

THE STATE OF NEW HAMPSHIRE

CHAIRMAN
Thomas B. Getz

COMMISSIONER
Clifton C. Below

EXECUTIVE DIRECTOR
AND SECRETARY
Debra A. Howland



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

July 1, 2009

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

BO
GAC 7/15/09
Item# 32 G ~~32A~~
Approved ✓
Reg# 101439 dg
Work Obj # 350388 ✓

REQUESTED ACTION

1. Authorize the Public Utilities Commission to award grant funds in the amount of \$499,948 to TRC Companies, Inc., Vendor #174743 to benchmark the energy performance of New Hampshire schools, from Governor and Council approval through September 30, 2011. Funding is 100% Greenhouse Gas Emissions Reduction Fund.
2. Further authorize the PUC to make an advance payment of \$48,812.75, 25% 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	FY2012
010-081-5453-073-0579 Grants to Institutions	\$195,251	\$274,227.30	\$30,469.70

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

Page 2

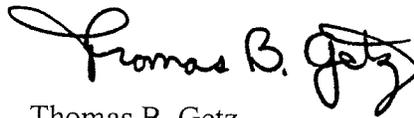
GHGERF grants. In response to the February RFP, the Commission received 84 proposals requesting a total of more than \$50 million in grant funds. The TRC Companies proposal and eight others have been chosen for funding at this time. Attachment A provides additional information on the grant review and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

With these grant funds, TRC will launch a benchmarking initiative to measure the energy performance of 250 public K-12 schools. Schools will receive a report describing energy use, costs and emissions for each building and compare the data to the average or mean of other New Hampshire schools. The report will also provide recommendations for immediate strategies to reduce energy use and links to utility efficiency programs and other efficiency-related initiatives and funding sources. Schools that wish to pursue detailed energy audits will be provided with referrals.

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 "G" at the end.

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 (EESB 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 EESB 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.

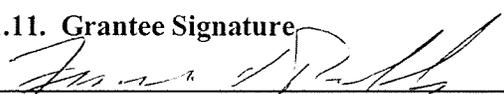
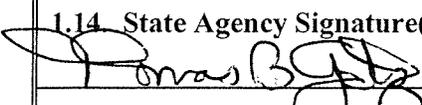
An initial group of nine proposals has been selected from the job development, monitoring and measurement, outreach and education, and revolving loan fund categories at this time. These “foundational” proposals were selected as a first step because they provide the foundation for other energy efficiency 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:

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 TRC Energy Services, a div. of TRC Environmental		1.4. Grantee Address 21 Griffin Road North Windsor, CT 06095	
1.5. Effective Date G&C approval	1.6. Completion Date 09/30/2011	1.7. Audit Date	1.8. Grant Limitation \$499,948.00
1.9. Grant Officer for State Agency Jack Ruderman		1.10. State Agency Telephone No. 603-271-2431	
1.11. Grantee Signature 		1.12. Name & Title of Grantee Signor Francis Reilly, Vice President	
1.13. Acknowledgment: State of <i>Massachusetts</i> , County of <i>Suffolk</i> , on <i>6/24/09</i> / /, 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>Diane M. Zukas</i>			
1.13.2. Name and Title of Notary Public or Justice of the Peace <i>DIANE M ZUKAS, Notary Public</i> <i>my commission expires on May 13, 2016</i>			
1.14. State Agency Signature(s) 		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: <i>11/17/2009</i>			
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 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 \$499,948.00 from the New Hampshire Public Utilities Commission, the TRC Companies, Inc. (TRC or Grantee) agrees to assist the PUC in benchmarking to support evaluating the energy performance of New Hampshire's schools and the efficacy of efficiency upgrades. The proposed scope of work includes specific tasks to market and administer benchmarking to schools in New Hampshire. 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, Grantee agrees to accomplish the following, and to undertake any additional measures necessary to achieve the program goals set forth in its proposal:

New Hampshire Schools Benchmarking Project Deliverables – Years 1 & 2

Task 1: Adapt the Building Energy Performance System (BEPS) to New Hampshire

TRC will adapt the BEPS to New Hampshire school data and incorporate as many earlier EPA Portfolio Manager reports as possible into the database, subject to availability to Portfolio Manager account information.

Task 2: Marketing and Outreach to Schools

SubTask 2a. Marketing Plan development: TRC will develop, with input and approval from the PUC, a marketing plan for working with the PUC to distribute information to schools about the New Hampshire Schools Benchmarking Project.

SubTask 2b. Plan Implementation: TRC will attend conferences as a vendor or in conjunction with NHPUC to hand out literature, answer questions and sign up schools. As the database grows and material becomes available, TRC will produce reports for association and organization newsletters and submit for publication.

SubTask 2c. Quarterly Newsletter: TRC will produce a quarterly newsletter, which will announce ENERGY STAR awards and contain summary information from the database.

SubTask 2d. Providing easy access to the benchmarking team: TRC will maintain a toll-free schools benchmarking number and email address as an information source for school administrators.

Task 3: Benchmarking Schools

Subtask 3a. Gathering Data: TRC will work with school districts to gather energy consumption data with a goal of reaching 75 schools in the first year of this program and 175 schools in Year 2.

Subtask 3b. Compiling and Analyzing Data: After gathering the energy usage data, the data will be uploaded to TRC's BEPS system to generate a Building Report and a Benchmark Score.

SubTask 3c. Assist schools in developing action plans based on the results of the data: The BEPS reports include a "Recommendations" section customized from that building's data and includes information on any available incentives.

Grantee Initials AKR
Date 6/26/09

Subtask 3d. Quality Assurance: The TRC QA team randomly reviews and compares original data sources against the database itself to ensure accuracy. TRC will include QA results in its monthly report to the NHPUC.

Task 4: EPA Portfolio Manager and ENERGY STAR Awards

Subtask 4a. Uploading data to EPA Portfolio Manager: BEPS automatically logs the building into the EPA system and Portfolio Manager provides a whole building score that becomes part of the TRC School Building Report.

Subtask 4b. Help to guide the top performing buildings through ENERGY STAR certification: TRC will manage the entire EPA-required process, to bring New Hampshire schools completely through to the receipt of ENERGY STAR Labels.

Task 5: Reports

Subtask 5a. TRC will generate monthly reports tracking the progress made in benchmarking schools and summarizing the overall data according to a format approved by the NHPUC.

Subtask 5b. Report on schools that have earned an ENERGY STAR rating: TRC will develop New Hampshire-specific “Tips, Tricks, & Traps” and “best practices” documents.

Subtask 5c. Propose to the NHPUC other possible incentives for the project TRC will work with stakeholder groups to determine if there are specific barriers needing incentives to promote widespread implementation of energy efficiency measures in schools.

Subtask 5d. Submit a Final Report to NHPUC: TRC will develop and submit a Final Report at the end of the two year program period documenting all findings, analyzing and critiquing the Project and all Tasks associated with the Project, recommending next steps and providing an overall Project Summary.

NH Schools Benchmarking Project Task Schedule

		Q1	Q2	Q3	Q4	Q5	Q6	Q7	Q8
Task 1	Adapt BEPS								
Task 2a	Develop Market Plan								
Task 2b	Implement Plan								
Task 2c	Quarterly Newsletter								
Task 2d	Communication channels								
Task 3a	Gather Data								
Task 3b	Compile and Analyze								
Task 3c	Direct Assistance								
Task 3d	Quality Assurance								
Task 4	EPA Activities								
Task 5a	Monthly Reports								
Task 5b	EPA Reports								
Task 5c	Recommendations to NHPUC								
Task 5d	Final Project Report								

Grantee Initials AAA
 Date 6/26/09

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 JDR
Date 6/24/09

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 June 30, 2010. Phase Two begins July 1, 2010 and ends September 30, 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 Grantee an amount not to exceed \$195,251.
3. Upon approval of this grant award by Governor and Council, Grantee will invoice the PUC for 25% of Phase One 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 (10) percent of the grant funds will be held back until completion of Phase One. Payment on this final 10% will be made after Grantee provides a final grant report for Phase One, no later than 30 days from the end date of Phase One, June 30, 2010.
4. 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.
5. 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 \$304,697.
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 (10) percent of the grant funds will be held back until completion of Phase Two. 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 Phase Two, September 30, 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 JDR
Date 6/26/09

EXHIBIT C
SPECIAL PROVISIONS

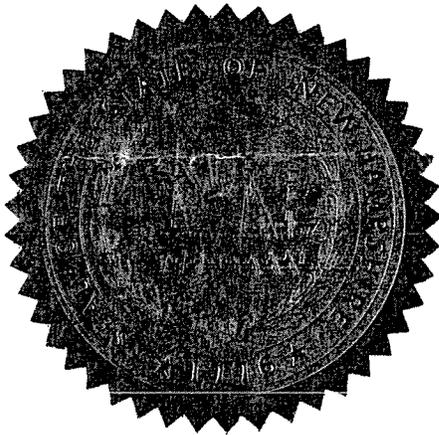
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Grantee Initials AdR
Date 6/29/09

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 TRC ENVIRONMENTAL CORPORATION, a(n) Connecticut corporation, is authorized to transact business in New Hampshire and qualified on July 25, 1983. I further certify that all fees and annual reports required by the Secretary of State's office have been received.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 2nd day of June, A.D. 2009

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

William M. Gardner
Secretary of State

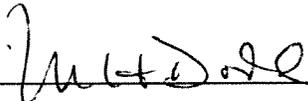
TRC ENVIRONMENTAL CORPORATION

CERTIFICATE OF VOTE AUTHORITY

I, Martin H. Dodd, do hereby certify that I am the duly elected and qualified Secretary of TRC Environmental Corporation (the "Company") and that the following is a true and correct copy of a resolution duly adopted by the Board of Directors of the Company at a meeting of said Board of Directors in accordance with the Bylaws of the Company on the 8th day of June, 2009, and that said resolutions are now in full force and effect:

RESOLVED, that Francis X. Reilly, as duly appointed Senior Vice President of the Company, is hereby authorized to sign and deliver in the name of and on behalf of the Company any and all documents pertaining to services provided to the New Hampshire School Benchmarking Project.

IN WITNESS WHEREOF, the undersigned has executed this Certificate this 22th day of June 2009.


Name: Martin H. Dodd
Title: Secretary

NOTARIAL CERTIFICATE

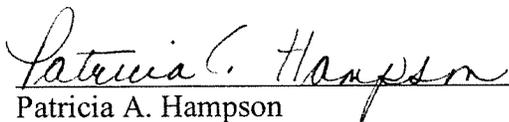
State of Connecticut

ss. Windsor

County of Hartford

On this the 22nd day of June, 2009, before me, Patricia A. Hampson, the under-signed officer, personally appeared, Martin H. Dodd, who acknowledged himself to be the Secretary of TRC Environmental Corporation, and that he as such Secretary, being duly authorized to do so, executed the foregoing instrument for the purposes therein, by signing the name of the corporation by himself as Secretary.

In witness whereof, I hereunto set my hand.


Patricia A. Hampson

PATRICIA A. HAMPSON
NOTARY PUBLIC
MY COMMISSION EXPIRES JUNE 30, 2012

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/18/09

PRODUCER
Ames & Gough, Inc.
1-617-328-6555

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.

450 Northridge Parkway
Suite 102
Atlanta, GA 30350
David Collings

INSURERS AFFORDING COVERAGE NAIC #

INSURED
TRC Environmental Corporation
TRC Companies, Inc.
21 Griffin Road North
Windsor, CT 06095

INSURER A: Commerce & Industry Insurance Company
INSURER B: American Int'l Spec Lines Ins. Co.
INSURER C: Twin City Fire Insurance Company
INSURER D: Twin City Fire Insurance Company
INSURER E: Hartford Fire Insurance Company

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 <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC	GL 7168709	07/01/08	07/01/09	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 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 <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> Comp. Ded. \$1,000 <input checked="" type="checkbox"/> Coll. Ded. \$1,000	CA 7168886 A/O CA 7168888 MA	07/01/08 07/01/08	07/01/09 07/01/09	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
B	EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$	UMB 7168710	07/01/08	07/01/09	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$ \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	20WN MF5434 A/O 20 WBR MF5433 WI	07/01/08 07/01/08	07/01/09 07/01/09	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	OTHER Professional Liability	3778255	07/01/08	07/01/09	Per Claim/Agg. 10M/15M
E	Commercial Property	20UUMIX7462	07/01/08	07/01/09	Blanket Pers. Prop 24,000,000

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

Re: Providing Energy Benchmarking Services; Location - New Hampshire
 Certificate Holder is named as an Additional Insured on the above referenced liability policies with the exception of workers compensation & professional liability. Waiver of Subrogation is applicable where required by written contract & allowed by law.

CERTIFICATE HOLDER

State of New Hampshire,
Public Utility Commission
21 S. Fruit Street, 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 30 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

Michael H. Hickey

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/YYYY)

06/23/09

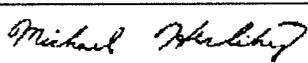
PRODUCER 1-770-552-4225 Ames & Gough, Inc. 450 Northridge Parkway Suite 102 Atlanta, GA 30350 Matias Ormaza	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.												
INSURED TRC Environmental Corporation TRC Companies, Inc. 21 Griffin Road North Windsor, CT 06095	<table border="1"> <tr> <th>INSURERS AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A: Commerce & Industry Insurance Company</td> <td></td> </tr> <tr> <td>INSURER B: American Int'l Spec Lines Ins. Co.</td> <td></td> </tr> <tr> <td>INSURER C: Twin City Fire Insurance Company</td> <td></td> </tr> <tr> <td>INSURER D: Twin City Fire Insurance Company</td> <td></td> </tr> <tr> <td>INSURER E: Hartford Fire Insurance Company</td> <td></td> </tr> </table>	INSURERS AFFORDING COVERAGE	NAIC #	INSURER A: Commerce & Industry Insurance Company		INSURER B: American Int'l Spec Lines Ins. Co.		INSURER C: Twin City Fire Insurance Company		INSURER D: Twin City Fire Insurance Company		INSURER E: Hartford Fire Insurance Company	
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COVERAGES

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INSR ADD'L ITR INSRD	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 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC	GL 7168709	07/01/09	07/01/10	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 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 <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> Comp. Ded. \$1,000 <input checked="" type="checkbox"/> Coll. Ded. \$1,000	CA 7168888 MA CA 7168886 A/O	07/01/09 07/01/09	07/01/10 07/01/10	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
B	EXCESS / UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$	UMB 7168710	07/01/09	07/01/10	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$ \$ \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below	20WN MF5434 A/O	07/01/09	07/01/10	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER
D	Y/N <input checked="" type="checkbox"/> N	20 WBR MF5433 WI	07/01/09	07/01/10	E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E	OTHER Commercial Property	20UUMIY7462	07/01/09	07/01/10	Blanket Pers. Prop. 24,000,000 Per Claim/Agg. 10M/15M
B	Professional Liability E&O Including Pollution Liab.	3778255	07/01/09	07/01/10	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
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CERTIFICATE HOLDER State of New Hampshire, Public Utility Commission 21 S. Fruit Street, Suite 10 Concord, NH 03301-2429 USA	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>30</u> 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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