

CHAIRMAN
Thomas B. Getz

COMMISSIONER
Clifton C. Below

EXECUTIVE DIRECTOR
AND SECRETARY
Debra A. Howland

THE STATE OF NEW HAMPSHIRE



PUBLIC UTILITIES COMMISSION
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Concord, N.H. 03301-2429

BD

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

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July 1, 2009

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

G+C 7/15/09
Item# 32D
Approved ✓
Reg # 101729 dg 7/17/0
Work Obj # 352243 ✓

REQUESTED ACTION

1. Authorize the Public Utilities Commission to award grant funds in the amount of \$1,372,028 to the New Hampshire Retail Merchants Association, Vender #138092, for the purpose of establishing an energy efficiency program for commercial buildings, from Governor and Council approval through October 31, 2010. Funding is 100% Greenhouse Gas Emissions Reduction Fund.
2. Further authorize the PUC to make an advance payment of \$343,007, 25% of the total grant award, upon Governor and Council approval.

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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	FY 2011
010-081-5453-073-0579 Grants to Institutions	\$1,234,825.20	\$137,202.80

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

July 1, 2009

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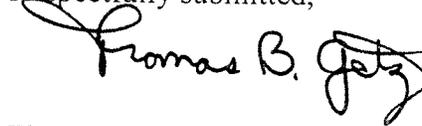
GHGERF grants. In response to the February RFP, the Commission received 84 proposals requesting a total of more than \$50 million in grant funds. The New Hampshire Retail Merchants Association (NHRMA) proposal and eight others have been chosen for funding at this time. Attachment A provides additional information on the grant review and award process.

With these grant funds, NHRMA and its partners – the Jordan Institute, the Dupont Group, White Birch Communications, Ocean Bank et al – will create an energy efficiency program for NHRMA members and other similarly situated businesses. The program will consist of outreach and public education, energy audits, demonstration projects to retrofit buildings with energy-saving measures and technologies, financing packages and other forms of assistance. This multi-pronged approach will help businesses significantly reduce the use of fuel oil and other energy sources, thereby reducing the state's greenhouse gas emissions. The program has a five year work plan; this grant will fund the first year of activity.

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, stylized 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: Retail Merchants Association of New Hampshire (RMANH)
 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 Retail Merchants Association of New Hampshire		1.4. Grantee Address 35A South Main Street Concord, NH 03301	
1.5. Effective Date G&C approval	1.6. Completion Date 08/31/2010 10/31/2010	1.7. Audit Date	1.8. Grant Limitation \$1,372,028.00
1.9. Grant Officer for State Agency Jack Ruderman		1.10. State Agency Telephone No. 603-271-2431	
1.11. Grantee Signature <i>Nancy C. Kyle</i>		1.12. Name & Title of Grantee Signor Nancy Kyle, President / CEO	
1.13. Acknowledgment: State of <u>NEW HAMPSHIRE</u> , County of <u>MERRIMACK</u> , on <u>JUNE 24, 2009</u> / /, 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>she</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>Tristin Craigue</i>			
1.13.2. Name and Title of Notary Public or Justice of the Peace <u>TRISTIN CRAIGUE, NOTARY PUBLIC, COMMISSION EXPI FEB 13, 2013</u>			
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: <u>11/6/28/2009</u>			
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.

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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 OF 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 \$1,372,028 from the New Hampshire Public Utilities Commission, the Retail Merchants Association of New Hampshire (RMANH) agrees to provide RMANH members the information, tools, and incentive to which RMANH has access for the purpose of assisting members to implement energy efficiency, conservation and demand response programs in their commercial buildings. The RMANH's Program goal will involve ten to twelve demonstration projects as well as inspire overall energy efficiency activities and a concentrated public education campaign of its members and similarly situated businesses. Except as otherwise provided in this contract, and to the extent not inconsistent with the terms of this contract, the requirements set forth in the RMANH's March 23, 2009 Proposal, as modified by its May 14, 2009 amendment, are incorporated herein by reference as further defining the services to be rendered. RMANH agrees to accomplish the following, and to undertake such additional measures believed by RMANH to be necessary to achieve the program goals set forth in this contract:

Task 1: Establish Administrative Structure

Subtask 1.1: Hire a program manager to direct the RMANH Program's administrative structure and to carry out overall Program administration responsibilities, including management of the financial elements of the Program. The program manager will be employed by the RMANH and will work closely with The Jordan Institute (TJI).

Subtask 1.2: Employ the Dupont Group and The Jordan Institute to design survey and data collection instruments.

Subtask 1.3: Identify potential Program participants by surveying RMANH members. Members must affirmatively enroll in the program in order to participate in energy efficiency activities, thus narrowing the group of business that will receive more focused attention. A more detailed questionnaire will be used to populate the Program's database.

Task 2: Launch Education and Communications Campaign

Subtask 2.1: Launch an ongoing public education and communications campaign that will accomplish the following:

Subtask 2.1.1: Expand the RMANH web site to include a new energy efficiency page that will supply information about the Program and allow members to enroll.

Subtask 2.1.2: Create printed materials, including a brochure for the program, FAQ's, and a detailed enrollment letter.

Grantee Initials nell
Date 6/24/09

Subtask 2.1.3: Organize two regional energy efficiency seminars for retail businesses to learn about the RMANH Program. Three smaller, local sessions will be held in order to reach out to other parts of the state where members reside.

Subtask 2.1.4: Schedule a second round of seminars after the initial seminars, as well as two annual seminars and trade shows with targeted retail business leaders.

Subtask 2.1.5: Seek a news media advertiser.

Subtask 2.1.6: Distribute a newsletter and develop a *Constant Contact* program to support an on-going communications plan.

Task 3: Deploy Member Inventory and Enrollment

Subtask 3.1: Sign up appropriate members for utility CORE and demand response programs.

Subtask 3.2: Coordinate with other GHGER funded programs, as well as the workforce development elements of the Governor's Green Jobs Initiative, which will offer an opportunity for training to take place at RMANH member facilities.

Subtask 3.3: Connect participating businesses' retail customers with energy efficiency programs.

Task 4: Conduct Energy Efficiency Evaluations and Audits

Subtask 4.1: TJI will perform preliminary energy audits and case studies for roughly 25 businesses, which will include onsite visits and analysis of energy use (including fuel oil) and cost.

Subtask 4.2: Select a smaller group of ten to twelve candidates for a full Assessment and Evaluation of their commercial building. TJI and other sub-contractors will perform the following:

Subtask 4.3: Blower door and infrared envelope analysis, lighting census, evaluation of natural lighting options, and HVAC system evaluation and suggested upgrades.

Subtask 4.4: Evaluate potential heating, cooling, air exchange, envelope, lighting, and all electric usage options

Subtask 4.5: Review efficiency, demand reduction, and peak shaving potential of more efficient alternative fuel systems for each building, including biomass, solar (thermal and PV), combined heat and power, and possible district heating collaborations where appropriate.

Subtask 4.5.1: Provide both an energy model and a financial model of all the various viable alternatives and work with the owner to determine an implementation plan.

Grantee Initials WJL
Date 8/24/09

Subtask 4.5.2: Assign each resultant "implementation project" to a case manager who will work with the business to structure the project management which will include seeking bids, ordering materials, enrolling in utility programs, engineering and contracting.

Task 5: Develop Project Financing and Implementation

Subtask 5.1: Work out a cost-sharing financing package for each project, utilizing all available incentives, and ensuring that GHGER funds are used in the most cost-effective manner. This will be a collaborative effort between TJI, Ocean Bank and other banks, and an accounting and law firm to be determined.

Task 6: Establish Civic Leadership Program

Subtask 6.1: Engage in civic leadership by partnering with Clean Air-Cool Planet, TJI, White Birch Communications Group and The Dupont Group to complete the following:

Subtask 6.1.1: Develop in-store displays of completed energy projects, including case studies.

Subtask 6.1.2: Develop energy efficiency "champions" among RMANH members and associates who will advocate with their peers and the community at large about the benefits of the Program and the need for more public investment and support for energy efficiency and other greenhouse gas reeducation efforts.

Subtask 6.1.3: Research and develop a program which will seek to use the millions of retail transactions that RMANH members undertake each year to create a consumer carbon reduction campaign at selected businesses' POS location.

Task 7: Establish Measurement and Verification of Energy Use

Subtask 7.1: Establish pre project energy use and energy expenditures based on at least three years of data.

Subtask 7.2: Collect post-project energy use data in partnership with The Jordan Institute and Carbon Solutions New England and measure this against predicted energy use.

Subtask 7.3: Track cost renovations and embed sensors in the buildings that received extensive renovations so that energy use can be accessed remotely at a finer detail than available just from utility bills. Actual energy use data will be collected for several years after renovations are completed to determine which measures are most effective. This information will be shared with clients to make necessary improvements and adjustments to operating procedures.

Grantee Initials

Date

mcl
10/24/09

Subtask 7.4: Assess the impact of the education program on other building owners, employees, and walk in customers.

Subtask 7.5: Extrapolate the energy use and expenses data in partnership with Carbon Solutions New England (CSNE) in order to:

Subtask 7.5.1: Develop greenhouse gas reduction potentials for the entire commercial sector in New Hampshire.

Subtask 7.5.2: Analyze the cost of implementation and the annual cost savings resulting from reduced energy use to quantify both environmental and economic benefits of the project.

Subtask 7.5.3: Modify the assumptions that were made to calculate greenhouse gas emission and economic benefits of activities recommended in the NH Climate Action Plan.

Deliverables

1. The grantee agrees to prepare and submit quarterly reports to the New Hampshire Public Utilities Commission beginning 90 days from the date of Governor and Council approval of this grant agreement and continuing throughout the life of the grant.
 - a. 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.
 - b. Upon the conclusion of the project, in lieu of a quarterly report grantee shall submit a final report providing a detailed summary of the results of the project/program, 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 reasonably believed to be necessary to document baseline energy use so that all reductions in energy use can be accurately measured and reported quarterly to the Commission and the University of New Hampshire, Carbon Solutions New England (CSNE), for purposes of documenting greenhouse gas emission reductions. Energy reductions shall be reported, in a format provided by CSNE, for at least 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

Date

rcu
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, as determined by the State, the State agrees to pay the New Hampshire Retail Merchants Association (Grantee) an amount not to exceed \$1,372,028.
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 State for 25% of the total grant award. 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 (10) percent of the grant funds 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, October 31, 2010.

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. The State agrees to make payments to the Grantee within 30 days from the receipt of approved invoices.
6. Invoices will be submitted to: Business Office, New Hampshire Public Utilities Commission, 21 South Fruit Street, Suite 10, Concord, New Hampshire 03301-2429.

Grantee Initials

Date

NEA

10/24/09

EXHIBIT C
SPECIAL PROVISIONS

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Grantee Initials

Date

ncd
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 RETAIL MERCHANTS ASSOCIATION OF NEW HAMPSHIRE is a New Hampshire nonprofit corporation formed May 25, 1966. 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 11th day of June A.D. 2009



William M. Gardner

William M. Gardner
Secretary of State



Retail Merchants Association of NH

Established 1966

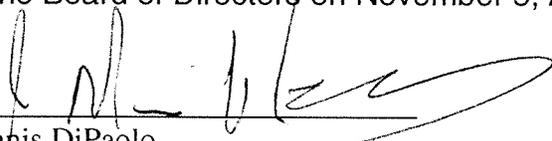
35A South Main Street., Concord, NH 03301
603-225-9748, rmanh@rmanh.com, www.rmanh.org

Date: 6/17/09

Corporate Resolution Authorization To Execute Contract

The Board of Directors of the Retail Merchants Association of New Hampshire, does authorize and direct Nancy C. Kyle to enter into contract with the New Hampshire Public Utilities Commission for the Retail Merchants Association of New Hampshire's Energy Efficiency Program.

The Board further authorizes and directs Nancy C. Kyle 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 November 5, 2008.


J. Dennis DiPaolo
First Vice-Chairperson, Board of Directors

Certificate of Acknowledgement

State of New Hampshire

County of Hillsborough

On June 17, 2009, before me, ELKE SOMMER-BARRY,
(date) (notary)

personally appeared, James Dennis DiPaolo,
(signer)

proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument

WITNESS my hand and official seal

Elke Sommer-Barry
(notary signature and commission expiration)

10-8-2013

(commission expiration)

(seal)

ELKE SOMMER-BARRY
NOTARY PUBLIC
NEW HAMPSHIRE
MY COMMISSION EXPIRES 10-8-2013

Client#: 22472

RETAIL

ACORD™ CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 06/11/09
PRODUCER Clark-Mortenson Agency, Inc. P.O. Box 606 Keene, NH 03431	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 Retail Merchants Association of NH 35A South Main St. Concord, NH 03301	INSURERS AFFORDING COVERAGE INSURER A: Acadia Insurance INSURER B: Mass. Retail Merchants INSURER C: INSURER D: INSURER E:	NAIC #

COVERAGES

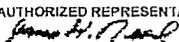
THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES 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	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY	BOA001910223	10/01/08	10/01/09	EACH OCCURRENCE	\$1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ex. per occurrence)	\$50,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				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
					GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	
	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ex. per accident)	\$
	<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	\$
	<input type="checkbox"/> HIRED AUTOS					
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	\$
	<input type="checkbox"/> ANY AUTO				OTHER THAN AUTO ONLY: EA ACC	\$
					AGG	\$
	EXCESS/UMBRELLA LIABILITY				EACH OCCURRENCE	\$
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE	\$
	<input type="checkbox"/> DEDUCTIBLE					\$
	<input type="checkbox"/> RETENTION \$					\$
						\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	030009100051109	01/01/09	01/01/10	WC STATUTORY LIMITS	OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT	\$100,000
	If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	\$100,000
	OTHER				E.L. DISEASE - POLICY LIMIT	\$500,000

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

CERTIFICATE HOLDER

CANCELLATION

The Public Utilities Commission 21 South Fruit Street, Suite 10 Concord, NH 03301-2429	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL _____ DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE 
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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.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)
6/11/09

Producer
Clark Mortenson Agency
PO Box 606
Keene, NH 03431

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: Assn. Members Workers' Comp Trust	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

Insured
Retail Merchants Association of NH
35A South Main Street
Concord, NH 03301

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	AGG'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
		GENERAL LIABILITY COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				EACH OCCURRENCE	\$
						FIRE DAMAGE (Any one fire)	\$
						MED EXP (Any one person)	\$
						PERSONAL & ADV INJURY	\$
						GENERAL AGGREGATE	\$
						PRODUCTS - COMPIOP AGG	\$
		AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	\$
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
		GARAGE LIABILITY ANY AUTO				AUTO ONLY - EA ACCIDENT	\$
						OTHER THAN EA ACC	\$
						AUTO ONLY AGG	\$
		EXCESS LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$				EACH OCCURRENCE	\$
						AGGREGATE	\$
							\$
							\$
							\$
A		WORKERS COMPENSATION AND EMPLOYERS LIABILITY ANY PROPRIETER/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? NO If yes, describe under SPECIAL PROVISIONS below	030009100051109	1/01/09	1/01/10	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER	
						E.L. EACH ACCIDENT	\$ 100,000
						E.L. DISEASE - EA EMPLOYEE	\$ 100,000
						E.L. DISEASE - POLICY LIMIT	\$ 500,000
		OTHER					

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

CERTIFICATE HOLDER

The Public Utilities Commission
21 South Fruit St., Suite 10
Concord, NH 03301-2429

ADDITIONAL INSURED: INSURER LETTER:

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 40 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Russell S. Elias

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/11/2009

PRODUCER (603)293-2791 FAX: (603)293-7188
E & S Insurance Services LLC
21 Meadowbrook Lane
P O Box 7425
Gilford NH 03247-7425

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
Jordan Institute Inc, The
11 Stickney Avenue, 2nd Floor
Concord NH 03301

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A The Hartford	
INSURER B Houston Casualty Company	
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 INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY	045BAUQ0985	1/1/2009	1/1/2010	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person) \$ 10,000
					PERSONAL & ADV INJURY \$ 1,000,000
					GENERAL AGGREGATE \$ 2,000,000
					PRODUCTS - COMP/OP AGG \$ EXCLUDED
					GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC
	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS				
	<input type="checkbox"/> NON-OWNED AUTOS				
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
	<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC \$
					AUTO ONLY. AGG \$
	EXCESS/UMBRELLA LIABILITY				EACH OCCURRENCE \$
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE \$
					\$
	<input type="checkbox"/> DEDUCTIBLE				\$
	<input type="checkbox"/> RETENTION \$				\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	04WECCE8367	1/1/2009	1/1/2010	WC STATU-TORY LIMITS
					OTH-ER
					E L EACH ACCIDENT \$ 100,000
					E L DISEASE - EA EMPLOYEE \$ 100,000
					E L DISEASE - POLICY LIMIT \$ 500,000
B	OTHER Construction Manager Professional	8709-10950	2/18/2009	2/18/2010	Aggregate \$1,000,000

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

CERTIFICATE HOLDER

tcrague@dupontgroup.com
New Hampshire Public Utilities Commission
21 South Fruit St, Suite 10
Concord, NH 03301

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 DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Pat M Mack

ACORD CERTIFICATE OF LIABILITY INSURANCE

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

PRODUCER (603)926-3830 FAX (603)926-0283
 Bean Insurance Agency, LLC
 151 Winnacunnet Road
 P.O. Box 660
 Hampton, NH 03843-0660

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: **The Hartford**
 INSURER B: **Merchants of NH** 23337
 INSURER C:
 INSURER D:
 INSURER E:

INSURED Dupont Group Ltd
 Attn: Edward Dupont
 130 North Main Street
 Concord, NH 03301

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	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY	04 SBA LA7493	06/12/2009	06/12/2010	EACH OCCURRENCE	\$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Per occurrence)	\$ 300,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person)	\$ 10,000
					PERSONAL & ADV INJURY	\$ 1,000,000
					GENERAL AGGREGATE	\$ 2,000,000
					PRODUCTS - COMP/OP AGG	\$ 2,000,000
					GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	
B	AUTOMOBILE LIABILITY	CAP9258505	11/17/2008	11/17/2009	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person)	\$
	<input checked="" type="checkbox"/> SCHEDULED AUTOS				BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> HIRED AUTOS				PROPERTY DAMAGE (Per accident)	\$
	<input type="checkbox"/> NON-OWNED AUTOS					
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	\$
	<input type="checkbox"/> ANY AUTO				OTHER THAN AUTO ONLY: EA ACC	\$
					AGG	\$
	EXCESS/UMBRELLA LIABILITY				EACH OCCURRENCE	\$
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE	\$
						\$
	DEDUCTIBLE					\$
	RETENTION \$					\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	04 WEC CB7068	02/01/2009	02/01/2010	<input checked="" type="checkbox"/> WC STATUTORY LIMITS	OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				E.L. EACH ACCIDENT	\$ 100,000
	OTHER				E.L. DISEASE - EA EMPLOYEE	\$ 100,000
					E.L. DISEASE - POLICY LIMIT	\$ 500,000

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

CERTIFICATE HOLDER

NH Public Utilities Commission
 Attn: Jack Ruderman
 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 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
 Philip Bean

