

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

BO

Tel. (603) 271-2431

FAX No. 271-3878

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

Website:
www.puc.nh.gov

G & C 7/15/09
Item# 32E
Approved /
Req# 101430 ds
Work Ord# 350392 v

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 \$99,250 to **Plymouth Area Renewable Energy Initiative, Vendor #165224**, to provide weatherization and renewable energy workshops to New Hampshire homeowners, from Governor and Council approval through **February 28, 2011**. Funding is 100% Greenhouse Gas Emissions Reduction Fund.
2. Further authorize the PUC to make an advance payment of \$33,083, 33% of the total grant award, upon Governor and Council approval.

Funding is available in account, Grants to Institutions – State, as follows:

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

	FY 2010	FY 2011
010-081-5453-073-0579 Grants to Institutions	\$65,000	\$34,250

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

July 1, 2009

Page 2

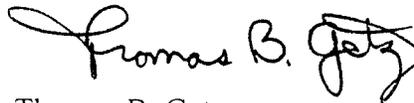
proposals requesting a total of more than \$50 million in grant funds. The Plymouth Area Renewable Energy Initiative (PAREI) proposal and eight others have been chosen for funding at this time. Attachment A provides additional information on the grant review and award process.

With these grant funds, Plymouth Area Renewable Energy Initiative (PAREI) will expand its successful "Energy Raiser" programs to provide homeowners with the technical information and volunteer support to install solar hot water systems and to weatherize homes. Ten homes will be weatherized and ten will have solar hot water systems installed. Five will receive refrigerator replacements. PAREI already operates in Plymouth and ten other towns, and the expansion of this program will enable PAREI to bring its programs to at least three additional communities.

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,

A handwritten signature in black ink that reads "Thomas B. Getz". The signature is written in a cursive style with a large, sweeping initial 'T'.

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 categories¹ 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.

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: PAREI Solar Energy Raiser Expansion & Weatherization Pilot 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 Plymouth Area Renewable Energy Initiatives		1.4. Grantee Address 69 Main Street Plymouth, NH 03264	
1.5. Effective Date G&C approval	1.6. Completion Date 02/28/2011	1.7. Audit Date	1.8. Grant Limitation \$99,250.
1.9. Grant Officer for State Agency Jack Ruderman		1.10. State Agency Telephone No. 603-271-2431	
1.11. Grantee Signature <i>Sandra Jones / Co-Director</i>		1.12. Name & Title of Grantee Signor Sandra Jones, Co-Director	
1.13. Acknowledgment: State of _____, County of _____, on _____ / /, 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 <u>he</u> executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace (Seal) <i>Delora A. Cushing</i>		DELORA A. CUSHING Notary Public - New Hampshire My Commission Expires October 17, 2012	
1.13.2. Name and Title of Notary Public or Justice of the Peace <i>Delora A. Cushing Notary Public</i>			
1.14. State Agency Signature(s) <i>Thomas B. Getz</i>		1.15. Name & Title of State Agency Signor(s) Thomas B. Getz, Chairman	
1.16. Approval by Attorney General (Form, Substance and Execution) By: <i>[Signature]</i> Assistant Attorney General, On: <i>11 6/28/2009</i>			
1.17. Approval by the Governor and Council <i>[Signature]</i> 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 intent 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 \$99,250 from the New Hampshire Public Utilities Commission (PUC), the Plymouth Area Renewable Energy Initiative (PAREI or Grantee) agrees to further educate the public on the benefits of solar hot water systems and weatherization testing and improvements by coordinating Solar and Weatherization Energy Raisers that provide hands on experience and information to New Hampshire residents. 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. PAREI agrees to accomplish the following, and to undertake any additional measures necessary to achieve the program goals set forth in its proposal:

Task Number	Task/Milestone	Estimated Timeframe
Task 1	<u>Solar Energy Raiser Expansion</u> : Conduct at least three Energy Raiser Trainings for NH communities outside the Plymouth Region.	November, 2009
Task 2	<u>Solar Energy Raiser Expansion</u> : Conduct at least one Energy Raiser Training for a non-profit organization utilizing a mixture of PAREI volunteers and the organization's volunteers. Including an information session day of install.	May 2010
Task 3	<u>Solar Energy Raiser Expansion</u> : Conduct one energy raiser at the home of a low income family covering the majority of the equipment costs	June, 2010
Task 4	<u>Solar Energy Raiser Expansion</u> : Conduct five energy raisers above and beyond the planned raisers for 2009 within New Hampshire	November, 2010
Task 5	<u>Solar Energy Raiser Expansion</u> : Conduct at least six solar water heating info sessions outside the Plymouth Region and six more within the Plymouth, Sandwich and Laconia area	August, 2010
Task 6	<u>Solar Energy Raiser Expansion</u> : Promote the use of the PAREI Tool Kit via conference attendance, special presentations, advertisements, media	November, 2010
Task 7	<u>Weatherization Services Skill Development – Staff & Contractors</u> : Purchase thermal scanner and blower door tester. Attend certifiable training and/or classroom training with certified instructors hired by PAREI. Media recorded.	November, 2009
Task 8	<u>Weatherization Services Skill Development – Public</u> : Conduct at least five Classroom and on-site trainings for staff, volunteers and WER participants by PAREI staff and contractors with media recording (to be used to train future volunteers beyond 7/10). Develop WER volunteer training materials.	March, 2010
Task 9	<u>Weatherization Energy Raiser (WER) Pilot Program</u> : PAREI staff and/or contractors conduct site visits, weatherization testing and produce reports for no fewer than ten homes. Estimate project costs for homeowners.	June 2010
Task 10	<u>Weatherization Energy Raiser (WER) Pilot Program</u> : Once families are recruited for the WER program – Complete weatherization work via the volunteer WER on at least ten homes. Homeowner Financial Commitment goal \$2500 on average.	December, 2010
Task 11	<u>Weatherization Energy Raiser (WER) Pilot Program</u> : Conduct one WER low income household including covering \$500 in material costs	December, 2010

Grantee Initials _____

Date _____

JJ
6/24/09

Task 12	<u>Data Tracking and Reporting</u> : Track and report on projected carbon emissions saved from completed solar installations and weatherization energy raisers	December, 2010
Task 13	<u>Financial and Task Management</u> : Tracking and reporting task completion and tracking, reporting and invoicing financial expenditures.	December, 2010

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 *sf*
Date 6/24/09

EXHIBIT B

GRANT AMOUNT, TERMS AND METHODS OF PAYMENT

1. In consideration of the satisfactory performance of the services described in Exhibit A the State agrees to pay Plymouth Area Renewable Energy Initiative (Grantee) an amount not to exceed \$99,250.
2. 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.
3. Upon approval of this grant award by Governor and Council, Grantee will invoice the New Hampshire Public Utilities Commission, for 30% of the total grant award, or \$33,083. Thereafter, Grantee will submit invoices for expenses incurred on a monthly basis. Ten (10) percent of the grant funds, or \$9,925 will be held back until completion of the project. Payment on this final 10% will be made after Grantee provides a final grant report, no later than 30 days from the end date of this grant agreement, February 28, 2011.
4. Invoices will be reviewed and measured against the scope of services and approved by the Director of the Sustainable Energy Division or his designee.
5. Invoices will be submitted to: Business Office, New Hampshire Public Utilities Commission, 21 South Fruit Street, Suite 10, Concord, New Hampshire 03301-2429.
6. The State agrees to make payments to the Grantee within 30 days from the receipt of approved invoices.

Grantee Initials _____

Date _____

JA
6/24/09

EXHIBIT C

SPECIAL PROVISIONS

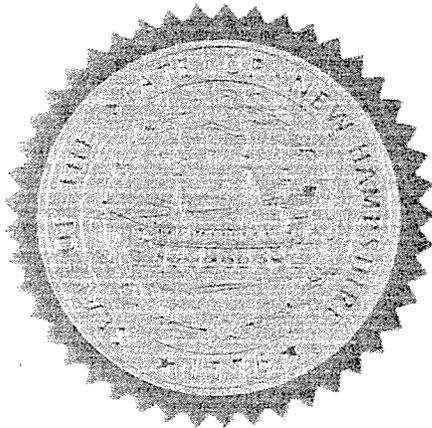
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Grantee Initials *AF*
Date 6/24/09

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 PLYMOUTH AREA RENEWABLE ENERGY INITIATIVE is a New Hampshire nonprofit corporation formed February 26, 2004. I further certify that it is in good standing as far as this office is concerned, having 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 5th day of June, A.D. 2009

A handwritten signature in cursive script, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State



603.536.5030
plymouthenergy.org

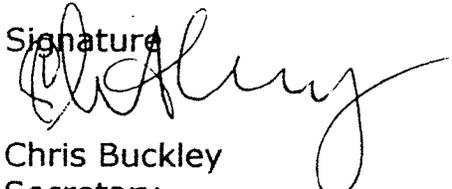
PO Box 753 ■ Plymouth ■ New Hampshire 03264

Corporate Resolution Authorization To Execute Contract

The Board of Directors of the Plymouth Area Renewable Energy Initiative does authorize and direct Sandra Jones, Co-Director, Plymouth Area Renewable Energy Initiative to enter into contract with the New Hampshire Public Utilities Commission for \$99,250.00 for the PAREI Solar Energy Raiser Expansion and Weatherization Pilot Program from July 2009 through December, 2010.

The Board further authorizes and directs Sandra Jones 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 Friday, June 19, 2009.

Signature



Chris Buckley
Secretary
Plymouth Area Renewable Energy Initiative

Notarization:

Date: 6/11/09

State: N.H.

Signature:



LAURA E. HALL
Notary Public - New Hampshire
My Commission Expires October 17, 2012

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY):
06/11/2009

PRODUCER 603.536.1735 FAX 603.536.4298
 Dale Madden
 Noyes Insurance Agency, Inc.
 PO Box 420
 Plymouth, NH 03264

INSURED Plymouth Area Renewable Energy Initiative
 PO Box 753
 Plymouth, NH 03264

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.

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A Concord General Mutual Ins Co	
INSURER B Travelers	
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 ADD'L LTR (NEED)	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS												
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR	E7341921	10/14/2008	10/14/2009	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (As described) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADJ INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMMOD AGG \$ 2,000,000												
	GENERAL AGGREGATE LIMIT APPLIES PER POLICY <input type="checkbox"/> PER AGGREGATE <input type="checkbox"/> PER OCCURRENCE <input type="checkbox"/>																
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Per accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$												
	Garage Liability <input type="checkbox"/> ANY AUTO				AUTO ONLY (Per accident) \$ OTHER THAN AUTO ONLY (Per accident) \$ AGGREGATE \$												
	EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> PRODUCTS <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$												
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY EMPLOYEE OR PARTIAL OR EXCLUSIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS shown OTHER	6KUB9802L36208	12/21/2008	12/21/2009	<table border="1"> <tr> <td>WE STATE TOBY AITS</td> <td>OFF-LTR</td> <td></td> </tr> <tr> <td>CL EACH ACCIDENT</td> <td>\$</td> <td>100,000</td> </tr> <tr> <td>ELI DISEASE (EA EMPLOYEE)</td> <td>\$</td> <td>100,000</td> </tr> <tr> <td>ELI DISEASE (POLICY LIMIT)</td> <td>\$</td> <td>500,000</td> </tr> </table>	WE STATE TOBY AITS	OFF-LTR		CL EACH ACCIDENT	\$	100,000	ELI DISEASE (EA EMPLOYEE)	\$	100,000	ELI DISEASE (POLICY LIMIT)	\$	500,000
WE STATE TOBY AITS	OFF-LTR																
CL EACH ACCIDENT	\$	100,000															
ELI DISEASE (EA EMPLOYEE)	\$	100,000															
ELI DISEASE (POLICY LIMIT)	\$	500,000															

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

3 officers excluded under WC--Peter Adams, Margaret Brox, George Lutz
 Coverage State--NH

re: grant

CERTIFICATE HOLDER	CANCELLATION
State of NH PUC 21 South Fruit Street Suite 10 Concord, NH 03301	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>10</u> 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. NOYES INSURANCE AGENCY, INC. Dale Madden

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.

ACORD. CERTIFICATE OF INSURANCE

DATE (MM/DD/YY)
06-24-09

PRODUCER

NOYES INSURANCE AGCY INC
63 MAIN ST.
PO BOX 420
PLYMOUTH
296BF

NH 032640420

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.

COMPANIES AFFORDING COVERAGE

- COMPANY
A THE TRAVELERS INDEMNITY COMPANY
- COMPANY
B
- COMPANY
C
- COMPANY
D

INSURED

PLYMOUTH AREA RENEWABLE ENERGY INITIATIVE
PO BOX 753
PLYMOUTH NH 03264

COVERAGES

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.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR. <input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT.				GENERAL AGGREGATE	\$
					PRODUCTS-COMP/OP AGG.	\$
					PERSONAL & ADV. INJURY	\$
					EACH OCCURRENCE	\$
					FIRE DAMAGE (Any one fire)	\$
					MED. EXPENSE (Any one person)	\$
	AUTOMOBILE LIABILITY <input 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				COMBINED SINGLE LIMIT	\$
					BODILY INJURY (Per Person)	\$
					BODILY INJURY (Per Accident)	\$
					PROPERTY DAMAGE	\$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT	\$
					OTHER THAN AUTO ONLY:	
					EACH ACCIDENT	\$
					AGGREGATE	\$
	EXCESS LIABILITY <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM				EACH OCCURRENCE	\$
					AGGREGATE	\$
A	WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY THE PROPRIETOR/PARTNERS/EXECUTIVE OFFICERS ARE: <input type="checkbox"/> INCL <input checked="" type="checkbox"/> EXCL	(6KUB-9802L36-2-08)	12-21-08	12-21-09	STATUTORY LIMITS	N/A
					EACH ACCIDENT	\$ 100,000
					DISEASE - POLICY LIMIT	\$ 500,000
					DISEASE - EACH EMPLOYEE	\$ 100,000
	OTHER					

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/RESTRICTIONS/SPECIAL ITEMS

THIS REPLACES ANY PRIOR CERTIFICATE ISSUED TO THE CERTIFICATE HOLDER AFFECTING WORKERS COMP COVERAGE.

CERTIFICATE HOLDER

STATE OF NH-PUC
21 SOUTH FRUIT STREET
SUITE 10
CONCORD NH 03301

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY 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 COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

