CHAIRMAN
Thomas B. Getz

COMMISSIONER
Clifton C. Below

EXECUTIVE DIRECTOR
AND SECRETARY
Debra A. Howland

THE STATE OF NEW HAMPSHIRE

PUBLIC UTILITIES COMMISSION
21 S. Fruit St., Suite 10
Concord, N.H. 03301-2429

Tel. (603) 271-2431

FAX No. 271-3878

TDD Access: Relay NH
1-800-735-2964

Website:
www.puc.nh.gov

BO

G + C 7/15/09
Item# 32F
Approved
Req# 101436 to
Work Obj# 350390

July 1, 2009

His Excellency, Governor John H. Lynch
and the Honorable Council
State House
Concord, NH 03301

REQUESTED ACTION

1. Authorize the Public Utilities Commission to award grant funds in the amount of $178,169 to the Construction Institute of New Hampshire, Vendor #156132, to train building professionals to build energy efficient homes, and to educate homeowners, municipalities and others about the benefits thereof, from Governor and Council approval through March 31, 2011. Funding is 100% Greenhouse Gas Emissions Reduction Fund.

2. Further authorize the PUC to make an advance payment of $29,106.00, 40% of the first phase of the grant award, upon Governor and Council approval.

Funding is available in account, Grants to Institutions – State, as follows with the authority to adjust encumbrances in each of the State fiscal years through the Budget Office if needed and justified:

02-81-81-811010-5453 Greenhouse Gas 125-O:23

	FY 2010	FY2011
010-081-5453-073-0579 Grants to Institutions	$151,818	$26,351

EXPLANATION

The Public Utilities Commission (PUC) is charged with administering the Greenhouse Gas Emissions Reduction Fund (GHGERF) created by RSA 125-O:23 to support energy efficiency, conservation and demand response programs aimed at reducing greenhouse gas emissions generated within New Hampshire. On February 23, 2009, the PUC issued the first of a series of Requests for Proposals (RFP) for programs to be funded by GHGERF grants. In response to the February RFP, the Commission received 84

proposals requesting a total of more than $50 million in grant funds. The Construction Institute of New Hampshire proposal and eight others have been chosen for funding at this time. Attachment A provides additional information on the grant review and award process.

With these grant funds, CINH, the education arm of the Home Builders and Remodelors Association of New Hampshire, will a) provide training to building professionals so that they can design, build and remodel New Hampshire homes to meet the National Green Building Standard™ thereby significantly reducing energy consumption and greenhouse gas emissions; and b) educate homeowners, buyers and occupants, as well as municipalities and the real estate, appraisal and banking industries, about the benefits of homes built to green standards.

Funds currently available in the GHGERF account, consisting solely of proceeds from quarterly auctions of carbon emission allowances, are approximately $6.7 million. The combined total of the nine awards for this round is $5,363,742. Along with $1.2 million transferred to the Stay Warm NH program administered by the Office of Energy and Planning in February, 2009 by legislative mandate, upon G&G approval of these nine awards, total grant expenditures to date will be $6,563,742. A second round of grant awards is anticipated in the near future.

In the event that GHGERF funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,

Thomas B. Getz

Thomas B. Getz
Chairman

ATTACHMENT A – GRANT REVIEW PROCESS

The PUC issued a Request for Proposals on February 23, 2009. The RFP was developed in consultation with the state's Energy Efficiency and Sustainable Energy Board, created by the legislature in 2008 "to promote and coordinate energy efficiency, demand response, and sustainable energy programs in the state."

The RFP was circulated electronically to a list of more than 300 individuals and organizations known to have an interest in energy policy and programs, including members of the Energy Efficiency and Sustainable Energy Board (EESE Board); posted on the PUC and Office of Energy and Planning websites; advertised in the Union Leader on February 28, April 1 and April 2; and announced via press release to major media outlets in the state.

The PUC formed a grant review committee to evaluate each of the 84 proposals that were submitted. The team consisted of four members of the PUC - Chairman Thomas Getz, Commissioners Clifton Below and Graham Morrison, and Jack Ruderman, Director, Sustainable Energy Division – plus Eric Steltzer of the Office of Energy and Planning, and Richard Ober of the New Hampshire Charitable Foundation. Mr. Ober also serves as the Chair of the EESE Board.

The proposals were broken down into eight separate categories[1] in order to allow for an "apples to apples" comparison. The proposals were then individually evaluated by the review committee using a list of thirteen criteria specified in the PUC administrative rules for the Greenhouse Gas Emissions Reduction Fund (Chapter 2600). The committee then met as a group on a regular basis to identify the strongest proposals within each category, and to assign an overall letter grade to each proposal based on the consensus of the group.

An initial group of nine proposals has been selected from the job development, monitoring and measurement, outreach and education, and revolving loan fund categories at this time. These "foundational" proposals were selected as a first step because they provide the foundation for other energy efficiency programs or projects or will assist in evaluating the benefits of such programs or projects. The committee is continuing to meet and anticipates selecting a second group of fifteen or more additional proposals for presentation to Governor and Council at future meetings.

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[1] The eight categories are: job development, monitoring and measurement, multi-objective, outreach and education, revolving loan fund, public entity, commercial entity, and non-profit/educational entity.

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

PROGRAM TITLE: Build Green NH Program

GENERAL PROVISIONS

1. Identification and Definitions.

1.1. State Agency Name Public Utilities Commission		**1.2. State Agency Address** 21 S. Fruit Street, Suite 10 Concord, NH 03301	
1.3. Grantee Name CINH / HBRANH		**1.4. Grantee Address** 119 Airport Road Concord, NH 03301	
1.5. Effective Date G&C approval	**1.6 Completion Date** 03/31/2011	**1.7. Audit Date**	**1.8. Grant Limitation** $178,169
1.9. Grant Officer for State Agency Jack Ruderman		**1.10. State Agency Telephone No.** 603-271-2431	
1.11. Grantee Signature Kendall L. Buck		**1.12. Name & Title of Grantee Signor** Kendall L. Buck, CAE Executive Vice President	

1.13. Acknowledgment: State of NH **, County of** Merrimack**, on** 6-24-09 **, Before the undersigned officer, personally appeared the person identified in block 1.11., known to me (or satisfactorily proven) to be the person whose name is signed in block 1.12., and acknowledged that _he_ executed this document in the capacity indicated in block 1.12.**

1.13.1 Signature of Notary Public or Justice of the Peace

SHARON D. WAYMAN
Notary Public - New Hampshire
My Commission Expires June 13, 2012

(Seal) Sharon D. Wayman

1.13.2. Name and Title of Notary Public or Justice of the Peace

Sharon D. Wayman, Notary Public

1.14. State Agency Signature(s) Thomas B. Getz	**1.15. Name & Title of State Agency Signor(s)** Thomas B. Getz, Chairman

1.16. Approval by Attorney General (Form, Substance and Execution)

By: **Assistant Attorney General, On:** 6/28/2009

1.17. Approval by the Governor and Council

DEPUTY SECRETARY OF STATE JUL 15 2009

2. SCOPE OF WORK: In exchange for grant funds provided by the State of New Hampshire, acting through the agency identified in block 1.1 (hereinafter referred to as "the State"), the Grantee identified in block 1.3 (hereinafter referred to as "the Grantee"), shall perform that work identified and more particularly described in the scope of work attached hereto as EXHIBIT A (the scope of work being hereinafter referred to as "the Project"). Except as otherwise specifically provided for herein, the Grantee shall perform the Project in the State of New Hampshire.

3. EFFECTIVE DATE; COMPLETION OF PROJECT.

3.1. This Agreement, and all obligations of the parties hereunder, shall become effective on the date in block 1.5 or on the date of approval of this Agreement by the Governor and Council of the State of New Hampshire whichever is later (hereinafter referred to as "the effective date").

3.2. Except as otherwise specifically provided for herein, the Project, including all reports required by this Agreement, shall be completed in its entirety prior to the date in block 1.6 (hereinafter referred to as "the Completion Date").

4. GRANT AMOUNT:MANNER OF PAYMENT: LIMITATIONS.

4.1. The Grant Amount is identified and more particularly described in EXHIBIT B, attached hereto.

4.2 The manner of, and schedule of payment shall be as set forth in EXHIBIT B.

4.3 In accordance with the provisions set forth in EXHIBIT B, and in consideration of the satisfactory performance of the Project, as determined by the State, and as limited by subparagraph 4.5 of these general provisions, the State shall pay the Grantee the Grant Amount. The State shall withhold from the amount otherwise payable to the Grantee those sums required, or permitted, to be withheld pursuant to N.H. RSA 80:7 through 7-c.

4.4. The payment by the State of the Grant amount shall be the only, and the complete payment to the Grantee for all expenses, of whatever nature, incurred by the Grantee in the performance hereof, and shall be the only, and the complete, compensation to the Grantee for the Project. The State shall have no liabilities to the Grantee other than the Grant Amount.

4.5 Notwithstanding anything in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made, hereunder exceed the Grant limitation set forth in block 1.8 of these general provisions.

5. SPECIAL CONDITIONS. Modifications to these General Conditions and any additional grant conditions shall be set forth in Exhibit C attached hereto.

6. COMPLIANCE BY GRANTEE WITH LAWS AND REGULATIONS. In connection with the performance of the Project, the Grantee shall comply with all applicable statutes, regulations, and orders of federal, state, county, or municipal authorities that impose any legal obligations or duty upon the Grantee, including the acquisition of any and all necessary permits.

7. RECORDS AND ACCOUNTS.

7.1. Between the Effective Date and the date seven (7) years after the Completion Date the Grantee shall keep detailed accounts of all expenses incurred in connection with the Project, including, but not limited to, costs of administration, transportation, insurance, telephone calls, and clerical materials and services. Such accounts shall be supported by receipts, invoices, bills and other similar documents.

7.2. Between the Effective Date and the date seven (7) years after the Completion Date, at any time during the Grantee's normal business hours, and as often as the State shall demand, the Grantee shall make available to the State all records pertaining to matters covered by this Agreement. The Grantee shall permit the State to audit, examine, and reproduce such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, data (as that term is hereinafter defined), and other information relating to all matters covered by this Agreement. As used in this paragraph, "Grantee" includes all persons, natural or fictional, affiliated with, controlled by, or under common ownership with, the entity identified as the Grantee in block 1.3 of these general provisions.

8. PERSONNEL.

8.1. The Grantee shall, at its own expense, contract for or provide all personnel necessary to perform the Project. The Grantee warrants that all personnel engaged in the Project shall be qualified to perform such Project, and shall be properly licensed and authorized to perform such Project under all applicable laws.

8.2. The Grantee shall not hire, and it shall not permit any subcontractor, subgrantee, or other person, firm or corporation with whom it is engaged in a combined effort to perform the Project, to hire any person who is a State officer or employee, elected or appointed.

8.3. The Grant Officer shall be the representative of the State hereunder. In the event of any dispute hereunder, the interpretation of this Agreement by the Grant Officer, and his/her decision on any dispute, shall be final.

9. DATA; RETENTION OF DATA; ACCESS.

9.1. As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs or data, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

9.2. Between the Effective Date and the Completion Date the Grantee shall grant to the State, or any person designated by it, unrestricted access to all data for examination, duplication, publication, translation, sale, disposal, or for any other purpose whatsoever.

9.3. No data shall be subject to copyright in the United States or any other country by anyone other than the State, unless otherwise specified in Exhibit C..

10. CONDITIONAL NATURE OR AGREEMENT. Notwithstanding anything in this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability or continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available or appropriated funds. In the event of a reduction or termination of those funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Grantee notice of such termination.

11. EVENT OF DEFAULT; REMEDIES.

11.1. Any one or more of the following acts or omissions of the Grantee shall constitute an event of default hereunder (hereinafter referred to as "Events of Default"):

11.1.1. failure to perform the Project satisfactorily or on schedule; or

11.1.2. failure to submit any report required hereunder; or

11.1.3. failure to maintain, or permit access to, the records required hereunder; or

11.1.4. failure to perform any of the other covenants and conditions of this Agreement.

11.2. Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

11.2.1. give the Grantee a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Grantee notice of termination; and

11.2.2. give the Grantee a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the Grant Amount which would otherwise accrue to the grantee during the period from the date of such notice until such time as the State determines that the Grantee has cured the Event of Default shall never be paid to the Grantee; and

11.2.3. set off against any other obligation the State may owe to the Grantee any damages the State suffers by reason of any Event of Default; and

11.2.4. treat the agreement as breached and pursue any of its remedies at law or in equity, or both.

12. TERMINATION.

12.1. In the event of any early termination of this Agreement for any reason other than the completion of the Project, the Grantee shall deliver to the Grant Officer, not later than fifteen (15) days after the date of termination, a report (hereinafter referred to as the "Termination Report") describing in detail all Project Work performed, and the Grant Amount earned, to and including the date of termination.

12.2. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a termination Report by the State shall entitle the Grantee to receive that portion of the Grant amount earned to and including the date of termination.

12.3. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall in no event relieve the Grantee from any and all liability for damages sustained or incurred by the State as a result of the Grantee's breach of its obligations hereunder.

12.4 Notwithstanding anything in this Agreement to the contrary, either the State or, except where notice default has been given to the Grantee hereunder, the Grantee, may terminate this Agreement without cause upon thirty (30) days written notice.

13. CONFLICT OF INTEREST. No representative, officer, member or employee of the Grantee, and no representative, officer or employee of the State of New Hampshire or of the governing body of the locality or localities in which the Project is to be performed, who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of such Project, shall participate in any decision relating to this Agreement which affects his or her personal interest or the interest of any corporation, partnership, or association in which he or she is directly or indirectly interested, nor shall he or she have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

14. GRANTEE'S RELATION TO THE STATE. In the performance of this Agreement the Grantee, its employees, and any contractor, subcontractor or subgrantee of the Grantee are in all respects independent contractors, and are neither agents nor employees of the State. Neither the Grantee nor any of its representatives, officers, employees, agents, members, subcontractors or subgrantees, shall have authority to bind the State nor are they entitled to any of the benefits, worker's compensation or emoluments provided by the State to its employees.

15. ASSIGNMENT AND SUBCONTRACTS. The Grantee shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the State.

16. .INDEMNIFICATION. The Grantee shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses

suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based on, resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Grantee or its contractors, subcontractor, or subgrantee or other agent of the Grantee in the performance of the Project. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant shall survive the termination of this agreement.

17. INSURANCE AND BOND.

17.1. The Grantee shall, at its sole expense, obtain and maintain in force, or shall require any subcontractor, subgrantee or assignee performing Project work to obtain and maintain in force, both for the benefit of the State, the following insurance:

17.1.1 statutory worker's compensation and employees liability insurance for all employees engaged in the performance of the Project, and

17.1.2 comprehensive general liability insurance for all claims of bodily injuries, death or property damage, in amounts not less than $2,000,000 for bodily injury or death any one incident, and $500,000 for property damage in any one incident; and

17.2 The policies described in subparagraph 17.1 of this paragraph shall be the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State, and authorized to do business in the State of New Hampshire. Each policy shall contain a clause prohibiting cancellation or modification of the policy earlier than ten (10) days after written notice thereof has been received by the State. A certificate of insurance demonstrating compliance with subparagraphs 17.1 and 17.2 shall be attached to this Grant Agreement.

18. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event, or any subsequent Event. No express waiver of any Event of Default shall be deemed a waiver of any provisions hereof. No such failure or waiver shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other default on the part of the Grantee.

19. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses first above given.

20. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Council of the State of New Hampshire.

21. CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be construed in accordance with the law of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assignees. The captions and contents of the "subject" blank are used only as a matter of convenience, and are not to be considered a part of this Agreement or to be used in determining the intend of the parties hereto.

22. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

23. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings relating hereto.

EXHIBIT A

SCOPE OF SERVICES

In exchange for receiving grant funds in the amount of $178,169 from the New Hampshire Public Utilities Commision (PUC), the Construction Institute of New Hampshire (CINH or Grantee), the education arm of the Home Builders & Remodelers Association of New Hampshire (HBRANH) agrees to provide nationally recognized education to builders, remodelers and other building professionals so that they can increase the number of New Hampshire homes that meet the national Green Building Standards. CINH/HBRANH will also provide education to consumers, municipalities, and industries about the benefits of homes that meet the National Green Building Standard™. Except as otherwise provided in this contract, the requirements set forth in the NH Public Utilities Commission Request for Proposal dated February 23, 2009 and Grantee's Proposal dated March 23, 2009 are incorporated herein by reference as further defining the services to be rendered. Specifically, CINH/HBRANH agrees to accomplish the following, and to undertake any additional measures necessary to achieve the program goals set forth in its proposal:

1. Hire a Program Manager to oversee the expanded Build Green NH® Program.

2. Accomplish the following in a collaborative effort between the Program Manager, CINH, and the Build Green NH Steering Committee:
   a. Develop the Introduction to the National Green Building Standard™ course.
   b. Expand marketing of the Build Green NH educational curriculum.
   c. Offer industry education on energy efficient construction and green building techniques.
   d. Set up and run educational courses for building professionals.
   e. Schedule educational courses:
      i. Introduction to the National Green Building Standard™. course six times a year.
      ii. Certified Green Professional (CGP) designation course four times a year.
      iii. Houses That Worked during the association's annual Fall Education Conference.
      iv. Master CGP course twice a year once development of the Program is complete.
   f. Maintain and update the new Build Green NH® website, which will include additional on-line technical training modules.

3. Employ the existing HBRANH Financial Manager and administrative staff to assist the Program Manager with the financial accounting and support materials development.

Grantee Initials _____
Date 6-19-09

4. Assure the quality of the Build Green NH® Program through Quality Assurance Measures such as:
   a. Detailed classroom attendance record keeping
   b. Built-in testing requirements of the Certified Green Professional (CGP) course
   c. Automatic notification to the HBRANH of all new home and renovated home projects in New Hampshire that are certified by the NAHB Research Center to the national Green Building Standards.

DELIVERABLES

1. The grantee agrees to prepare and submit quarterly reports to the PUC, in a form and manner prescribed by the PUC, beginning 90 days from the date of Governor and Council approval of this grant agreement and continuing throughout the life of the grant. Reports shall include a detailed summary of all work completed, including an account of milestones achieved, and a description of any obstacles encountered as well as any planned milestones that were not achieved. Within thirty (30) days of the conclusion of the grant award, in lieu of a quarterly report Grantee shall submit a final report providing a detailed summary of the results of the grant project, obstacles encountered, and any work from the Scope of Services that was not completed.

2. The grantee agrees to carefully track any and all reductions in energy use resulting from the programs and activities funded herein. Grantee will take all steps necessary to document pre-project (baseline) energy use and energy expenditures based on at least three years of data. In addition, Grantee will report on reductions in energy use on a quarterly basis to the PUC and the University of New Hampshire, Carbon Solutions New England (CSNE), for purposes of documenting reductions in energy use and greenhouse gas emission reductions. Energy reductions shall be reported, in a format provided by CSNE, for the following fuels as appropriate: electricity, natural gas, distillate fuel oil (#1,2 &4), residual fuel oil (#5 & 6), kerosene, and LPG (propane).

Grantee Initials KEB
Date 6-19-09

EXHIBIT B

GRANT AMOUNT, TERMS AND METHODS OF PAYMENT

1. Background: This is a two phase grant award. Phase One commences upon approval of this grant agreement by Governor and Council and concludes on December 31, 2009. Phase Two begins January 1, 2010 and ends March 31, 2011.

2. In consideration of the satisfactory performance of the Phase One services described in Exhibit A, as determined by the State, the State agrees to pay the Construction Institute of New Hampshire (Grantee) an amount not to exceed $72,765.

3. Funding for Phase Two is contingent upon approval of the PUC after reviewing the results of Phase One. The PUC reserves the right to withhold funding, in whole or in part, for Phase Two if, at the conclusion of Phase One, the PUC determines that the Grantee has failed to successfully perform the Phase One services described in Exhibit A.

4. In consideration of the satisfactory performance of the Phase Two services described in Exhibit A, as determined by the State, the State agrees to pay the Grantee an amount not to exceed $105,404.

5. Upon approval of this grant award by Governor and Council, Grantee will invoice the PUC for 40% of Phase One funding. After ninety (90) days, Grantee will invoice the PUC for an additional payment of 40%. Upon submittal of an invoice and a final report for Phase One, PUC will pay the final twenty (20) % of the Phase One budget.

6. At the conclusion of Phase One, if the PUC approves funding for Phase Two, the Grantee will invoice the State for 25% of Phase Two funding. Thereafter, Grantee will invoice the State for an additional payment of 25% after 90 days, an additional 25% after 180 days, and an additional 15% after 270 days. Ten percent of the Phase Two grant funds will be held back until the completion of the project. Payment of the this final 10% will be made after Grantee provides a final grant report, no later than 30 days from the end date of this agreement, March 31, 2011.

7. All obligations of the State, including the continuance of any payments, are contingent on the availability of funds derived from the Greenhouse Gas Emissions Reduction Fund pursuant to RSA 125-O:23.

8. Invoices will be submitted to: Business Office, New Hampshire Public Utilities Commission, 21 South Fruit Street, Suite 10, Concord, New Hampshire 03301-2429.

9. The State agrees to make payments to the Grantee within 30 days from the receipt of approved invoices.

Grantee Initials KAB
Date 6-24-09

EXHIBIT C

SPECIAL PROVISIONS

Intentionally left blank.

Grantee Initials _____
Date _____

State of New Hampshire
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that HOME BUILDERS & REMODELERS ASSOCIATION OF NEW HAMPSHIRE is a New Hampshire nonprofit corporation formed July 23, 1973. I further certify that it is in good standing as far as this office is concerned, having filed the return(s) and paid the fees required by law.

In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 26th day of May A.D. 2009

William M. Gardner
Secretary of State

HBRANH

Home Builders & Remodelers Association of New Hampshire
"Building New Hampshire's Future"
The Housing Center • 119 Airport Road • Concord, New Hampshire 03301
603 228-0351 • F: 603-228-1877 • E: info@hbranh.com • W: www.hbranh.com

OFFICERS

Mark A. Pederzini
GMB, CAPS, CGB, CGP
President

Merritt Peasley
First Vice President

Roger Demanche, CGB, CGP
Vice President/Treasurer

Bruce Sullivan
Vice President/Secretary

Jim Ingram
Vice President of Associates

Mark Flanders, GMB, CGR, CGP
National Director

Ron Robichaud
NAHB State Representative

Dianne Beaton, CGA, CAPS
Associate National Director

Roger Bouchard, GMB, CGB, CAPS, CGP
Immediate Past President

Kendall Buck, CAE
Executive Vice President

Dave Bowman
Director of Member Services

Sharon Wayman
Accounting Manager

Denise Barcus
Administrative Assistant

Corporate Authorization To Execute Contract

The Board of Directors of Home Builders & Remodelers Association of New Hampshire does authorize and direct Kendall L. Buck, its Executive Vice President to enter into contract with the New Hampshire Public Utilities Commission for a grant from the Greenhouse Gas Emissions Reduction Fund in the amount of $139,946.00.

The Board further authorizes and directs Kendall L. Buck to take such action as Necessary in conjunction with the performance of said contract.

Authorization was granted through an action of the Board of Directors on May 22, 2009.

Mark A. Pederzini

Mark A. Pederzini, GMB, CAPS, CGB, CGP
President

Acknowledgment: State of New Hampshire, County of Merrimack, on May 21, 2009, Before the undersigned officer, personally appeared the person identified above, known to me (or satisfactorily proven) to be the person whose name is signed, and acknowledged that he executed this document in the capacity as the duly elected president.

Signature of Notary Public or Justice of the Peace

Sharon D. Wayman

(Seal)

Name and Title of Notary Public or Justice of the Peace

Sharon D. Wayman, Notary Public

SHARON D. WAYMAN
Notary Public - New Hampshire
My Commission Expires June 13, 2012

NAHB
NATIONAL ASSOCIATION OF HOME BUILDERS

BUILDERS & ASSOCIATES

NSMC

REMODELERS COUNCIL

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 06/04/2009

PRODUCER (603)669-0704 FAX (603)669-6831
Infantine Insurance, Inc.
P.O. Box 5125
Manchester, NH 03108
Joyce Dunlap

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED Home Builders & Remodelers Assoc of NH
119 Airport Road
Concord, NH 03301

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Union Insurance Co.	
INSURER B: Acadia Insurance Co.	31325
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC	BOA003081322	04/01/2009	04/01/2010	EACH OCCURRENCE	$ 1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurence)	$ 50,000
						MED EXP (Any one person)	$ 5,000
						PERSONAL & ADV INJURY	$ 1,000,000
						GENERAL AGGREGATE	$ 2,000,000
						PRODUCTS - COMP/OP AGG	$ 2,000,000
A		AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS	BOA003081322	04/01/2009	04/01/2010	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
						BODILY INJURY (Per person)	$
						BODILY INJURY (Per accident)	$
						PROPERTY DAMAGE (Per accident)	$
		GARAGE LIABILITY ANY AUTO				AUTO ONLY - EA ACCIDENT	$
						OTHER THAN AUTO ONLY: EA ACC	$
						AGG	$
B		EXCESS/UMBRELLA LIABILITY X OCCUR CLAIMS MADE DEDUCTIBLE X RETENTION $ 0	CUA003081522	04/01/2009	04/01/2010	EACH OCCURRENCE	$ 5,000,000
						AGGREGATE	$ 5,000,000
							$
							$
							$
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	WCA003081422 STATE: NH OFFICERS ARE INCLUDED	04/01/2009	04/01/2010	X WC STATU-TORY LIMITS OTH-ER	
						E.L. EACH ACCIDENT	$ 500,000
						E.L. DISEASE - EA EMPLOYEE	$ 500,000
						E.L. DISEASE - POLICY LIMIT	$ 500,000
		OTHER					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Grant Reference: Greenhouse Gas Emissions Reduction Fund. NEI Electric Power Engineering and NHPUC are additional insured's on General Liability.

CERTIFICATE HOLDER

NH Public Utilities Commission
Attn: Christie Ane Mason
21 S. Fruit St., Suite 10
Concord, NH 03301-2429

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

©ACORD CORPORATION 1988

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

Consultant's Workers Compensation Form

Home Builders & Remodelers Association of New Hampshire,
a Sub-Consultant to
will be working under a subcontract with the
Hampshire Public Utilities Commission (NHPUC) on the RGGI grant program.
Under New Hampshire Law, and each
of its sub-contractors are required to show proof of worker's compensation coverage or an exemption there from. This document is to be completed by the above referenced sub-consultant for proof of worker's compensation or exemption. Please check the statement which is applicable and complete the remainder of the form.

_____ I declare that I am an independent contractor and I am exempt from worker's compensation coverage. I understand that I have the option to elect personal coverage at my cost through an agency or insurance company of my own choosing, but have elected against such coverage. Reason for exemption:

_____ Sole Owner

_____ Partnership

_____ LLC

Or,

X I am covered by worker's compensation by Acadia Insurance Company.

(Proof of coverage is required via a certificate of insurance to NEI Electric Power Engineering naming the NEI and the NHPUC as additional insured. The form should also include a waiver of subrogation against both NEI and the NHPUC.)

Sub- Consultant's Signature: Date: 6-12-09

ATTACHMENT 1

PUBLIC UTILITIES COMMISION

REQUEST FOR PROPOSAL
For PROGRAMS TO REDUCE
GREENHOUSE GAS EMISSIONS
IN NEW HAMPSHIRE

February 23, 2009

by REFERENCE ONLY

Grantee Initials KEB
Date 5-18-09

ATTACHMENT 2

BUILD GREEN NH PROGRAM

PROPOSAL

Construction Institute of New Hampshire;
Homebuilders & Remodelers Association of NH
(CINH -HBRANH)

March 23, 2009

by REFERENCE ONLY

Grantee Initials BB
Date 5-18-09

ATTACHMENT 3

SECRETARY OF STATE'S OFFICE CERTIFICATE of GOOD STANDING [1]

CINH / HBRANH is a 501 © 6 NH entity registered with the Secretary of State.

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1 Individuals contracting in their own name do not need a CGS. Business organizations and trade names need a CGS, except for nonresident nonprofit corporations.

Grantee Initials LCB
Date 5-18-09

Internal Revenue Service

Date: May 22, 2004

Home Builders Association of New Hampshire
119 Airport Rd.
Concord, NH 03301

Department of the Treasury
P. O. Box 2508
Cincinnati, OH 45201

Person to Contact:
John Kennedy ID 31-07927
Customer Service Representative
Toll Free Telephone Number:
8:00 a.m. to 6:30 p.m. EST
877-829-5500
Fax Number:
513-263-3756
Federal Identification Number:
02-0310086

Dear Sir or Madam:

This is in response to your request of April 12, 2004, regarding a copy of your organization's exemption application and letter of determination.

We were unable to locate these documents. However, we can affirm that your organization received exempt status in February 1974 and is currently exempt under section 501(c)(6) of the Internal Revenue Code. Because your organization will not be able to provide a copy of its application on request, it should keep a copy of this letter in its permanent records.

If your organization filed for exemption after July 15, 1987, or had a copy of the application on July 15, 1987, it is required to make available for public inspection a copy of its exemption application, any supporting documents, and the exemption letter to any individual who requests such documents in person or in writing. The law also requires you to make your organization's annual return (if you are required to file one) available for public inspection for three years after the due date of the return. You can charge only a reasonable fee for reproduction and actual postage costs for the copied materials. The law does not require you to provide copies of public inspection documents that are widely available, such as by posting them on the Internet (World Wide Web). You may be liable for a penalty of $20 a day for each day you do not make these documents available for public inspection (up to a maximum of $10,000 in the case of an annual return).

Please accept our apology for the delay in responding to your request and for any inconvenience this may have caused you or your organization.

If you have any questions, please call us at the telephone number shown in the heading of this letter.

Sincerely,

Janna K. Skufca

Janna K. Skufca, Director, TE/GE
Customer Account Services

Internal Revenue Service

Department of the Treasury

District
Director

~~P.O. Box 190, Brooklyn, N.Y. 11202~~

Date: AUG 0 1984

Vincent A. Wenners, Inc.
84 Bay Street
Manchester, N.H. 03104

Person to Contact:
Mrs. E. Casa
Contact Telephone Number:
(212) 330-7411

Re: 02-0310086

Dear Sir:

Reference is made to your request for verification of the tax exempt status of Home Builders Association of New Hampshire.

A determination or ruling letter issued to an organization granting exemption under the Internal Revenue Code of 1954 or under a prior or subsequent Revenue Act remains in effect until exempt status has been terminated, revoked or modified.

Our records indicate that exemption was granted as shown below.

Sincerely yours,

Leonard Gass
District Disclosure Officer

Name of Organization: Home Builders Association of New Hampshire

Date of Exemption Letter: February 1974

Exemption granted pursuant to 1954 Code section 501(c)(501(c)(3)) or its predecessor Code Section.

Foundation Classification (If Applicable): Not Applicable

NAR Form BKN 9-187 (Rev. 9-80)