	\$177.73	0.00% G	\$355.46
26	1	PUPRFRH1	30"D Full Depth Upright Rh *[Steel: Black]*	\$177.73	0.00% G	\$177.73
27	3	PUPRSRH1	30"D Cantilever Top Support Rh *[Steel: Black]*	\$51.49	0.00% G	\$154.47
28	3	PUPRSLH1	30"D Cantilever Top Support Lh *[Steel: Black]*	\$51.49	0.00% G	\$154.47
29	3	PCSK0400	4" Wide Core Skin *[Steel: Black]*	\$50.08	0.00% G	\$150.24
30	3	PCSK2000	20" Wide Core Skin *[Steel: Black]*	\$80.40	0.00% G	\$241.20
31	4	PVET16T1	Vertical End Trim T1 (16) *[Steel: Black]*	\$51.49	0.00% G	\$205.96
32	2	PVEWT116	Transition Vertical End Trim T1 (16) *[Steel: Black]*	\$53.60	0.00% G	\$107.20
33	2	PVETC000	Vertical End Trim Core Height *[Steel: Black]*	\$51.49	0.00% G	\$102.98
34	3	PBW2430D	24X30 Bullnose Worksurface *[Steel: Black - Laminate: American Cherry (Black Trim)]*	\$177.73	0.00% G	\$533.19
35	3	PBW3030D	30X30 Bullnose Worksurface *[Steel: Black - Laminate: American Cherry (Black Trim)]*	\$200.30	0.00% G	\$600.90
36	3	TOALTSB	Articulating Light Slatwall Bracket	\$30.00	29.00%	\$63.90
37	3	TOALTLED	Articulating Led Task Lamp	\$298.00	29.00%	\$634.74
38	6	EPBZ74	Epdw 16A 5-20P/LS-20P *[ETN]*	\$179.00	25.00%	\$805.50
Dispatch						\$34,486.79

Nashua Police  
 Lieutenant Todd Martyny 603-589-1669  
 0 Panther Drive  
 Nashua, NH 03062  
 martynytn@nashuapd.com



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 Sales Representative: Sharon Moore  
 978-688-5233  
 Sharon Moore  
 Fax Number: 508-365-6202  
 160 Gold Star Boulevard  
 Worcester, Massachusetts 01606

**Proposal - Line Items (Continued)**

Ln	Qty	ItemNo	Product Name	Unit Price	Disc	Extended Price
<b>CallTakers</b>						
1	4	TOALTSB	Articulating Light Slatwall Bracket	\$30.00	29.00%	\$85.20
2	4	TOALTLED	Articulating Led Task Lamp	\$298.00	29.00%	\$846.32
3	4	TOACTA1014B	14" Extension Pole	\$49.00	29.00%	\$139.16
4	4	TOACGMA220B	Pole Mount, Articulating Dual Swing Arm And 26" Array	\$598.00	29.00%	\$1,698.32
5	4	ARRAYHANDLE	Fpd Array Handle *[Steel: Black]*	\$87.46	0.00% G	\$349.84
6	4	PC2429S1	24" Core, Single Sided *[Steel: Black]*	\$222.17	0.00% G	\$888.68
7	2	PCPL1420	Cpu Docker Left *[Steel: Black]*	\$620.65	0.00% G	\$1,241.30
8	2	PCPR1420	Cpu Docker Right *[Steel: Black]*	\$620.65	0.00% G	\$1,241.30
9	4	G110C4848-A	48X48 Dual Lift, 90 Core Only *[Steel: Black - Laminate: American Cherry (Black Trim)]*	\$5,730.00	29.00%	\$16,273.20
10	4	G911U-A01	Dpf1C Control Pad	\$92.00	29.00%	\$261.28
11	4	G621B4848-T	48X48 Steel Core Skin Kit *[Steel: Black]*	\$295.00	29.00%	\$837.80
12	2	PC3029D1	30" Core, Double Sided *[Steel: Black]*	\$222.17	0.00% G	\$444.34
13	2	PC4829D1	48" Core, Double Sided *[Steel: Black]*	\$354.76	0.00% G	\$709.52
14	4	PC4829S1	48" Core, Single Sided *[Steel: Black]*	\$399.90	0.00% G	\$1,599.60
15	4	C845	Box/Box/File Mobile Pedestal *[Steel: Black]*	\$276.47	0.00% G	\$1,105.88
16	2	PDW2416S	24X16 Display Wall Ss *[Steel: Black]*	\$310.33	0.00% G	\$620.66
17	2	PDW2416S	24X16 Display Wall Ss *[Steel: Black]*	\$310.33	0.00% G	\$620.66
18	2	PMW3016D	30X16 Modular Wall Ds *[Steel: Black]*	\$241.91	0.00% G	\$483.82
19	4	PWFP3016	30X16 Fabric Insert (User Fac) *[Fabric: Hopscotch Midnight]*	\$115.67	0.00% G	\$462.68
20	4	PMW4816S	48X16 Modular Wall Ss *[Steel: Black]*	\$330.08	0.00% G	\$1,320.32

Nashua Police  
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 martynyt@nashuapd.com



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 978-689-5233  
 Sharon Moore  
 Fax Number: 508-365-6202  
 160 Gold Star Boulevard  
 Worcester, Massachusetts 01606

*Proposal - Line Items (Continued)*

Ln	Qty	ItemNo	Product Name	Unit Price	Disc	Extended Price
21	2	PMW4816D	48X16 Modular Wall Ds *[Steel: Black]*	\$279.29	0.00% G	\$558.58
22	16	PWFP2416	24X16 Fabric Insert (User Fac) *[Fabric: Hopscotch Midnight]*	\$106.50	0.00% G	\$1,704.00
23	2	PET116P2	180D Conn Ergo Tier 1 (16) *[Steel: Black]*	\$265.89	0.00% G	\$531.78
24	4	PDWT24S1	24" Wide Wall Top Trim, Ss *[Steel: Black]*	\$71.23	0.00% G	\$284.92
25	2	PDWT30D1	30" Wide Wall Top Trim, Ds *[Steel: Black]*	\$80.40	0.00% G	\$160.80
26	2	PDWT48D1	48" Wide Wall Top Trim, Ds *[Steel: Black]*	\$98.04	0.00% G	\$196.08
27	4	PDWT48S1	48" Wide Wall Top Trim, Ss *[Steel: Black]*	\$98.04	0.00% G	\$392.16
28	2	PUPRFLH1	30"D Full Depth Upright Lh *[Steel: Black]*	\$177.73	0.00% G	\$355.46
29	2	PUPRFRH1	30"D Full Depth Upright Rh *[Steel: Black]*	\$177.73	0.00% G	\$355.46
30	4	PUPRSRH1	30"D Cantilever Top Support Rh *[Steel: Black]*	\$51.49	0.00% G	\$205.96
31	4	PUPRSLH1	30"D Cantilever Top Support Lh *[Steel: Black]*	\$51.49	0.00% G	\$205.96
32	4	PCSK0800	8" Wide Core Skin *[Steel: Black]*	\$53.60	0.00% G	\$214.40
33	4	PCSK2600	26" Wide Core Skin *[Steel: Black]*	\$93.80	0.00% G	\$375.20
34	6	PVET16T1	Vertical End Trim T1 (16) *[Steel: Black]*	\$51.49	0.00% G	\$308.94
35	4	PBW2430D	24X30 Bullnose Worksurface *[Steel: Black - Laminate: American Cherry (Black Trim)]*	\$177.73	0.00% G	\$710.92
36	4	PBW3030D	30X30 Bullnose Worksurface *[Steel: Black - Laminate: American Cherry (Black Trim)]*	\$200.30	0.00% G	\$801.20
37	1	WT4830SP	48 X 30 Linx Top *[Steel: Black - Laminate: American Cherry (Black Trim)]*	\$191.84	0.00% G	\$191.84
38	1	WLFU2930	29H X 30D Left Full Upright *[Steel: Black]*	\$112.85	0.00% G	\$112.85

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 Sharon Moore  
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 Worcester, Massachusetts 01606

*Proposal - Line Items (Continued)*

Ln	Qty	ItemNo	Product Name	Unit Price	Disc	Extended Price
39	1	WRFU2930	29H X 30D Right Full Upright *[Steel: Black]*	\$112.85	0.00% G	\$112.85
40	1	WT7230SP	72 X 30 Linx Top *[Steel: Black - Laminate: American Cherry (Black Trim)]*	\$248.97	0.00% G	\$248.97
41	1	WLFU2930	29H X 30D Left Full Upright *[Steel: Black]*	\$112.85	0.00% G	\$112.85
42	1	WRFU2930	29H X 30D Right Full Upright *[Steel: Black]*	\$112.85	0.00% G	\$112.85
43	4	EPBZ74	EpdU 16A 5-20P/LS-20P *[ETN]*	\$179.00	25.00%	\$537.00
CallTakers						\$40,020.91

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		Line Item Summary
Subtotal		\$74,507.70
Transportation		\$2,400.00
Installation	999950	\$12,582.89
Tax		Tax Exempt
<b>TOTAL*</b>		<b>\$89,490.59</b>

\*Plus applicable Installation, Transportation, and Tax if not specified above

**Terms:**

NET 30, pending credit approval.

**Notes**

- GSA Items Marked G. All others are Open Market
- GSA Contract GS-03F-030DA Exp. 12/14/2020
- Government payment terms: Net 30

**Disclaimers**

- Installation, Tax and Transportation Charges, if provided, are estimates only

**Accepted By:**

**Prepared by Wright Line:**

**Date:**

\_\_\_\_\_  
 Customer Signature, Title

\_\_\_\_\_  
 Wright Line Signature

10/14/2016

\_\_\_\_\_  
 Customer Printed Name

- The foregoing constitutes a written order accepted by the customer and Wright Line for the purchase of the goods described. Terms and conditions which also apply to this purchase order appear on the Terms & Conditions of Sale form and Warranty provisions, which constitute material parts of this order.
- Proposal valid for 30 days, except during special promotions. Proposals with special promotions are valid for the term of the promotion only, but not to exceed 30 days.
- Buyer to provide color requirements on their Purchase Order. If buyer fails to identify color requirements on the Purchase Order, buyer accepts the colors identified on the sellers quote as the approved configuration, and the Sales Order acknowledgement.
- For installation instructions , product manuals end brochures : <http://www.wrightline.com/documentation>

Wright Line's TIN Number is:  
 03-047-1268

Remit To:  
 Wright Line LLC  
 28204 Network Pl  
 Chicago, IL 60673-1282

Send purchase orders to:  
 Sharon Moore  
 160 Gold Star Boulevard  
 Worcester, Massachusetts 01606

Nashua Police  
 Lieutenant Todd Martyny 603-589-1669  
 0 Panther Drive  
 Nashua, NH 03062  
 martyny@nashuapd.com



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**Proposal - Shipping and Installation Information**

Shipping and Delivery					
Inside Delivery	Yes	Strip, Place, Remove Debris	Yes	Timed Delivery	n/a
Floor #	n/a	Union	No	Accessories Installed	
Elevators Available	None	Truck with Lift Gate	Yes	Receiving Dock	No
Standard Size Truck	No	Deviation Truck Size Explanation	tight space		
Required Delivery Date:	Best Available	Shipping Instructions:			
Not before Date:		n/a			
		Total Estimated Shipping Weight:	7,429.40 lbs.		
Installation					
Installation Type		Installation Date:	Time:		
Installation Items	999950	Installation Comments			

# Limited Lifetime Warranty

Eaton's Wright Line Business ("Seller") warrants to the original purchaser ("Buyer") that its products are free from defects in materials and workmanship for the following warranty period applicable to the product (the "Applicable Warranty Period"):

- A. Lifetime Warranty for Eaton's Wright Line Business manufactured products: The Applicable Warranty Period for a product manufactured and sold by Seller under the Eaton's Wright Line Business brand name shall be the period of time that the original purchaser owns the product.
- B. Limited Term Warranty for All Other Products or Components: The Applicable Warranty Period for all other products, or components purchased by Eaton's Wright Line Business and integrated into Eaton's Wright Line Business manufactured products, sold by Seller, shall be the warranty as outlined in the original manufacturer's warranty.

This warranty does not cover any damage to customer equipment that is caused by an AC power disturbance or any other causes unrelated to the quality and/or functionality of Seller's products. No claims under this warranty will be valid unless Buyer notifies Seller in writing within a reasonable time of its discovery of the defect, but in any event prior to the expiration of the Applicable Warranty Period for such product. This warranty does not cover ordinary maintenance, wear and tear within the normal consumable life of a product, abuse, improper use, alterations, repairs and installations which have not been performed by an authorized Seller's representative, and products which have not been maintained or operated in accordance with Seller's written instructions.

The foregoing warranty is exclusive and is in lieu of all other express and implied warranties whatsoever, including but not limited to implied warranties of merchantability and fitness for a particular purpose.

Seller will repair or replace, at its option, any products (or parts thereof) which are covered by this warranty and which are found to be defective. Seller may provide a substitute product of equal or higher value to resolve a warranty claim. No such repair, substitution or replacement will extend the Applicable Warranty Period. When a warranty claim arises, Buyer must contact Seller to arrange return shipment to Seller, with freight prepaid by Buyer. The risk of loss or damage to any products returned to Seller will be with Buyer.

The remedy of repair or replacement provided for herein is buyer's exclusive remedy in the event of breach of this warranty. In addition, seller shall not be liable for any incidental, consequential or special damages or for any loss, damage or expense arising from the sale, use or installation of the products or from any other cause whatsoever, whether based on warranty (expressed or implied) or otherwise based on contract, or on tort, or regardless of any advice or representations that may have been rendered by seller or its agents or representatives concerning the sale, use or installation of the products.

This warranty will be effective for products sold after January 1, 2006.

## TERMS AND CONDITIONS OF SALE

**1. PRIMACY OF SELLER'S TERMS AND CONDITIONS.** Any order received and accepted by Eaton's Wright Line Business ("Seller") shall be construed as an acceptance of Seller's offer to sell its goods in accordance with the terms and conditions of sale set forth herein. This document contains all of the terms and conditions of the agreement between Seller and Buyer of the goods sold, to the exclusion of any terms and conditions incorporated in Buyer's order or other documents of Buyer. Seller's acceptance of Buyer's order is expressly conditioned on Buyer's acceptance of the terms and conditions contained herein. Buyer, upon placing an order, is presumed to have accepted all of the terms and conditions without modification. No alteration, waiver, modification or addition to the terms or conditions shall be binding on Seller unless specifically agreed to in writing by a person authorized by Seller to accept such different or inconsistent terms or conditions.

**2. WAIVER.** No waiver, whether express or implied, by Seller of any of the terms or conditions hereof shall be deemed a continuing waiver or trade custom between the parties, but shall apply solely to the instance to which the waiver is directed.

**3. ACCEPTANCE BY SELLER.** All orders received by Seller are subject to revision and possible rejection by Seller after its receipt of the same at its home office, notwithstanding the fact that the same may have been signed by Seller's field personnel.

**4. PRICE.** Unless otherwise agreed to by Seller: (a) all prices, quotations, shipments and deliveries by Seller are FOB Shipping Point, Freight Collect; (b) all prices, including related extras and deductions, are subject to change without notice and the price to be paid by Buyer will be in accordance with Seller's price in effect on the day of Seller's acceptance; (c) prices do not include Seller's freight/handling charges; (d) prices do not include any sales, use, excise, value-added or other tax, all of which present or future tax obligations are the responsibility of, and must be paid by, the Buyer; (e) orders with requested delivery dates greater than one hundred eighty (180) days from the sales order date may be subject to price surcharges based on commodity pricing at the time of manufacturing and shipment.

**5. DELIVERY, TITLE AND RISK OF LOSS.** Unless otherwise specified, Seller's obligation is to deliver the goods to a carrier at the shipping point. Seller reserves the right to produce and ship all or any part of the goods specified in any order from any of its plants or facilities or those of its suppliers. Seller will use all reasonable efforts to comply with Buyer's requests as to method of transportation, but Seller reserves the right to use an alternate method of transportation whether or not at a higher cost to Buyer, if the method specified by Buyer is deemed by Seller to be unavailable or otherwise unsatisfactory. Title and risk of loss passes to the Buyer at the moment of Seller's delivery of the goods to the carrier. Although Seller may assist Buyer in connection with pursuing any claim for damages, Seller shall not thereby assume any obligations for such damage or continue to assist Buyer in the presentation of its claim to any carrier.

**6. CLAIMS.** Buyer must inspect or test all goods upon actual receipt. Buyer waives any right to assert any claim against Seller arising from any defects, damages or shortages which would have been observable upon reasonable inspection or testing at the time of delivery, unless Seller is advised of such defects, damages or shortages within thirty (30) days after receipt of the defective goods by Buyer, a period which the parties agree is reasonable for this purpose. All other claims under the Seller's warranty must be made within thirty (30) days of the discovery of the defect. Buyer must obtain shipping instructions from Seller prior to returning the goods to Seller for repair or replacement. Unless otherwise agreed, returned goods must be shipped freight prepaid or they will not be accepted by Seller.

**7. PAYMENT.** All payments are due net thirty (30) days in full from date of invoice. Payment to Seller shall not be contingent on third party payments to Buyer. If complete payment is not made when due, Seller reserves the right to refuse to provide further product or service until such payment has been received, and the unpaid balance shall bear interest at the rate of 1½% per month until paid.



**8. CANCELLATIONS, RESCHEDULES AND OTHER MODIFICATIONS.** Buyer must advise Seller of cancellations, reschedules or other sales order modifications no later than fifteen business days prior to ship date for Eaton's Wright Line Business manufactured product. For order cancellations of Eaton's Wright Line Business manufactured product, Buyer must also provide written notice of cancellation to Seller prior to ten business days before ship date and payment of reasonable and proper cancellation charges which will, in accordance with good accounting practices, satisfy all costs incurred by Seller, together with its proportionate profit on such costs. For Third Party products the Buyer shall comply with the cancellation, rescheduling and order modification terms of the Third Party Provider.

**9. WARRANTY.** Eaton's Wright Line Business ("Seller") warrants to the original purchaser ("Buyer") that its products are free from defects in materials and workmanship for the following warranty period applicable to the product (the "Applicable Warranty Period"): The Applicable Warranty Period for a product manufactured and sold by Seller under the Eaton's Wright Line Business brand name shall be the period of time that the original purchaser owns the product. The Applicable Warranty Period for all other products, or components purchased by Eaton's Wright Line Business and integrated into Eaton's Wright Line Business manufactured products, sold by Seller, shall be the warranty as outlined in the original manufacturer's warranty. This warranty does not cover any damage to customer equipment that is caused by an AC power disturbance or any other causes unrelated to the quality and/or functionality of Seller's products. No claims under this warranty will be valid unless Buyer notifies Seller in writing within a reasonable time of its discovery of the defect, but in any event prior to the expiration of the Applicable Warranty Period for such product. This warranty does not cover ordinary maintenance, wear and tear within the normal consumable life of a product, abuse, improper use, alterations, repairs and installations which have not been performed by an authorized Seller's representative, and products which have not been maintained or operated in accordance with Seller's written instructions. **THE FOREGOING WARRANTY IS EXCLUSIVE AND IS IN LIEU OF ALL OTHER EXPRESS AND IMPLIED WARRANTIES WHATSOEVER, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.** Seller will repair or replace, at its option, any products (or parts thereof) which are covered by this warranty and which are found to be defective. Seller may provide a substitute product of equal or higher value to resolve a warranty claim. No such repair, substitution or replacement will extend the Applicable Warranty Period. When a warranty claim arises, Buyer must contact Seller to arrange return shipment to Seller, with freight prepaid by Buyer. The risk of loss or damage to any products returned to Seller will be with Buyer. **THE REMEDY OF REPAIR OR REPLACEMENT PROVIDED FOR HEREIN IS BUYER'S EXCLUSIVE REMEDY IN THE EVENT OF BREACH OF THIS WARRANTY. IN ADDITION, SELLER SHALL NOT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES OR FOR ANY LOSS, DAMAGE OR EXPENSE ARISING FROM THE SALE, USE OR INSTALLATION OF THE PRODUCTS OR FROM ANY OTHER CAUSE WHATSOEVER, WHETHER BASED ON WARRANTY (EXPRESSED OR IMPLIED) OR OTHERWISE BASED ON CONTRACT, OR ON TORT, OR REGARDLESS OF ANY ADVICE OR REPRESENTATIONS THAT MAY HAVE BEEN RENDERED BY SELLER OR ITS AGENTS OR REPRESENTATIVES CONCERNING THE SALE, USE OR INSTALLATION OF THE PRODUCTS.**

**10. LIMITATION OF LIABILITY.** SELLER WILL NOT BE LIABLE UNDER ANY CIRCUMSTANCES FOR ANY INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, INCLUDING WITHOUT LIMITATION ANY LOST PROFITS OR LABOR COSTS, ARISING FROM THE SALE, USE OR INSTALLATION OF THE PRODUCTS, FROM THE PRODUCTS BEING INCORPORATED INTO OR BECOMING A COMPONENT OF ANOTHER PRODUCT, FROM ANY BREACH OF THIS AGREEMENT OR FROM ANY OTHER CAUSE WHATSOEVER, WHETHER BASED ON WARRANTY (EXPRESSED OR IMPLIED) OR OTHERWISE BASED ON CONTRACT, OR ON TORT OR OTHER THEORY OF LIABILITY, AND REGARDLESS OF ANY ADVICE OR REPRESENTATIONS THAT MAY HAVE BEEN RENDERED BY SELLER OR SELLER'S AGENTS OR REPRESENTATIVES CONCERNING THE SALE, USE OR INSTALLATION OF THE PRODUCTS. UNDER NO CIRCUMSTANCES SHALL THE AGGREGATE LIABILITY ARISING OUT OF OR IN CONNECTION WITH THE SALE, USE OR INSTALLATION OF THE PRODUCTS OR FROM ANY OTHER CAUSE, EXCEED THE PRICE OF THE PRODUCTS OR SERVICES ON WHICH SUCH LIABILITY IS BASED.

**11. PATENTS, TRADEMARKS AND COPYRIGHT INDEMNITY.** If Buyer has not provided specifications, Seller shall indemnify Buyer from any and all damages and costs, including reasonable attorney's fees, for United States patent, trademark or trade name, or copyright infringement arising by reason of the sale or use of any goods sold to Buyer,

provided that Seller is properly notified at the outset of any such claim or suit and Buyer offers Seller full and exclusive control of the defense of such suit when products of Seller only are involved therein, and the right to participate in the defense of such suit when products other than those of Seller are also involved therein. Seller shall have no indemnity obligation if the alleged infringement is based upon: (i) a modification made by Buyer to products furnished by Seller, or (ii) the use of products furnished by Seller with other products where the products furnished by Seller do not in themselves infringe. Buyer shall indemnify Seller against any and all damages or costs, including reasonable attorney's fees, for patent, trademark or trade name, or copyright infringement in any way arising out of the preparation or manufacture of any goods in accordance with Buyer's specifications.

**12. INDEMNITY.** Seller shall defend, indemnify and hold harmless Buyer, its officers, employees and agents, from and against any and all claims, liabilities, damages, demands, losses, causes of action and suits, including reasonable attorney's fees incident thereto, to the extent they result directly from or out of (1) any injury to or death of any person or damage to or destruction of any property caused by the negligent acts, errors, omissions or willful misconduct of Seller, its agents or employees, and (2) any violation by Seller, its employees or agents of federal or state law, regulation, order, rule or of any other governmental authority having jurisdiction.

**13. EXCUSABLE DELAYS.** Seller shall not be liable for delays or failure in performance of an order or default in delivery arising out of, or resulting from, causes beyond its control and without its fault or negligence. Such causes include, but are not limited to, acts of God, acts of Buyer or of the government, or of a public enemy, fire, flood, epidemic, quarantine restrictions, strikes, freight embargoes, unusually severe weather, or default of suppliers due to any such causes.

**14. ASSIGNMENT.** Buyer shall not assign any order or any interest therein without the written consent of Seller. Any such actual or attempted assignment without Seller's prior written consent shall entitle Seller to cancel the order upon written notice to the Buyer.

**15. ENGINEERING CHANGES.** In the event Seller changes the design of any of the goods described on the order, either as to construction or materials used, but not as to function, Buyer agrees to accept such changed goods in fulfillment of the Sales Order.

**16. VALIDITY OF SEPARATE CLAUSES.** If any provisions of this agreement shall be held to be invalid, illegal, or unenforceable, the validity, legality, or enforceability of the remaining provisions shall not be affected or impaired thereby.

**17. LIMITATION OF ACTIONS.** Any cause of action arising from the agreement or the breach of it must be commenced within two years after the cause of action accrues.

**18. GOVERNING LAW.** The interpretation, construction and validity of the Agreement shall be governed by the laws of the Commonwealth of Massachusetts.

**19. PROVISIONS FOR INTERNATIONAL TRANSACTIONS.** The following provisions apply to sales to customers located outside the United States: (a) the 1980 United Nations Conventions on Contracts for the International Sale of Goods shall not apply; (b) except as otherwise specified, terms of delivery are Ex-Works (within the meaning of INCOTERMS 1990) and all customs fees, import duties, cargo insurance, taxes and other charges imposed on or relating to the purchase or sale of the products shall be paid by Buyer in addition to the stated price; (c) except as otherwise specified, payment shall be made by issuance to Seller of an irrevocable letter of credit which (i) is issued and confirmed by a U.S. bank acceptable to Seller (ii) is governed by the Uniform Customs and Practice for Documentary Credits (ICC Publication No.500 effective January 1, 1994) and otherwise acceptable in form and substance to Seller, and (iii) provides for payment to Seller of the full amount of the purchase price plus pre-paid freight in U.S. dollars upon presentation by Seller of sight drafts, Seller's invoice and such other documents as shall be required by the letter of credit. All banking and other charges for such letter of credit shall be for the account of Buyer; (d) prices include Seller's standard commercial export packaging which may vary depending on whether shipment is made by air, land or sea. Buyer will bear any additional expenses required to satisfy Buyer's specifications. Packages will be marked in accordance with Buyer's instructions, if any. Seller shall furnish packing lists and such other information as may be necessary to enable Buyer's agent to prepare documents required for export shipment. Buyer shall supply Seller with all necessary information and assistance for the most expeditious clearance of such shipment through customs; (e) all shipments hereunder are subject to compliance with U.S. Export Administration Act as amended, regulations thereunder and all other U.S. laws and regulations concerning exports. Buyer agrees to comply with all such laws and regulations concerning the use, disposition, re-export and sale of the products provided hereunder.

**20. RETURNS.** Due to the unique, highly configured and custom nature of Seller's products, returns for manufactured products from Buyer will not be accepted for reasons other than Claims as defined in paragraph 6. Seller will pass through to Buyer any return policy for Third Party Manufacturers to the extent possible.



Eaton Corporation  
Electrical Sector  
1111 Superior Avenue  
Cleveland, OH 44114  
United States  
877-ETN-CARE (877-386-2273) / Eaton.com  
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Publication No. COR179FXA/0212

To contact an Eaton salesperson or local distributor, please visit [www.eaton.com/wrightline](http://www.eaton.com/wrightline) or call 800-225-7348

# EATON

Sales Representative:  
Sharon Moore

Northeast

Prepared for:  
Nashua Police  
Dispatch

SCALE: CUSTOM

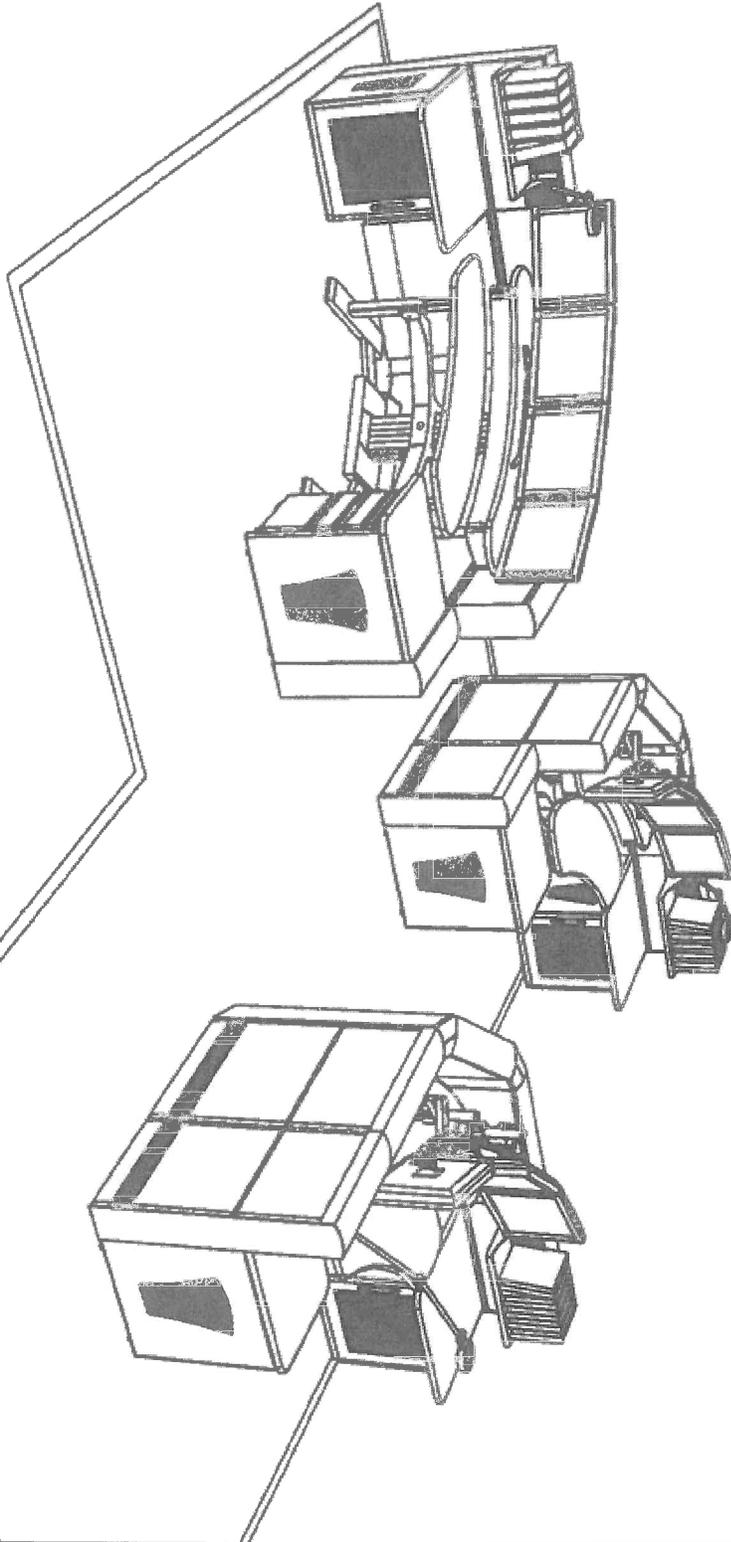
Product  
Profile

Date:  
10/13/2016

Drawn By:  
Azhar

Quote:  
001005\_24286

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Sharon Moore

Northeast

Prepared for:  
Nashua Police  
Dispatch

SCALE: CUSTOM

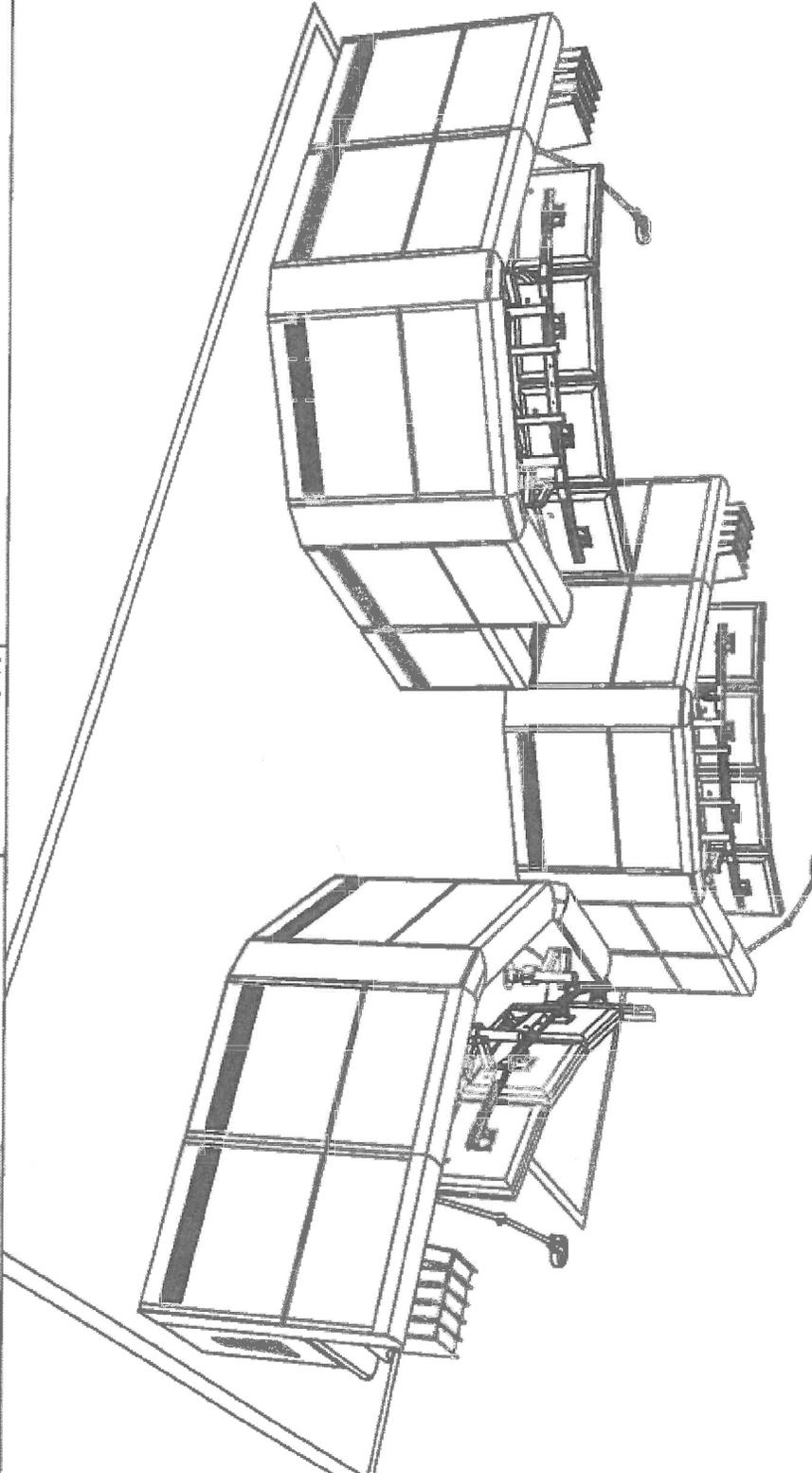
Product  
Profile

Date:  
10/13/2016

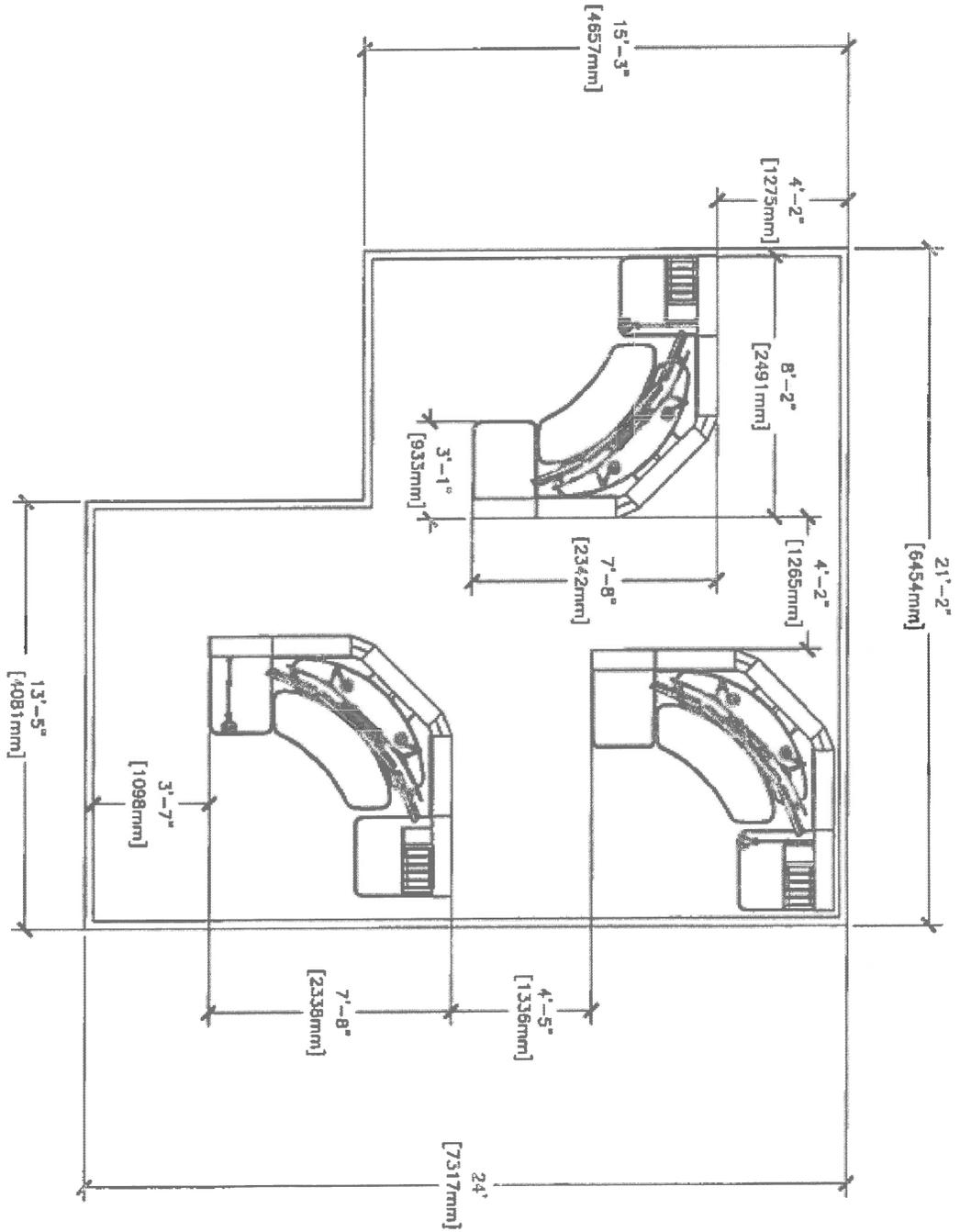
Drawn By:  
Azhar

Date:  
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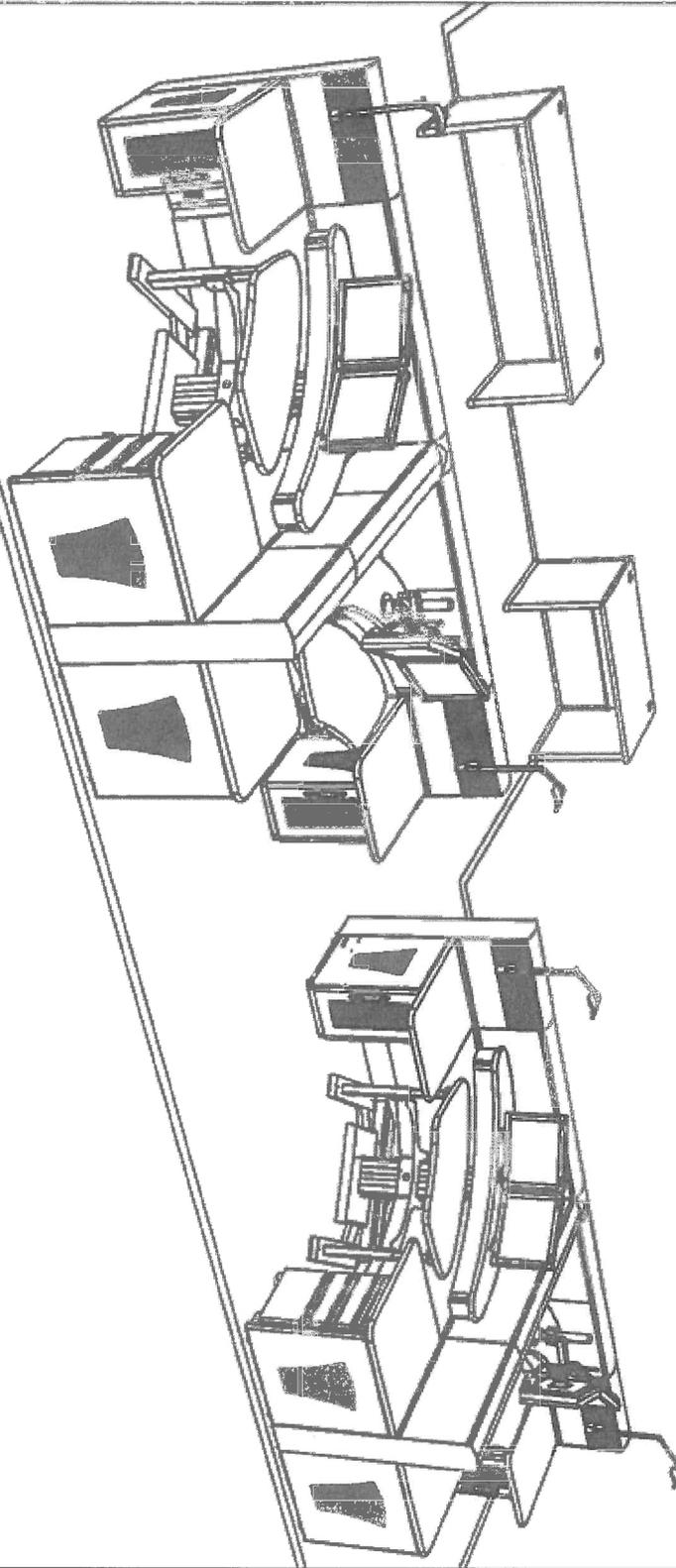
Sales Representative:  
 Sharon Moore  
 Northeast

Prepared for:  
 Naahua Police  
 Dispatch  
 SCALE: CUSTOM

Product:  
 Profile  
 Date:  
 10/13/2016

Drawn By:  
 Azhar  
 Quote:  
 Q01005\_24286

# EATON



Sales Representative  
Sharon Moore

Northeast

Prepared for:  
Nashua Police  
Call Takers

SCALE: CUSTOM

Product:  
Profile

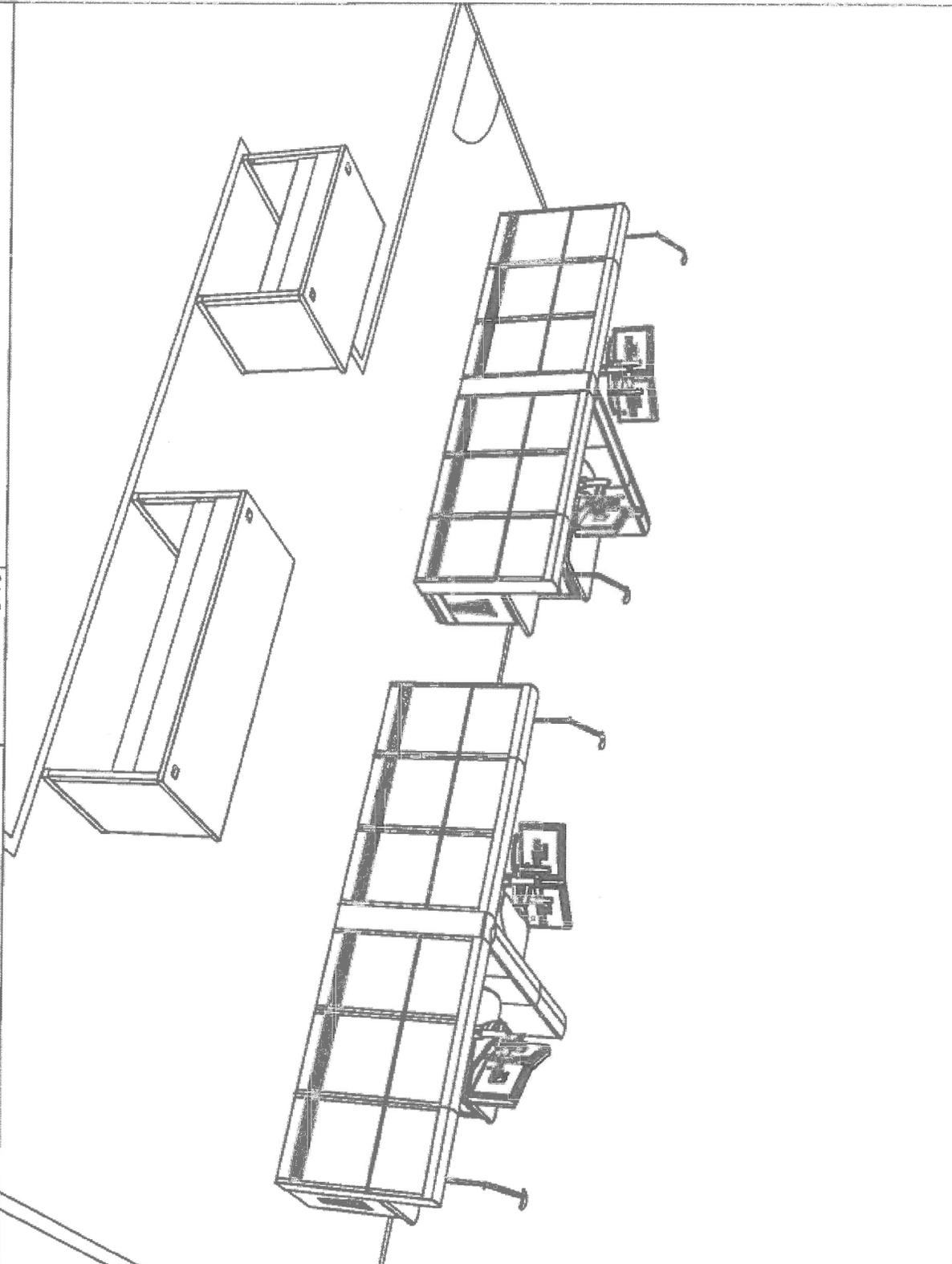
Date:  
10/13/2016

Drawn By:  
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Quote:  
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# EATON



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Sharon Moore

Northeast

Prepared for:  
Nashua Police  
Call Takers

SCALE: CUSTOM

Product:  
Profile

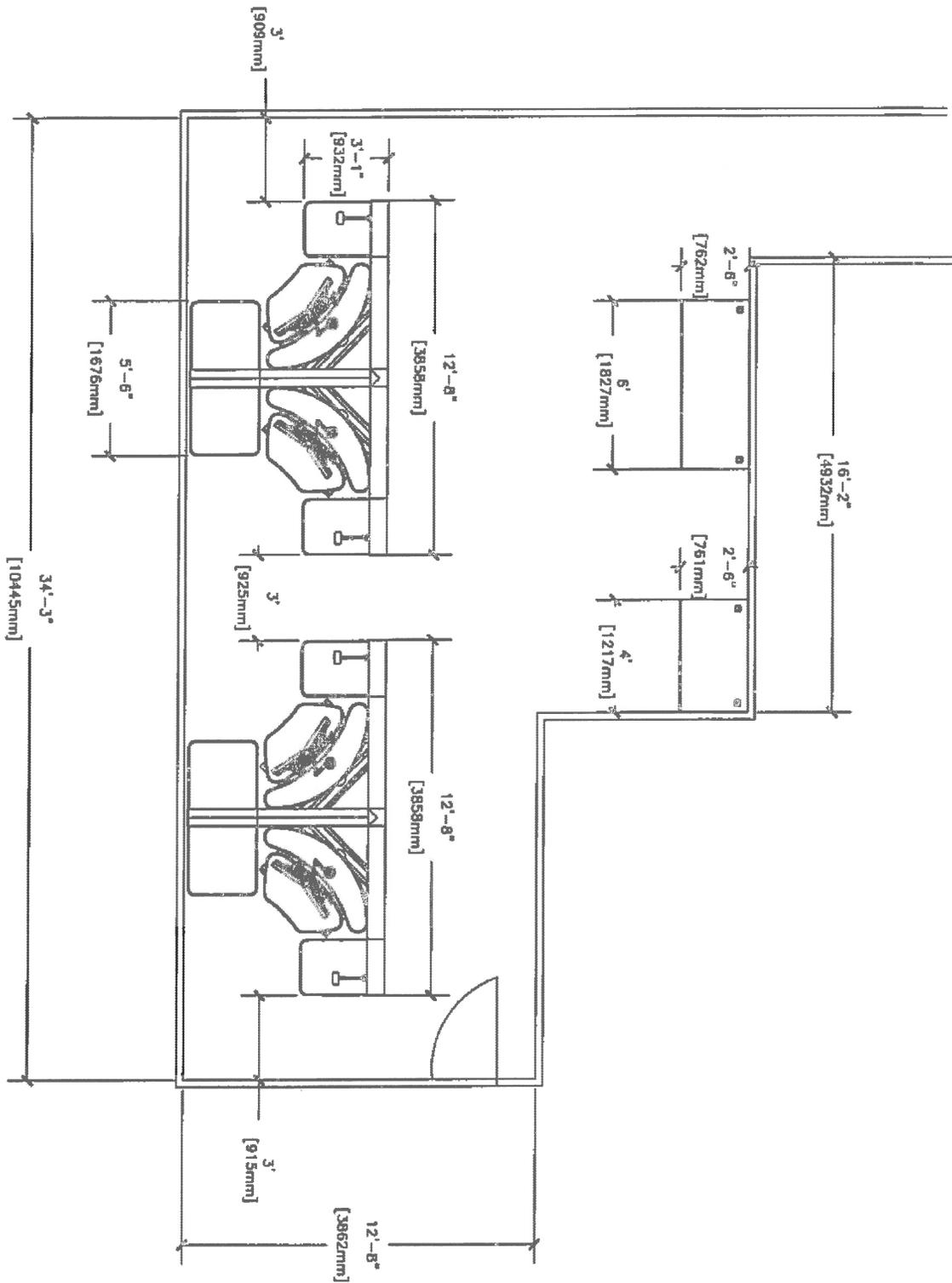
Date:  
10/13/2016

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Code:  
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Prepared for:  
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Call Takers  
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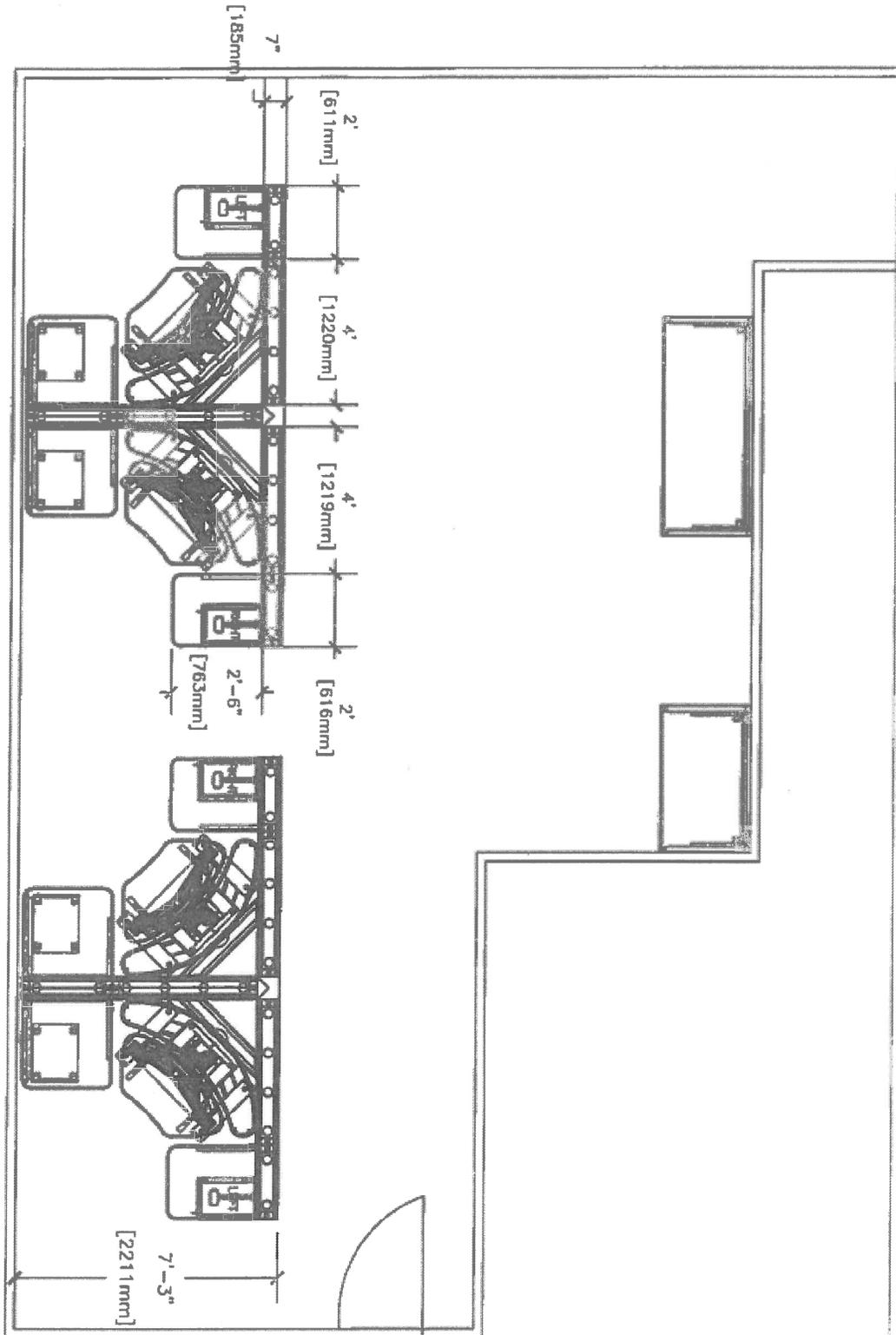
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October 21, 2016



**Intradepartmental Communication**

**To:** Captain E Z. Paulson  
**From:** Lieutenant Todd Martyny  
**Subject:** Work Station Consoles for Communications Division

Captain Paulson,

As previously discussed, research was conducted in search for a vendor to provide the Nashua Police Department with work station consoles for the Communications Division. The current consoles in the Dispatch area and Communications area are in disrepair and in need of replacement.

Over a year ago a proposal was put forth where Eaton Wright Line was chosen as the vendor. The proposal was in excess of \$111,000.00. Peter Cinfo, NPD's IT Manager, had viewed consoles and products from various companies. Eaton Wright Line was local in comparison to other companies and their pricing was more reasonable than the other companies. Importantly, Eaton Wright Line's products were able to meet NPD's needs as they are designed for our intended purpose.

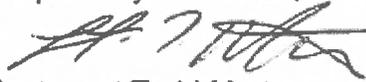
Feedback was received from members at City Hall to conduct more research to see if a more affordable option was available. Specifically, they identified a vendor that supplied refurbished office equipment. This vendor was subsequently contacted where they advised that they could not meet our needs and would not be able to provide a bid. Please see the attached electronic communication from Office Alternatives.

Further discussions continued with Eaton Wright Line in an attempt to negotiate a better bid from them. Non-essential items were removed from the bid and a revised proposal in the amount of \$89,490.59 was provided by Eaton Wright Line. This proposal is over \$21,000.00 less than the proposal that was put forth previously. It includes shipping and installation.

The Nashua Police Department worked with Eaton Wright Line to help design the furniture and provided the City with GSA Pricing. This proposal was brought in front of the Radio Committee where they reviewed it.

The Radio Committee recommended awarding the work to Eaton Wright Line in the amount of \$89,490.59. Funding is available in Citywide Communications Capital Projects account 57.5050 71800 Sub Account 2008.57.15.01 Activity 71800 for this specific purpose.

Respectfully Submitted,

  
Lieutenant Todd Martyny

APC/X-1

## Martyny, Todd

---

**From:** George Kamberis [george@office-alternatives.com]  
**Sent:** Friday, August 07, 2015 12:39 PM  
**To:** Martyny, Todd  
**Subject:** Fw: 53" high cubicle  
**Attachments:** image002.jpg

Hi Todd, my apologies for not getting back to you sooner as I've been out of the office this week and have not been able to access my e-mails as often as I'd like.

The company we were using to bid your project responded that they could not meet your criteria, please read below.

If this particular requirement, is not critical to your needs we may be able to proceed.

George

---

**From:** Raine Wiessel <[rwiessel@resy.net](mailto:rwiessel@resy.net)>  
**Sent:** Friday, July 31, 2015 1:00 PM  
**To:** George Kamberis  
**Subject:** RE: 53" high cubicle

George,

It does not appear that we can be compliant with their requirements. We do not have an open framed system with large enough cableways.

Sorry that we can't bid this project.

But please keep us in mind for future projects.

**Raine Wiessel**  
Dealer Support Specialist  
235 S 56<sup>th</sup> Street  
Chandler, Arizona 85226  
Phone: (480) 968-1772 ext. 217  
Toll Free: (800) 280-5000  
Fax: (480) 894-1907



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# THE CITY OF NASHUA

*Financial Services*

*Purchasing Department*

*"The Gate City"*

November 9, 2016

Memo #17-079

TO: MAYOR DONCHESS  
FINANCE COMMITTEE

SUBJECT: **CONTRACT FOR OPERATION AND MAINTENANCE OF TWO HYDROELECTRIC FACILITIES (VALUE \$398,200)**  
DEPARTMENT: DEPARTMENT 170 HYDROELECTRIC OPERATIONS; FUND: GENERAL

Please see attached communication from Madeleine Mineau, Waterways Manager, dated November 2, 2016 for information related to this contract award.

Pursuant to **§ 5-78 Major purchases (greater than \$10,000)** A. All supplies and contractual services, except as otherwise provided herein, when the estimated cost thereof shall exceed \$10,000 shall be purchased by formal, written contract from the lowest responsible bidder, after due notice inviting bids.

The Waterways Department and Purchasing Department recommend the award of this contract to **Essex Power Services of Boscawen, NH and Boston, MA** in an amount of **\$398,200**.

Respectfully,

Dan Kookan  
Purchasing Manager

Cc: S. Marchant M. Mineau J. Graziano



# City of Nashua

## Community Development Division

City Hall, 229 Main Street, PO Box 2019  
Nashua, New Hampshire 03061-2019  
www.nashuanh.gov

Community Development	589-3095
Planning and Zoning	589-3090
Building Safety	589-3080
Code Enforcement	589-3100
Urban Programs	589-3085
Conservation Commission	589-3105
Transportation	880-0100
FAX	589-3119

Date: November 2<sup>nd</sup>, 2016

To: John Griffin, CFO; Sarah Marchant, Community Development Director, Daniel Kookan, Purchasing Manager

From: Madeleine Mineau, Waterways Manager

Re: Contract for Operation and Maintenance of Hydroelectric Projects

The City of Nashua has owned the Jackson Mills hydroelectric facility since December 2014 and is in the process of terminating the lease with Eagle Creek Renewable Energy and acquiring the Mine Falls hydroelectric facility, as authorized by R-15-188. We anticipate a closing date by spring 2017 for the Mine Falls project.

An economic analysis conducted by the H.L. Turner group concluded that ownership of the hydroelectric facilities with operation and maintenance services contracted out was the most financially advantageous option for the City.

In February 2016, we issued RFP0266-033016 for operation and maintenance services for both hydroelectric facilities. We opted to solicit proposals rather than bids due to the highly specialized nature of the services requested, expertise and experience should be considered in addition to cost. We received 6 proposals as follows :

<i>Name of Firm</i>	<i>Location of Firm</i>	<i>Proposed cost structure (labor and admin. fee only)</i>
Northbrook Power Management	Scottsdale, AZ	Labor \$43/h and Admin. Fee annual \$90,000 + 5% revenue
Gravity Renewables	Boulder, CO with local staff	Labor \$20-100/h and Admin fee 10% revenue
Essex Power Services Inc	Boscawen, NH and Boston, MA	Labor \$30 – 150/h and Admin fee 10% for revenue generated by first 20,000,000kWh and 20% for generation revenue over that with \$90,000 annual minimum
Swift River Hydro Operations Company	Palmer, MA	\$306,000 annual flat fee
Eagle Creek Renewable Energy	Morristown, NJ	Labor \$45 – 120/h and Admin fee 10% of revenue with \$100,000 annual minimum
Olson Electric	Methuen, MA	Labor \$40 – 80/h and Admin fee 5% of revenue

These proposals were evaluated and ranked by a team consisting of: Sarah Marchant, CDD Director; Janet Graziano, Senior Finance Manager; Celia Leonard, Associate Corporation Counsel; and Madeleine Mineau, Waterways Manager. The criteria for evaluation of each proposal were: 1. Technical qualification, 2. Experience and Past Performance, 3. Understanding

of and Approach to the Scope of Work, and 4. Cost Proposal. The top 3 firms listed above were invited to participate in interviews with the selection team. Based on their experience and expertise as well as competitive cost proposal, the team unanimously selected Essex Power Services, Inc. and began contract negotiations.

Essex Power Services has been providing operation and maintenance services for the City at the Jackson Mills facility for the past 2 years and was leasing this facility prior to City ownership. Therefore, they have unique expertise and institutional knowledge to operate this facility. Furthermore, we have been very pleased with the services provided and performance of this contractor over the past 2 years. They are very qualified to take over operation and maintenance at Mine Falls once it is under City ownership. They have also been a valuable partner in helping the City navigate the technical aspects of operating a hydro facility.

The negotiated contract fee includes 3 components: staff time, third party expenses, and an administrative fee. Staff time will be invoiced at a rate of \$30 to \$150 per hour depending on position, with the majority of the work performed by assistant operators (\$30/h) and operators (\$50/h). Third party invoices will be billed at cost to cover parts, materials, and services not provided by Essex. The administrative fee is 10% of gross revenue for the project for the first 20,000,000 kWh generated and 20% of gross revenues associated with generation above that.

With this cost structure, it is estimated that the City would incur \$298,200 for staff time and administrative fees and an additional \$100,000 in third party costs, for a total of \$398,200 in operating costs for both facilities under this contract in FY18. Total anticipated revenues are \$1,382,000 for both facilities with a net profit of \$952,430 (\$292,000 at Jackson Mills and \$660,690 at Mine Falls) for FY18.

The Waterways Department recommends Essex Power Services Inc. as the vendor to provide operation and maintenance service for the Jackson Mills and Mine Falls hydroelectric facilities.

## GENERATION PROJECT

### OPERATION AND MAINTENANCE AGREEMENT

This OPERATION AND MAINTENANCE AGREEMENT ("Agreement") is made and entered into as of \_\_\_\_ by and between **City of Nashua**, New Hampshire, a municipal corporation ("Owner" or "City"), and **Essex Power Service, Inc.** a Delaware corporation, ("Operator"), each referred to as a "Party" and collectively as "Parties".

#### RECITALS

WHEREAS, Owner owns Jackson Mills which is a 1 MW hydropower facility and dam on the Nashua River in Nashua, New Hampshire, with a FERC license exemption (Project number 7590),

WHEREAS, Owner has the right to purchase Mine Falls which is a 3 MW hydropower facility and dam on the Nashua River in Nashua, New Hampshire, which is licensed by FERC (Project number 3442),

WHEREAS, Owner desires to contract for operation, maintenance and management of Jackson Mills and, immediately upon transfer to the City, of Mine Falls (unless otherwise noted, "Project" shall refer to both),

WHEREAS, Operator provides operation, maintenance and management services for hydroelectric generating facilities and associated equipment facilities and has agreed to provide those services for the Project on the terms and conditions set forth in this Agreement,

NOW THEREFORE, in consideration of the mutual covenants, undertakings and conditions set forth below, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

#### ARTICLE 1 AGREEMENT

Section 1.1 - *Agreement*. This Agreement consists of the terms and conditions set forth in the sections captioned by numbered article designations ("Articles") and the following appendices, which are incorporated and made part this Agreement by this reference and are included in any reference to this Agreement.

Appendix A - Scope of Services

Appendix B – Reimbursable Costs and Compensation

Appendix C - Communication Protocols

Appendix D – Project Agreements

If the terms and conditions of the Articles of this Agreement vary or are inconsistent with any portion of the Appendices, the terms of the Articles of this Agreement shall control and be given priority, and the provisions of the Appendices shall be subject to the terms of the Articles. This Agreement contains the entire agreement between the parties and supersedes all prior agreements, whether oral or written, between the parties with respect to the subject matter of this Agreement. Neither party will be bound by or be deemed to have made any representations, warranties, commitments or other undertakings with respect to the subject matter of this Agreement that are not contained in this Agreement.

Section 1.2 - *Term*. The term of this Agreement shall be for three (3) years from January 1, 2017 through December 31, 2019, unless sooner terminated pursuant to the terms of this Agreement. This Agreement may be renewed for two additional three (3) year terms, with each 3-year term exercisable upon the City and Operator's mutual agreement. Operator shall give at least nine (9) months' notice to Owner prior to the then-term's termination date if it does not wish to renew or of any changes in terms it may request for renewal. Owner shall have six (6) months to respond and/or negotiate with Operator regarding any such purposed changed terms.

Section 1.3 - *Relationship of the Parties*. Operator has been retained by Owner as an independent contractor to operate, maintain and manage the Project on behalf of Owner, in accordance with Prudent Utility Practice and the requirements of the applicable Project Agreements and Laws. Owner has delegated to Operator overall responsibility for operating, maintaining and managing the Project to ensure that the Project is available to produce electric energy for sale by Owner and meets all requirements under the applicable Project Agreements. Neither Operator nor any of its employees, subcontractors or agents shall be deemed to have any other status, except that Operator is the agent of Owner to the limited extent that this Agreement expressly grants Operator the authority to act on behalf of Owner.

Section 1.4 - *Representatives*. Owner and Operator shall each designate a representative ("Designated Representative") to act on its behalf in overseeing the performance of this Agreement. Owner and Operator may change their respective Designated Representatives upon written notice to the other party given as provided in this Agreement. Designated Representatives shall be the primary means for communication and all other interactions between Owner and Operator that are required under this Agreement. Designated Representatives shall each use best efforts to cooperate and communicate in a timely manner.

## ARTICLE 2 DEFINITIONS

Section 2.1 - *Definitions*. Unless otherwise required by the context in which a defined term appears, the following terms shall have the meanings specified in this Article 2. Terms that are defined in other Articles shall have the meanings given to them in those Articles.

"Annual Budget" has the meaning set forth in Section 6.2(a).

"Annual Project Operating Plan" has the meaning set forth in Section 6.2.

"Bankruptcy" means a situation in which (i) a party's actions under applicable debtor relief laws demonstrate an inability to pay its debts as they mature or a need for protection from its creditors; (ii) a court of competent jurisdiction approves a petition filed against a party, which petition sought relief for the party's creditors, and the action of the court remains in effect for an aggregated period of 60 days (whether or not consecutive); (iii) a party admits in writing its inability to pay its debts as they mature; (iv) a party gives notice to any person or entity of its current (or pending) insolvency or suspension of operations; or (v) a party makes an assignment for the benefit of creditors or takes other similar action for the protection or benefit of its creditors.

"Business Day" means any day other than a Saturday, Sunday or other day on which commercial banks are authorized or required to close in the State of New Hampshire.

"Contract Year" means: (i) for the first Contract Year, that period from the date of this Agreement to and including December 31 of such year; and (ii) for each Contract Year thereafter, the calendar year.

"Effective Date" means January 1, 2017.

"Fiscal Year" means July 1 through June 30

"Five-Year Budget" has the meaning set forth in Section 6.2(d).

"Force Majeure Event" means an event, condition or circumstance beyond the reasonable control of, and not due to the fault or negligence of, the party affected, and which could not have been avoided by due diligence and use of reasonable efforts, which prevents the performance by such affected party of its obligations hereunder; provided, that a "Force Majeure Event" shall not be deemed to have occurred or to be continuing unless the party claiming Force Majeure complies with the requirements of Section 15.3 (*Force Majeure*). Subject to the foregoing, "Force Majeure Event" shall include, as to either party, explosion and fire (in either case to the extent not attributable to the negligence of the affected party), flood, earthquake, storm or other natural calamity or act of God, strike or other labor dispute, war, insurrection or riot, actions or failures to act by governmental entities or officials, failure to obtain governmental permits or approvals (despite timely application therefor and due diligence) and changes in laws, rules, regulations, orders or ordinances affecting operation of the Project, which events were not pending on the date of this Agreement.

"Gross Revenue" shall mean the total revenue of the Project in the preceding quarter from the sale, trade or auction of electricity, capacity and Renewable Energy Certificates ("RECs") and shall include electricity, capacity and RECs which are sold, traded and/or auctioned during the calendar year even if the payment is not received until after the

calendar year. It is understood that REC payments typically are made four to six months after they are created (i.e. Gross Revenue for the second three months of the calendar year, April, May and June, shall include REC revenues from generation during the last three months of the prior calendar year, October, November and December).

"Hazardous Materials" means any petroleum or petroleum products, radioactive materials, asbestos in any form that is or could become friable, urea formaldehyde foam insulation, transformers or other equipment that contain dielectric fluid containing polychlorinated biphenyls and any other chemicals, materials or substances which are now or hereafter become defined as or included in the definition of "solid wastes," "hazardous substances," "hazardous wastes," "hazardous materials," "extremely hazardous substances," "restricted hazardous wastes," "toxic substances" or "toxic pollutants", "contaminant" or "pollutant" under, or are regulated or become regulated as such by Law.

"Law or Laws" means all applicable laws, statutes, codes, acts, treaties, ordinances, orders, judgments, writs, decrees, injunctions, rules, regulations, approvals, licenses, permits and directives of all governmental authorities.

"Operating Manuals" means the operating data, design drawings, specifications, vendors' manuals, warranty requirements, procedures (including those for maintenance of the Project and environmental and safety compliance), and similar materials with respect to the Project.

"Project" means the two run-of-river hydropower facilities located in Nashua, NH on the Nashua River, Mine Falls and Jackson Mills. Project and related assets, together with other facilities and related assets, constructed on certain real property in Nashua, New Hampshire.

"Project Agreements" means the agreements relating to the Project, including any Power Purchase Agreement, Interconnection Agreement, this Agreement and all other agreements applicable to the Project, permits, and licenses required for the operation, maintenance and management of the Project, as identified in Appendix D, as updated from time to time by Owner.

"Prudent Utility Practice" means (i) any of the practices, methods, and acts engaged in or approved by a significant portion of the hydroelectric generation industry in New England during the relevant time period, and/or (ii) practices, methods and acts that, in the exercise of reasonable judgment on the facts known (or that reasonably should have been known) at the time a decision was made, could have been expected to accomplish the desired result at a reasonable cost consistent with good business practices, reliability, safety and expedition. In all circumstances, Prudent Utility Practice shall comply with then-applicable Laws.

"Reference Rate" means the rate published in the Money Rates table of The Wall Street Journal, from time to time, as the "prime rate", plus 1%.

"Reimbursable Costs" has the meaning set forth in Section 5.3.

"Services" has the meaning set forth in Article 3.1.

### ARTICLE 3 SERVICES

Section 3.1 - *Scope of Services*. Operator shall (i) operate, maintain and manage the Project on behalf of Owner as described in this Agreement, including Appendix A and (ii) also perform the specific duties set forth in this Agreement if they are not otherwise required by the standards defined in Section 3.2 (collectively, "Services").

Section 3.2 - *Standards for Performance of the Services*. Operator shall perform the Services, in a prudent, reasonable, and efficient manner and in accordance with (i) Operating Manuals and applicable vendor warranties, (ii) the applicable Annual Project Operating Plan and Annual Budget, (iii) all applicable Laws, (iv) Prudent Utility Practices, (v) the Project Agreements, and (vi) all insurance policies specified in Article 9 of this Agreement. Operator shall use all reasonable efforts to optimize the useful life of the Project and to minimize Reimbursable Costs and Project outages or other unavailability.

Section 3.3 - *Operator's Personnel Standards*. Operator shall provide as reasonably necessary all labor and professional, supervisory and managerial personnel as are required to perform the Services. Such personnel shall be qualified to perform the duties to which they are assigned and shall meet any requirements for Project personnel under the Project Agreements. All individuals employed by Operator to perform the Services shall be employees of Operator, and their working hours, rates of compensation and all other matters relating to their employment shall be determined solely by Operator (subject to Owner's approval rights with respect to the Annual Budget). With respect to labor matters, hiring personnel, and employment policies, Operator shall comply with all applicable Laws. Operator also shall act in a reasonable manner that is consistent with the intent and purpose of this Agreement and with Operator's acknowledgment (hereby given) that Operator has no authority to enter into any contracts with respect to labor matters that purport to bind or otherwise obligate Owner.

Section 3.4 - *Compliance*. Operator shall comply with all Laws applicable to the operation, maintenance and management of the Project and the performance of the Services. Operator shall apply for and obtain, and Owner shall provide reasonably necessary assistance to Operator in applying for and obtaining, all necessary permits, licenses and approvals (and renewals of the same) required to allow Operator to perform the Services in the jurisdictions where the Services are to be performed. Operator shall assist Owner, to secure exemptions, permits, licenses, and approvals (and renewals of the same) that Owner is required or desires to obtain from or file with any governmental agency regarding the Project. Operator shall also assist Owner in connection with Owner's compliance with reporting requirements under the Project Agreements, applicable Laws or any other agreement to which Owner is a party relating to the Project.

Such assistance shall include providing reports, records, logs and other information that Owner may reasonably request as to the Project or its operation. Operator also shall file such reports, notices, and other communications as may be required by any governmental agency regarding the Project. Owner shall review and approve all such filings prior to submittal.

Section 3.5 - *Operating Records and Reports*. Operator shall maintain and update, as necessary, at a location acceptable to Owner, all documents provided to the Operator by Owner or in the Operator's possession at the start of this Agreement, or in the case of Mine Falls, following the City's acquisition of the facility, including the Project Operating Manuals, records, and reports that document the operation and maintenance of the Project, all in form and substance sufficient to meet Owner's reporting requirements under the Project Agreements. Operator shall maintain current revisions of drawings, specifications, lists, clarifications and other materials related to operation and maintenance of the Project provided to Operator by Owner and vendors.

Section 3.6 - *No Liens or Encumbrances*. Operator shall maintain the Project free and clear of all liens and encumbrances resulting from any action of Operator or work done at the request of Operator.

Section 3.7 - *No Action*. Except where such action is expressly permitted by this Agreement, Operator shall not take any action that would cause a default under any Project Agreement.

Section 3.8 - *Emergency Action*. If an emergency endangering the safety or protection of persons, the Project, or property located near the Project occurs, Operator shall take all necessary action to attempt to prevent or mitigate any such threatened damage, injury or loss and notify Owner as soon as safely possible. Operator shall make reasonable efforts to minimize any cost associated with remedial action in case of such an emergency.

Section 3.9 - *Action in Extraordinary Circumstances*. In the event that

- (A) the Project or major Project equipment suffers an unplanned outage (or Operator reasonably believes that such an occurrence is imminent), and
- (B) Operator has made reasonable, but unsuccessful, efforts to notify and communicate with Owner regarding such occurrence or imminent occurrence in accordance with the terms of this Agreement, then Operator shall
  - (i) take all necessary action to prevent or to mitigate such unplanned outage,
  - (ii) make reasonable efforts to minimize any cost associated with such remedial action,
  - (iii) continue to attempt to notify and communicate with Owner regarding the occurrence and the remedial action, and
  - (iv) shall not expend for such purposes more than an aggregate of \$10,000 per incident, unless such expenditures would prevent further expenses or losses that would exceed the expenditure cost.

ARTICLE 4  
OWNER RESPONSIBILITIES

Section 4.1 - *Information*. Owner shall provide Operator with all vendor manuals, spare parts lists, Project data books and drawings which are provided to Owner pursuant to any Project Agreement or by any contractor responsible for construction, installation, repair or maintenance of the Project or a part thereof. Subject to the standards of performance set forth in Section 3.2, Operator shall be entitled to rely upon such information in performance of the Services. Owner shall also provide Operator with copies of all Project Agreements and any amendments thereto and any other documents that define the Project's operating requirements.

Section 4.2 - *Overhaul of Major Equipment and Capital Improvements*. The cost of all major equipment teardowns and overhauls and all capital improvements shall be the responsibility of Owner. Operator shall promptly notify Owner in writing of any such teardowns and overhauls of major equipment or capital improvements that Operator believes are necessary or advisable together with a proposed schedule and budget for completing such repairs or improvements. To the extent reasonably possible, the costs of all major equipment teardowns and overhauls and all capital improvements shall be incorporated into the applicable Annual Budget. If such costs have been incorporated into the applicable approved Annual Budget, or if Owner has otherwise consented in writing to reimburse Operator for such costs, Operator shall schedule, coordinate, assist Owner in contracting for and oversee the performance of such activities. Operator also shall be responsible for monitoring and enforcing contract compliance by the contractor performing such work, including taking such steps, short of litigation, to enforce any warranties granted to Owner by such contractor.

Section 4.3 - *Annual Budget and Project Operating Plan*. In accordance with Article 6, Owner shall be responsible for approval of the Annual Budget, the Annual Project Operating Plan and the Five-Year Budget.

Section 4.4 – *Owner Contracting Party* As owner of the Project, Owner shall be the entity named on all contracts, agreements, regulatory correspondence and other legal or necessary documents in relation to the Project. Owner, at its sole discretion, may name Operator as its designee to act on its behalf to take such action as necessary to ensure continued operation of the Project. Prior Owner approval is required for contracts relating to the Project of over (Ten Thousand Dollars) \$10,000.

ARTICLE 5  
COMPENSATION AND PAYMENT

Section 5.1 - *Payments*. As compensation to Operator for performance of the Services hereunder, Owner shall pay Operator an Administrative fee as specified in Appendix B. In addition, Owner shall (at Owner's Option) either (i) reimburse Operator, in the manner and at the times specified in this Article 5 and Appendix B, as modified

from time to time, for all Reimbursable Costs or (ii) pay such Reimbursable Costs directly to the applicable third parties.

Section 5.2 - *Administrative Fee*. Refer to Appendix B which is incorporated herein.

Section 5.3 - *Reimbursable Costs*. Owner shall reimburse Operator for the costs set forth in Appendix B (collectively, the "Reimbursable Costs"). Owner's obligation under this provision is subject to (i) Owner's express approval of the costs as part of an Annual Budget or separately in writing, or (ii) Operator incurring costs in accordance with Section 3.8 (*Emergency*), 3.9 (*Extraordinary Circumstances*). Expenditures made by Operator in excess of the Annual Budget that are required to comply with any Law applicable to the Services or to the Project, shall be approved and reimbursed by Owner. Subject to Owner's right to modify the provisions of this Section 5.3 from time to time upon the reasonable request of the Lenders, Owner shall pay Reimbursable Costs as follows:

(a) Operator shall not incur Reimbursable Costs unless they are incurred in accordance with the applicable Annual Budget, or are permitted by Sections 3.8 (*Emergency*), 3.9 (*Extraordinary Circumstances*). If Operator becomes aware that Reimbursable Costs exceed or will exceed the amount provided in the applicable Annual Budget by 5% or more, Operator shall use all reasonable efforts to notify Owner within ten (10) days and shall not, without Owner's approval to amend the applicable Annual Budget or Owner's authorization for Operator to make such expenditure, perform any further Services that will cause or increase a budget overrun, except as provided in 3.8 (*Emergency*), 3.9 (*Extraordinary Circumstances*). If Owner refuses to authorize expenditures in excess of the Annual Budget, Operator shall be relieved of those duties or obligations of this Agreement that cannot be performed without the expenditures Owner refuses to approve.

(b) In all cases, Operator shall use reasonable commercial efforts to mitigate any adverse effect from Owner's refusal to authorize expenditures in excess of the Annual Budget. Owner's reimbursement of any cost related to the Services shall not be construed as Owner's approval or acceptance of the Services.

Section 5.4 - *Adjustments and Conditions*. Notwithstanding the payment of any amount pursuant to the foregoing provisions, Owner shall remain entitled to conduct a subsequent audit and review of all Reimbursable Costs incurred and paid by Owner and of any supporting documentation for a period of three (3) years after the applicable Contract Year. If such audit and review shows that any amount previously paid by Owner to Operator did not constitute a Reimbursable Cost, Owner may (a) recover such amount from Operator, plus interest at the Reference Rate, calculated from the date the audit commenced, or (b) deduct such amount from any payment that thereafter may become due to Operator.

Section 5.5 - *Billing and Payment*. Within 15 days following the end of each month, Operator shall submit the receipts and disbursements showing Reimbursable

Costs for such month in accordance with Subsection 5.2(a). Administrative fee shall be billed quarterly in the March, June, September and December invoices. REC payments are not made until six months after they are created (i.e. RECs created in January, February and March are not sold until September) Within 30 days after receipt of any such invoice, Owner shall:

(a) Pay Operator the sum specified in such invoice, less (i) any amounts previously deposited with Operator relating to such invoice, and (ii) any portion of such invoice amount that Owner disputes in good faith or is permitted to offset under this Agreement; and

(b) With respect to any disputed portion of such invoice, provide Operator with a written statement explaining, in reasonable detail, the basis for such dispute. The parties shall attempt to resolve any such disputed portion in accordance with Article 14.

## ARTICLE 6 PROCEDURES, PLANS AND REPORTING

### Section 6.1 - *Annual Project Operating Budget and Plan*

(a) Proposal. On or before March 1st of each Contract Year, Operator shall prepare and submit to Owner a proposed budget for the next Fiscal Year, an example of which is attached to Appendix C of this Agreement. The proposed budget shall include separate operating and capital budgets. The proposed budget shall also set forth, in detail acceptable to Owner, (i) anticipated operations, repairs and capital improvements, (ii) maintenance and overhaul schedules, (iii) planned procurement (including equipment, spare parts, and consumable inventories), (iv) labor costs, (v) administrative activities, and (vi) other work proposed to be undertaken by Operator, together with an itemized estimate of all Reimbursable Costs to be incurred. Each proposed budget shall be accompanied by a proposed operating plan for the same fiscal year setting forth the assumptions and implementation plans underlying the proposed budget. Any actions to be performed by Operator under the proposed operating plan shall be consistent with Operator's obligations set forth in this Agreement.

(b) Adoption. Owner shall review Operator's proposed budget and operating plan within 30 days following receipt of the proposals. Owner may, by written request, propose changes, additions, deletions and modifications to the proposals. If requested by Operator, Owner shall provide Operator any cost information in Owner's possession from previous Contract Years applicable to items in the proposed budget. Owner and Operator will then meet and use their reasonable commercial efforts to agree upon a proposed final budget and a final plan (the "Annual Budget" and "Annual Project Operating Plan", respectively). The proposed Final Budget is subject to review and edits by the Owner's Board of Aldermen and shall become final as adopted by the Owner through its annual budget process. Except to the extent that the terms of Sections 3.8 and 3.9 permit Operator to take actions which are outside the final Annual Budget without the consent of Owner, the final Annual Budget and Annual Project Operating Plan shall remain in effect throughout the applicable Contract Year(s), subject to revisions and amendments proposed by either party and consented to in writing by the Owner.

(c) Changes. Operator shall notify Owner as soon as reasonably possible of any significant deviations or discrepancies from the projections contained in the Annual Budget or Annual Project Operating Plan.

(d) Five-Year Budget. On or before March 1 of each Contract Year, Operator shall prepare and submit to Owner a proposed budget for the next 5 Fiscal Years or the remaining term of the Agreement, whichever period is shorter, an example of which is attached to Appendix C of this Agreement. The proposed five-year budget shall be established on a Fiscal Year basis and shall include separate operating and capital budgets. The proposed five-year budget shall also set forth, in detail acceptable to Owner, (i) anticipated operations, repairs and capital improvements, (ii) maintenance and overhaul schedules, (iii) planned procurement (including equipment, spare parts, and consumable inventories), (iv) labor costs, (v) administrative activities, and (vi) other work proposed to be undertaken by Operator, together with an itemized estimate of all Reimbursable Costs to be incurred, accompanied by the underlying assumptions and implementation plans of the proposed five-year budget. Owner shall review Operator's proposed five-year budget within 60 days following receipt of the proposal. Owner may, by written request, propose changes, additions, deletions and modifications to the proposals. Owner and Operator will then meet and use their reasonable commercial efforts to agree upon a final five-year budget (the "Five-Year Budget"). If a final Five-Year Budget is not approved in its entirety by both parties, the proposed five-year budget submitted by Operator, together with Owner's final suggested changes, additions, deletions and modifications shall serve as the Five-Year Budget. The Five-Year Budget shall be used only for planning and comparison purposes, and shall not constrain Operator in its actions or expenditures, provided, however, that Operator shall be required to conform in its operations to the Annual Budget and Annual Project Operating Plan as provided in this Agreement.

Section 6.3 - *Operating Data and Records*. Operator shall monitor and record all operating data and information that (i) Owner must report to any person or entity under any Project Agreement, (ii) Owner must report to any government agency or other person or entity under applicable Laws and (iii) Owner reasonably requests. Operator shall report required or requested operating data and information to Owner as specified by Owner to support monthly invoicing under the Project Agreements, and within 15 days following a request by Owner. Operating data to be reported include information from operating logs, meter and gauge readings and maintenance records.

Section 6.4 - *Accounts and Reports*. Operator shall cooperate with Owner in complying with reporting requirements set forth in the Project Agreements and shall, during the term of this Agreement, furnish or cause to be furnished to Owner the following reports concerning the Project operations and the Services:

(a) Monthly Reports. Within fifteen (15) Business Days following the last day of each calendar month, Operator shall submit: (i) a progress report, in detail acceptable to Owner, covering all activities during such month with respect to operations and maintenance (including information regarding the amount of electric energy generated, hours of operation, availability, outages, accidents and emergencies), capital improvements, labor, other significant matters, and Services. The monthly report shall

include a comparison of such items to the corresponding values for the preceding month and for the corresponding portion of the previous Contract Year, a listing of any significant operating problems along with immediately planned remedial actions, and a brief summary of major activities planned for the next reporting period, and (ii) a statement setting forth all Reimbursable Costs paid or incurred in such month, which statement shall itemize, in detail acceptable to Owner, the computation of such Reimbursable Costs and shall state whether or not the Project operations have conformed to the applicable Annual Project Operating Plan and Annual Budget during such reporting period and if not, the extent and reasons for any deviation and the planned remedial action. An example of this report is attached to Appendix C of this Agreement.

(b) Litigation, Permit Lapses. Upon obtaining knowledge thereof, Operator shall promptly notify Owner in writing of: (i) any event of default under any of the Project Agreements; (ii) any litigation, claims, disputes or actions, threatened or filed, concerning the Project or the Services; (iii) any refusal or threatened refusal to grant, renew or extend (or any action pending or threatened that might affect the granting, renewal or extension of) any license, permit, warranty, approval, authorization or consent relating to the Project or the Services; and (iv) any dispute with any governmental authority relating to the Project or the Services.

(c) Other Information. Operator shall promptly submit to Owner any material information concerning new or significant aspects of the Project's activities and, upon Owner's request, shall promptly submit any other information concerning the Project or the Services.

Section 6.5 - *Additional Communications.* Operator shall communicate certain additional events specified in Appendix C to Owner and third parties in accordance with the communication protocols set forth in Appendix C to this Agreement.

## ARTICLE 7 LIMITATIONS ON AUTHORITY

Section 7.1 - *General Limitations.* Notwithstanding any provision in this Agreement to the contrary, unless previously approved by Owner in writing or through Owner's approval of the Annual Budget, or modifications thereto, Operator and any employee, representative, contractor or other agent of Operator are prohibited from taking the specified actions with respect to the matters indicated below.

(a) Disposition of Assets. Sell, lease, pledge, mortgage, convey, or make any license, exchange or other transfer or disposition of any property or assets of Owner, including any property or assets purchased by Operator where the purchase cost is a Reimbursable Cost;

(b) Contract. Make, enter into, execute, amend, modify or supplement any contract or agreement (i) on behalf of, in the name of, or purporting to bind Owner or (ii) that prohibits or otherwise restricts Operator's right to assign such contract or agreement to Owner at any time;

(c) Expenditures. Make or consent or agree to make any expenditure for equipment, materials, assets or other items which would be a Reimbursable Cost, except in conformity with the Annual Budget; provided, however, that solely in connection with actions taken by Operator pursuant to Sections 3.8 (*Emergency*), 3.9 (*Extraordinary Circumstances*), Operator may, without prior approval from Owner, make limited expenditures outside the Annual Budget in accordance with those provisions;

(d) Other Actions. Take or agree to take any other action that materially varies from the applicable Annual Project Operating Plan, Annual Budget or the requirements of any Project Agreement;

(e) Lawsuits and Settlements. Settle, compromise, assign, pledge, transfer, release or consent to the compromise, assignment, pledge, transfer or release of, any claim, suit, debt, demand or judgment against or due by, Owner or Operator, the cost of which, in the case of Operator, would be a Reimbursable Cost hereunder, or submit any such claim, dispute or controversy to arbitration or judicial process, or stipulate in respect thereof to a judgment, or consent to do the same;

(f) Liens. Create, incur or assume any lien upon the Project;

(g) Transactions on Behalf of Others. Engage in any other transaction on behalf of Owner or any other person or entity not expressly authorized by this Agreement or that violates applicable Laws, this Agreement or any Project Agreement; or

(h) Agreements. Enter into any agreement to do any of the foregoing.

Section 7.2 - *Execution Of Documents*. Any agreement, contract, notice or other document that is expressly permitted hereunder (or under written approval of Owner) to be executed by Operator shall be executed by the authorized representative of Operator or, subject to prior written notice to Owner, by such other representative of Operator who is authorized and empowered by Operator to execute such documents.

## ARTICLE 8 TERM AND TERMINATION

Section 8.1 - *Term*. See Section 1.2.

Section 8.2 - *Immediate Termination By Owner*. Subject to the terms of any Project Agreements, Owner may terminate this Agreement immediately (i) upon the Bankruptcy of Operator or (ii) upon the occurrence of a Force Majeure Event that is not remedied within 120 days of its initial occurrence. If the Agreement is terminated by Owner pursuant to Section 8.2(i) or 8.2(ii), Operator shall be compensated for all Reimbursable Costs incurred by Operator to and including the date of termination. In addition, if the Agreement is terminated by Owner pursuant to Section 8.2(ii), Operator shall be paid all unpaid Annual Administrative Fees to and including the date of termination.

Section 8.3 - *Termination Upon Notice By Owner*. Subject to the terms of any Project Agreements, Owner may terminate this Agreement upon 15 days prior written notice to Operator in the event (i) that Operator violates, or consents to a violation of, any

Laws applicable to the Services or the Project, where the violation has or may have a material adverse effect on the maintenance or operation of the Project or Owner's interest, and Operator does not cure such violation within 30 days (or, if not curable within 30 days, within such period of time as is reasonably necessary, but in no event more than 120 days, provided Operator diligently commences and pursues such cure and indemnifies Owner for all related costs, of whatever kind), or (ii) of a material breach by Operator in the performance of the Services, if Operator does not cure such breach within 30 days from the date of Operator's receipt of notice from Owner demanding cure (or, if not curable within 30 days, within such period of time as is reasonably necessary, but in no event more than 90 days, provided Operator diligently commences and pursues such cure and indemnifies Owner for all related costs, of whatever kind). If the Agreement is terminated by Owner pursuant to this Section 8.3, Operator shall be compensated for all Reimbursable Costs incurred by Operator and all unpaid Annual Administrative Fees to and including the date of termination.

Section 8.4 - *Other Termination Upon Notice By Owner*. Subject to the terms of any Project Agreements, Owner may terminate this Agreement with 2 months prior written notice to Operator, upon the occurrence of (a) a sale or transfer by Owner of its rights in the Project or a sale or transfer of all or substantially all of the assets of or interests in Owner, (b) Operator's Reimbursable Costs for Services exceeding 110% of the approved Annual Budget with respect to Reimbursable Costs, for any 2 consecutive Contract Years, where such overruns are the fault of, or due to the negligent operation of the Project by, Operator, or (c) a determination by Owner that, for any reason, it no longer intends to continue operation of the Project. If the Agreement is terminated by Owner pursuant to this Section 8.4, Operator shall be compensated for all Reimbursable Costs incurred by Operator and all unpaid Annual Administrative Fees to and including the date of such termination under this Section 8.4.

Section 8.6 - *Intentionally Omitted*.

Section 8.6 - *Termination By Operator*. Subject to the terms of any Project Agreements, Operator may terminate this Agreement for cause upon 15 days prior written notice to Owner in the event of: (i) Owner's Bankruptcy; or (ii) Owner's failure to perform in a timely manner any of its material obligations under this Agreement and such failure is not cured within 30 days of Owner's receipt of a written notice from Operator demanding cure (or, if not curable within 30 days, within such period of time as is reasonably necessary, but in no event more than 120 days, provided that Owner diligently commences and continues to pursue such cure).

Section 8.7 - *Project Condition At End Of Term*. Upon expiration or termination of this Agreement, Operator shall remove its personnel from the Project. Operator shall leave the Project in as good condition as it was on the Effective Date, normal wear and tear and casualty excepted. Operator shall be paid all unpaid undisputed Reimbursable Costs. All special tools purchased or created for the Project, improvements, inventory of supplies, spare parts, safety equipment, Operating Manuals, operating logs, records and documents maintained by Operator pursuant to Section 3.5 and any other items furnished on a Reimbursable Cost basis under this Agreement will be left at the Project and will

become or remain the property of Owner without additional charge, excepting those items identified in Schedule 8.7, attached to this agreement. Owner shall also have the right, in its sole discretion, to assume and become liable for any contracts or obligations that Operator may have undertaken with third parties in connection with the Services. Operator shall provide Owner with a status of the Services and any projects ongoing at the Project. Operator shall cooperate in taking all reasonable steps requested by Owner required to effect the assumption of the contracts, provided that Owner agrees to indemnify and hold harmless Operator for all liabilities arising out of events and obligations arising from the assumption of contract rights and obligations after the date of any such assumption. Operator shall use commercially reasonable efforts to cooperate with Owner or a succeeding operator to assure that the operation, maintenance and management of the Project are not disrupted.

Section 8.8 – *Termination provisions.*

(a) Audit. Owner shall remain entitled to conduct a subsequent audit and review of all costs incurred and paid by Owner pursuant to this Article, together with any supporting documentation requested by Owner, for a period of 3 years from and after the date of such payment. If, pursuant to such audit and review, it is determined that any amount previously paid to Operator did not constitute, in whole or in part, a reimbursable item pursuant to this Article, Owner may recover such amount from Operator plus interest at the Reference Rate calculated from the date such audit commences, or Owner may deduct or cause to be deducted such amount from any payment that may be due to Operator.

Section 8.9 – *Effect of Termination of this Agreement.* Upon termination of this Agreement, the provisions of this Agreement shall remain in effect only to the extent necessary (a) to provide for final billings and adjustments related to the period before termination with respect to the calculation and billing of any fees owed to the Operator that were incurred before the termination date, including but not limited to any Administrative fees owed in relation to revenues from the sale of RECs that were created before the termination date but have not yet been sold and (b) payment of any money due and owing any Party pursuant to this Agreement; provided, however, that such termination shall not affect or excuse the performance of any Party under any provision of this Agreement that by its terms survives any such termination.

Operator shall be responsible for the sale of any and all RECs created before the termination date, even if the sale occurs after the termination date. All sales of RECs hereunder shall be completed no later than one (1) year after termination.

ARTICLE 9  
INSURANCE

Section 9.1 - *Coverage.*

(a) Obligation to Obtain. Owner and Operator shall obtain and maintain the insurance set forth in Sections 9.1(b) and 9.1(c). Such insurance may be maintained under individual or blanket insurance policies.

(b) Operator Coverage. Operator shall maintain during the term of this Agreement insurance with limits and coverage provisions not less than the limits and coverage provisions set forth below:

(i) General Liability Insurance: \$5,000,000 liability coverage on an occurrence basis against claims for personal injury (including bodily injury and death), products/completed operations and property damage. Coverage to be on a primary non-contributory basis.

(ii) Automobile Liability Insurance: \$1,000,000 Combined Single Limit automobile liability coverage against claims for personal injury (including bodily injury and death) or property damage arising out of the use of all owned, leased, non-owned and hired motor vehicles, including loading and unloading, and containing appropriate no-fault insurance provisions where applicable.

■  
(iii) Workers' Compensation Insurance: Workers' Compensation coverage in compliance with the State of New Hampshire statutes, \$100,000/\$500,000/\$100,000.

Operator shall maintain in effect at all times during the performance under this contract all specified insurance coverage with insurers. None of the requirements as to types and limits to be maintained by Operator are intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Operator under this contract. The Owner shall not maintain any insurance on behalf of Operator. Operator sub-contractors are subject to the same insurance requirements as Operator and it shall be the Operator's responsibility to ensure compliance of this requirement.

All policies of insurance required to be maintained pursuant to Section 9.1(b) shall include a provision that bars any cancellation or reduction in coverage in a manner that affects the interests of Owner, without 30 days prior written notice to Owner, except for termination for non-payment of premium which shall require 10 days prior written notice to Owner. If the Operator fails to obtain insurance pursuant to Section 9.1(b), Owner has the option of placing the coverages listed above and naming the Operator as an additional insured at additional cost to the Operator

(c) Owner Coverage. Owner shall obtain all property and liability insurance policies customarily maintained for the protection of a hydroelectric project, and shall maintain such policies for the term of this agreement.

Section 9.2 - *Certificates.*

Operator will provide the Owner with certificates of insurance for coverage as listed below and endorsements affecting coverage required by the contract within ten calendar days after the Owner issues the notice of award. The certificates and endorsements for each insurance policy must be signed by a person authorized by the insurer and who is

licensed by the State of New Hampshire. The insurer must have a A.M. Best's rating of A or higher. General Liability, Employers' Liability and Auto Liability policies must name the City of Nashua as an additional insured and reflect on the certificate of insurance.

Operator is responsible for filing updated certificates of insurance with the Owner's Risk Management Department during the life of the contract.

- All deductibles and self-insured retentions shall be fully disclosed in the certificate(s) of insurance.
- All aggregates must be fully disclosed on the required certificate of insurance.
- The specified insurance requirements do not relieve Operator of its responsibilities or limit the amount of its liability to the Owner or other persons, and Operator is encouraged to purchase such additional insurance, as it deems necessary.
- Operator is responsible for and required to remedy all damage or loss to any property, including property of the City, caused in whole or part by Operator or anyone employed, directed, or supervised by Operator.

Section 9.3 - *Payment Of Deductible Amounts.* Notwithstanding which party hereto shall have purchased, or been responsible for the purchase of, any insurance in respect of the Project or otherwise referred to in this Agreement, Operator shall promptly pay to Owner any deductible amount related to any claim against or other cost to Owner covered under any such insurance policy which arose due to the gross negligence of Operator.

The parties agree that Operator shall have the status of and shall perform all work under this contract as an independent Operator, maintaining control over all its consultants, sub consultants, Operators, or subOperators. The only contractual relationship created by this contract is between the City and Operator, and nothing in this contract shall create any contractual relationship between the City and Operator's consultants, sub consultants, Operators, or subOperators. The parties also agree that Operator is not a City employee and that there shall be no:

- (1) Withholding of income taxes by the City;
- (2) Industrial insurance coverage provided by the City;
- (3) Participation in group insurance plans which may be available to employees of the City;
- (4) Participation or contributions by either the independent Operator or the City to the public employee's retirement system;
- (5) Accumulation of vacation leave or sick leave provided by the City;
- (6) Unemployment compensation coverage provided by the City.

ARTICLE 10  
INDEMNIFICATION AND LIABILITIES

Section 10.1 - *Indemnification.*

(a) Indemnification by Operator. Operator shall indemnify, defend and hold harmless Owner, the members thereof, and its respective officers, directors, employees, agents, and representatives (the "Owner Indemnified Parties"), from and against any and all claims (in whatever form and to the fullest extent permitted by law) arising out of or in any way connected with, but only to the extent of, any gross negligence, fraud or willful misconduct of Operator or anyone acting on Operator's behalf or under its instructions, in connection with this Agreement and Operator's obligations thereunder. Any costs or expenses incurred by Operator pursuant to its indemnity obligations under this Section 10.1(a), including the cost of deductibles with respect to the insurance maintained by Operator or Owner pursuant to Article 9 or losses in excess of such insurance coverage, shall not constitute a Reimbursable Cost under this Agreement.

(b) Indemnification by Owner. Owner shall indemnify, defend and hold harmless Operator, its officers, directors, employees, agents, and representatives (the "Operator Indemnified Parties") from and against any and all claims (in whatever form and to the fullest extent permitted by law) arising out of or in any way connected with, but only to the extent of, any gross negligence, fraud or willful misconduct of Owner or anyone acting on Owner's behalf or under its instructions (other than Operator and its suppliers, subcontractors, vendors, and their subcontractors and vendors and any employee or agent of the foregoing), in connection with this Agreement and Owner's obligations thereunder.

Section 10.2 - *Environmental Liability.*

(a) Operator Liability. Operator shall not be responsible for claims directly or indirectly related to hazardous materials present at the Project before the date of this Agreement, except to the extent Operator acted with respect to such materials in a grossly negligent manner. Owner shall defend, indemnify and hold Operator harmless against such claims, except to the extent such claims arise from Operator's grossly negligent or intentional acts.

(b) Owner Liability. Owner shall not be responsible for claims directly related to hazardous materials at the Project arising out of the grossly negligent or intentional acts of Operator. This provision of the Agreement shall not be construed to require Operator to take corrective action with respect to any hazardous materials at the Project before the date of this Agreement.

(c) Governmental Actions. If action is required at the Project to comply with any applicable environmental laws during the term of this Agreement, Owner (with Operator's assistance) shall be responsible for the costs of compliance. Costs for such compliance action shall be incurred by Operator only with Owner's prior written consent, unless a governmental authority requires Operator to incur such costs and expenses prior to obtaining such written consent.

ARTICLE 11  
LIMITATIONS OF LIABILITY

Section 11.1 - *Limitations Of Liability.*

(a) Consequential Damages. Notwithstanding any provision in this Agreement to the contrary, Operator and Owner each agree not to assert against the other any claim, demand or suit for consequential, incidental, indirect or special damages arising from any aspect of the performance or nonperformance of the other party or any third-party engaged by such other party under this Agreement, and each party hereto waives any such claim, demand or suit against the other in connection with this Agreement.

(b) Personal Liability Limited. Operator and Owner each understand and agree that there shall be absolutely no personal liability on the part of any of the members, partners, officers, employees, directors, agents, or authorized representatives of Owner or Operator for the payment of any amounts due hereunder, or performance of any obligations hereunder. Operator shall look solely to the assets of Owner for the satisfaction of each and every remedy of Operator in the event of any breach by Owner. Owner shall look solely to the assets of Operator for the satisfaction of each and every remedy of Owner in the event of any breach by Operator.

(c) Survival. The parties further agree that the waivers and disclaimers of liability, indemnities, releases from liability, and limitations on liability expressed in this Agreement shall survive termination or expiration of this Agreement, and shall apply at all times (unless otherwise expressly indicated), regardless of fault, negligence, strict liability, or breach of warranty of the party indemnified, released or whose liabilities are limited, and shall extend to the members, partners, principals, officers, employees, controlling persons, executives, directors, agents, authorized representatives, and affiliates of such party.

(d) Exclusivity. The provisions of this Agreement constitute Operator's and Owner's exclusive liability, respectively, to each other, and Operator's and Owner's exclusive remedy, respectively, with respect to the Services to be performed hereunder and Owner hereby releases Operator performing Services hereunder, and Operator hereby releases Owner performing its obligations hereunder, from any further liability.

ARTICLE 12  
TITLE, DOCUMENTS AND DATA

Section 12.1 - *Materials And Equipment.* Title to all materials, equipment, tools, supplies, consumables, spare parts and other items purchased or obtained by Operator on a Reimbursable Cost basis hereunder shall pass immediately to and vest in Owner upon the passage of title from the vendor or supplier thereof, provided, however, that such transfer of title shall in no way affect Operator's obligations as set forth in this Agreement.

Section 12.2 - *Documents.* All materials and documents prepared or developed by Operator, its employees, representatives or contractors in connection with the Project or performance of the Services, including all manuals, data, drawings, plans, specifications, reports and accounts, shall become Owner's property when prepared, and Operator, its

agents, employees, representatives, or contractors shall not use such materials and documents for any purpose other than performance of the Services, without Owner's prior written approval. All such materials and documents, together with any materials and documents furnished to Operator, its agents, employees, representatives, or contractors by Owner, shall be delivered to Owner upon expiration or termination of this Agreement and before final payment is made to Operator.

Section 12.3 - *Review By Owner*. All materials and documents referred to in Section 12.2 hereof shall be available for review by Owner (including its agents or advisors) at all reasonable times during development and promptly upon completion. All such materials and documents required to be submitted for approval by Owner shall be prepared and processed in accordance with this Agreement. However, Owner's approval of materials and documents submitted by Operator shall not relieve Operator of its responsibility for the correctness thereof or of its obligation to meet all requirements of this Agreement.

Section 12.4 - *Proprietary Information*. Where materials or documents prepared or developed by Operator or its agents, employees, representatives or contractors contain proprietary information, systems, techniques, or know-how acquired from third parties by Operator or others acting on its behalf, such persons or entities shall retain all rights to use or dispose of such information, provided, however, that Owner shall have the right to the same to the extent necessary for operation or maintenance of the Project and to disclosure pursuant to Law.

### ARTICLE 13 RESOLUTION OF DISPUTES

Section 13.1 - *Resolution Through Discussions*. If any dispute or difference of any kind (a "Dispute") arises between Owner and Operator in connection with, or arising out of, this Agreement, the Owner and Operator shall attempt to settle such Dispute in the first instance through discussions. The designated representatives of Owner and Operator shall promptly confer and exert their best efforts in good faith to reach a reasonable and equitable resolution of such Dispute.

Section 13.2 – *Choice of Law and Forum*.

(a) This Agreement is executed and intended to be performed in Nashua, New Hampshire and the laws of New Hampshire shall govern its construction, interpretation and effect.

(b) For any judicial proceeding arising from or related to any Dispute, each of the parties irrevocably consents and agrees that any legal action or proceedings with respect to this Agreement shall be brought in a court of competent jurisdiction in New Hampshire, and that, by execution of this Agreement, each party (i) accepts the exclusive jurisdiction of the aforesaid court, (ii) irrevocably agrees to be bound by any final judgment (after any and all appeals) of any such court, (iii) irrevocably waives, to the fullest extent permitted by law, any objection which it may now or hereafter have to the laying of venue of any suit, action, or proceedings with respect to this Agreement brought

in any such court, and further irrevocably waives, to the fullest extent permitted by law, any claim that any such suit, action, or proceeding brought in any such court has been brought in any inconvenient forum, (iv) agrees that service of process in any such action may be effected by mailing a copy thereof by registered or certified mail (or any substantially similar form of mail), postage prepaid, to such party at its notice address set forth herein, or at such other address of which the other party hereto shall have been notified and (v) agrees that nothing herein shall affect the right to effect service of process in any other manner permitted by law.

(c) Should any Dispute result in a judicial proceeding, each of the parties knowingly, voluntarily, and intentionally waives any right it may have to a trial by jury in respect of any such proceeding. Furthermore, each of the parties waives any right to consolidate any action in which a jury trial has been waived with any other action in which a jury trial cannot be or has not been waived.

Section 13.3 - *Continued Performance*. During the pendency of any Dispute, Operator and Owner shall continue to perform their obligations under this Agreement.

#### ARTICLE 14 MISCELLANEOUS PROVISIONS

Section 14.1 - *Assignment*. Neither this Agreement nor any interest herein may be assigned by either party without the prior written authorization of the other party. Any assignee must agree in writing to be bound by the terms and conditions of this Agreement.

Section 14.2 - *Access to Project*.

(a) Owner. Owner and its respective agents and representatives shall have access at all times to the Project and any documents, materials and records and accounts relating to Project operations for purposes of inspection and review. Upon the request of Owner, or its respective agents and representatives, Operator shall make available to such persons or entities and provide them with access to any operating data and all operating logs.

(b) Cooperation. During any such inspection or review of the Project, each of Owner, and its respective agents and representatives shall use its reasonable commercial efforts to cause authorized visitors to comply with Operator's safety and security procedures and to conduct such inspection and review in a manner which causes minimal interference with Operator's activities. Operator agrees to cooperate fully with Owner and its agents and representatives in providing requested information and documentation for the support of any financial or legal transactions associated with the Project.

Section 14.3 - *Force Majeure*. If either Owner or Operator is rendered wholly or partially unable to perform its obligations under this Agreement (other than payment obligations) due to a Force Majeure Event, the party affected by such Force Majeure Event shall be excused from whatever performance is impaired by such Force Majeure Event, provided that the affected party promptly, upon learning of such Force Majeure Event and ascertaining that it will affect its performance hereunder, (i) promptly gives notice to the other party stating the nature of the Force Majeure Event, its anticipated

duration, and any action being taken to avoid or minimize its effect and (ii) uses its reasonable commercial efforts to remedy its inability to perform. The suspension of performance shall be of no greater scope and no longer duration than that which is necessary. No obligations of either party which arose before the occurrence causing the suspension of performance and which could and should have been fully performed before such occurrence shall be excused as a result of such occurrence. The burden of proof shall be on the party asserting excuse from performance due to a Force Majeure Event.

Section 14.5 - *Amendments*. No amendments or modifications of this Agreement shall be valid unless evidenced in writing and signed by duly authorized representatives of both parties.

Section 14.6 - *Survival*. Notwithstanding any provisions herein to the contrary, the obligations set forth in Articles 7, 10, and 13, and the limitations of liabilities set forth in Article 11, shall survive in full force despite the expiration or termination of this Agreement.

Section 14.7 - *No Waiver*. It is understood and agreed that any delay, waiver or omission by Owner or Operator with respect to enforcement of required performance by the other under this Agreement shall not be construed to be a waiver by Owner or Operator of any subsequent breach or default of the same or other required performance on the part of Owner or Operator.

Section 14.8 - *Notices*. All notices and other communications (collectively "Notices") required or permitted under this Agreement shall be in writing and shall be given to each party at its address set forth in this Section 14.8 or at such other address as hereafter specified as provided in this Section 14.8. All Notices shall be (i) delivered personally or (ii) sent by electronic mail registered or certified mail (return receipt requested and postage prepaid), or (iii) sent by a nationally recognized overnight courier service. Notices shall be deemed to be given (A) when transmitted if sent by electronic mail (provided the transmittal is confirmed), or (B) upon receipt by the intended recipient if given by any other means. Notices shall be sent to the following addresses:

To Operator:

By mail:

Essex Power Services, Inc.  
c/o Essex Hydro Associates  
55 Union St. 4<sup>th</sup> Floor  
Boston, MA

By electronic mail:

Administrative or Legal issues: [alocke@essexhydro.com](mailto:alocke@essexhydro.com)

Operations/Maintenance: dsherman@essexhydro.com  
with a copy to: alocke@essexhydro.com

To Owner:

By mail:

City of Nashua  
Attention: Madeleine Mineau, Waterways Manager  
229 Main Street  
Nashua, New Hampshire 03060

With a copy to:

City of Nashua  
Office of Corporation Counsel  
Attention: Celia K. Leonard, Esq.  
229 Main Street  
Nashua, New Hampshire 03060

By electronic mail:  
mineaum@nashuanh.gov  
leonardc@nashuanh.gov

Section 14.9 - *Fines And Penalties*. If during the term of this Agreement any governmental or regulatory authority or agency assesses any fines or penalties against Operator or Owner arising from Operator's failure to operate and maintain the Project in accordance with applicable Laws without Owner's prior written consent, such fines and penalties shall be the sole responsibility of Operator and shall not be deemed a Reimbursable Cost.

Section 14.10 - *Representations And Warranties*. Each party represents and warrants to the other party that:

(a) such party has the full power and authority to execute, deliver and perform this Agreement and to carry out the transactions contemplated hereby;

(b) to the best of such party's knowledge, the execution, delivery and performance by such party of this Agreement, does not and will not materially conflict with any legal, contractual, or organizational requirement of such party; and

(c) there are no pending or threatened legal, administrative, or other proceedings that if adversely determined, could reasonably be expected to have a material adverse effect on such party's ability to perform its obligations under this Agreement.

Section 14.11- *Counterparts*. The parties may execute this Agreement in counterparts, which shall, in the aggregate, when signed by both parties constitute one instrument. Thereafter, each counterpart shall be deemed an original instrument as against any party who has signed it.

Section 14.12 - *Partial Invalidity*. If any term, provision, covenant or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the rest of this Agreement shall remain in full force and effect and in no way be affected, impaired or invalidated.

Section 14.13 - *Captions*. Titles or captions of Sections contained in this Agreement are inserted as a matter of convenience and for reference, and do not affect the scope or meaning of this Agreement or the intent of any provision hereof.

Section 14.14 - *Vendor's Warranties*. For Owner's benefit, Operator shall obtain from sellers of equipment, material, or services (other than the Services), warranties against defects in materials and workmanship to the extent such warranties are reasonably obtainable, and, to the extent of any such warranties actually obtained, Owner releases Operator from any further liability arising in respect of such equipment, material or services (other than the Services) to the extent such liability is covered by any such warranty. Operator itself shall not be liable for any such warranties, or for any defects or damage caused by such equipment, material or services (other than the Services). Upon Owner's request, Operator agrees to take such steps as are necessary, short of litigation, to enforce said warranties. Each such warranty shall be enforceable by Owner for Owner's benefit or assignable by Operator to Owner without any further action or consent by or on the part of any third party. Unless otherwise requested, Operator shall administer such warranties and immediately notify Owner of any defects discovered or suspected that may be covered by such warranties. When requested, Operator shall assign any such warranty to Owner and assist Owner with the administration and enforcement of such warranty, or, if such warranty is not assignable to Owner, assist Owner with the administration and enforcement of such warranty.

Section 14.15 - *Fiscal Contingency*. All payments under this contract are contingent upon the availability to the Owner of the necessary funds. This contract shall terminate and the Owner's obligations under it shall be extinguished at the end of any fiscal year in which the Owner fails to appropriate monies for the ensuing fiscal year sufficient for the performance of this contract.

Nothing in this contract shall be construed to provide Operator with a right of payment over any other entity. Any funds obligated by the Owner under this contract that are not paid to Operator shall automatically revert to the Owner's discretionary control upon the completion, termination, or cancellation of the agreement. The Owner shall not have any obligation to re-award or to provide, in any manner, the unexpended funds to Operator, except for those payments which are owed to the Operator for all Reimbursable Costs incurred by Operator up to and including the date it is determined by the Owner that the necessary funds are not available (the "Lack of Funding Date"). Further, the Operator shall be paid unpaid Annual Administrative Fees to and including the Lack of Funding date. Operator shall have no claim of any sort to the unexpended funds following the Lack of Funding Date. I don't have a problem with the intent of this para., but I think poorly worded. It says that obligated funds will revert to the city, why if they're

obligated. Does it mean that our obligated funds can be used by the city to pay for other city obligations?

Section 14.16 – *Prohibited Interests*. Operator shall not allow any officer or employee of the Owner to have any indirect or direct interest in this contract or the proceeds of this contract. Operator warrants that no officer or employee of the Owner has any direct or indirect interest, whether contractual, noncontractual, financial or otherwise, in this contract or in the business of Operator. If any such interest comes to the attention of Operator at any time, a full and complete disclosure of the interest shall be immediately made in writing to Owner. Operator also warrants that it presently has no interest and that it will not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this contract. Operator further warrants that no person having such an interest shall be employed in the performance of this contract. If Owner determines that a conflict exists and was not disclosed to the Owner, it may terminate the contract at will or for cause in accordance with this Agreement.

In the event Operator (or any of its officers, partners, principals, or employees acting with its authority) is convicted of a crime involving a public official arising out or in connection with the procurement of work to be done or payments to be made under this contract, Owner may terminate the contract at will or for cause in accordance with this Agreement. Upon termination, Operator shall refund to the Owner any profits realized under this contract, and Operator shall be liable to Owner for any costs incurred by the Owner in completing the work described in this contract. At the discretion of Owner, these sanctions shall also be applicable to any such conviction obtained after the expiration or completion of the contract.

The rights and remedies of this section shall in no way be considered for be construed as a waiver of any other rights or remedies available to Owner under this contract or at law.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed this Agreement through their duly authorized officers as of the date set forth in the preamble to this Agreement.

**CITY OF NASHUA**

By: \_\_\_\_\_  
James W. Donchess, Mayor, Duly Authorized

**ESSEX POWER SERVICES, INC.**

By: \_\_\_\_\_  
Andrew Locke, Vice President, Duly Authorized

**APPENDIX A**  
**SCOPE OF SERVICES**

Operator shall perform each of the services listed in this appendix A in accordance with the standards required under section 3.2 of the agreement.

I. Administrative

1. General

Operator shall render such administrative services as required to conduct administrative liaison between the Project and the City, to compile any and all financial data required by the City, to provide all other services required by federal, state and local regulatory bodies or agencies, to provide such personnel services as necessary to administer operations of the Project and the sale of Project energy, capacity and related environmental attributes and to provide such other miscellaneous administrative services as the City shall require in the normal course of operating the Project.

2. Specific Responsibilities:

- a) Provide annual budget estimating costs associated with running the project.
- b) Provide project information for City financial statements (if necessary).
- c) Compile necessary financial and administrative data for FERC reporting purposes.
- d) With approval of the City, negotiate and sell the energy, capacity and environmental attributes of the project.
- e) Market and sell Project RECs
- f) Prepare FERC and New Hampshire DES required reports or filings for signature by the City and submission to the applicable agency
- g) Conduct liaison with FERC and New Hampshire DES regarding all Project issues.
- h) Monitor regulatory and state agencies to support on-going business activities.
- i) Provide monthly updates on the Project's operational performance including actual generation, revenues and 3<sup>rd</sup> Party Vendor costs billed directly to EPSI to the City's designated point of contact.

## II. Operations and Maintenance

### 1. General

Provide such supervisory, operating and maintenance services as required to insure that the Jackson Mills and Mine Falls (when purchase by the Owner) hydroelectric project is properly and reliably operated and maintained, that repairs are undertaken and completed in a timely fashion, that the Project is in compliance with all applicable laws, regulations, policies, orders and agreements of or with any court or regulatory agency of competent jurisdiction, and that output for the Project is maximized.

### 2. Specific Responsibilities:

- a) Hire, train and schedule operators.
- b) Determine periodic maintenance and capital requirements and supervise their implementation when authorized.
- c) Supervise repairs of a usual and customary nature.
- d) Provide operating, maintenance and repair personnel.
- e) Acquire necessary third party services and material for operating maintenance and repair tasks.
- f) Respond to any other event not in the ordinary course of business.
- g) Support or provide planning, design or oversight, project management of any capital or maintenance projects at the Project.

## III. Other

1. Perform such other tasks and services which the City may reasonably request from time to time in connection with operation of the Project.

**APPENDIX B**  
**COMPENSATION AND REIMBURSABLE COSTS**

A. Compensation. The compensation will be as follow:

Administrative fee: The administrative fee will be 10% of Gross revenue for the Project for generation up to 20,000,000kWhs and 20% of gross revenues for project generation for generation over 20,000,000 kWhs. The administrative fee payment shall be a minimum of \$90,000 for both Projects. The full minimum administrative fee only applies for full year ownership of both Jackson Mills and Mine Falls. Partial year ownership of Mine Falls is anticipated in the first year of this contract therefore fifty percent of the minimum administrative fee, \$45,000, would be adjusted on a pro-rated basis for the number of days the City owns the project.

Third party expenses will be billed at cost.

Labor costs will be paid according to the following hourly rates:

Assistant Operator: \$30/hr

Operator: \$50/hr

Supervisor \$60/hr

Manager: \$100/hr

President, VP or Treasurer: \$150/hr

President, VP/treasurer labor would only be charged for services beyond the scope of this agreement with authorization from Owner. No other labor costs such as taxes, bonuses, benefits, or travel reimbursement will be charged to owner.

All labor costs shall be adjusted annually by any increase or decrease in the change in the 12 month Northeast CPI from the prior year, starting on January 1, 2018.

B. Reimbursable Cost items shall be paid to Operator in accordance with the requirements of Articles 5 and 7. Reimbursable Costs include:

1. Spare and replacement parts
2. All material, tools and equipment necessary to operate and maintain the Project
3. Chemicals
4. Lubricants (including proper disposal costs)
5. Specialized instrumentation and calibration equipment
6. Rigging and handling equipment
7. Consumables and general supplies
8. Cleaning Supplies
9. Shop equipment installed in Project
10. Authorized leased equipment
11. Major equipment overhauls

12. Building repairs and maintenance (not resulting from Operator's actions).
  13. Consultants' fees and expenses, if incorporated in the Annual Budget or otherwise approved in advance by Owner.
  14. Contract Services, if incorporated in the Annual Budget or otherwise approved in advance by Owner.
  15. Software licenses and computer hardware needed to operate the projects
- C. The following will be Reimbursable Costs when specifically related to Project support:
1. Office supplies
  2. Office equipment and furniture
  3. Telephone and other communication service charges
  4. Freight and express mail charges
  5. Janitorial, cleaning, and grounds keeping services

All Services by Operator that support Project activities and all Reimbursable Costs shall be approved by Owner, through the Annual Budget or otherwise, prior to implementation by Operator.

**APPENDIX C**

**NOTICE AND COMMUNICATION PROTOCOLS**

Annual and 5-year budget templates

Annual Budget

Complete for Jackson Mills and Mine Falls individually

<b>Expenses</b>	
Hourly staff	
3 <sup>rd</sup> party invoices	
Administrative fee	
Trash service (dumpster)	
Phone/internet	
Port-o-potty service	
Electricity (purchased)	
NH DES dam registration fee	
GSHA membership	
Lease Payment (if applies)	
Capital improvements	
Regulatory	
Other (include detailed explanation)	
<b>Total anticipated expenses</b>	
<b>Anticipated Revenue</b>	
Energy	
Capacity	
Renewable Energy Credits	
<b>Total anticipated revenue</b>	
<b>Anticipated net profit</b>	

5-year budget  
 Complete for Jackson Mills and Mine Falls individually

	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Year 4</b>	<b>Year 5</b>
<b>Generation</b>					
<b>Price</b>					
<b>Electricity sales</b>					
<b>Capacity Payment</b>					
<b>RECs</b>					
<b>Total projected revenue</b>					
<b>O&amp;M expenses</b>					
<b>Capital Improvements</b>					
<b>Regulatory</b>					
<b>Total projected expenses</b>					
<b>Total projected net revenue</b>					

Monthly Report Template

Jackson Mills

Monthly Operations and Maintenance Report – 9/1/2016 – 9/30/2016

**Generation this month: 12,004 kWh      Historical September Generation: 159,897 kWh**

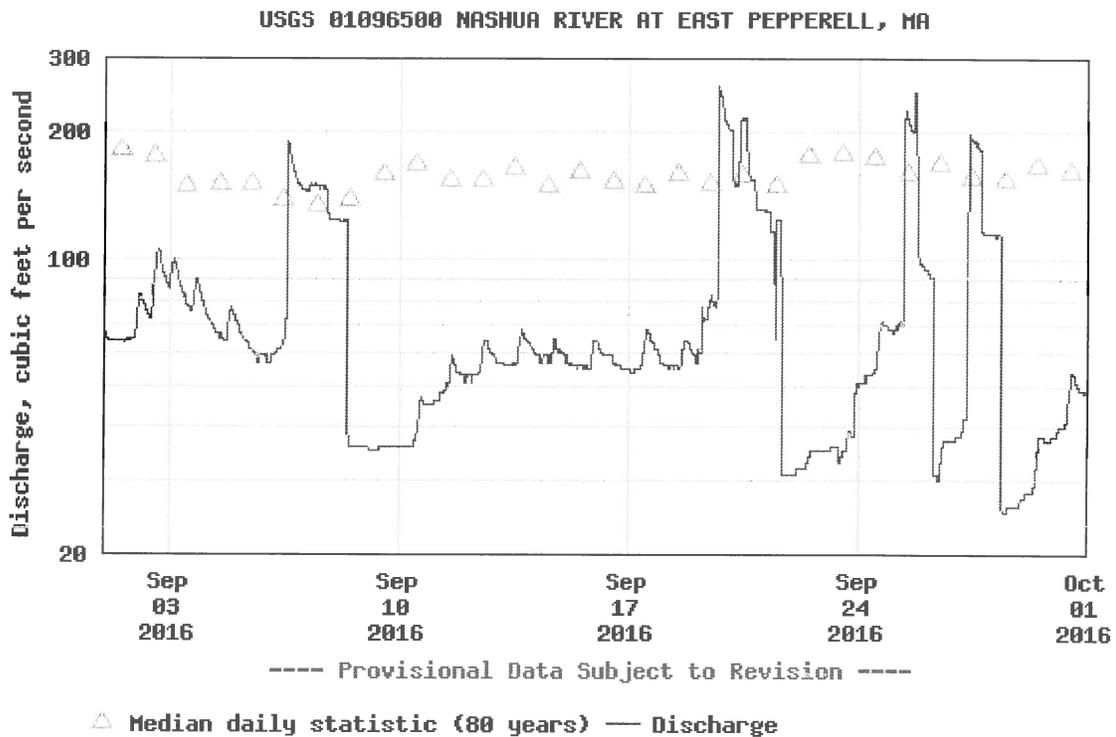
**Year to Date: 2,334,586 kWh      Historical Average YTD 3,318,547 kWh**

**Shut down / outage report:**

All outages were low river flow related

All Maintenance was completed during low river flows

River flows are regulated from a project in Pepperell, MA and are running well below the 80 year average. The Nashua turbine is not designed to run below a sustained 155 c.f.s. river flow for Run-of-River (ROR) operation.



**Maintenance or repairs performed:**

Troubleshoot the head gate hydraulics solenoid failure.

Purchased two solenoids. One for use and one for spare purposes.

Troubleshoot and replace blown capacitor breaker fuse.

Working on purchasing spare fuses. Still not ordered at this time will be ordered in October with delivery expected in Late October or early November.

Cooling water sand filter has required significant work. The baffle in the housing failed and then the sand-filter stainless steel container seam split. Considering modification of the system to allow removal of the sand filter. Installation of an auto-backflush of disk filters will be required at a cost of ~\$3,500 and we would want to increase the disk filters to a two inch size (from one inch). All in the cost for this modification would be ~ \$5,000 in parts and plus labor. A new sand-filter ss container runs approximately \$8,000 plus a similar labor component as the modification. Guessing the labor component would be 32 man-hours for the labor in either repair.

Troubleshooting the air compressor HMI video SCADA panel. Labor only

Installed a PLC control program to run the Air Compressor on a longer and more regular basis. The purpose is to remove the moisture from the compressor and tank. Ingersol Rand's option to perform this service and operation was not cost effective.

All other standard maintenance was performed per our work order system (see attached summary)

### **Regulatory:**

FERC/NHDES dam inspection and Dam Safety & Surveillance Monitoring Plan (DSSMP) modifications. Modified the DSSMP to include FERC requirements. Started working with H.L. Turner for final drawings for inclusion with the DSSMP and DSSMR. New approved DSSMP and DSSMR's required by March 2017.

Started working on additional FERC exhibit documents and exhibit drawings. Working on RFP for H.L. Turner and Hayner-Swanson to modify "Exhibit G" drawing.

### **Notes and observations:**

#### **October:**

Secure the upstream fishway passages for winter season

Complete the Cooling Water system modifications for fall and winter operation.

Order the spare capacitor breaker fuses

Work on modifying the Exhibit drawings and documents for FERC submission

**APPENDIX D**  
**PROJECT AGREEMENTS**

For both Jackson Mills and Mines Falls:

FERC license or license exemption

Interconnection agreement

NPDES or HYDRO GP permit, as required

NHDES water user registration and reporting

ISO-NE forward capacity market registration

NH PUC certification as REC eligible facility

Emergency Action Plan

Jackson only:

LIHI certification

Mine Falls only:

Power purchase agreement

**Schedule 8.7**

**Items owned by operator but stored at the Jackson Mills location**

1. One backup portable generator
2. Two ten tons screw jacks used for turbine work
3. Oxygen and acetylene tanks, regulator and cutting torch



# THE CITY OF NASHUA

*Financial Services*

*Purchasing Department*

*"The Gate City"*

November 10, 2016

Memo #17-075

TO: MAYOR DONCHESS  
FINANCE COMMITTEE

SUBJECT: PURCHASE OF DIGESTER HEAT EXCHANGER (VALUE: \$37,600)  
DEPARTMENT: 169 WASTEWATER; FUND: WASTEWATER

Please see the attached communication from Noelle Osborne, Wastewater Department Operations Supervisor, dated October 27, 2016 for the information related to this purchase.

Pursuant to **§ 5-84 Special purchase procedures** A. (5) Purchases from a sole manufacturer, where it is determined to be more efficient and economical to reduce costs of maintenance of additional repair parts, supplies or services.

The Wastewater Department Operations Supervisor, Board of Public Works (10/27/2016 meeting) and the Purchasing Department recommend this purchase in an amount of **\$37,600** to **Alfa Laval inc. of Richmond, VA.**

Respectfully,

Dan Kooker  
Purchasing Manager

Cc: N Osborne L Fauteux

## City of Nashua, Public Works Division

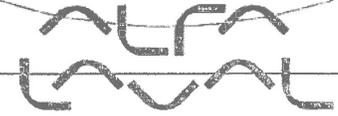
To: Board of Public Works Meeting Date: October 27, 2016  
From: Noelle Osborne, Plant Operations Supervisor  
Wastewater Department  
Re: Digester Heat Exchanger

**B Motion:** To approve the purchase in the amount of \$37,600 from Alfa Laval Inc. of Richmond, VA to supply one digester sludge heat exchanger (Asset ID: PDSHX2) for the primary digester. Funding will be through Department: 169 Wastewater; Fund: Wastewater; Account Classification: 71 Equipment.

**Discussion:** The heat exchanger located at the base of the primary anaerobic digester transfers heat from the boiler to the solids in the digester. This maintains the temperature of the digester to an optimal 99 degrees, which is best for decomposition of the solids and for gas production. The function of this digester reduces the volume of solid waste to the City by approximately 60%. It additionally allows us to classify our solids as "Class B" meaning we can land apply. Both of these are cost savings to the City. Currently this heat exchanger has no redundancy. The one online, which was purchased in 2011, developed a leak this year that was, fortunately, repairable and was welded. If this were to fail, the lead time on this product is close to five month and would have an astronomical financial impact to the City of Nashua

For these reasons, the Wastewater Department is proposing to purchase a second heat exchanger to have on hand in the event of failure. The new exchanger must match the size and capacity of the existing heat exchanger. Hence Alfa Laval is being sole sourced for this purchase.

September 2, 2016  
Alfa Laval Quote No. USRIMPL-1558



Alfa Laval Inc.  
5400 International Trade Drive  
Richmond, VA 23231

Tel: +1 804-222-5300  
Fax: +1 804-236-1364  
www.alfalaval.com

**Subject: Nashua, NH WTP  
Sludge Spiral Heat Exchanger**

Alfa Laval is pleased to provide this budgetary quotation for Spiral Heat Exchanger for the referenced Project.

**Sludge Spiral Heat Exchanger**

Alfa Laval Sludge Spiral Heat Exchanger with 150 ft<sup>2</sup> surface area, drop in replacement for Serial No. 30112-68233.

**Budget Price:** \$37,600 (for quantity one)

- Material of construction is carbon steel SA-516-70.
- Unit will be designed, Fabricated, Tested and Stamped in accordance with the ASME code Section VIII, Div 1.
- Qty. (2) 6" Carbon Steel 150# Flange, Sch. 40 Sludge Inlet and outlet nozzles.
- Qty. (2) 6" Carbon Steel 150# Flange, Sch. 40 Hot Water Inlet and outlet nozzles.
- 1" Sludge continuous coil channel spacing with no obstructions (pins) through the sludge channel. Tangential sludge entry to promote even disbursement of sludge across channel.
- Qty. (1) Hinged cover for easy access to sludge channel. The water side is welded closed.
- Qty. (1) 4" Cleanout port for easy access to sludge inlet.
- Qty. (2) 2" NPT Backflush connections on Sludge connections
- Qty. (8) 3/4" 3000# couplings (provisions for pressure and temp. gauges/sensors).
- 1 - 3/8" 3000# coupling drain per hot water channel spiral winding.
- Qty. (1) 1" 3000# coupling sludge side drain located at the lowest point in cover.
- Qty. (1) Hardcopy of approval drawing or electronic submittal and transmission.
- Qty. (1) Hardcopy of standard format data book and e-mail submission.
- Standard packaging for covered indoor storage up to 12 months.
- Standard paint system. Surface preparation includes sandblasting in accordance to SSPC-SP-6. External carbon steel surfaces, except machined surfaces of flanges, painted with

V  
21246

International Interlac 789 (single component modified alkyd primer/finish), 4.0 mil minimum, in Alfa Laval blue.

**Not included** in our pricing under this scope are the following:

- Piping, Valves, Temperature or Pressure Gauges
- Insulation
- Anchor bolts
- Field pressure tests
- Field performance tests
- Taxes, Bonds
- Unloading at job-site
- Installation
- Field applied paint

**Shipment:** 15-16 Weeks after receipt of approved drawings.  
Approval drawings shall be submitted 4 weeks ARO

**Validity:** Price is valid for 60 days

**Terms:** Subject to Alfa Laval Standard Terms and Conditions

**Payment:** 100% at shipment, Net 30 days from invoice.

**Freight:** FOB Jobsite. Freight is included in price.

#### **WARRANTY STATEMENT**

1. Warranty is twelve (12) months from startup or eighteen (18) months from shipment, whichever occurs first. Our warranty is for replacement parts only. Labor for installation is the responsibility of the owner. Alfa Laval will provide supervision at its sole discretion for replacement of major parts that fail under the warranty period.
2. Alfa Laval considers the equipment accepted and the warranty to begin:
  - Upon beneficial use of the equipment, or
  - Upon written acceptance of the equipment by the Owner, whichever comes first.

Thank you for this opportunity to provide our proposal for this project. Please feel free to contact me at the number shown below should you have any questions.

Best Regards,

Michelle Peel  
Alfa Laval, Inc.  
Process Technologies Division Sales Engineer  
Ph: 804-545-8319  
E-Mail: [michelle.peel@alfalaval.com](mailto:michelle.peel@alfalaval.com)