

THE STATE OF NEW HAMPSHIRE

MERRIMACK COUNTY, SS.

SUPERIOR COURT

Clean Energy NH et al

v.

State of New Hampshire Public Utilities Commission

Docket No.

EMERGENCY MOTION FOR TEMPORARY, *EX-PARTE* INJUNCTIVE RELIEF

Clean Energy NH; Newell and Crathern, LLC; P&M Installed Building Solutions, LLC; Resilient Buildings Group, Inc.; Yankee Thermal Imaging, Inc.; Colonial Green Products, LLC; Compressor Energy Services, LLC; Turn Cycle Solutions, LLC; The Town of Hanover; and The New Hampshire Housing Authorities Corporation (collectively “Plaintiffs”) seek an emergency, *ex-parte* temporary injunction staying the New Hampshire Public Utilities Commission (“Commission”) Order 26,553 of November 12, 2021 (“Order”), which stay would have the effect of reinstating Commission Order 26,440 of December 29, 2020. In support of this motion, Plaintiffs respectfully state as follows:

1. Plaintiffs have concurrently filed a Complaint asserting the Commission unexpectedly, inexplicably, and unlawfully defunded the budget for the 2021–2023 New Hampshire Energy Efficiency Plan, effective January 1, 2022, ordering parties to the Commission’s docket to present budgets on December 15, 2021 according to the defunded figures.
2. Specifically, the Complaint asserts that the Order violated due process, was *ultra vires* and arbitrary and capricious, and violated the contract clause.

3. Plaintiffs' Complaint seeks declaratory judgement, mandamus, and injunctive relief to avoid the immediate and irreparable harm the Order will cause if allowed to stay in place while administrative remedies are sought at the Commission.

4. Plaintiffs respectfully incorporate the Complaint, including the legal arguments, to satisfy the requirement of likelihood of success on the merits.

5. As noted in the Complaint in detail, due to the extraordinary circumstances surrounding the Order—a lengthy delay in issuing a decision, the imminent expiration of the 2021 program budgets, and a period of transition and resulting conflicts of interest at the Commission—the Plaintiffs have no prospect of an effective legal remedy through the Commission that would avoid irreparable harms to them.

6. And the irreparable harms to the Plaintiffs are many, are already underway, and are set to imminently worsen.

7. Due to the emergency nature of this matter, time has not allowed provision of an exhaustive collection of all people who would suffer harm as a result of the Order, however, the Plaintiffs are illustrative of the estimated 10,838 people who work in the energy efficiency sector in New Hampshire who are likely to be irreparably harmed by the Order. Affidavit of Samuel Evans-Brown, attached as Exhibit A, at ¶ 18.

8. Companies like Plaintiff Compressor Energy Services, who operate in making systems more energy efficient, will lose many contracts due to the lack of incentives of switching to an energy efficient system. Affidavit of Devon Wright, at ¶ 18, attached as Exhibit B.

9. This will mean a loss of revenue, and possibly a switch of business to a market with more incentives.

10. Multiple Plaintiffs in their affidavit report that they will have to lay off employees in direct effect of the Order, including Turn Cycle Solutions, who has enjoyed huge growth due to the energy efficiency funding in the last decade. Affidavit of Michael Turcotte, at ¶ 14, attached as Exhibit C.

11. Michael Turcotte, the owner, reports that should the Order remain in place, half of his eighteen-person staff will have to be let go. Id.

12. Plaintiff Newell and Crathern will also be forced to lay off staff right before the holidays due to this Order, as well as losing huge amounts in revenue.

13. Says owner William Newell, “As all utilities have suspended work orders, this will result in immediate layoffs of most of our employees by the end of December 2021 and a significant loss in revenue for the business due to lost projects.” Affidavit of William B. Newell, at ¶ 21, attached as Exhibit D.

14. The effects of the order have already been felt, as utilities have already suspended work and losses are already being seen by these companies.

15. For some companies, their entire business rests on the funding the Commission has just cut.

16. Plaintiff P&M Insulation reports that 90% of their annual business revenue comes from these projects. Affidavit of Jason Palmer, at ¶ 13, attached as Exhibit E.

17. P&M Insulation owner, Jason Palmer, goes on to say the Order “causes irreparable harm to my business as it will force P&M Insulation to layoff all employees and/or be subject to close our business for good.” Id. at ¶ 15.

18. Other companies, like Plaintiff Resilient Buildings Group, serve low-income housing that will almost certainly not be able to achieve energy efficiency without the incentives the Order has cut.

19. In addition to the layoffs that the business will be forced to make, low-income housing will not have the same access to energy efficient systems that they did before the Commission put out the Order.

20. Pursuant to the Energy Standard, residents of low-income housing ought to be prioritized in energy efficiency funding due to their especially poor positioning with respect to ability to monetize energy efficiency upgrades.

21. As Dana Nute, President of Resilient Buildings Group, states, its “financial viability and ability to employ New Hampshire workers is directly tied to the very programs the Public Utility Commission just cut funding for.” Affidavit of Dana Nute, at ¶ 21, attached as Exhibit F.

22. The Town Manager of Plaintiff Town of Hanover, Julia Griffin, states “Given the very real impacts of climate change here in New Hampshire, many of which continue to impact municipal operations and necessitate the investment of considerable federal tax dollars in disaster response resulting from severe weather and in hardening infrastructure to withstand future impacts, now is not the time for the State of New Hampshire to undermine a program that has been very successful, effective, and popular.” Id. at ¶ 19.

23. The sudden and damaging effects from the Order are also completely unexpected by the very people who will suffer the most.

24. Plaintiff Yankee Thermal Imaging was specifically told to staff up and expect additional projects in preparation of increased funding in 2022. Affidavit of Edward Marquardt, at ¶ 21, attached as Exhibit H.

25. Now, instead of additional funding, they are having to face huge cuts that will force layoffs and incredible losses of revenue.

26. The damages this Order causes will not be shouldered only by businesses, however.

27. As Plaintiff Colonial Insulation and Fire Proofing President Christopher Stewart says in his affidavit, “Ending the program in this manner could also leave Colonial with stranded uncollectable receivables which would force Colonial to take collection actions against the Utilities for breach of contract. [...] It would be reasonable to assume the Utilities would pass the liability to the State of NH where the taxpayers may have to pay the full damages and legal fees.” Affidavit of Christopher Stewart, at ¶¶ 13-15, attached as Exhibit I.

28. Essentially, the Commission’s Order has made it so that New Hampshire taxpayers will literally be paying for the unfinished work on projects they will not be able to benefit from.

29. With increasing energy prices, the NH Housing Authorities Corporation expects this Order “will exacerbate the unequal burden that the most vulnerable Granite Staters suffer in a year.” Affidavit of Craig Welch, at ¶13, attached as Exhibit K.

30. As shown through the numerous affidavits, illustrative of so many more, the threat of hundreds if not thousands of layoffs, multiple businesses closing down permanently, and other harms, is imminent if the Order is not stayed.

31. It is important to emphasize that these harms are irreparable.

32. In Frederick Fellendorf's affidavit, he discusses a similar situation in New York where funding to energy efficiency programs was cut and the lasting effect it had on his business, the industry, and the energy efficiency of the state.

33. Mr. Fellendorf states: "A number of us went out of business, and my business was very nearly one of them. Others pivoted to different market sectors." Affidavit of Frederick Fellendorf, at ¶¶ 19-20, attached as Exhibit J.

34. The defunding of the programs that his clients relied upon also had a devastating financial effect on him, stating that "it took several years to recover the revenue stability and manage the debt that accumulated during that time frame of instability." Id. at ¶ 37.

35. About the employees, Mr. Fellendorf states, "Many of them moved on to other jobs never to return to the building performance industry." Id. at ¶ 29.

36. About lasting adverse impact to energy efficiency rates, Mr. Fellendorf states, "Low to moderate income multifamily buildings in NY State continue to have higher than average energy use to this day." Id. at ¶ 32.

37. Emergency injunctive relief is the only way to prevent these imminent and irreparable harms from happening here in New Hampshire as well.

38. With there being, in effect, no Commission capable of acting on motions about the Order, there is no adequate remedy at law, and immediate injunctive relief is necessary to avoid the imminent irreparable harm to New Hampshire's energy efficiency sector, as well as harm to the environment and ratepayers.

39. The relief sought by Plaintiffs is in the public interest.

40. A preliminary injunction is appropriate under established rules of equity.

41. For these reasons, and for reasons set forth more fully in the Complaint, Plaintiffs are entitled to emergency, temporary injunctive relief pending final, lawful action from the Commission.

WHEREFORE, Plaintiffs respectfully request that the Court:

- A. Issue an order staying the Public Utilities Commission's Order 26,553 of November 12, 2021, which stay would have the effect of reinstating Commission Order 26,440 of December 29, 2020 until rehearing and, appeals if necessary, are concluded and there is a final, lawful, decision on the 2021–2023 Triennial Energy Efficiency Plan.
- B. Issue these orders without any hearing, or in the alternative, schedule an expedited hearing on this motion such that an order can be issued before December 15, 2021; and
- C. Grant any other relief as the Court deems just and necessary.

Respectfully submitted,

December 7, 2021

Clean Energy NH

By their Attorneys:

BCM Environmental & Land Law, PLLC

/s/ Amy Manzelli, Esq.

By: Amy Manzelli Esq. (17128)

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Sheehan Phinney Bass & Green

/s/ Christopher Cole, Esq.

By: Christopher Cole, Esq. (8725)

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/s/ Ryan P. Lirette, Esq.

By: Ryan P. Lirette, Esq. (19561)

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Portsmouth, NH 03801
603-627-8223

Newell and Crathern, LLC; P&M Installed Building Solutions, LLC; Resilient Buildings Group, Inc.; Yankee Thermal Imaging, Inc.; Colonial Green Products, LLC; Compressor Energy Services, LLC; Turn Cycle Solutions, LLC; The Town of Hanover; and The New Hampshire Housing Authorities Corporation (all pro se):

Each of the below signors authorized Amy Manzelli, Esq. to sign and file for them, though they are all *pro se*:

/s/ William Newell, President
Newell and Crathern, LLC
34 Staniels Road, Loudon, NH

/s/ Jason Palmer, Owner
P&M Installed Building Solutions
199 Rockingham Road, Londonderry, NH

/s/ Dana Nute, President
Resilient Buildings Group, Inc.
46 S. Main Street, Suite #7, Concord, NH

/s/ Edward Marquardt, President
Yankee Thermal Imaging
75 Allen Street, Rochester, NH

/s/ Christopher Stewart, President
Colonial Green Products, LLC
1126 NH Route 202, Rindge, NH

/s/ Devon Wright, Compressed Air Specialist
Compressor Energy Services LLC
395 Daniel Webster Highway U1, Merrimack, NH

/s/ Michael Turcotte, Sr., Owner
Turn Cycle Solutions, LLC
36 E. Otterson Street, Nashua, NH

/s/ Julia Griffin, Town Manager
Town of Hanover
41 Main Street, Hanover, NH

/s/ Craig Welch, President
NH Housing Authorities Corporation
C/o Dover Housing Authority
62 Whittier Street, Dover, NH, 03820

CERTIFICATION

I hereby certify that a true and accurate copy of the foregoing has been forwarded to Seth Zoracki, Senior Asst. Attorney General, for the Public Utilities Commission, as well as a courtesy email sent to all parties to the Public Utilities Commission Service List in PUC Docket No. 20-092.

Dated: December 7, 2021

/s/ Amy Manzelli, Esq.
Amy Manzelli, Esq.

STATE OF NEW HAMPSHIRE

MERRIMACK, SS.

SUPERIOR COURT

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Docket No. _____

AFFIDAVIT OF SAMUEL EVANS-BROWN

1. My name is Samuel Evans-Brown, and I am the Executive Director at NH Sustainable Energy Association doing business as Clean Energy NH.
2. Clean Energy NH is a plaintiff in this matter.
3. My knowledge as to the facts set forth in this Affidavit is derived from my own professional knowledge and experiences.
4. I have been employed at Clean Energy NH for six months and before that for nearly ten year was a journalist, including reporting on energy issues.
5. Clean Energy NH was formed in 2003 and employs five people (full-time equivalent).
6. Clean Energy NH represents over one hundred clean technology businesses in New Hampshire, including a large portion of the contractors who specialize in energy efficiency upgrades.
7. Clean Energy NH primarily engages in policy advocacy and public education as to the benefits of clean energy technologies.
8. My primary roles and responsibilities include management of Clean Energy NH and policy advocacy.

9. Clean Energy NH has been engaged in advocating for increased ambition for energy efficiency policies for nearly two decades.

10. Clean Energy NH Executive Directors in years past have been members of the Energy Efficiency and Sustainable Energy (EESE) board since as far back as 2013, where it has advocated for the creation of an Energy Efficiency Resource Standard (“Efficiency Standard”).

11. An Efficiency Standard recognizes that investing in energy efficiency measures typically costs less than half of the cost of building new electricity generation facilities, and that therefore encouraging energy efficiency investments exerts a downward pressure on electricity rates.

12. This policy priority has been recognized and singled out in New Hampshire’s 10-year energy strategy from 2014, the 2018 update to it, and in numerous orders from the Public Utilities Commission.

13. Clean Energy NH members include heating, ventilation, and air conditioning (HVAC) installers; electrical companies that specialize in lighting retrofits; residential weatherization companies that install energy efficiency upgrades in homes; and commercial efficiency providers that upgrade electric motors and other sources of electrical demand.

14. Our members improve energy efficiency of building and improving the energy efficiency of buildings means keeping hundreds of millions of dollars in the pockets of New Hampshire residents, which ultimately improves the local economy generally, all while increasing the comfort of residential living spaces and commercial workplaces.

15. Investing in energy efficiency increases economic productivity.

16. Furthermore, as the combustion of fossil fuels creates airborne pollution—such as Particulate Matter 2.5, which has been estimated to result in over 100,000 premature deaths in

the United States annually—and energy efficiency reduces said pollution, efficiency measures are an effective policy measure for improving public health. See National Institutes of Health, Particulate Matter and Premature Mortality: A Bayesian Meta-Analysis, available at, <https://www.ncbi.nlm.nih.gov/pmc/articles/PMC8303514/>, last visited December 6, 2021.

17. All of these benefits, keeping money in the pockets of New Hampshire residents, increasing economic productivity, and preventing premature death by cleaning air, will be reduced because of the order.

18. The companies who install energy efficiency upgrades are the largest employer of workers in the New Hampshire energy industry, engaging an estimated 10,838 people in 2020 according to the 2021 U.S. Energy and Employment report. See Department of Energy, Energy Employment by State 2021, available at, <https://www.energy.gov/sites/default/files/2021-07/USEER%202021%20State%20Reports.pdf>, last visited December 6, 2021.

19. This is compared to 5,626 who work in electrical power generation and 3,366 who work in transmission, distribution, and storage.

20. Energy efficiency has been among the hardest hit by the coronavirus pandemic in the energy sector, losing nearly 2000 jobs since the winter of 2020.

21. Worker retention in the efficiency sector is notoriously difficult, especially in the residential sector.

22. Weatherizing homes requires workers to don Tyvek suits and respirators, and crawl into overheated attics to apply air sealing and install insulation, or into unventilated crawl spaces to seal foundation gaps and install vapor barriers.

23. Despite the intense physical nature of the work, it is also skilled labor.

24. Becoming a highly effective energy auditor can require as much as seven years of experience.

25. Inappropriately installed insulation or air sealing materials can cause moisture damage, leading to mold hazards and rot, and exposing contractors to legal liability.

26. As such, retaining qualified workers is simultaneously of paramount importance to weatherization companies and singularly difficult.

27. What's more, substantial capital investment is required to create a weatherization or energy efficiency company, as the equipment required is different from that of a standard contractor.

28. Companies that specialize in efficiency must purchase spray foam machines, cellulose insulation blowers, and trucks outfitted to power these machines at remote sites, among other special tools.

29. These companies plan their capital investments around state policy documents, such as the Energy Standard, and cannot easily pivot to different types of work.

30. The order slashes the budget of the state's efficiency programs by 52 percent over a 3-year period.

31. While direct job impacts cannot be stated with certainty, it is doubtless the impact of the order on the largest employer in the New Hampshire energy sector would be profound.

32. Plus, as the Order does not specify the types of energy efficiency improvements it considers to be acceptable, it will result in a prolonged work stoppage until policy certainty is achieved by another Public Utilities Commission order approving a new statewide efficiency plan.

33. As such, all efficiency work in the state will cease until policy certainty is achieved.

34. If this order is allowed to stay in place, multiple efficiency providers have affirmed they will lay workers off around the time of the holidays, and many of those workers may not return to the sector.

35. As such, even if the order is reversed next year, losing these workers may result in a period of prolonged rebuilding for the efficiency sector over a period of many years.

36. The losses sustained in the interim will be permanent.

I, Samuel Evans-Brown, hereby depose and state under oath that the above information is true and correct to the best of my knowledge and belief.

Date: December 6, 2021

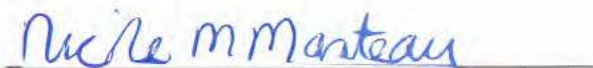


Samuel Evans-Brown

STATE OF NEW HAMPSHIRE

COUNTY OF Merrimack

Personally appeared the above-named Samuel Evans-Brown and gave oath that the foregoing affidavit is true and accurate to the best of his knowledge, information, and belief.



Notary Public/Justice of the Peace

My Commission expires: 6-2-2026



STATE OF NEW HAMPSHIRE

MERRIMACK, SS.

SUPERIOR COURT

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v.

State of New Hampshire Public Utilities Commission

Docket No. _____

AFFIDAVIT OF DEVON WRIGHT

1. My name is Devon Wright and I reside at 45 Bow Steet in Freeport, Maine.
2. My knowledge as to the facts set forth in this Affidavit is derived from my own personal and professional knowledge and experiences.
3. I have been employed at Compressor Energy Services of Merrimack, New Hampshire for a total of ten years and my current title is Compressed Air Specialist.
4. Compressor is a Plaintiff in this matter and a member of Clean Energy NH.
5. Compressor Energy Services was founded in 2002 and employs ten people (full-time equivalent) with an average annual revenue of \$6,500,000.
6. The company primarily engages in working with large industrial facilities to increase their operational efficiency of their compressed air systems.
7. My primary roles and responsibilities include consulting, sales, engineering, and project management with a focus (80%) in New Hampshire.
8. Compressor Energy Services has been working with the utility programs since its inception and have been one of the largest single contributors to the program savings in the last five years.

9. We have built our business around the NHSaves program and conduct weekly coordination calls with representatives from both Eversource New Hampshire, and the NH Electric Coop to ensure that we are meeting the objectives for the program managers.

10. The challenge with the large industrial customers is aligning the Energy Efficiency program cycle with the capital expenditure cycles.

11. Often it takes years to develop a project from start to finish including sometimes several budget cycles to gain customer capital expenditure approval for a project.

12. Compressor Energy Services has several million dollars' worth of projects with New Hampshire companies where an incentive estimate has been used to submit the project for funding in 2022-2023.

13. With the proposed changes in the funding levels and an inability to bridge program years, it will make it very difficult for customers to incorporate the incentives into their planning.

14. Compressed air systems are inherently inefficient, but essential to the operation of almost all manufacturing facilities.

15. Furthermore, the marketplace typically takes a "First Cost" approach and is not consistently taking energy efficiency into account in both the selection of new equipment and the continued operation of the systems.

16. It is only with the utilization of the energy efficiency programs that we have been able to substantially improve the efficiency of the systems.

17. The current plan to return funding to 2018 levels, which to the layperson would not seem like a major leap, fails to consider that the majority of the low-cost savings have already been realized.

18. The larger efficiency projects that remain untapped in the industrial segment are typically projects that were not feasible under the old incentive structure where incentives were limited or capped at a lower rate per kilowatt/hour.

19. Furthermore, NHSaves program had just started to come into alignment with the other states in New England.

20. With the new plan, many of the Vendors, Compressor Energy Services included, will choose to spend our time in markets where the incentives are more compelling and support more comprehensive projects.

21. Compressor Energy Services works entirely in industrial energy efficiency projects, and therefore the de-incentivization of industrial projects will mean a significant amount of Compressor's time and efforts will move out of state.

22. In recent years, the New Hampshire industrial section has seen a significant increase in engagement with these projects.

23. Recent growth in the industrial energy efficiency market in New Hampshire would be stunted and slide backward into stagnation.

24. The incentive programs have resulted in a reduction of energy use resulting from more efficient systems by dozens of large factories in New Hampshire.

25. The incentives allow facilities to gain approval for projects that they would otherwise not be able to fund.

26. This has the direct impact of reducing the cost of manufacturing in the state and improving their ability to remain competitive, in spite of the high regional energy costs.

27. This policy shift by the PUC will have the direct impact of reducing the competitiveness of New Hampshire manufacturers who already face many headwinds.

28. Compressor is proud to be able to assist industrial facilities in reducing costs of energy and maintenance would be disappointed to see fewer opportunities in their home state.

29. Under the Order, Compressor will see significant loss of revenue and likely a shift of focus to projects in other New England states.

I, Devon Wright, hereby depose and state under oath that the above information is true and correct to the best of my knowledge and belief.

Date: 12-06-2021

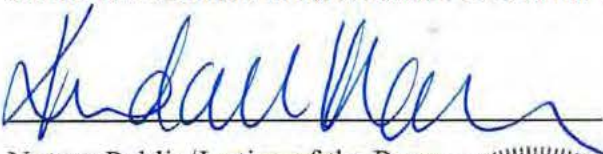


Devon Wright

STATE OF NEW HAMPSHIRE

COUNTY OF Hillsborough

Personally, appeared the above named Devon Wright and gave oath that the foregoing affidavit is true and accurate to the best of his knowledge, information, and belief.



Notary Public/Justice of the Peace

My Commission expires: _____



STATE OF NEW HAMPSHIRE

MERRIMACK, SS.

SUPERIOR COURT

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Docket No. _____

AFFIDAVIT OF MICHAEL J. TURCOTTE, SR.

1. My name is Michael J. Turcotte, Sr. and I reside at 385 Woodcrest Court in Manchester, New Hampshire, 03109.
2. My knowledge as to the facts set forth in this Affidavit is derived from my own personal and professional knowledge and experiences.
3. I am employed at and am the owner of Turn Cycle Solutions, LLC ("Turn Cycle") and have been for twelve years.
4. Turn Cycle is a member of Clean Energy NH, and is also a plaintiff in this matter.
5. Turn Cycle was founded in 2009 and employs eighteen people (full-time equivalent) with an average annual revenue of \$3.5 Million.
6. My primary roles and responsibilities include estimating, financial analysis, client relations, project management, and general daily operation of Turn Cycle.
7. Turn Cycle is a preferred contractor for Eversource and Liberty utilities, provides energy assessment and weatherization services to residential homeowners within the NHSaves program.

8. Beginning in 2012, Turn Cycle provided only energy assessment services within the NHSaves program, but our service capabilities have expanded significantly throughout the last nine years to include energy assessments and weatherization services.

9. Currently, nine of our eighteen employees are exclusively dedicated to weatherization services within the NHSaves program.

10. From 2012 to 2020 our revenue grew from \$426,039.57 to \$2,891,942.70.

11. Turn Cycle works on an average of 103 number of homes per year and has the ability to expand to more than 150 homes per year.


12. In nine years, we have weatherized 801 residential properties within the NHSaves Program alone.

13. Total accumulative revenue for these projects is \$3,415,901.66, of which \$1,906,718.27 of rebate monies was obtained by homeowners through the NHSaves program.

14. The order if left in place, is detrimental to the ability for Turn Cycle to maintain nine employees, along with the estimated dependents that will have their main bread winner without a job.

I, Michael J. Turcotte Sr., hereby depose and state under oath that the above information is true and correct to the best of my knowledge and belief.

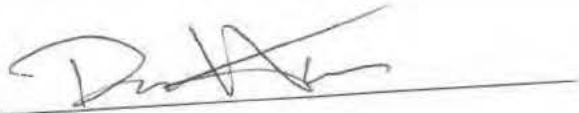
Date: 12/6/21


Michael J. Turcotte SR

STATE OF NEW HAMPSHIRE

COUNTY OF Hillsborough

Personally appeared the above named Michael J. Turcotte, Sr. and gave oath that the foregoing affidavit is true and accurate to the best of his knowledge, information, and belief.



Notary Public/Justice of the Peace

My Commission expires: _____



STATE OF NEW HAMPSHIRE

MERRIMACK, SS.

SUPERIOR COURT

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Docket No. _____

AFFIDAVIT OF WILLIAM B. NEWELL

1. My name is My name is William B. Newell and I reside at 7189 Pleasant St Loudon, New Hampshire.
2. My knowledge as to the facts set forth in this Affidavit is derived from my own professional knowledge and experiences.
3. I own Newell and Crathern, LLC and have for 22 years and my title is President.
4. Newell and Crathern is a plaintiff in this matter and is a member of Clean Energy NH.
5. Newell and Crathern was founded in 1999 and employs twenty-three people (full-time equivalent) with an average annual revenue of \$3.8 million.
6. The company primarily engages in energy consulting and weatherization.
7. My primary roles and responsibilities include business operation.
8. We currently hold a contract with Liberty Utilities, Eversource New Hampshire, Unitil, and the NH Electric Cooperative which extend until 12/31/2021 and includes an agreement to complete assigned jobs by doing an energy audit and installing weatherization measures for each job which is remunerated by the utility program.
9. Based on this year's current figures through 11/18/2021, this would be a total of \$2,145,536.74 in revenue.

10. We also hold a contract with the Belknap County, Strafford County, and Southwestern Community Action Programs.
11. These contracts extend to 6/30/2022, which administer funds for the low-income Home Energy Assistance Program administered by the NH Utilities.
12. They assign us jobs that require installing weatherization measures based on the scope of work provided to us.
13. These contracts (attached as Exhibit A) year to date total \$1,207,964.88 in revenue.
14. Furthermore, Newell and Crathern attended a meeting hosted by the utility companies on 1/27/2020 in which the pending expansion of efficiency program budgets was discussed, and we were urged to significantly pick up the pace from prior years due to increased funding.
15. To accommodate this, Newell & Crathern hired more crew, invested in more trucks, bought land, and added another industrial condo unit costing a total of over \$400,000 based on the representations of increased work.
16. Finally, assurances that the weatherization program funding would continue were provided via email by the utilities on 2/12/2021 in which it was asserted to ramp up our companies for at least for the next four years.
17. They continued to say that they could easily commit to every qualified lead we can handle and then some (attached as Exhibit B).
18. We have been reasonably expecting significant growth of this industry and our business and have acted accordingly in preparation.
19. We have signed contracts annually with all New Hampshire utilities (Eversource, Liberty, Unitil and NHEC) for providing weatherization services under the

NHSaves programs going back to 2010.

20. Similarly, we have been providing weatherization under the Home Energy Assistance Program since 2010.

21. Our business model consists entirely of installing weatherization upgrades to serve the state's weatherization programs.

22. As all utilities have suspended work orders, this will result in immediate layoffs of most of our employees by the end of December 2021 and a significant loss in revenue for the business due to lost projects.

23. If the Public Utilities Commission's order of November 12, 2021 stands, our company will suffer huge losses of personnel and finances that would be very slow to recover if even possible.

I, William B. Newell, hereby depose and state under oath that the above information is true and correct to the best of my knowledge and belief.

Date: 12/6/2021

William B. Newell

William B. Newell

STATE OF NEW HAMPSHIRE

COUNTY OF Merrimack

Personally, appeared the above named William Newell and gave oath that the foregoing affidavit is true and accurate to the best of his knowledge, information, and belief.

Dennis Castiglioni

Notary Public/Justice of the Peace

My Commission expires: 3/24/2026



SHORT FORM SERVICES AGREEMENT

This Agreement ("Agreement"), effective **June 19, 2020**, by and between **Liberty Utilities (Granite State Electric) Corp.**, a New Hampshire corporation, ("Company") having its principal offices at **15 Buttrick Road, Londonderry, New Hampshire 03053**, and **Newell & Crathern, LLC**, a New Hampshire corporation, ("Contractor") having offices at **7189 Pleasant Street, Loudon, New Hampshire 03307**. Company and Contractor may be referred to individually as a "Party" or collectively as "Parties" below.

NOW THEREFORE, in consideration of the mutual terms, conditions and covenants hereinafter set forth, the parties hereto agree as follows:

1. **Scope of Work.** Contractor agrees to perform the services and provide the products for Company as described in the attached **Exhibit A** and or in work order agreements which may be executed by and between the parties, and shall be performed in compliance with the terms of this Agreement. Contractor shall be responsible to provide all equipment and materials necessary in connection with the Work.

2. **Standard of Performance.** Contractor warrants that the Work shall (i) be performed in a good and workmanlike manner with the degree of care, skill and diligence normally employed by contractors performing the same or similar services; (ii) comply with all applicable and customary industry standards; (iii) comply with the specifications, if any; and (iv) comply with, all applicable laws, rules, regulations and codes. Contractor further represents and warrants that it is competent and qualified by experience to perform the Work in accordance with the foregoing warranties. All products provided with the Work shall be manufactured and supplied by Contractor in accordance with the technical specifications approved by Company. Any Work not conforming to such warranties shall be re-performed or corrected by Contractor as soon as possible at Contractor's sole cost, or at Company's election, Company may terminate this Agreement in accordance with Section 18 below.

3. **Term.** This Agreement shall be effective as of the date written above and shall continue in full force and effect, unless terminated earlier pursuant to Section 18, until the later of (i) three (3) years from the date hereof, and (ii) the date that the Work is completed according to the standards and specifications set forth herein (the "Term").

4. **Fees and Payment.** The fee to which Contractor shall be entitled for its performance of the Work shall be as described in the attached **Exhibit A** and or work order agreements. Contractor shall submit all invoices to Company monthly, and shall submit the final invoice within thirty (30) days of completion of all Work hereunder. Company shall pay the undisputed amount of any invoice within forty-five (45) days of receipt of such invoice and completion of the Work to Company's sole satisfaction less a 10% holdback pending final completion. Company shall not be responsible for payment of any invoice or portion of such invoice that Company in good faith disputes, until such time as the dispute is resolved. Company may withhold final payment until Contractor (i) ensures the premises are cleaned up to Company's reasonable satisfaction and (ii) all Work is tested in accordance with the specifications and properly operating. Contractor shall submit to Company fully executed, complete and final lien waivers from each Party benefiting from the right to file a lien related to the Work.

5. **Taxes.** Contractor shall, where applicable, separately list on its invoices all valid sales taxes applicable to the services provided hereunder. If Company is exempt from the payment of taxes, Company will provide Contractor with a tax exemption certificate. Prior to starting the Work and/or procurement of goods and services, Contractor shall obtain the necessary permits and licenses to remit sales, use, gross receipts and like taxes to the applicable taxing authority.

6. **Independent Contractor.** This Agreement does not in any way create an employer/employee relationship between Company and Contractor. Contractor shall act at its own risk and expense in its fulfillment of the terms and obligations of this Agreement and agrees to employ and direct any persons performing any Work hereunder.

7. **Subcontracting.** Contractor may not directly or indirectly subcontract or delegate any of its obligations under this Agreement without Company's prior written consent, which Company may withhold at its sole discretion. Contractor shall provide to Company a written list of Contractor's subcontractor name(s). All Agreement requirements and provisions that apply to the Contractor shall apply to any subcontractors. Contractor shall be liable for any acts or omissions of such subcontractors as if such acts or omissions were those of persons directly employed by Contractor. Contractor agrees to incorporate the terms of the Agreement into all agreements with its subcontractors. No subcontract shall relieve Contractor from any of its obligations or liabilities under the Agreement. Contractor shall require that any permitted subcontractors maintain insurance that meets or exceeds the requirements set out in Section 10.

8. **Safety.** Contractor shall be solely and exclusively responsible for project safety. Contractor shall be solely and exclusively responsible for compliance with any and all federal, state, and local safety laws, ordinances, regulations and rules relating to performance of the Work. Contractor acknowledges and shall comply with Company's Contractor Safety Program attached as **Exhibit B**, including any and all updates or changes to such Safety Program. Contractor shall insure that any and all sub-contractors, consultants or other entities retained by Contractor to perform the work shall comply with Company's Contractor Safety Program. Contractor to perform the work shall comply with Company's Contractor Safety Program and Health & Safety Guidelines for In-Premise and Customer-Facing Energy Efficiency Audits and Upgrades attached hereto as **Exhibit D**.

8.1 **ISNetWorld.** To the extent subscription or enrollment in ISNETworld is required for the Work under Company's Contractor Safety Program, contractor shall comply with such requirement for Contractor and any all sub-contractors, consultants or other entities retained by Contractor to perform the work.

8.2 Contractor shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work to prevent damage, injury or loss to:

- a. All employees, subcontractors and suppliers on the Work and other persons and organizations on the Site or who may be affected thereby;
- b. All the Work and materials and equipment to be incorporated in the Work, whether in storage on or off the project site; and
- c. Other property at the project site or adjacent to the project site including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities, and

underground facilities not designated for removal, relocation or replacement in the course of construction.

8.3 Contractor shall perform the Work consistent with practices, methods, standards and acts (including, but not limited to, those engaged in or approved by a significant portion of the electric utility industry for similarly situated facilities) which, in the exercise of the reasonable judgment of an experienced contractor and designer of similarly equipped facilities, and in light of the facts known or which should have been known at the time the decision was made, would have been expected to accomplish the desired result in a manner consistent with, and in view of, the laws, this Agreement, the Contract Documents, adherence to applicable electric utility industry codes and standards, reliability, safety, protection of equipment, expedition and economy, and shall comply with all applicable laws and regulations of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss and shall erect and maintain all necessary safeguards for such safety and protection.

Contractor shall notify owners of adjacent property and of underground facilities and utility owners when prosecution of the Work may affect them. Contractor shall cooperate with all such owners of adjacent property and of underground facilities and utility owners in the protection, removal, relocation and replacement of their property. All damage, injury or loss to any property caused, directly or indirectly, in whole or in part, by Contractor, any subcontractor, supplier or any other person or organization directly or indirectly employed by any of them to perform or furnish any of the Work or anyone for whose acts any of them may be liable shall be remedied by Contractor (except damage or loss attributable to the fault of drawings or technical specifications or to the acts or omissions of Company or anyone employed by Company or anyone for whose acts Company may be liable and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor).

Contractor's duties and responsibilities for the safety and protection of the Work shall continue until such time as care, custody and control of the Work is transferred to Company. Contractor shall designate a safety representative at the project site. Contractor shall immediately report to Company the occurrence of any recordable safety incident or significant near miss

Despite anything in this Agreement to the contrary, Company has the right to stop the Work if Company reasonably deems it necessary for safety reasons.

9. Ownership of Work Product. All Work product conceived, created, developed, made or acquired by Contractor, either individually or jointly with others that is deliverable as part of the Work, shall be Company's sole and exclusive property.

10. Insurance. For the entire period of this Agreement, Contractor shall at all times maintain its certificate as a Company approved contractor in ISNetworld. Contractor shall maintain in effect at all times during performance of services as described in this Agreement, insurance coverage, requirements and limits set forth in **Exhibit C** attached to this Agreement. Such insurance coverage shall be provided by carrier(s) satisfactory to Company.

11. Indemnity. To the fullest extent permitted by law, Contractor and its successors, assigns and guarantors, shall defend, indemnify and hold harmless Company and Company's agents, representatives, officers, directors, parents, subsidiaries, affiliates, consultants, insurers

and/or sureties, from and against any and all liabilities, claims, direct damages, direct losses, costs, expenses (including but not limited to, attorney's fees, court costs and appellate proceedings), injuries, causes of action, or judgments occasioned by, contributed to and/or in any way caused, in whole or in part, by Contractor, its respective agents or employees, or any subcontractor, engineer, consultant or sub-contractors of Contractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable and any injury or damages claimed by any of Contractor's and subcontractor employees, in the performance of the Work covered by this Agreement by whoever performed, including but not limited to any active or passive negligence of Company, and/or any act or omission of Company, unless such negligence, act and/or omission of Company was the sole cause of such liability and/or claim. Contractor shall defend Company at Contractor's expense with legal counsel reasonably acceptable to Company. This Indemnity Clause shall apply to any claim arising out of, related to or in any way incident to the performance of the Work of Contractor that is sustained or asserted before or after completion of the Work or termination of this Agreement. This Indemnity Clause extends to and includes all claims, just or unjust, based on a tort, strict liability, contract, lien, statute, stop notice, rule, safety regulation, ordinance or other affiliated relief or liability, and whether the injury complained of arises from any death, personal injury, sickness, disease, property damage (including loss of use), economic loss, patent infringement, copyright infringement, or otherwise, even if such claim may have been caused in part by Contractor as set forth above. This indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor and/or Project Manager or any subcontractor, supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts. This indemnity clause shall apply solely to the extent that such liability claim, damage, loss or expense is caused by Contractor.

12. Limitation of Liability. Except as expressly provided herein, neither Party shall be liable to the other for any incidental, indirect, special, punitive, or consequential damages, including loss of use, loss of power or loss of revenue. Company agrees to limit Contractor's liability to Company and to all persons having contractual relationships with Company to the insurance limits stated in the applicable ISNetwork certificate for this Agreement.

13. Remedies. The rights and remedies of the parties herein are not exclusive and are in addition to other rights or remedies provided at law or equity.

14. Liens. To the extent permitted by applicable law, the Contractor shall not create, establish or allow, and hereby waives any rights or claims it might otherwise have to or for any mortgage, mechanics or other lien upon any Company property or right. Contractor shall take all action necessary to (i) avoid the attachment of a lien on the Company's property, and (ii) remove any lien on Company property arising from or in connection with this Agreement. Contractor, subcontractors or materialmen shall promptly and satisfactorily settle any such claims and liens.

15. Compliance with Laws and Policies. Contractor shall comply in all respects with all applicable federal, state and local laws, ordinances, regulations and rules.

16. Applicable Law/Venue. This Agreement shall be construed and governed by the laws of the State of New Hampshire] without regard to the principles of conflicts of law. Contractor and Company hereby irrevocably submit to the jurisdiction of any state or federal court sitting in the State of New Hampshire in any action or proceeding arising out of or related to this

Agreement, and agree that no Party shall seek removal or bring any such action or proceeding in any other Court..

17. Assignment. Contractor shall not assign or transfer this Agreement or its rights and obligations hereunder or subcontract the Work or any part thereof, without Company's prior written consent. Company may assign or transfer this Agreement and its rights and obligations hereunder at any time without the consent of Contractor. This Agreement shall enure to the benefit of, and shall be binding upon, the parties and their respective successors and assigns.

18. Termination. This Agreement may be terminated by either Party without cause upon fourteen (14) days written notice. In addition, Company may terminate this Agreement upon 24 hours written notice in the event of a breach by Contractor of any of its obligations hereunder. In the event of termination, Contractor shall be entitled to payment for Work performed up to the effective date of termination and any obligations relating to warranties, indemnification, limitation of liability, confidentiality and insurance matters shall survive any such termination.

19. Force Majeure. No Party shall be liable to the other Party for any delay or failure in the performance of any of its obligations hereunder if and to the extent such delay or failure is a result of Force Majeure. The term "Force Majeure" means any act or event that (i) delays the affected Party's performance of its obligations in accordance with the terms of the Project Agreement or Purchase Order, (ii) is beyond the reasonable control of the affected Party and is not due to its fault or negligence, (iii) is not reasonably foreseeable, and (iv) could not have been prevented or avoided by the affected Party through the exercise of due diligence, including (to the extent consistent with the foregoing) any act of God, pandemics, any act or omission of any government authority, explosions, fire, riot, and war. Force Majeure shall not include: (a) economic hardship; (b) any labor strike, labor dispute, work stoppage, boycotts, walkouts and other labor difficulties or shortages resulting therefrom, except for nationwide strikes meeting all of the requirements specified in the definition of Force Majeure; (c) the inability to obtain labor, equipment or other materials or supplies for the Work; (d) changes in market conditions; (e) failure to timely apply for permits or approvals; (f) any act or event to the extent resulting from the fault or negligence of any person claiming Force Majeure; or (g) the financial inability of any person to perform its obligations under the Project Agreement or Purchase Order. For the purpose of claiming Force Majeure due to abnormal weather, abnormal weather shall be defined as conditions that occur at the Site and are more severe than the most recent ten (10) year mean plus two standard deviations using National Oceanic Atmospheric Administration weather data from the nearest reporting station to the Site. The protections afforded under this section shall be of no greater scope and no longer duration than is required by the Force Majeure. Notwithstanding this section, no Force Majeure shall relieve, suspend or otherwise excuse any Party from performing any obligation to make any payment owed to another Party or to indemnify, defend, or hold harmless another Party. Upon the occurrence of a Force Majeure (or as soon as reasonably practicable thereafter), the Party declaring the Force Majeure shall act to resume normal performance of the affected Project Agreement or Purchase Order and Work within the shortest time practicable, taking into account the consequences resulting from such event of Force Majeure.

20. Permits and Licenses. Contractor shall secure, at its sole expense, all necessary permits and licenses necessary to perform and complete the Work and Contractor shall be solely responsible for all applicable fees, assessments, or taxes levied by such governmental agencies with jurisdiction in connection therewith.

21. General. If any provision of this Agreement shall be held to be invalid or unenforceable, the remaining terms and provisions of this Agreement shall be valid and enforceable to the fullest extent permitted by law. All exhibits and attachments to this Agreement are incorporated herein by reference. In the event of any conflict between the terms of this Agreement and any exhibit or attachment hereto or any purchase order issued, the terms of this Short Form Services Agreement shall govern. No modification, change or amendment to this Agreement or the Work shall be effective unless and until such modification, change or amendment is agreed to by the parties in writing. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original instrument and together shall constitute but one and the same agreement. This section shall survive the termination of this Agreement. A facsimile, electronic or PDF signature shall be fully binding upon the Company and Contractor to the same extent as an original signature. The Contractor shall comply with all applicable federal and state statutory and regulatory requirements.

22. Attachments:

- | | |
|-----------|--|
| Exhibit A | Scope Of Work And Fees For Performance Of Work |
| Exhibit B | Company's Contractor Safety Program |
| Exhibit C | Insurance Coverage Limits |
| Exhibit D | Health & Safety Guidelines for In-Premise and Customer-Facing
Energy Efficiency Audits and Upgrades |

[SIGNATURE TO FOLLOW ON NEXT PAGE]

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the date written above.

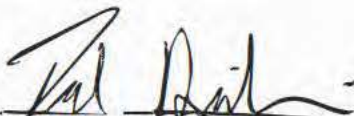
COMPANY

CONTRACTOR

**Liberty Utilities (Granite State Electric)
Corp.**

Newell & Crathern, LLC

By: _____

By:  _____

Name:

Name: Ted Dickinson

Title:

Title: Part Owner

EXHIBIT A
Scope of Work
And
Fees for Performance of Work

“See attached.”

EXHIBIT B

Company's Contractor Safety Program

"See attached."

EXHIBIT C**Insurance Coverage Limits**

Without in any way limiting Contractor's liability, the Contractor shall maintain in force, during the full term of the Agreement, insurance in the following amounts and coverage:

COVERAGE**LIMITS / AMOUNTS**

- | | |
|---|--------------|
| 1. Worker's Compensation and Employers' Liability: | |
| Workers' Compensation | Statutory |
| Employers' Liability: | |
| Each Accident | \$ 1,000,000 |
| Disease-Policy Limit | \$ 1,000,000 |
| Disease-Each Employee | \$ 1,000,000 |
| 2. Comprehensive General Liability Insurance-Occurrence Form | |
| General Aggregate | \$ 2,000,000 |
| Products-completed Operations Aggregate | \$ 1,000,000 |
| Broad Form Property Damage including Completed Operations | \$ 1,000,000 |
| Personal and Advertising Injury | \$ 1,000,000 |
| Each Occurrence | \$ 1,000,000 |
| 3. Automobile Liability-Any Auto or Owned, Hired and Non-Owned Vehicles | |
| Combined Single Limit Per Accident | \$ 1,000,000 |
| For bodily Injury and Property Damage | |
| 4. Commercial Excess or Umbrella Liability | |
| Each Occurrence | \$ 4,000,000 |
| Aggregate | \$ 4,000,000 |
| 5. Performance Bond – The contractor shall be required to furnish non-revocable security binding the contractor to provide faithful performance of the contract in the amount of 100% of the total contract price payable to Company. Performance security shall be in the form of a performance bond, certified check or cashier's check. This security must be in the possession of the Company by the due date and time cited for this solicitation. | |
| 6. Payment Bond – The contractor shall be required to furnish non-revocable security for the protection for all persons supplying labor and materials to the contractor or any subcontractor for the performance of any work related to the contract. Payment Security shall be in the amount of 100% of the total contract price payable to Company. | |
| 7. Builder's Risk Insurance or Installation Floater, as appropriate Estimated Full Replacement Written on an "all-risk" basis Value of the Project Any One Occurrence | |
| 8. Commercial General Liability Insurance, Automobile Liability Insurance and Builder's Risk Insurance policies shall be endorsed to provide the following: | |

- a. Named as additional insured: the Company and the Company's officers, agents, employees and volunteers.
 - b. That such policies are primary insurance to any other insurance available to the additional insured's, with respect to any claims arising out of this Agreement, and that insurance applies separately to each insured against whom claim is made or suit is brought.
9. Professional Liability (E&O) Insurance - If contractor is providing any professional services, the contractor must obtain professional liability insurance coverage for errors, acts or omissions arising out the scope of services performed under this agreement:

\$2,000,000 Combined Single Limit Each Occurrence (Minimum)
10. All policies shall be endorsed to provide: Thirty (30) days advance written notice of cancellation and non-renewal of coverage, mailed to the Company.
11. Certificates of insurance, in form and with insurers satisfactory to the Company, evidencing all coverages above, shall be furnished before commencing services under this contract. Contractor agrees to provide or obtain certified copies of any policy or endorsement on Company's request.
12. This Agreement shall terminate immediately upon any lapse of required insurance coverage.

EXHIBIT D

**Health & Safety Guidelines for In-Premise and Customer-Facing Energy Efficiency
Audits and Upgrades**

“See Attached”

SHORT FORM SERVICES AGREEMENT

This Agreement ("Agreement"), effective **June 19, 2020**, by and between **Liberty Utilities (EnergyNorth Natural Gas) Corp.**, a New Hampshire corporation, ("Company") having its principal offices at **15 Buttrick Road, Londonderry, New Hampshire 03053**, and **Newell & Crathern, LLC**, a New Hampshire corporation, ("Contractor") having offices at **7189 Pleasant Street, Loudon, New Hampshire 03307**. Company and Contractor may be referred to individually as a "Party" or collectively as "Parties" below.

NOW THEREFORE, in consideration of the mutual terms, conditions and covenants hereinafter set forth, the parties hereto agree as follows:

1. **Scope of Work.** Contractor agrees to perform the services and provide the products for Company as described in the attached **Exhibit A** and or in work order agreements which may be executed by and between the parties, and shall be performed in compliance with the terms of this Agreement. Contractor shall be responsible to provide all equipment and materials necessary in connection with the Work.

2. **Standard of Performance.** Contractor warrants that the Work shall (i) be performed in a good and workmanlike manner with the degree of care, skill and diligence normally employed by contractors performing the same or similar services; (ii) comply with all applicable and customary industry standards; (iii) comply with the specifications, if any; and (iv) comply with, all applicable laws, rules, regulations and codes. Contractor further represents and warrants that it is competent and qualified by experience to perform the Work in accordance with the foregoing warranties. All products provided with the Work shall be manufactured and supplied by Contractor in accordance with the technical specifications approved by Company. Any Work not conforming to such warranties shall be re-performed or corrected by Contractor as soon as possible at Contractor's sole cost, or at Company's election, Company may terminate this Agreement in accordance with Section 18 below.

3. **Term.** This Agreement shall be effective as of the date written above and shall continue in full force and effect, unless terminated earlier pursuant to Section 18, until the later of (i) three (3) years from the date hereof, and (ii) the date that the Work is completed according to the standards and specifications set forth herein (the "Term").

4. **Fees and Payment.** The fee to which Contractor shall be entitled for its performance of the Work shall be as described in the attached **Exhibit A** and or work order agreements. Contractor shall submit all invoices to Company monthly, and shall submit the final invoice within thirty (30) days of completion of all Work hereunder. Company shall pay the undisputed amount of any invoice within forty-five (45) days of receipt of such invoice and completion of the Work to Company's sole satisfaction less a 10% holdback pending final completion. Company shall not be responsible for payment of any invoice or portion of such invoice that Company in good faith disputes, until such time as the dispute is resolved. Company may withhold final payment until Contractor (i) ensures the premises are cleaned up to Company's reasonable satisfaction and (ii) all Work is tested in accordance with the specifications and properly operating. Contractor shall submit to Company fully executed, complete and final lien waivers from each Party benefiting from the right to file a lien related to the Work.

5. **Taxes.** Contractor shall, where applicable, separately list on its invoices all valid sales taxes applicable to the services provided hereunder. If Company is exempt from the payment of taxes, Company will provide Contractor with a tax exemption certificate. Prior to starting the Work and/or procurement of goods and services, Contractor shall obtain the necessary permits and licenses to remit sales, use, gross receipts and like taxes to the applicable taxing authority.

6. **Independent Contractor.** This Agreement does not in any way create an employer/employee relationship between Company and Contractor. Contractor shall act at its own risk and expense in its fulfillment of the terms and obligations of this Agreement and agrees to employ and direct any persons performing any Work hereunder.

7. **Subcontracting.** Contractor may not directly or indirectly subcontract or delegate any of its obligations under this Agreement without Company's prior written consent, which Company may withhold at its sole discretion. Contractor shall provide to Company a written list of Contractor's subcontractor name(s). All Agreement requirements and provisions that apply to the Contractor shall apply to any subcontractors. Contractor shall be liable for any acts or omissions of such subcontractors as if such acts or omissions were those of persons directly employed by Contractor. Contractor agrees to incorporate the terms of the Agreement into all agreements with its subcontractors. No subcontract shall relieve Contractor from any of its obligations or liabilities under the Agreement. Contractor shall require that any permitted subcontractors maintain insurance that meets or exceeds the requirements set out in Section 10.

8. **Safety.** Contractor shall be solely and exclusively responsible for project safety. Contractor shall be solely and exclusively responsible for compliance with any and all federal, state, and local safety laws, ordinances, regulations and rules relating to performance of the Work. Contractor acknowledges and shall comply with Company's Contractor Safety Program attached as **Exhibit B**, including any and all updates or changes to such Safety Program. Contractor shall insure that any and all sub-contractors, consultants or other entities retained by Contractor to perform the work shall comply with Company's Contractor Safety Program. Contractor shall insure that any and all sub-contractors, consultants or other entities retained by Contractor to perform the work shall comply with Company's Contractor Safety Program and Health & Safety Guidelines for In-Premise and Customer-Facing Energy Efficiency Audits and Upgrades attached hereto as **Exhibit D**.

8.1 **ISNetWorld.** To the extent subscription or enrollment in ISNETworld is required for the Work under Company's Contractor Safety Program, contractor shall comply with such requirement for Contractor and any all sub-contractors, consultants or other entities retained by Contractor to perform the work.

8.2 Contractor shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work to prevent damage, injury or loss to:

- a. All employees, subcontractors and suppliers on the Work and other persons and organizations on the Site or who may be affected thereby;
- b. All the Work and materials and equipment to be incorporated in the Work, whether in storage on or off the project site; and
- c. Other property at the project site or adjacent to the project site including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities, and

underground facilities not designated for removal, relocation or replacement in the course of construction.

8.3 Contractor shall perform the Work consistent with practices, methods, standards and acts (including, but not limited to, those engaged in or approved by a significant portion of the electric utility industry for similarly situated facilities) which, in the exercise of the reasonable judgment of an experienced contractor and designer of similarly equipped facilities, and in light of the facts known or which should have been known at the time the decision was made, would have been expected to accomplish the desired result in a manner consistent with, and in view of, the laws, this Agreement, the Contract Documents, adherence to applicable electric utility industry codes and standards, reliability, safety, protection of equipment, expedition and economy, and shall comply with all applicable laws and regulations of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss and shall erect and maintain all necessary safeguards for such safety and protection.

Contractor shall notify owners of adjacent property and of underground facilities and utility owners when prosecution of the Work may affect them. Contractor shall cooperate with all such owners of adjacent property and of underground facilities and utility owners in the protection, removal, relocation and replacement of their property. All damage, injury or loss to any property caused, directly or indirectly, in whole or in part, by Contractor, any subcontractor, supplier or any other person or organization directly or indirectly employed by any of them to perform or furnish any of the Work or anyone for whose acts any of them may be liable shall be remedied by Contractor (except damage or loss attributable to the fault of drawings or technical specifications or to the acts or omissions of Company or anyone employed by Company or anyone for whose acts Company may be liable and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor).

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Despite anything in this Agreement to the contrary, Company has the right to stop the Work if Company reasonably deems it necessary for safety reasons.

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11. Indemnity. To the fullest extent permitted by law, Contractor and its successors, assigns and guarantors, shall defend, indemnify and hold harmless Company and Company's agents, representatives, officers, directors, parents, subsidiaries, affiliates, consultants, insurers

and/or sureties, from and against any and all liabilities, claims, direct damages, direct losses, costs, expenses (including but not limited to, attorney's fees, court costs and appellate proceedings), injuries, causes of action, or judgments occasioned by, contributed to and/or in any way caused, in whole or in part, by Contractor, its respective agents or employees, or any subcontractor, engineer, consultant or sub-contractors of Contractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable and any injury or damages claimed by any of Contractor's and subcontractor employees, in the performance of the Work covered by this Agreement by whoever performed, including but not limited to any active or passive negligence of Company, and/or any act or omission of Company, unless such negligence, act and/or omission of Company was the sole cause of such liability and/or claim. Contractor shall defend Company at Contractor's expense with legal counsel reasonably acceptable to Company. This Indemnity Clause shall apply to any claim arising out of, related to or in any way incident to the performance of the Work of Contractor that is sustained or asserted before or after completion of the Work or termination of this Agreement. This Indemnity Clause extends to and includes all claims, just or unjust, based on a tort, strict liability, contract, lien, statute, stop notice, rule, safety regulation, ordinance or other affiliated relief or liability, and whether the injury complained of arises from any death, personal injury, sickness, disease, property damage (including loss of use), economic loss, patent infringement, copyright infringement, or otherwise, even if such claim may have been caused in part by Contractor as set forth above. This indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor and/or Project Manager or any subcontractor, supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts. This indemnity clause shall apply solely to the extent that such liability claim, damage, loss or expense is caused by Contractor.

12. Limitation of Liability. Except as expressly provided herein, neither Party shall be liable to the other for any incidental, indirect, special, punitive, or consequential damages, including loss of use, loss of power or loss of revenue. Company agrees to limit Contractor's liability to Company and to all persons having contractual relationships with Company to the insurance limits stated in the applicable ISNetworkd certificate for this Agreement.

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Agreement, and agree that no Party shall seek removal or bring any such action or proceeding in any other Court..

17. Assignment. Contractor shall not assign or transfer this Agreement or its rights and obligations hereunder or subcontract the Work or any part thereof, without Company's prior written consent. Company may assign or transfer this Agreement and its rights and obligations hereunder at any time without the consent of Contractor. This Agreement shall enure to the benefit of, and shall be binding upon, the parties and their respective successors and assigns.

18. Termination. This Agreement may be terminated by either Party without cause upon fourteen (14) days written notice. In addition, Company may terminate this Agreement upon 24 hours written notice in the event of a breach by Contractor of any of its obligations hereunder. In the event of termination, Contractor shall be entitled to payment for Work performed up to the effective date of termination and any obligations relating to warranties, indemnification, limitation of liability, confidentiality and insurance matters shall survive any such termination.

19. Force Majeure. No Party shall be liable to the other Party for any delay or failure in the performance of any of its obligations hereunder if and to the extent such delay or failure is a result of Force Majeure. The term "Force Majeure" means any act or event that (i) delays the affected Party's performance of its obligations in accordance with the terms of the Project Agreement or Purchase Order, (ii) is beyond the reasonable control of the affected Party and is not due to its fault or negligence, (iii) is not reasonably foreseeable, and (iv) could not have been prevented or avoided by the affected Party through the exercise of due diligence, including (to the extent consistent with the foregoing) any act of God, pandemics, any act or omission of any government authority, explosions, fire, riot, and war. Force Majeure shall not include: (a) economic hardship; (b) any labor strike, labor dispute, work stoppage, boycotts, walkouts and other labor difficulties or shortages resulting therefrom, except for nationwide strikes meeting all of the requirements specified in the definition of Force Majeure; (c) the inability to obtain labor, equipment or other materials or supplies for the Work; (d) changes in market conditions; (e) failure to timely apply for permits or approvals; (f) any act or event to the extent resulting from the fault or negligence of any person claiming Force Majeure; or (g) the financial inability of any person to perform its obligations under the Project Agreement or Purchase Order. For the purpose of claiming Force Majeure due to abnormal weather, abnormal weather shall be defined as conditions that occur at the Site and are more severe than the most recent ten (10) year mean plus two standard deviations using National Oceanic Atmospheric Administration weather data from the nearest reporting station to the Site. The protections afforded under this section shall be of no greater scope and no longer duration than is required by the Force Majeure. Notwithstanding this section, no Force Majeure shall relieve, suspend or otherwise excuse any Party from performing any obligation to make any payment owed to another Party or to indemnify, defend, or hold harmless another Party. Upon the occurrence of a Force Majeure (or as soon as reasonably practicable thereafter), the Party declaring the Force Majeure shall act to resume normal performance of the affected Project Agreement or Purchase Order and Work within the shortest time practicable, taking into account the consequences resulting from such event of Force Majeure.

20. Permits and Licenses. Contractor shall secure, at its sole expense, all necessary permits and licenses necessary to perform and complete the Work and Contractor shall be solely responsible for all applicable fees, assessments, or taxes levied by such governmental agencies with jurisdiction in connection therewith.

21. General. If any provision of this Agreement shall be held to be invalid or unenforceable, the remaining terms and provisions of this Agreement shall be valid and enforceable to the fullest extent permitted by law. All exhibits and attachments to this Agreement are incorporated herein by reference. In the event of any conflict between the terms of this Agreement and any exhibit or attachment hereto or any purchase order issued, the terms of this Short Form Services Agreement shall govern. No modification, change or amendment to this Agreement or the Work shall be effective unless and until such modification, change or amendment is agreed to by the parties in writing. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original instrument and together shall constitute but one and the same agreement. This section shall survive the termination of this Agreement. A facsimile, electronic or PDF signature shall be fully binding upon the Company and Contractor to the same extent as an original signature. The Contractor shall comply with all applicable federal and state statutory and regulatory requirements.

22. Attachments:

- | | |
|-----------|--|
| Exhibit A | Scope Of Work And Fees For Performance Of Work |
| Exhibit B | Company's Contractor Safety Program |
| Exhibit C | Insurance Coverage Limits |
| Exhibit D | Health & Safety Guidelines for In-Premise and Customer-Facing
Energy Efficiency Audits and Upgrades |

[SIGNATURE TO FOLLOW ON NEXT PAGE]

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the date written above.

COMPANY

CONTRACTOR

**Liberty Utilities (EnergyNorth Natural Gas)
Corp.**

Newell & Crathern, LLC

By: _____

Name:

Title:

By:  _____

Name: Ted Dickinson

Title: Part Owner

EXHIBIT A
Scope of Work
And
Fees for Performance of Work

“See attached.”⁷⁵

EXHIBIT B

Company's Contractor Safety Program

"See attached."

EXHIBIT C

Insurance Coverage Limits

Without in any way limiting Contractor's liability, the Contractor shall maintain in force, during the full term of the Agreement, insurance in the following amounts and coverage:

COVERAGE

LIMITS / AMOUNTS

1. Worker's Compensation and Employers' Liability:

Workers' Compensation	Statutory
Employers' Liability:	
Each Accident	\$ 1,000,000
Disease-Policy Limit	\$ 1,000,000
Disease-Each Employee	\$ 1,000,000

2. Comprehensive General Liability Insurance-Occurrence Form

General Aggregate	\$ 2,000,000
Products-completed Operations Aggregate	\$ 1,000,000
Broad Form Property Damage including Completed Operations	\$ 1,000,000
Personal and Advertising Injury	\$ 1,000,000
Each Occurrence	\$ 1,000,000

3. Automobile Liability-Any Auto or Owned, Hired and Non-Owned Vehicles

Combined Single Limit Per Accident	\$ 1,000,000
For bodily Injury and Property Damage	

4. Commercial Excess or Umbrella Liability

Each Occurrence	\$ 4,000,000
Aggregate	\$ 4,000,000

5. Performance Bond – The contractor shall be required to furnish non-revocable security binding the contractor to provide faithful performance of the contract in the amount of 100% of the total contract price payable to Company. Performance security shall be in the form of a performance bond, certified check or cashier's check. This security must be in the possession of the Company by the due date and time cited for this solicitation.

6. Payment Bond – The contractor shall be required to furnish non-revocable security for the protection for all persons supplying labor and materials to the contractor or any subcontractor for the performance of any work related to the contract. Payment Security shall be in the amount of 100% of the total contract price payable to Company.

7. Builder's Risk Insurance or Installation Floater, as appropriate Estimated Full Replacement Written on an "all-risk" basis Value of the Project Any One Occurrence

8. Commercial General Liability Insurance, Automobile Liability Insurance and Builder's Risk Insurance policies shall be endorsed to provide the following:

- a. Named as additional insured: the Company and the Company's officers, agents, employees and volunteers.
 - b. That such policies are primary insurance to any other insurance available to the additional insured's, with respect to any claims arising out of this Agreement, and that insurance applies separately to each insured against whom claim is made or suit is brought.
9. Professional Liability (E&O) Insurance - If contractor is providing any professional services, the contractor must obtain professional liability insurance coverage for errors, acts or omissions arising out the scope of services performed under this agreement:

\$2,000,000 Combined Single Limit Each Occurrence (Minimum)
10. All policies shall be endorsed to provide: Thirty (30) days advance written notice of cancellation and non-renewal of coverage, mailed to the Company.
11. Certificates of insurance, in form and with insurers satisfactory to the Company, evidencing all coverages above, shall be furnished before commencing services under this contract. Contractor agrees to provide or obtain certified copies of any policy or endorsement on Company's request.
12. This Agreement shall terminate immediately upon any lapse of required insurance coverage.

EXHIBIT D

**Health & Safety Guidelines for In-Premise and Customer-Facing Energy Efficiency
Audits and Upgrades**

“See Attached”

Purchase Order Details

11072396: Newell and Crathern_HPwES_2018-2024_NH_PO(3)

Status : APPROVED

Revision:	0	Date of Issue:	2/8/21	Ship Via:	
Procurement Agent:	JUNE WOODING	Requested Delivery Date:	1/22/21	F.O.B.:	Destination (Ship To)
Agent Email	june.wooding@eversource.	Payment Terms:	NET 10	WM Project :	
Agent Phone	7814413376	Freight Terms:	Service Freight, No Charge	WM WO/WR	

Vendor ID: NEWECRAT-000

Contract #: CW2262701

Vendor Name: NEWELL & CRATHERN

Phone: 603-228-2102

34 STANIELS RD

Fax:

LOUDON, NH, 03307

Contact:

Ship To: HAMPSHIRE PLAZA MAILROOM

Bill To: EVERSOURCE BILL TO

780 NORTH COMMERCIAL ST

P.O. BOX 5017

MANCHESTER, NH, 03101

HARTFORD, CT, 06102-5017

Attention: LAUREL PROULX

Attention:

Contact #:

Contact #:

Drop Ship

PO Line: 1

Item	Description	Qty	Units	Unit Cost	Line Cost	Tax	Total	Total Line Cost:	Required Date
	HPwES			0.00	1000000.00		1000000.00	1000000.00	1/22/21

Additional Desc :

Approved Mfgr	Model #	Part #	Instructions :
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Total PO Cost: 1000000.00 USD

Purchase Order Details

Terms and Conditions

CONTRACTOR WORK RULES

IN ACCEPTING THIS PURCHASE ORDER, THE CONTRACTOR ACKNOWLEDGES THAT IT IS FAMILIAR WITH THE SITE AND UNDERSTANDS SPECIFIC SAFETY AND ENVIRONMENTAL REQUIREMENTS FOR THE WORK REQUIRED. THE CONTRACTOR ALSO ACKNOWLEDGES THAT ALL OF ITS EMPLOYEES AND SUBCONTRACTORS WILL WORK IN ACCORDANCE WITH ALL OF THE SAFETY AND ENVIRONMENTAL REQUIREMENTS CONTAINED IN THE EVERSOURCE ENERGY WORK RULES INCLUDING, BUT NOT LIMITED TO: THE MOST CURRENT REVISION OF 'CONTRACTOR SAFETY STANDARDS' (FOUND AT THE EVERSOURCE ENERGY WEBSITE EVERSOURCE.COM VIA PATH > ABOUT US > BUILDERS & CONTRACTORS > CONTRACTOR SAFETY REQUIREMENTS (<http://eversource.com/content/builders-contractors>) THE CONTRACTORS SAFETY POLICIES AND PROCEDURES, AND IN ACCORDANCE WITH THE MOST CURRENT EDITIONS OF OSHA REGULATIONS 29CFR1910/1926. FAILURE TO COMPLY WITH THE EVERSOURCE ENERGY WORK RULES MAY RESULT IN TERMINATION OF THIS PURCHASE ORDER.

THE CONTRACTOR IS REMINDED THAT 29CFR1910.269 ESTABLISHES ADDITIONAL SPECIFIC REQUIREMENTS FOR WORK PERFORMED ON ELECTRIC POWER GENERATION, CONTROL, TRANSFORMATION, TRANSMISSION, AND DISTRIBUTION LINES AND EQUIPMENT, INCLUDING THE NEED TO PROVIDE WORKERS TRAINED IN FIRST AID AND CARDIOPULMONARY RESUSCITATION.

CONTRACTORS PERFORMING WORK AT OR IN THE VICINITY OF YANKEE GAS FACILITIES ARE REQUIRED TO BE OPERATOR QUALIFIED IN ACCORDANCE WITH 49CFR192 SUBPART N. REQUIRED TASKS TO BE DETERMINED BY YANKEE GAS DEPENDING ON THE TYPE OF WORK TO BE PERFORMED.

EVERSOURCE ENERGY RESERVES THE RIGHT TO REVIEW ANY AND ALL CONTRACTOR DOCUMENTATION APPLICABLE TO THE WORK, INCLUDING SAFETY MANUALS, POLICIES, PROCEDURES, TRAINING, AND QUALIFICATION RECORDS.

STANDARD: EEO/AA TYPE: PURCH TITLE: EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION

COMPLIANCE WITH LAW - SELLER SHALL COMPLY WITH ALL APPLICABLE FEDERAL, STATE, AND LOCAL LAWS, ORDINANCES, REGULATIONS, RULES AND ORDERS RESPECTING THE GOODS AND SERVICES PROVIDED UNDER THIS PO. THE "EQUAL OPPORTUNITY CLAUSE" (41CFR 60-1.4),

Purchase Order Details

Terms and Conditions

THE "AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES CLAUSE" (41 CFR 60-741.4), THE AFFIRMATIVE ACTION AND NONDISCRIMINATION OBLIGATIONS OF CONTRACTORS AND SUBCONTRACTORS REGARDING SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, RECENTLY SEPARATED VETERANS, AND OTHER PROTECTED VETERANS CLAUSE" (41 CFR60-250.5) AND ALL OTHER APPLICABLE FEDERAL, STATE, AND LOCAL EQUAL EMPLOYMENT OPPORTUNITY AND NON-DISCRIMINATION LAWS, ARE HEREBY INCORPORATED HERE IN BY REFERENCE.

SELLER SHALL COMPLY WITH THE PROVISIONS OF EXECUTIVE ORDER 13201 (29CFR PART 470).

PO GENERAL TERMS AND CONDITIONS DATED 04/02/15 APPLY TO ALL MATERIALS OR SERVICES

IN THE ABSENCE OF ANY OTHER REFERENCED CONTRACT OR CONTRACT TERMS, THE PO GENERAL TERMS AND CONDITIONS REV. 1 DATED 04/02/15 ("PO GTCs") SHALL APPLY TO ALL MATERIALS OR SERVICES RELATED TO THIS ORDER. IF OTHER CONTRACT TERMS ARE REFERENCED THAT DISCLAIM PO GTCs, PO GTCs SHALL NOT APPLY.

EVERSOURCE TERMS & CONDITIONS CAN BE FOUND AT THE DOING BUSINESS WITH US LINK BELOW:

<http://www.eversource.com/content/supplier-terms-conditions>

STANDARD: INVLOOK TYPE: PURCH TITLE: INVOICE LOOK-UP PROGRAM NOTIFICATION FOR VENDORS

PLEASE PROVIDE THIS INFORMATION TO YOUR ACCOUNTS RECEIVABLE DEPARTMENT: AS A SUPPLIER TO EVERSOURCE, YOU CAN NOW CHECK THE STATUS OF YOUR INVOICES ON-LINE.

ENTER YOUR ZIP CODE, LOG IN ON TOP RIGHT WITH SAME LOGIN AND SCROLL TO BOTTOM OF PAGE. CLICK ON AFFILIATES UNDER DOING BUSINESS WITH US, WHICH IS ON RIGHT SIDE OF SCREEN, CLICK ON SUPPLIER ESOURCING IN GREEN BOX ON LEFT IT IS THE LAST ONE LISTED. SCROLL DOWN AND ON THE LEFT AND CLICK ON CHECK INVOICE STATUS. THEN GO TO BOTTOM OF PAGE AND ENTER YOUR 8-DIGIT PO AND INVOICE AND SUBMIT. IF YOU RECEIVE MESSAGE TO CONTACT ACCOUNTS PAYABLE AFTER YOU ENTER THE 8-DIGIT PURCHASE ORDER# AND INVOICE #, AND HIT SUBMIT, YOU CAN EMAIL FROM THE SITE. IN THE EMAIL, PLEASE PROVIDE YOUR INVOICE #, INVOICE DATE, INVOICE AMOUNT, AND PO AND RELEASE IF APPLICABLE. IF YOU ARE INQUIRING ABOUT AN NSTAR INVOICE, PLEASE CONTACT ACCOUNTS PAYABLE AT 860-665-4592 AND PROVIDE YOUR INVOICE #, INVOICE DATE, INVOICE AMOUNT, AND CONTRACT OR PO AND RELEASE, IF APPLICABLE.

Purchase Order Details

Terms and Conditions

THIS DOCUMENT SHOULD BE REVIEWED AT DOING BUSINESS WITHEVERSOURCE AT EVERSOURCE.COM

INVOICE INSTRUCTIONS

INVOICES WILL NOT BE PAID IF THEY ARE SUBMITTED WITHOUT A TYPED REFERENCE TO THE APPROPRIATE 8 DIGIT PURCHASE ORDER. PO NUMBERS MUST BE TYPED ON THE FACE OF THE INVOICE. HAND WRITTEN PO NUMBERS CANNOT BE ACCEPTED.

AS A SUPPLIER TO EVERSOURCE, YOU CAN NOW CHECK THE STATUS OF YOUR INVOICES ON-LINE USING THE WEBSITE BELOW.

www.eversource.com/invoice-lookup

THE METHOD USED TO TRANSMIT THE PURCHASE ORDER WILL DETERMINE THE APPROPRIATE INVOICING METHOD.

PURCHASE ORDERS SENT VIA EDI SHOULD BE INVOICED VIA EDI

PURCHASE ORDERS SENT VIA EMAIL SHOULD HAVE A PRINTED INVOICE MAILED TO THE ADDRESS FOUND ON THE PURCHASE ORDER

PURCHASE ORDERS SENT VIA ARIBA LIGHT SHOULD BE INVOICED THROUGH THE LINK FOUND IN THE ORIGINAL EMAIL NOTIFICATION.

PURCHASE ORDERS SENT VIA ARIBA SHOULD BE INVOICED THROUGH THE ARIBA PORTAL.

LABELING

ITEMS WHICH HAVE EVERSOURCE ITEM NUMBERS MUST BE CLEARLY MARKED WITH OUR ITEM NUMBER AND PURCHASE ORDER NUMBER IN BOTH A NUMERICAL AND, IF WITHIN YOUR CAPABILITY, A BAR CODE LABEL IN CODE 39 FORMAT. SUCH LABELING SHOULD BE ON EACH CARTON OR PACKAGE.

THIS DOCUMENT SHOULD BE REVIEWED AT DOING BUSINESS WITH EVERSOURCE AT EVERSOURCE.COM

**SECOND AMENDMENT
TO THE
AGREEMENT FOR
CONTRACTOR SERVICES FOR NH HOME PERFORMANCE WITH ENERGY STAR
BETWEEN**

EVERSOURCE ENERGY SERVICE COMPANY ("Owner"), for itself or as agent for its
Affiliates, dba EVERSOURCE ENERGY ("EVERSOURCE"), and **Newell & Crathern, LLC**
("Contractor")

THIS SECOND AMENDMENT TO THE COVER AGREEMENT (this "Amendment") made as
of January 27, 2021 between Owner, and Contractor.

WHEREAS, Owner and Contractor entered into the Agreement, dated as of July 16th, 2019, (the
"Agreement"); and

WHEREAS, Owner and Contractor executed the First Amendment, dated as of July 29, 2020, to
extend the agreement to January 31, 2022 and revise Pricing Schedule; and


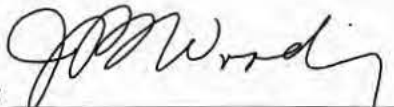
WHEREAS, Owner and Contractor wish to amend certain terms of the Agreement.

NOW, THEREFORE, in consideration of the promises, and other good and valuable
consideration, the receipt and sufficiency of which is hereby acknowledged, Owner and
Contractor, intending to be legally bound, agree as follows:

1. Definitions. Undefined initially capitalized terms used in this Amendment shall have
the meaning given in the Agreement.
2. Amendment to Agreement. The Agreement shall be amended as follows:
 - (a) To extend the agreement until March 31st, 2024.
 - (b) To revise the Pricing Schedule of the Agreement as set forth in Attachment A,
attached hereto.
3. Effect of this Amendment. In the event of any conflict between the provisions of this
Amendment and the Agreement, the provisions of this Amendment shall control.
Except as amended by the provisions of this Amendment, the Agreement shall remain
in full force and effect.

4. Entire Agreement. This Amendment sets forth the entire agreement of the Parties with respect to the subject matter hereof and supersedes all prior agreements between the Parties, written or oral, specifically relating to such matters.
5. Binding Effect. This Amendment shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns.

IN WITNESS WHEREOF, the Parties have executed this Amendment as of the date indicated in the first paragraph above.

Newell & Crathern, LLC Contractor	Eversource Energy Service Company
By: 	By: 
Name: <u>William Newell</u>	Name: <u>June Wooding</u>
Title: <u>Owner</u>	Title: <u>Category Lead</u>
Date: <u>2/2/2021</u>	Date: <u>2/5/2021</u>

**NH HOME PERFORMANCE with ENERGY STAR
Contractor Participation Agreement**

2021 PRICING AMENDMENT

This **AMENDMENT** is made on February 16, 2021 to the New Hampshire Home Performance with **ENERGY STAR** Contractor Participation Agreement (the "Agreement") entered into, by and between New Hampshire Electric Cooperative, Inc. and its successors, assigns and duly authorized representatives, having its business address at 579 Tenney Mountain Hwy, Plymouth, NH 03264 (the "Program Administrator") and Newell & Crathern, having its primary headquarters at 34 Staniels Road, Loudon, NH 03307 (the "Contractor").

Pursuant to Section 12.0 of the Agreement, the agreement shall be automatically renewed for additional one-year terms each subsequent calendar year, unless either party notifies the other in writing, not less than thirty (30) days prior to the expiration of the current term. This Amendment amends the Unit Cost List that is an appendix to the Contractor Implementation Manual. The updated Unit Cost List for the 2021 Home Performance program is attached and is made part of this Amendment.

By this Amendment and consistent with NHEC Standard Terms and Condition, both parties agree to the updated Pricing in the Unit Cost List for the term of the agreement.

All other provisions of the Agreement shall otherwise continue in full force and effect as previously set out in the Agreement.

IN WITNESS WHEREOF, the parties to the Agreement have caused this Amendment to be duly executed as of the date first written above.

Contractor

By: Bill Newell

Bill Newell

Program Administrator

By: Craig Snow

Craig Snow
Vice President, Member Services



AGREEMENT

AGREEMENT by and between Fitchburg Gas and Electric Light Company, Unitil Energy Systems, Inc. and Northern Utilities, Inc., corporations with their principle place of business in Hampton, in the County of Rockingham, in the State of New Hampshire and their successors or assigns (hereinafter called "the Company" or "Company"), and

Newell & Crathern, LLC, a corporation with its principle place of business 7189 Pleasant St, Loudon, NH and its successors or assigns (herein called " the Contractor" or "Contractor")

WITNESSETH THAT;

WHEREAS, the Company may from time to time during the term of this agreement employ the Contractor to perform various services; and,

WHEREAS, the Contractor is willing to perform said services as required by the Company.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained, the Company and the Contractor do hereby agree as follows:

1. The Contractor agrees to perform all services assigned in a good and workmanlike manner to the satisfaction, as to the result, of the employees of the Company who have the authority to approve the work performed by the Contractor.
2. The Contractor agrees to provide all labor, equipment, trucks and tools required to perform the services assigned.
3. The Company agrees to pay to the Contractor, upon receipt of the proper invoices and approval of the work performed, at the rate specified for the use of the Contractor's workers and equipment.
4. The Contractor agrees to indemnify, hold harmless and defend the Company, its parent, subsidiaries and affiliates and their respective employees, agents, officers, and directors, from and against any and all liability for loss, damages, fines, penalties, claims, actions, proceedings, expense, or cost, including but not limited to attorney's fees and litigation expenses which may be asserted against the Company or which the Company may incur or be held liable by reason of
 - a.) bodily injury, including death, sustained by or alleged to have been sustained by any person or persons, including but not limited to employees of the Company, employees of the Contractor, employees of any subcontractor or any other third parties, and without regard to whether the person or persons are working within the scope of their employment; and/or

b.) damage to property; and/or

c.) personal injury, including but not limited to, false arrest, false imprisonment, or violation of privacy rights; and/or

d.) any unlawful employment practice of the Contractor or any subcontractor, including without limitation, employment discrimination, wrongful discharge, termination of employment or violation of state or federal statutes or regulations relating to employment practices;

resulting from the acts and/or omissions of Contractor or subcontractor, its employees, agents, subcontractors or those under its or their control, and/or arising out of or in any manner connected with the performance of this Agreement or the operations to be performed under this Agreement to the extent such injury or damage is caused by or is attributable in whole or in part to any act or omission of the Contractor, its affiliates or its or their employees or agents or those under its or their control; provided, however, that the Contractor shall not be held responsible for damage to private property when such damage results from the Contractor's having carried out in a proper workmanlike manner instructions received from a duly authorized representative of the Company as to the use to be made of, or act to be performed on, such private property.

5. The Contractor agrees to provide insurance of the type and in the amounts acceptable to the Company for bodily injury (including death), property damage, and the matters with respect to which the Company is indemnified under the preceding Paragraph 4. The insurance shall be written by an insurer acceptable to the Company, and shall include coverage for Contractor's contractual undertakings. Such insurance shall be primary to any coverage carried by the Company(s) and shall provide a waiver of subrogation against the Company(s). The Contractor further agrees to provide the Company with an original executed Certificate of Insurance, and insurance policy endorsements if applicable, before commencement of work; and with copies of the insurance policies, or portions thereof, at any time upon the written request of the Company. The Certificate of Insurance shall be signed by an authorized representative of the insurance carrier(s) and shall provide no less than 30 days advance notice in writing to the Company prior to cancellation, termination or alteration of said insurance coverage. "UNITIL CORPORATION AND ITS SUBSIDIARIES" SHALL BE NAMED AS ADDITIONAL INSUREDS ON EACH GENERAL LIABILITY INSURANCE POLICY AND/OR OTHER POLICY PROVIDING THE REQUIRED GENERAL LIABILITY COVERAGE.
6. The Contractor shall insure the payment of compensation to its employees in accordance with Workers' Compensation Statutory Coverage with Basic Employers' Liability Coverage.
7. The Contractor agrees to comply fully with the requirements of the Occupational Safety and Health Act of 1970, as well as any applicable state and municipal safety standards. In addition, the Contractor agrees to require and be directly responsible for compliance therewith on the part of its agents or subcontractors, and the Contractor shall directly receive and be responsible for all citations, assessments, fines or penalties which may be incurred by its failure or the failure of its agents or subcontractors to so comply.

8. The Contractor further agrees to be responsible for meeting and complying with all federal, state and municipal laws and regulations pertaining to any work to be performed under this Agreement.
9. It is expressly understood that in the performance of any work under this Agreement the Contractor shall act as an independent contractor and not as an agent or employee of the Company and nothing contained in this Agreement shall be construed in any way to modify its rights and obligations as an independent contractor hereunder.
10. It is further expressly understood and agreed that this Agreement gives the Contractor no exclusive right to do all or any of the Company's work and that the Company may contract with others or do such work with its own employees.
11. Either party may request that the terms of this Agreement be amended by notifying the other party in writing of the proposed amendment not less than sixty (60) days prior to the date said change is to be made effective. Any such change shall be incorporated in the Agreement only if contained in an addendum signed by both parties to this Agreement.
12. This Agreement shall take effect as of January 1, 2015 for an initial term of one (1) year and thereafter shall automatically renew itself annually for additional one (1) year terms unless either party notifies the other party in writing of its intention to terminate the Agreement not less than sixty (60) days prior to the expiration of the then-current term.

This Agreement may also be terminated at any time for cause.

13. The Contractor, with respect to performance by it under this agreement, may be subject to the provisions of: 41CFR Section 60-1.4; 41CFR Section 60-250.4; and Section 60-741.4 with respect to affirmative action program and plan requirements. The Contractor will not discriminate against any individual on the basis of race, color, marital status, religion, gender, age, sexual orientation, national origin, citizenship status, disability/handicap, genetic profile, pregnancy, military service, or status as a disabled veteran or veteran of the Vietnam era, neither in its employment practices nor in the selection and retention of subcontractors, including procurement of materials and leases of equipment.

Affirmative Action Notice: vendors and subcontractors are notified that they may be subject to the provisions of: 41 CFR Section 60-300.5(a); 41 CFR Section 60-741.5(a); 41 CFR Section 60-1.4(a) and (c); 41 CFR Section 60-1.7(a); 48 CFR Section 52.222-54(e); and 29 CFR Part 471, Appendix A to Subpart A with respect to affirmative action program and posting requirements.

This contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals on the basis of protected veteran status or disability, and require affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans and individuals with disabilities.

14. All of the terms and provisions of this Agreement shall be binding upon and inure to the benefit of the parties to this Agreement and their respective successors and assigns.

This agreement is for the sole benefit of the parties to this Agreement and not for the benefit of any third party.

15. This Agreement shall be construed in accordance with the laws of the State of New Hampshire., without reference to that State's choice of law principles.
16. This Agreement, any contract terms expressly incorporated into this Agreement and the schedules and exhibits to this Agreement, if any, contain the entire agreement among the parties with respect to the transactions contemplated by this Agreement and supersede all prior agreements or understandings among the parties.
17. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The arbitration shall be conducted in the State of New Hampshire.
18. No modification, amendment or waiver of any provision of, or consent required by, this Agreement, nor any consent to any departure from the terms of this Agreement, shall be effective unless it is in writing and signed by the parties to this Agreement. Any modification, amendment, waiver or consent shall be effective only in the specific instance and for the purpose for which it is given.
19. It is the desire and intent of the parties to this Agreement that the provisions of this Agreement shall be enforced to the fullest extent permissible under the laws and public policies applied in each jurisdiction in which enforcement is sought. Accordingly, if any particular provision of this Agreement shall be adjudicated to be invalid or unenforceable, the provision shall be deemed amended to delete there from the portion adjudicated to be invalid or unenforceable, with the deletion to apply only with respect to the operation of the provision in the particular jurisdiction in which the adjudication is made.
20. This agreement may be executed in counterparts, each of which shall be deemed an original, but both of which together shall constitute one and the same instrument. Any counterpart or other signature delivered by facsimile shall be deemed for all purposes as being good and valid execution and delivery of this Agreement by that party.
21. The Schedule of Addendums, and the Addendums (if any) attached to this agreement are made part hereof.
22. Contractor Requirements

Compliance with these requirements is at the discretion of the Company. The Contractor must provide evidence that it meets the following requirements:

- a. Liability insurance as listed below, Certificate(s) of insurance or original policies, as requested by the Company, provided to the Company that covers the Contractor for the entire duration of the Agreement and names "Unitil Corporation and its subsidiaries as additional insureds" and third party loss payee. The Certificate Holder must read:

Unitil Corporation

6 Liberty Lane West
Hampton, NH 03842

The following limits are the minimum required to be maintained under this Agreement:

GENERAL LIABILITY

\$2,000,000 each occurrence
\$4,000,000 general aggregate

AUTOMOBILE LIABILITY*

Bodily injury \$1,000,000 per person
\$1,000,000 per accident
Property damage \$500,000
Or
Combined Single Limit \$1,000,000

*A blanket, umbrella, and/or excess liability policy(s) may be utilized to increase Limits to the desired level(s)

WORKERS' COMPENSATION: Statutory amounts for the State of New Hampshire, Commonwealth of Massachusetts, State of Maine, whichever is applicable, for all employees, sub-contractors, and sub-contractor's employees under the direct or indirect supervision of the Contractor during the term of this Agreement.

EMPLOYER'S LIABILITY: Basic (generally this is listed as \$500,000 / \$500,000 / \$500,000)

NOTE: Although state law does not require individuals and partnerships to have workers' compensation insurance, the Company requires that they do. No waivers will be issued.

ERRORS AND OMISSIONS: \$1,000,000 per incident

- b. Certificate(s) of Insurance as indicated in paragraph 5. above are hereby incorporated by reference into this Agreement and made a part hereof.
- c. Within 15 business days of the date of this Agreement, a Certification that a criminal background check was concluded in State of New Hampshire for each employee, sub-contractor, and sub-contractor's employee and any affiliates of either working on the Company's jobs and no derogatory or criminal activity exists. This Certification requirement applies to new employees, sub-contractors, and sub-contractor's employees and this Certification must be received by the Company before either of these may enter a Customer's property.
- d. Licensing and Permitting Work performed at customers' premises under this contract shall be in conformance with the requirements of all applicable laws, ordinances, codes, regulations and provisions of this Agreement, and all warranties from Contractor to Customers, whether express or implied by law,

shall be satisfied. Contractor shall obtain and pay for all necessary permits and licenses required by law, and shall abide by all applicable federal, state, and local laws, regulations, ordinances and codes. Contractor acknowledges that any inspection of its work performed by or on behalf of the Company shall not relieve Contractor of responsibility for its own work and is not a substitute for inspection by a state or local government inspector.

IN WITNESS WHEREOF, the parties hereto have set their hands,

In the presence of:

the Contractor, by its duly authorized

(Title)

Witness

(Name - printed)

X_____
(Signed)

(Date)
the Company, by its duly authorized

(Title)

Witness

(Name - printed)

X_____
(Signed)

(Date)

Addendum Number I attached to Agreement dated _____ between Fitchburg Gas and Electric Light Company, Unitil Energy Systems, Inc. and Northern Utilities, Inc., and their successors and assigns (hereinafter called "the Company" or "Company") and Newell & Crathern, LLC, a corporation with its principle place of business at 7189 Pleasant St, Loudon, NH and its successors or assigns (herein called "the Contractor" or "Contractor")

Addendum I – Home Performance with Energy Star Program

Should any term of said Agreement contradict or otherwise conflict with this Addendum, the Agreement shall control and supersede the specific term(s) of this Addendum that are in conflict,

1. The Contractor will provide services to the Company in compliance with the Home Performance with Energy Star (NH) Program as defined in **Exhibit A** - Scope of Work that includes:

*PROGRAM IMPLEMENTATION MANUAL FOR
CONTRACT COORDINATORS
AND QUALITY ASSURANCE CONTRACTORS FOR
Home Energy Assistance
&
NH Home Performance with ENERGY STAR*

attached hereto and made a part hereof this Addendum, which may change from time to time. Changes must be agreed to in writing by both parties.

2. The Contractor shall charge the Company according to **Exhibit B** - 2015 Utilities' State-wide Pricing spreadsheet ("Pricing spreadsheet") attached hereto and made a part hereof this Addendum, which may change from time to time as deemed necessary by the CORE utilities.
3. The Company agrees to pay to the Contractor, upon receipt of the proper invoices and approval of the work performed, a total fee not to exceed \$_____ for the initial term of this addendum. (See **Exhibit B**). The Company's liability shall be limited to this amount. This is an annual program expense limit which may be superceded by a Company executed purchase order. The Company is not obligated to assign work to the contractor in any amount, notwithstanding the above-stated \$ _____ limit.

The use of a purchase order is at the discretion of the Company. Should any term of said purchase order, other than the amount listed above, contradict or otherwise conflict with this Addendum or the Agreement, the Addendum or Agreement (as appropriate) shall control and supersede the specific term(s) of the purchase order that are in conflict.

4. This Addendum and accompanying Exhibits shall take effect as of January 1, 2015 for an initial term ending December 31, 2015 and thereafter renewing annually for additional one (1) year calendar terms or until superseded by an amended Addendum that has been agreed to in writing by both parties. Should the Agreement be terminated for any reason, This Addendum shall cease to be in effect.

IN WITNESS WHEREOF, the parties hereto have set their hands,

Contractor	Company
By:	By:
_____	_____
(Title)	(Title)
_____	_____
(Name - printed)	(Name – Printed)
<u>X</u> _____	_____
(Signed)	(Signed)
_____	_____
(Date)	(Date)

Hi all,

We are feverishly working on program design changes for the next three year filing for 2021-23 and we would like to invite you all to a feedback session. Right now the budget projections for the next cycle are seeing another significant ramp up so we are looking for ideas for expanding the program offerings to both go deeper on projects as well as to reach more customers and we would like to get your input. We are under a bit of a time crunch so this isn't much notice, but the meeting will be scheduled for Monday January 27th and held at the Eversource Energy Park building at 780 North Commercial street in Manchester from 10-2 and lunch will be served.

I will need a head count for lunch so please let Margaux know ASAP if you will be attending.

Frank Melanson

Supervisor, Energy Efficiency
Eversource Energy
73 West Brook Street
Manchester, NH 03105
Phone: [603-634 2890](tel:603-634-2890)

Eversource, #1 Energy Efficiency Provider in the Nation
— According to Ceres Most Recent Benchmarking Utility Clean Energy Report

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Marquardt ermarqu@yti.biz, Yankee Thermal Imaging Laurie
Chambers laurie.chambers@yti.biz, Yankee Thermal Imaging Ted
Stiles ted.stiles@yti.biz
Cc: Tuttle, Gordon W gordon.tuttle@eversource.com, Levesque,
Margaux M margaux.levesque@eversource.com

So I just finished the reports for January and Eversource had a measly 40 completions for HPwES amounting to just \$130,221. To put this into perspective, our total goals for 2020 are 1,615 jobs and just over \$6.5 million so January's results amount to just 2% of that total year end goal. In order to hit such lofty goals we really need to be maximizing every month and cannot afford a month this slow. If we were able to just spread that \$6.5 M evenly across 12 months, it would mean needing to spend about \$550,000 every month. The reality is summer months are always slow so it means we will need much more spending in the heating months. We currently have about 800 jobs in OTTER in some stage between assigned and being worked on so I'm having a difficult time understanding why January was so bad. To have any hope of making this year work, we need to significantly pick up the pace from prior years. As you may have already heard, Eversource will take any non-low income baseload multi's you can bring to the table. We have plenty of funding this year that there's no need to wait on those. We still don't have approval to cover any shell measures on multi's (unless they're electric or gas heat) but that's on the list of changes we hope to be able to implement.

I have a meeting scheduled for next Friday with the other utilities to come up with the list of rebate changes we can make now without waiting for PUC approval and plan to have at least some of those in place before the end of the month. The goal will be to try and make packages more appealing to customers and hopefully shorten the time customers sit on contracts. Some examples are adding back an incentive for H&S, increasing the rebate levels for refrigerators and increasing the rebate for thermostats. We're also pushing hard on advertising/marketing to make sure we have a steady stream of qualified customers coming in, but each of you need to also be bringing in as many leads as possible. I'm also planning to lower our HHI threshold a few points, but that means potentially more overstated savings.

I know some of you are concerned about ramping up your companies and then having funding run out, but I can assure you that for at least the next 4 years Eversource will easily commit to every qualified lead you can handle and then some. Gordon and I are working on goals for each HPwES contractor to give you an idea of how many completions we will need from each of you and should have that ready soon.

Frank Melanson

Supervisor, Energy Efficiency
Eversource Energy
73 West Brook Street
Manchester, NH 03105

STATE OF NEW HAMPSHIRE

MERRIMACK, SS.

SUPERIOR COURT

Clean Energy NH, et al

v.

State of New Hampshire Public Utilities Commission

Docket No. _____

AFFIDAVIT OF JASON PALMER

1. My name is Jason Palmer and I reside at 10 Ashton Park Road in Windham, New Hampshire 03087.
2. My knowledge as to the facts set forth in this Affidavit is derived from my own personal and professional knowledge and experiences.
3. I have been employed at P&M Insulation for thirteen years and my title is owner.
4. P&M Insulation is a plaintiff in this matter.
5. P&M Insulation was formed in 2008 and employs six full time people with an average annual revenue of \$900,000.
6. The company primarily engages in insulation and weatherization services, where weatherization services are defined as examining and installing measures to make residential and commercial buildings more energy efficiency through air sealing and insulation techniques.
7. My primary roles and responsibilities include general manager of operations.
8. P&M Insulation has contracts with Liberty Utilities, Eversource, Southern New Hampshire Services, and Housing Rehabilitation and Energy Conservation Community Action Program Belknap-Merrimack Counties, Inc. to conduct weatherization services to single and multi-family residences.

9. Through the years, P&M Insulation has also been instructed via email by Frank Melanson, program manager of Eversource, to grow our company so that we can keep up with the increased demands of the programs.

10. P&M Insulation was one of the first participants to receive a building analyst certification from BPI (Building Performance Institute) back in 2009.

11. P&M Insulation also was one of first contractors to participate in a weatherization program prior to the formation of the Home Performance Program through NH Electric Coop.

12. P&M has been working for these weatherization programs for the last twelve years and every year we are required to renew our contract with the utilities and CAP agencies.

13. These programs are 90% of P&M Insulation annual business revenue.

14. 60% of our revenue is from the low-income sector (CAPs), 30% from the NH Saves Program (Home Performance with Energy Star), and 10% is from private work.

15. The November 12, 2021 order causes irreparable harm to my business as it will force P&M Insulation to layoff all employees and/or be subject to close our business for good, it undoes all the growth and expansion P&M has achieved in the last thirteen years.

I, Jason Palmer, hereby depose and state under oath that the above information is true and correct to the best of my knowledge and belief.

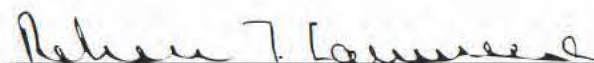
Date: 12/6/2021


Jason Palmer

STATE OF NEW HAMPSHIRE

COUNTY OF Rockingham

Personally appeared the above named Jason Palmer and gave oath that the foregoing affidavit is true and accurate to the best of his knowledge, information, and belief.



Notary Public/Justice of the Peace

My Commission expires: 11/8/2022



STATE OF NEW HAMPSHIRE

MERRIMACK, SS.

SUPERIOR COURT

Clean Energy NH, et al

v.

State of New Hampshire Public Utilities Commission

Docket No. _____

AFFIDAVIT OF DANA NUTE

1. My name is Dana Nute and I reside at 115 Weeks Rd. in Sanbornton, New Hampshire.
2. My knowledge as to the facts set forth in this Affidavit is derived from my own professional knowledge and experiences.
3. I have been employed at Resilient Buildings Group, Inc. ("Resilient") for eight years and my title is President.
4. Resilient is a plaintiff in this matter and a member of Clean Energy NH.
5. Resilient was founded in 2013 and employs thirteen people (full-time equivalent) with an average annual revenue of \$2.6 million.
6. The company primarily engages in energy consulting and construction management.
7. My primary roles and responsibilities include business operation.
8. Resilient is in its fourth yearly contract with Liberty Gas and Liberty Electric for the Commercial and Industrial Programs.
9. Resilient has already received 2022 contracts (Exhibit A) for these Programs and has added two new employees in recent months to meet the demands as per the 3-year Triennial Energy Efficiency Plan submitted to the Public Utilities Commission in 2020.

10. In 2021, Resilient received a 3-year, 5-million-dollar purchase order with Eversource for low-income program weatherization (2021-2023, Exhibit B).
11. Resilient assistance was needed to assist Community Action Agencies in reaching the goals in the Triennial Energy Efficiency Plan (Exhibit C).
12. Resilient has received emails and communication with Utilities for funding 2022 low-income projects with Housing Authorities and low-income projects (Exhibit D).
13. This income for the company was expected and is now jeopardized by the Public Utilities Commission's recent order.
14. I have been an intervener in the CORE Programs from 2004 to 2012 (Exhibit E).
15. My previous employment was Director of Housing Rehab and Energy Conservation for the local LAP Agency and had oversight of the low-income weatherization program with the Utilities.
16. The following contracts are with the Utilities:
 - a. \$5M purchase order with Eversource for low-income program weatherization (Exhibit B)
 - b. Annual contract with Liberty Gas for C&I Programs (Exhibit A) (Annual revenue \$400k)
 - c. Annual contract with Liberty Electric for C&I Programs (Exhibit A) (Annual 200k)
 - d. Annual contract with Until for C&I Programs since 2015 (Exhibit F) (Annual \$100k)
 - e. Contract with all Utilities for NH Saves Strategic Initiative (Exhibit G)

17. Half of Resilient Buildings Group's employees, six, are working in the C&I Programs with Liberty and Until.

18. Any reduction in these Programs will result in an equal reduction in the number of employees at Resilient.

19. Two additional employees work in the low-income weatherization programs for Until, Eversource, and Liberty.

20. Likewise, any reduction in this program will result in staff reduction and/or benefit reduction at Resilient.

21. Resilient's financial viability and ability to employ New Hampshire workers is directly tied to the very programs the Public Utilities Commission just cut funding for.

22. If allowed to stand, their November 12, 2021 order will irreparably harm this company and the people it currently employs.

I, Dana Nute, hereby depose and state under oath that the above information is true and correct to the best of my knowledge and belief.

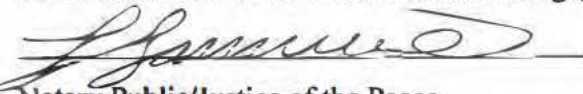
Date: Dec. 6, 2021


Dana Nute

STATE OF NEW HAMPSHIRE

COUNTY OF Merrimack

Personally appeared the above named Dana Nute and gave oath that the foregoing affidavit is true and accurate to the best of his knowledge, information, and belief.


Notary Public/Justice of the Peace

My Commission expires: 9/15/2026

LAURA MICHELLE SAMOISETTE
NOTARY PUBLIC
State of New Hampshire
My Commission Expires
September 15, 2026

EXHIBIT "A"

AMENDMENT NO. 4**To SHORT FORM SERVICE AGREEMENT****Contract No: 7068****Between LIBERTY UTILITIES (ENERGYNORTH NATURAL GAS) CORP. AND
RESILIENT BUILDINGS GROUP, INC**

This Amendment executed on 09/23/2021 is to amend the Short Form Service Agreement 7068 ("Agreement") dated January 1, 2018, as amended by Amendment 1 dated July 17, 2019, Amendment 2 dated October 7, 2019, and Amendment 3 dated January 11, 2021 executed by and between **LIBERTY UTILITIES (ENERGYNORTH NATURAL GAS) CORP.**, a New Hampshire corporation ("Company"), having offices at 15 Buttrick Road, Londonderry, NH 03053, and **RESILIENT BUILDINGS GROUP, INC.**, a New Hampshire corporation ("Contractor"), having offices at 46 S. Main Street, Suite #7, Concord, NH 03301.

DESCRIPTION OF AMENDMENT

The Agreement is modified as follows.

Exhibit A - 2021 Rate Sheet shall be replaced with Exhibit A - 2022 Rate Sheet.

In all instances the "New Rates" shall be added and identified as Exhibit A - 2022 Rate Sheet.

AMENDMENT TERMS

This Amendment and the work or service performed pursuant hereto shall be subject to the terms and conditions of Agreement dated January 1, 2018 Contract No. 7068, Amendment 1 dated July 17, 2019, Amendment 2 dated October 7, 2019 and Amendment 3 dated January 11, 2021, and made an integral part thereof. All other terms and conditions remain the same and the Agreement is hereby ratified and confirmed as amended.

Any new, additional, or conflicting terms, prices, costs, or conditions contained in any invoice, delivery ticket, or other document which may have been issued or may be issued in the future by either Party in connection with this Amendment shall be of no force and effect unless and until specifically agreed to in writing.

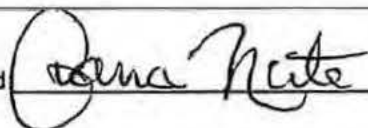
Upon being executed by the Parties, this Amendment will modify the Agreement as herein provided and will replace and supersede any previous agreement between the Parties, whether written or oral.

EXHIBIT A

As evidence of their unqualified approval and acceptance of this Amendment, the Parties have affixed their respective authorized signatures to two (2) counterparts hereof, each of which shall be considered as an original.

CONTRACTOR
RESILIENT BUILDINGS GROUP, INC.

COMPANY
LIBERTY UTILITIES
(ENERGY NORTH NATURAL GAS) CORP.

Signed: 

Name: Dana Nute

Title: President

Date: September 23, 2021

Signed: Neil Proudman
Digitally signed by Neil Proudman
Date: 2021.10.15 11:13:39 -04'00'

Name: _____

Title: _____

Date: _____

EXHIBIT A

AMENDMENT NO. 4**To SHORT FORM SERVICE AGREEMENT****Contract No: 7033****Between LIBERTY UTILITIES (GRANITE STATE ELECTRIC) CORP. AND
RESILIENT BUILDINGS GROUP, INC**

This Amendment executed on 09/23/21 is to amend the Short Form Service Agreement 7033 ("Agreement") dated January 1, 2018, as amended by Amendment 1 dated July 17, 2019, Amendment 2 dated October 7, 2019, and Amendment 3 dated January 11, 2021 executed by and between **LIBERTY UTILITIES (GRANITE STATE ELECTRIC) CORP.**, a New Hampshire corporation ("Company"), having offices at 15 Buttrick Road, Londonderry, NH 03053, and **RESILIENT BUILDINGS GROUP, INC.**, a New Hampshire corporation ("Contractor"), having offices at 46 S. Main Street, Suite #7, Concord, NH 03301 ("Contractor").

DESCRIPTION OF AMENDMENT

The Agreement is modified as follows.

Exhibit A - 2021 Rate Sheet shall be replaced with Exhibit A - 2022 Rate Sheet.

In all instances the "New Rates" shall be added and identified as Exhibit A - 2022 Rate Sheet.

AMENDMENT TERMS

This Amendment and the work or service performed pursuant hereto shall be subject to the terms and conditions of Agreement dated January 1, 2018 Contract No. 7068, Amendment 1 dated July 17, 2019, Amendment 2 dated October 7, 2019 and Amendment 3 dated January 11, 2021, and made an integral part thereof. All other terms and conditions remain the same and the Agreement is hereby ratified and confirmed as amended.

Any new, additional, or conflicting terms, prices, costs, or conditions contained in any invoice, delivery ticket, or other document which may have been issued or may be issued in the future by either Party in connection with this Amendment shall be of no force and effect unless and until specifically agreed to in writing.

Upon being executed by the Parties, this Amendment will modify the Agreement as herein provided and will replace and supersede any previous agreement between the Parties, whether written or oral.

EXHIBIT A

As evidence of their unqualified approval and acceptance of this Amendment, the Parties have affixed their respective authorized signatures to two (2) counterparts hereof, each of which shall be considered as an original.

CONTRACTOR
RESILIENT BUILDINGS GROUP, INC.

COMPANY
LIBERTY UTILITIES
(GRANITE STATE ELECTRIC) CORP.

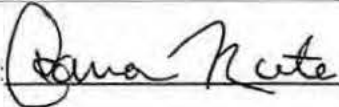
<p>Signed: <u></u></p> <p>Name: Dana Nute</p> <p>Title: President</p> <p>Date: September 23, 2021</p>	<p>Signed: <u>Neil Proudman</u> <small>Digitally signed by Neil Proudman Date: 2021.10.15 11:12:15 -04'00'</small></p> <p>Name: _____</p> <p>Title: _____</p> <p>Date: _____</p>
--	--

EXHIBIT A

RESILIENT BUILDINGS

— GROUP —

Superior energy performance

RATE SHEET (1/1/22)

Utility Based

President	\$120/hour
High Performance Building Analyst	\$110/hour
Sr. Energy Analyst	\$100/hour
Jr. Energy Analyst	\$85/hour
Administrative Assistant	\$60/hour
Accounting	\$70/hour

Construction Management (with 5% fee)

Project Executive	\$100/hour
Project Manager	\$85/hour
Administrative Assistant	\$55/hour
Asst. Project Manager	\$60/hour
Accounting	\$68/hour
Site Superintendent	\$70/hour

General Hourly Consulting \$115/hour

Mileage (Federal Rate) \$ TBD

Subcontracted work Cost + 10%

Rates are subject to change/reduction for high volume projects/contracts

EXHIBIT "B"

EVERSOURCE
ENERGY**Purchase Order Details**

11071094: Resilient_HEA_2021-2024_NH_PO(1)

Status: APPROVED

Revision:	0
Procurement Agent:	JUNE WOODING
Agent Email:	june.wooding@eversource.
Agent Phone:	7814413376

Date of Issue:	2/2/21
Requested Delivery Date:	1/29/21
Payment Terms:	NET 10
Freight Terms:	

Ship Via:	
F.O.B.:	
WM Project:	
WM WO/WR:	

Vendor ID: RESBUGR 000

Vendor Name: RESILIENT BUILDINGS GROUP
6 DIXON AVE STE 200
CONCORD, NH, 03301

Contact:

Ship To: HAMPSHIRE PLAZA MAILROOM
780 NORTH COMMERCIAL ST
MANCHESTER, NH, 03101

Attention: LAUREL PROULX

Contact #:

Drop Ship

Contract #: CW2278114

Phone:

Fax:

Bill To: EVERSOURCE BILL TO

P.O. BOX 5017

HARTFORD, CT, 06102-5017

Attention:

Contact #:

PO Line: 1

Item	Description	Qty	Units	Unit Cost	Line Cost	Tax	Total	Total Line Cost:	Required Date
	HEA			0.00	5000000.00		5000000.00	5000000.00	1/29/21

Additional Desc :

Approved Mfg	Model #	Part #	Instructions :
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Total PO Cost: 5000000.00 USD

EXHIBIT B



Purchase Order Details

Terms and Conditions

CONTRACTOR WORK RULES

IN ACCEPTING THIS PURCHASE ORDER, THE CONTRACTOR ACKNOWLEDGES THAT IT IS FAMILIAR WITH THE SITE AND UNDERSTANDS SPECIFIC SAFETY AND ENVIRONMENTAL REQUIREMENTS FOR THE WORK REQUIRED. THE CONTRACTOR ALSO ACKNOWLEDGES THAT ALL OF ITS EMPLOYEES AND SUBCONTRACTORS WILL WORK IN ACCORDANCE WITH ALL OF THE SAFETY AND ENVIRONMENTAL REQUIREMENTS CONTAINED IN THE EVERSOURCE ENERGY WORK RULES INCLUDING, BUT NOT LIMITED TO: THE MOST CURRENT REVISION OF 'CONTRACTOR SAFETY STANDARDS' (FOUND AT THE EVERSOURCE ENERGY WEBSITE [EVERSOURCE.COM](http://eversource.com) VIA PATH > ABOUT US > BUILDERS & CONTRACTORS > CONTRACTOR SAFETY REQUIREMENTS (<http://eversource.com/content/builders-contractors>) THE CONTRACTORS SAFETY POLICIES AND PROCEDURES, AND IN ACCORDANCE WITH THE MOST CURRENT EDITIONS OF OSHA REGULATIONS 29CFR1910/1926. FAILURE TO COMPLY WITH THE EVERSOURCE ENERGY WORK RULES MAY RESULT IN TERMINATION OF THIS PURCHASE ORDER.

THE CONTRACTOR IS REMINDED THAT 29CFR1910.269 ESTABLISHES ADDITIONAL SPECIFIC REQUIREMENTS FOR WORK PERFORMED ON ELECTRIC POWER GENERATION, CONTROL, TRANSFORMATION, TRANSMISSION, AND DISTRIBUTION LINES AND EQUIPMENT, INCLUDING THE NEED TO PROVIDE WORKERS TRAINED IN FIRST AID AND CARDIOPULMONARY RESUSCITATION.

CONTRACTORS PERFORMING WORK AT OR IN THE VICINITY OF YANKEE GAS FACILITIES ARE REQUIRED TO BE OPERATOR QUALIFIED IN ACCORDANCE WITH 49CFR192 SUBPART N. REQUIRED TASKS TO BE DETERMINED BY YANKEE GAS DEPENDING ON THE TYPE OF WORK TO BE PERFORMED.

EVERSOURCE ENERGY RESERVES THE RIGHT TO REVIEW ANY AND ALL CONTRACTOR DOCUMENTATION APPLICABLE TO THE WORK, INCLUDING SAFETY MANUALS, POLICIES, PROCEDURES, TRAINING, AND QUALIFICATION RECORDS.

STANDARD: EEO/AA TYPE: PURCH TITLE: EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION

COMPLIANCE WITH LAW - SELLER SHALL COMPLY WITH ALL APPLICABLE FEDERAL, STATE, AND LOCAL LAWS, ORDINANCES, REGULATIONS, RULES AND ORDERS RESPECTING THE GOODS AND SERVICES PROVIDED UNDER THIS PO. THE "EQUAL OPPORTUNITY CLAUSE" (41CFR 60-1.4),

EXHIBIT B



Purchase Order Details

Terms and Conditions

THE "AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES CLAUSE" (41 CFR 60-741.4), THE AFFIRMATIVE ACTION AND NONDISCRIMINATION OBLIGATIONS OF CONTRACTORS AND SUBCONTRACTORS REGARDING SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, RECENTLY SEPARATED VETERANS, AND OTHER PROTECTED VETERANS CLAUSE" (41 CFR 60.250.5) AND ALL OTHER APPLICABLE FEDERAL, STATE, AND LOCAL EQUAL EMPLOYMENT OPPORTUNITY AND NON-DISCRIMINATION LAWS, ARE HEREBY INCORPORATED HEREIN BY REFERENCE.

SELLER SHALL COMPLY WITH THE PROVISIONS OF EXECUTIVE ORDER 13201 (29CFR PART 470).

PO GENERAL TERMS AND CONDITIONS DATED 04/02/15 APPLY TO ALL MATERIALS OR SERVICES

IN THE ABSENCE OF ANY OTHER REFERENCED CONTRACT OR CONTRACT TERMS, THE PO GENERAL TERMS AND CONDITIONS REV. 1 DATED 04/02/15 ("PO GTCs") SHALL APPLY TO ALL MATERIALS OR SERVICES RELATED TO THIS ORDER. IF OTHER CONTRACT TERMS ARE REFERENCED THAT DISCLAIM PO GTCs, PO GTCs SHALL NOT APPLY.

EVERSOURCE TERMS & CONDITIONS CAN BE FOUND AT THE DOING BUSINESS WITH US LINK BELOW:

<http://www.eversource.com/content/supplier-terms-conditions>

STANDARD: INVLOOK TYPE: PURCH TITLE: INVOICE LOOK-UP PROGRAM NOTIFICATION FOR VENDORS

PLEASE PROVIDE THIS INFORMATION TO YOUR ACCOUNTS RECEIVABLE DEPARTMENT: AS A SUPPLIER TO EVERSOURCE, YOU CAN NOW CHECK THE STATUS OF YOUR INVOICES ON-LINE

ENTER YOUR ZIP CODE, LOGIN ON TOP RIGHT WITH SAME LOGIN AND SCROLL TO BOTTOM OF PAGE. CLICK ON AFFILIATES UNDER DOING BUSINESS WITH US, WHICH IS ON RIGHT SIDE OF SCREEN. CLICK ON SUPPLIER ESCROWING IN GREEN BOX ON LEFT IT IS THE LAST ONE LISTED. SCROLL DOWN AND ON THE LEFT AND CLICK ON CHECK INVOICE STATUS THEN GO TO BOTTOM OF PAGE AND ENTER YOUR 8-DIGIT PO AND INVOICE AND SUBMIT. IF YOU RECEIVE MESSAGE TO CONTACT ACCOUNTS PAYABLE AFTER YOU ENTER THE 8-DIGIT PURCHASE ORDER # AND INVOICE #, AND HIT SUBMIT, YOU CAN EMAIL FROM THE SITE. IN THE EMAIL, PLEASE PROVIDE YOUR INVOICE #, INVOICE DATE, INVOICE AMOUNT, AND PO AND RELEASE IF APPLICABLE. IF YOU ARE INQUIRING ABOUT AN INSTAR INVOICE, PLEASE CONTACT ACCOUNTS PAYABLE AT 866-665 4592 AND PROVIDE YOUR INVOICE #, INVOICE DATE, INVOICE AMOUNT, AND CONTRACT OR PO AND RELEASE, IF APPLICABLE.

2/2/21 2:06 PM

3 / 4

EXHIBIT B



Purchase Order Details

Terms and Conditions

THIS DOCUMENT SHOULD BE REVIEWED AT DOING BUSINESS WITH EVERSOURCE AT EVERSOURCE.COM

INVOICE INSTRUCTIONS

INVOICES WILL NOT BE PAID IF THEY ARE SUBMITTED WITHOUT A TYPED REFERENCE TO THE APPROPRIATE 8 DIGIT PURCHASE ORDER. PO NUMBERS MUST BE TYPED ON THE FACE OF THE INVOICE. HAND WRITTEN PO NUMBERS CANNOT BE ACCEPTED.

AS A SUPPLIER TO EVERSOURCE, YOU CAN NOW CHECK THE STATUS OF YOUR INVOICES ON-LINE USING THE WEBSITE BELOW.

www.eversource.com/invoice-lookup

THE METHOD USED TO TRANSMIT THE PURCHASE ORDER WILL DETERMINE THE APPROPRIATE INVOICING METHOD.

PURCHASE ORDERS SENT VIA EDI SHOULD BE INVOICED VIA EDI

PURCHASE ORDERS SENT VIA EMAIL SHOULD HAVE A PRINTED INVOICE MAILED TO THE ADDRESS FOUND ON THE PURCHASE ORDER

PURCHASE ORDERS SENT VIA Ariba LIGHT SHOULD BE INVOICED THROUGH THE LINK FOUND IN THE ORIGINAL EMAIL NOTIFICATION.

PURCHASE ORDERS SENT VIA Ariba SHOULD BE INVOICED THROUGH THE Ariba PORTAL

LABELING

ITEMS WHICH HAVE EVERSOURCE ITEM NUMBERS MUST BE CLEARLY MARKED WITH OUR ITEM NUMBER AND PURCHASE ORDER NUMBER IN BOTH A NUMERICAL AND, IF WITHIN YOUR CAPABILITY, A BAR CODE LABEL IN CODE 39 FORMAT. SUCH LABELING SHOULD BE ON EACH CARTON OR PACKAGE.

THIS DOCUMENT SHOULD BE REVIEWED AT DOING BUSINESS WITH EVERSOURCE AT EVERSOURCE.COM

EXHIBIT C

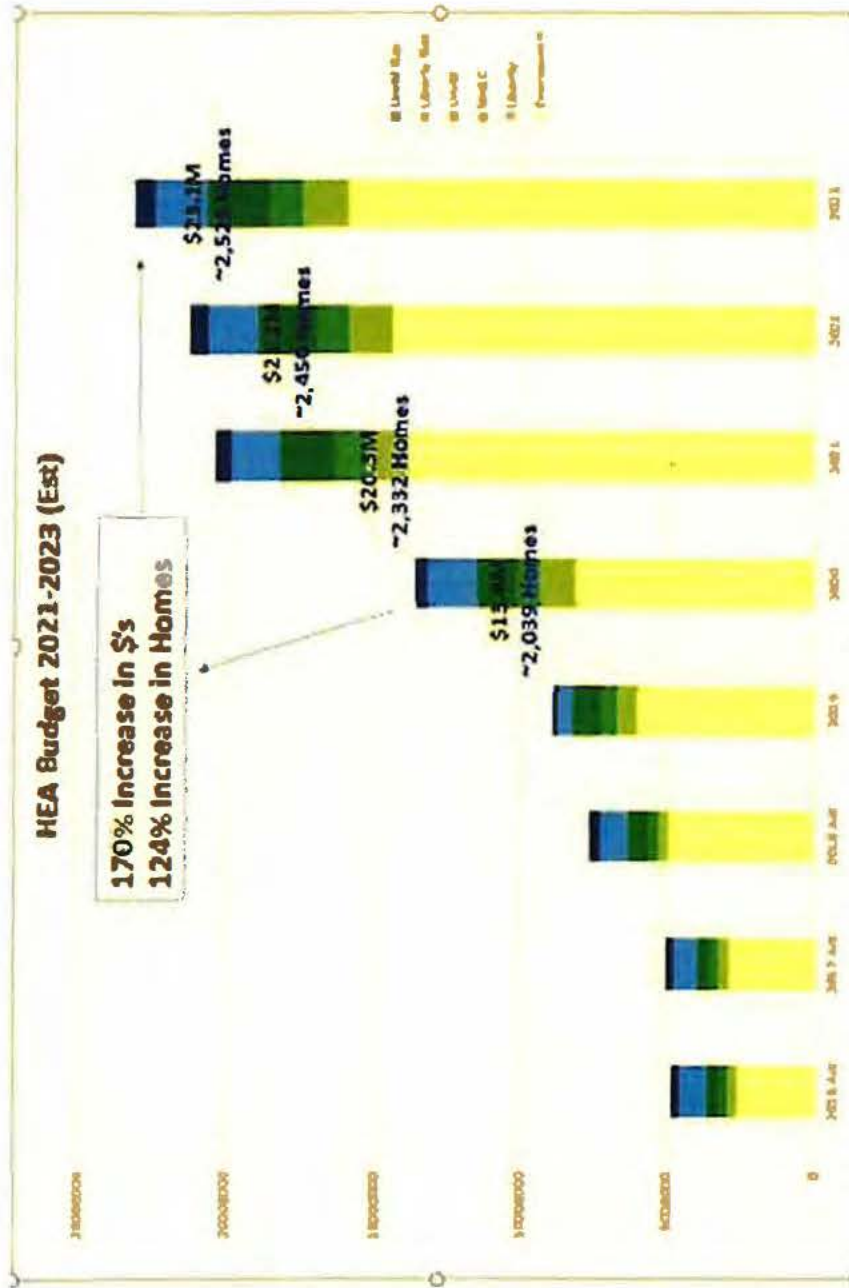


EXHIBIT D

**Liberty Utilities**

July 22, 2020

Shelley Hadfield

Director of Housing and Community Development
Community Development and Finance Authority
14 Dixon Ave., Concord, NH, 03301

Dear Ms. Hadfield,

I am writing to affirm that Liberty Utilities, through the Home Energy Assistance program, will support and collaborate with an approved contractor to install energy efficient retrofits to the mobile home units at Friendship Drive in Salem, NH. Liberty Utilities will work with Southern New Hampshire Services (SNHS) by providing funding from the 2021 Home Energy Assistance program for the cost-effective energy efficient upgrades.

SNHS has performed previous weatherization at some of the units in the park and have identified more that are currently eligible. SNHS will send flyers to all residents of the park through the Community Loan Fund to apprise them of the program for which most will be eligible. Historically the average work performed on a unit in this park is in the \$9,000 range and in some cases an additional \$4,000 for replacement of a heating system. Liberty Utilities is committed to being a partner with Friendship Drive homeowners and SNHS by reserving \$150,000 towards energy efficiency measures to help reduce energy costs.

Sincerely,

Matthew Minghella, Residential Program Manager
Liberty Utilities (New Hampshire)
15 Buttrick Rd
Londonderry, NH 03053

Matthew Minghella

EXHIBIT D

RESILIENT BUILDINGS

— GROUP —

Superior energy performance

Renew II Utility Rebates

The Renew II project will receive utility rebates through the HEA program that covers 100% of the following line items

- All Insulation work in the attics
- Windows
- Air sealing
- Bathroom Exhaust Fans
- LED Lighting Conversions
- Low flow Shower heads
- Refrigerators (based on age of existing units)
- Window AC Units (based on age of existing units)

Rebate Amount from NHSaves HEA Program (Liberty and Eversource)

- | | |
|--------------------------------------|--|
| ➤ Air Sealing | \$600.00 per Unit * 101 apts = \$60,600.00 |
| ➤ Windows | \$500.00 per Unit * 541 Windows = \$270,500.00 |
| ➤ Low Flow Shower Heads | \$21.00 per Unit * 101 Apts. = \$2,121.00 |
| ➤ Replace Bathroom Exhaust Fans | \$525.00 per Unit * 101 Apts. = \$53,025.00 |
| ➤ LED Lighting with Controls | \$142,162.00 |
| ➤ Blown Insulation in Attics to R-60 | \$80,090.00 |

Estimated total rebate = \$608,498.00

EXHIBIT "E"

State of New Hampshire
Public Utilities Commission

DE 10-188

2011-2012 CORE and Gas Energy Efficiency Programs

Petition for Intervention

Petitioner, the New Hampshire Community Action Association, moves for leave to intervene in this proceeding pursuant to Rule Puc 203.02 and RSA 541-A:32, I(b) and states as follows:

1. Petitioner, the New Hampshire Community Action Association (NHCAA), is comprised of New Hampshire's six Community Action Agencies which are: Community Action Program Belknap-Merrimack Counties; Southwestern Community Services; Southern New Hampshire Services; Rockingham Community Action; Strafford County Community Action Committee; and Tri-County Community Action Program.
2. Petitioner representative will be Dana Nute, Director, Housing Rehab and Energy Conservation of Community Action Program Belknap-Merrimack Counties (CAPBMC).
3. Petitioner member agencies operate programs designed to provide food, child care, transportation, energy and other assistance to over 45,000 to 50,000 New Hampshire low income households.
4. Petitioner has an interest in this proceeding, as NHCAA member agencies work directly with many low income residential electric customers and customers whose homes use natural gas as a heating fuel.
5. Petitioner was a full party intervenor in previous dockets relative to low income households and ratepayers.
6. Petitioner agrees to abide by the procedural schedule set by the Commission for this proceeding.
7. Petitioner seeks to intervene as a full party intervenor in this proceeding.
8. Petitioner agrees to be bound by all protective orders with respect to treatment of confidential information and documents.

EXHIBIT "E"

9. The granting of this Petition will not impair the orderly and prompt conduct of this proceeding, will not result in delay, and will not prejudice the interest of any party.

WHEREFORE, Petitioner, the New Hampshire Community Action Association, with Dana Nute as representative, requests that the Commission grant leave to intervene as a full party intervenor in this proceeding.

Respectfully submitted,

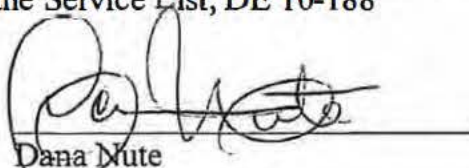


Dana Nute
Community Action Program
Belknap-Merrimack Counties, Inc.
PO Box 1016
Concord, NH 03301

Date: _____

Certificate of Service

I certify that on this date a copy of this petition was hand delivered to the PUC staff and the Office of Consumer Advocate and sent electronically to the Utilities and all other persons on the Service List, DE 10-188



Dana Nute
Representative for
New Hampshire Community Action
Association

Date: _____

EXHIBIT "F"

ADDENDUM III**ENERGY EFFICIENCY WORK ADDENDUM FOR COVID19**

This ENERGY EFFICIENCY WORK ADDENDUM FOR COVID19 ("Addendum") dated effective as of June 8, 2020 amends and is hereby incorporated into and attached to the Agreement dated January 1, 2015 by and between Unitil Energy Systems, Inc., Northern Utilities, Inc, and Fitchburg Gas and Electric Light Company, corporations with their principal place of business at 6 Liberty Lane West, Hampton, in the County of Rockingham in the State of New Hampshire (collectively, "Unitil" or the "Company"), and Resilient Buildings Group, a corporation with its principal place of business at 6 Dixon Ave, Suite 200, City of Concord, County of Merrimack, State of New Hampshire (the "Contractor"). Unitil and the Contractor are each individually a "**Party**" and together are the "**Parties.**"

RECITALS

WHEREAS, the Parties entered into the Agreement dated January 1, 2015 ("**Existing Agreement**");

WHEREAS, the Parties acknowledge that the Work performed and/or Services provided by Contractor are at customer sites or premises in New Hampshire and agree that due to conditions related to the pandemic of coronavirus disease 2019 ("COVID-19"), additional precautions and measures are necessary and that Contractor is required to comply with and take the additional precautions and measures set forth and referenced in this Addendum when performing Services, in addition to complying with all applicable federal, state and local laws, regulations and executive orders and to mitigate the safety and health risks associated with providing customer requested Services at customer sites or premises; and

WHEREAS, the Parties agree to amend the Existing Agreement in accordance with the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the premises set forth above and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Definitions.** Except as otherwise set forth in this Addendum, all capitalized terms used in this Addendum shall have the meanings given to them in the other documents forming a part of the Agreement.
2. **Policies and Procedures:** For all Work or Services to be performed at customer sites or premises in New Hampshire, Contractor shall comply, and shall ensure that all Contractor personnel performing Work and Services comply, with all with applicable and required procedures, guidelines, and protocols provided by the Company and / or issued by State and / or federal authorities, including, without limitation, those specifically relating to COVID-19 (e.g. minimum PPE and use thereof, distancing from customer, isolation from occupied/finished space, health and safety protocols for taking measurements and product installation, compliance monitoring). As a part of Contractor's Services provided to Unitil under the Existing Agreement, the Contractor

EXHIBIT F

shall implement as a part of its Services, and shall ensure that all Contractor's personnel performing Services comply, with the protocols accessible at <https://ehecinc.com/our-insights/resource/covid-19-health-safety-guidance-and-supporting-materials-for-energy-efficiency-vendors/> (the "COVID Guidance"), as may be updated from time to time. Contractor shall ensure that Contractor's personnel will also comply with all of such requirements.

3. **Training:** Contractor shall ensure that all Contractor personnel performing any Work or Services at customer sites or premises take and successfully complete training and certifications required by Unitil and / or referenced in the COVID Guidance prior to Contractor assigning any such Contractor's personnel to perform any Work or Services at any customer site or premises
4. **Personal Protective Equipment (PPE):** Contractor shall ensure that Contractor's personnel follow safety rules and regulations applicable to the PPE use, including those included in the COVID Guidance, and comply with all Unitil and Contractor policies and procedures. Contractor shall provide Contractor's personnel with appropriate PPE as required and Contractor shall have the sole responsibility to see that Contractor personnel are (i) informed on and properly trained as to PPE use and (ii) that safety practices and PPE use are correctly followed.
5. **Compliance:** Contractor agrees that all obligations in the Agreement to comply with laws and safety requirements shall extend to this Addendum. Contractor and Contractor's personnel must strictly observe and fully comply with all applicable federal, state, and local laws, rules, regulations, executive orders and OSHA requirements applicable to Contractor's Services, the Work and/or the site, including, without limitation any of the federal, state, and local laws, rules, regulations and executive orders specifically related to COVID-19, soliciting or communicating with customers regarding Services, and performing any Services at customer sites or premises. In no event shall any Services be performed at any site while there are any governmental or regulatory restrictions or prohibitions on performing any such Services at that Site.
6. **Suspension or Termination:** Contractor acknowledges and agrees that Unitil's suspension and termination rights under the Existing Agreement extend to any noncompliance by Contractor or Contractor's personnel of Contractor obligations under this Addendum, as determined by Unitil, in its sole discretion.
7. **Contractor Indemnity and Liability Obligations:** BY SIGNING BELOW, CONTRACTOR ACKNOWLEDGES, UNDERSTANDS AND AGREES THAT THERE ARE ADDITIONAL RISKS IN PROVIDING SERVICES TO CUSTOMERS RELATED TO COVID-19. IN PROVIDING ANY SERVICES TO ANY CUSTOMER, CONTRACTOR ASSUMES ALL ASSOCIATED RISKS, INCLUDING, WITHOUT LIMITATION, THE RISKS ASSOCIATED WITH COVID-19. CONTRACTOR ACKNOWLEDGES THAT THE CONTRACTOR IS VOLUNTARILY AGREEING TO PROVIDE SERVICES TO

EXHIBIT F

CUSTOMERS WITH KNOWLEDGE OF THE DANGER AND RISKS INVOLVED. ACCORDINGLY, AND IN CONSIDERATION FOR THE OPPORTUNITY TO PROVIDE CUSTOMERS WITH SERVICES UNDER THE AGREEMENT, AS MODIFIED BY THIS ADDENDUM, CONTRACTOR HEREBY AGREES TO RELEASE UNITIL FROM ANY COVID-19 RELATED CLAIMS AND ACCEPT AND ASSUME ANY AND ALL RISKS OF RELATED OR RESULTING ILLNESS, INJURY, DEATH OR PROPERTY DAMAGE. In addition, Contractor agrees that all of indemnity and liability obligations under the Agreement shall extend to any customer and third party COVID-19 related claims arising from or related to the performance of the Work or Services by the Contractor and Contractor's personnel or the acts or omissions of the Contractor's personnel.

8. **Insurance:** Contractor agrees that all of insurance obligations under the Agreement are hereby expanded to include insurance coverage for any third party COVID-19 related claims arising from or related to the Work or Services performed by the Contractor.
9. **Date of Effectiveness/Limited Effect.** This Addendum is effective as of the Effective Date. Except as expressly provided in this Amendment, all of the terms and provisions of the Existing Agreement are and will remain in full force and effect and are hereby ratified and confirmed by the Parties. Except as explicitly provided herein, this Addendum shall not be construed as an amendment to or waiver of any other provision of the Existing Agreement or as a waiver of or consent to any further or future action on the part of either Party that would require the waiver or consent of the other Party. On and after the Effective Date, each reference in the Existing Agreement to "this Agreement," "the Agreement," "hereunder," "hereof," "herein" or words of like import, and each reference to the Existing Agreement in any other agreements, documents or instruments executed and delivered pursuant to, or in connection with, the Existing Agreement and its associated Documents will mean and be a reference to the Existing Agreement as amended by this Addendum.
10. **Execution:** This Addendum may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument. Facsimile and portable document format (PDF) copies of signatures shall constitute original signatures.

IN WITNESS WHEREOF, the Parties have hereto by their duly authorized representatives executed this Addendum.

**Fitchburg Gas and Electric Light
Company, Inc., Unitil Energy Systems,
Inc., and Northern Utilities, Inc.**

Resilient Buildings Group, Inc.

By: Cindy L. Carroll
Name: Cindy L. Carroll
Title: Vice President

By: Dana Nute
Name: Dana Nute
Title: President

EXHIBIT "G"

COVER AGREEMENT for New Hampshire (NH) Partnership Project

This Cover Agreement ("Cover Agreement" or "Agreement"), dated October 15, 2019, together with the Agreement documents shall be the complete agreement between Eversource Energy Service Company ("Eversource"), for itself and/or as agent for those affiliates identified in the applicable Purchase Order (as defined in Exhibit C) ("Owner") and Resilient Buildings Group, Inc., 6 Dixon Avenue, Suite 200, Concord, NH, 03301 ("Contractor") for the NH Saves Partnership Project.

All capitalized terms used herein but not defined below shall have the meanings ascribed to them in Exhibit A.

THIS AGREEMENT CONSISTS OF THIS COVER AGREEMENT AND THE FOLLOWING, ATTACHED OR REFERENCED AND MADE PART HEREOF:

- Exhibit A: General Terms and Conditions, Conservation and Load Management, Rev 14, Dated May 17, 2019
- Exhibit B: Special Terms and Conditions- Reserved
- Exhibit C: Purchase Order
- Exhibit D: Pricing Schedule – Included in Exhibit E-1: Technical Specifications (Scope of Work)
- Exhibit E: Technical Requirements
 - Attachment E-1: Technical Specifications (Scope of Work)
 - Attachment E-2: Drawings - Reserved
 - Attachment E-3: Schedule - Reserved
- Exhibit F: Commercial Forms -
 - Attachment F-1: Property Impact and Incidental Damage
 - Attachment F-2: Form of Performance Assurance -Reserved
 - Attachment F-3: Form of Work Release - Reserved
 - Attachment F-4: Massachusetts Department of Revenue Exempt Use Certificate ST-12 – Reserved
 - Attachment F-5: Background Check Policy
 - Attachment F-6: Contractor/Vendor Screening Matrix
- Exhibit G: Work Protocols and Environmental Requirements - Reserved
- Exhibit H: Owner's Safety, Health, & Environmental Documents
 - Attachment H-1: Eversource Contractor Safety and Health Work Rules (Appendix H), February 1, 2017
 - Attachment H-2: Contractor's Responsibilities for Safety and Health Compliance (Appendix F), February 2, 2015
- Exhibit I: OTHER:
 - Attachment I-1: Non-Disclosure Agreement, Version April 12, 2018
 - Attachment I-2 Hosted Services Agreement- Reserved
 - Attachment I-3 Due Diligence Questionnaire- Reserved
 - Attachment I-4 IT Security Requirements - Reserved

EXHIBIT G

I. EFFECTIVE DATE OF THIS AGREEMENT

The effective date of this Agreement ("Effective Date") shall be the later of the following events: (1) This Cover Agreement has been executed by authorized officials of both Owner and Contractor; and (2) a Purchase Order and number have been issued by Owner. This Agreement shall remain in full force and effect from the Effective Date until Contractor completes the Work or until the expiration date of this Agreement on January 31, 2022, unless earlier terminated pursuant to the provisions of this Agreement or by mutual agreement of the parties ("Term"), until final acceptance, except that any provisions necessary to affect the Agreement's purpose shall continue in effect beyond the Term. Owner reserves the right to exercise its option to extend the Agreement, if agreed upon by contract. Owner reserves the right to not exercise the option at its discretion. In the event the Owner exercises the option; all terms and conditions will remain in effect as originally stated in this Agreement.

II. ENTIRE AGREEMENT; INTERPRETATION

Contractor shall undertake the Project and provide Work in accordance with applicable provisions of this Agreement. Contractor shall not commence any Work under this Agreement before the Effective Date. Any Work performed by Contractor without a duly executed Agreement will be performed at the sole risk of and expense to Contractor.

Amendments or modifications of this Agreement shall not be valid unless evidenced in writing and, except for Purchase Orders, described below, signed by duly authorized officers of Owner and Contractor. This Agreement establishes the terms and conditions under which Owner may engage, in its sole discretion, Contractor for Work during the term of this Agreement. This Agreement establishes the terms and conditions applicable to all Work as may be authorized by Owner pursuant to the Agreement or any applicable Purchase Order issued by Owner. CONTRACTOR SPECIFICALLY ACKNOWLEDGES THAT OWNER MAY ISSUE PURCHASE ORDERS THAT DO NOT CONTEMPLATE WRITTEN ACCEPTANCE BY CONTRACTOR. CONTRACTOR HEREBY AGREES THAT OWNER SHALL BE ENTITLED TO RELY ON CONTRACTOR'S COMMENCEMENT OF PERFORMANCE OF WORK AS EVIDENCING CONTRACTOR'S ACCEPTANCE OF THE PURCHASE ORDER, IN WHICH CASE SUCH WORK PURCHASE ORDER SHALL CONSTITUTE AN AGREEMENT DOCUMENT AND SHALL BIND THE PARTIES AS THOUGH COUNTERSIGNED BY EACH OF THEM. Unless specifically indicated in the applicable Purchase Order, each Purchase Order shall not amend, change or otherwise modify the then current terms and conditions of this Agreement. The Parties have established the foregoing structure to expedite Owner's engagement of Contractor for Work as and when Owner elects to do so. If awarded to Contractor, the Purchase Order will include all Services and/or Equipment to be provided by Contractor, either directly or through the retention of Subcontractors, as authorized under the applicable Purchase Order.

III. PRICE

Work shall be performed pursuant to this Agreement and in accordance with Exhibit E.

EXHIBIT G

IV. TECHNICAL REQUIREMENTS

All Work under this Agreement shall be as set forth in Exhibit E, and as contemplated in this Agreement, including any and all Exhibits, Attachments and/or Appendices to these documents and any items incorporated therein by reference.

V. INVOICING

The Purchase Order number shall be referenced on all correspondence and invoicing associated with the Work. Failure to include this information may lead to delayed payment or rejection of the Invoice.



VI. SALES TAX

The state of New Hampshire does not require sales tax; therefore, sales tax is not applicable.

VII. PRIORITY OF DOCUMENTS

In the event of any conflict, inconsistency or ambiguity between or among the documents comprising the Agreement, the order of priority shall be as follows: (1) the Cover Agreement; (2) the Special Terms and Conditions, if applicable; (3) the General Terms and Conditions; (4) the Technical Requirements; and (5) any other documents referred to on the Purchase Order. Exhibits, appendices, addenda or any other documents attached to and/or otherwise made a part of any of the foregoing documents shall have the priority of the document to which they are attached and/or made a part of.

The parties have executed this Agreement and acknowledge the Effective Date is as of the date pursuant to Section I of this Cover Agreement:

Resilient Buildings Group, Inc., Contractor By  Printed <u>Dana Nute</u> Title <u>President</u>	Eversource Energy Service Company, Owner By  Printed <u>Katie Ruge Welch</u> Title <u>Sr. Procurement Agent</u>
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STATE OF NEW HAMPSHIRE

MERRIMACK, SS.

SUPERIOR COURT

Clean Energy NH, et al

v.

State of New Hampshire Public Utilities Commission

Docket No. _____

AFFIDAVIT OF JULIA N. GRIFFIN

1. My name is Julia N. Griffin and my work place is at Hanover Town Hall, 41 South Main Street in Hanover, New Hampshire.
2. The Town of Hanover is a Plaintiff in this matter and a member of Clean Energy NH.
3. My knowledge as to the facts set forth in this Affidavit is derived from my own professional knowledge and experiences.
4. I have been employed by the Town of Hanover for 25 years and my current job title is Town Manager.
5. The Town of Hanover was founded in 1761 and employs 153 people (full-time equivalent) with an average annual revenue of \$30.7 million.
6. The organization functions as local government for the Town of Hanover.
7. My primary roles and responsibilities include chief executive officer for the Town of Hanover.
8. The Town of Hanover administers Weatherize Hanover, a program which connects Hanover residential customers with pre-certified energy efficiency contractors and assists residents with obtaining their NHSaves rebates as part of implementation of energy efficiency improvements to their homes.

9. There are currently dozens of homeowners that have been waiting for over a year for the NHSaves program to be reinstated pending the PUC ruling.

10. Many of these homeowners have secured their contractor, obtained cost estimates, and are waiting to begin the agreed upon work.

11. In addition, the Town of Hanover provides free office space in our Public Works Department for a Liberty Utilities commercial energy efficiency advisor who has worked with dozens of local large and small businesses, several local institutions, churches, and municipalities in the Upper Valley region to implement significant energy efficiency modifications, reducing the cost of their energy efficiency investments and reducing their electricity utilization.

12. As a region that has put significant emphasis on energy efficiency programs to reduce our carbon footprint, the recent PUC ruling on the New Hampshire Energy Efficiency Resource Standard program going forward comes at the absolute wrong time in our own region's efforts.

13. The Town of Hanover launched Weatherize Hanover in 2019 and has partnered with Liberty Utilities and the NHSaves commercial program since 2019 as well.

14. Prior to 2019, the Town of Hanover launched Solarize Hanover in 2015 and has since seen three additional rounds of Solarize, resulting in the installation of rooftop and ground mounted solar arrays on 250 residential properties in the Town of Hanover.

15. This program has been very popular, in part resulting from the ongoing federal tax credit and the earlier availability of NHSaves rebates.

16. If the PUC order remains in place, Weatherize Hanover will continue to be paused and it is likely the Liberty commercial/institutional/municipal energy efficiency program will

also be paused, resulting in the loss of the work of Liberty's contract energy efficiency advisor housed within the Hanover Public Works Department.

17. Weatherization programs are an important tool utilized throughout the state and country to reduce the consumption of electricity and fossil fuels for heating, cooling, and transportation.

18. Given the very real impacts of climate change here in New Hampshire, many of which continue to impact municipal operations and necessitate the investment of considerable federal tax dollars in disaster response resulting from severe weather and in hardening infrastructure to withstand future impacts, now is not the time for the State of New Hampshire to undermine a program that has been very successful, effective, and popular.

I, Julia N. Griffin, hereby depose and state under oath that the above information is true and correct to the best of my knowledge and belief.

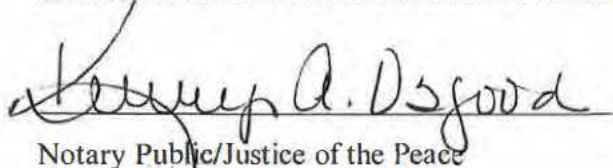
Date: 12/6/2021


Julia N. Griffin

STATE OF NEW HAMPSHIRE

COUNTY OF Grafton

Personally appeared the above named Julia N. Griffin and gave oath that the foregoing affidavit is true and accurate to the best of her knowledge, information, and belief.


Notary Public/Justice of the Peace

My Commission expires: KERRY A. OSGOOD, Notary Public
~~My commission Expires July 27, 2023~~

STATE OF NEW HAMPSHIRE

MERRIMACK, SS.

SUPERIOR COURT

Clean Energy NH, et al

v.

State of New Hampshire Public Utilities Commission

Docket No. _____

AFFIDAVIT OF EDWARD MARQUARDT

1. My name is Edward Marquardt and I reside at 10 Oxbow Lane in Dover, New Hampshire.
2. My knowledge as to the facts set forth in this Affidavit is derived from my own personal and professional knowledge and experiences.
3. I am employed at Yankee Thermal Imaging, Inc, ("Yankee").
4. Yankee is a plaintiff in this matter and a member of Clean Energy NH.
5. Yankee employs 16 people (full-time equivalent) with an average annual revenue of about \$1.8 million.
6. The company primarily engages in auditing and weatherization services to residential homeowners under the NHSaves program.
7. Yankee as a subcontractor to Eversource, Unitil, Liberty, and NHEC, providing auditing and weatherization services to residential homeowners under the NHSaves program.
8. In our first year (2012), Yankee serviced nine homes.
9. Every year the number of homes we serviced has increased, and this year (2021), Yankee was on track to service 190 homes.
10. Our involvement in the NHSaves program has increased over the last nine years, and so our dependency on these subcontracts for revenue has also increased.

11. This year (2021) saw 72% (\$1.2 Million) of our gross revenue come from these programs.

12. Yankee has been under subcontract to Eversource, Unitil, Liberty, and NHEC since 2012.

13. Since that time, we have weatherized over 1,000 New Hampshire residences under the NHSaves program.

14. The impact of this order staying in place on Yankee is best examined by comparing revenues from 2019 (likely similar to where the order would leave the program financially) to 2021 estimate (estimate is only possible as the issue of the order caused three of the utilities to stop all scheduled NHSaves work).

15. In 2019, NH had the old 50%/4,000 cap and in 2019, Yankee did 180 homes resulting in \$1,010,00 in revenue.

16. The average job was \$5,600, and costs were shared almost 50/50 between rebates and the homeowner.

17. In 2021, we were on track to do 190 homes, and current revenue is \$1,267,447.31, where the average job was \$8,500, and costs were 72% utilities and 28% homeowner.

18. The rebate difference resulted in approximately \$3,000 more in energy efficiency work being done to each home.

19. This increased revenue with the attendant material/overhead costs equates to four full time positions.

20. Yankee "staffed up" based on inputs from the utility that were based on the negotiated Triennial Energy Efficiency Plan that had been negotiated in 2020 (the "Settlement Agreement").

21. The Settlement Agreement was rejected by the Public Utilities Commission's order of November 12, 2021, and therefore the staff we hired based on the Settlement numbers are no longer necessary.

22. If the order stays in place, Yankee will be forced to layoff employees because we cannot afford to pay them with fewer jobs coming in.

23. Further, approximately \$600K in energy efficiency improvements will not be done.

I, Edward Marquardt, hereby depose and state under oath that the above information is true and correct to the best of my knowledge and belief.

Date: 6 December 2021


Edward Marquardt

STATE OF NEW HAMPSHIRE

COUNTY OF Strafford

Personally appeared the above named Edward Marquardt and gave oath that the foregoing affidavit is true and accurate to the best of his knowledge, information, and belief.



Notary Public/Justice of the Peace

My Commission expires: 12/5/2023



STATE OF NEW HAMPSHIRE

MERRIMACK, SS.

SUPERIOR COURT

Clean Energy NH, et al

v.

State of New Hampshire Public Utilities Commission

Docket No. _____

AFFIDAVIT OF CHRISTOPHER STEWART

1. My name is Christopher Stewart and I reside at 35 Monadnock View Drive in Jaffrey, New Hampshire.
2. My knowledge as to the facts set forth in this Affidavit is derived from my own professional experience as the owner of Colonial Insulation ("Colonial").
3. I am employed at Colonial Insulation and Fire Proofing and have been for fourteen years. My title is President and CEO.
4. Colonial is a Plaintiff in this matter and a member of Clean Energy NH.
5. Colonial was founded in 2007 and employs nineteen people (full-time equivalent) with an average annual revenue of \$2,500,000.
6. The company primarily engages in insulating residential and commercial buildings and installing structural fire proofing and fire stopping.
7. My primary responsibilities include management, sales, and energy audits.
8. Colonial became a contractor in the NHSaves program in 2019 with contracts with Eversource, Until, National Grid, and NH Electric CO-OP.
9. In 2021, Colonial executed \$856,000 in project value for NH Saves customers.
10. Ending this program would eliminate 35% of our revenue and would cause irreparable harm to the business.

11. In addition to harm to Colonial, ending the program would leave customers with executed contracts with no ability to have the contracted work completed because of the default of the promised payment (incentive of 75% up to \$8,000 each) from NHSaves.

12. Total contracted project value for Colonial customers is approximately \$180,000.

13. Ending the program in this manner could also leave Colonial with stranded uncollectable receivables which would force Colonial to take collection actions against the Utilities for breach of contract.

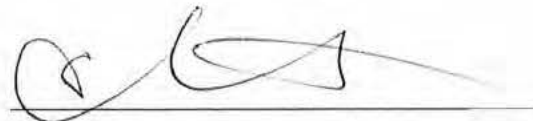
14. In this scenario, Colonial would be forced to seek treble damages plus legal fees.

15. It would be reasonable to assume the Utilities would pass the liability to the State of New Hampshire where the taxpayers may have to pay the full damages and legal fees.

16. This would be a worst-case scenario; however, it is highly likely in the event this order stands.

I, Christopher Stewart, hereby depose and state under oath that the above information is true and correct to the best of my knowledge and belief.

Date: December 12, 2021



Christopher Stewart

STATE OF NEW HAMPSHIRE

COUNTY OF Hillsborough

Personally appeared the above named Christopher Stewart and gave oath that the foregoing affidavit is true and accurate to the best of his knowledge, information, and belief.



Notary Public/Justice of the Peace

My Commission expires: April 5, 2022



STATE OF NEW HAMPSHIRE

MERRIMACK, SS.

SUPERIOR COURT

Clean Energy NH, et al

v.

State of New Hampshire Public Utilities Commission

Docket No. _____

AFFIDAVIT OF FREDERICK FELLENDORF

1. My name is Frederick Fellendorf and I reside at 2696 Blakeley Road, South Wales, NY.

2. My knowledge as to the facts set forth in this affidavit is derived from my own professional knowledge and experiences.

3. I am an owner and the President of a building performance company called Buffalo Energy, Inc. ("Buffalo").

4. Buffalo has been operating in the Western New York area since 2007.

5. From the very beginning our business model has been based on utilizing NY State energy efficiency programs to access incentives for low to moderate income residential customers.

6. Since we had to redo our business model around ten years ago due to the defunding of the Multifamily Performance Program, our company has been fortunate to grow to over thirty-five employees with revenue in excess of \$5,000,000 annually. We perform insulation and air sealing work and install high-efficiency heating and cooling systems.

7. Nearly all of our customers utilize an efficiency program to off-set the cost of energy-saving home improvements.

8. Prior to it being defunded, the majority of our customers utilized the Multifamily Performance Program to make energy-efficient improvement to their apartment buildings.

9. Today, we service single-family homes only because the funding for that program has remained stable, and the multifamily funding fluctuations have been difficult to navigate.

10. Over the years our company has navigated several program defunding events.

11. One such event was particularly difficult.

12. About ten years ago the Multifamily Performance Program (MPP) in NY State had a sudden closure similar to what is now happening with the recent New Hampshire PUC Order.

13. Our company had spent years developing relationships with the owners of low to moderate income housing.

14. Apartment building owners were confident with our company and the efficiency programs we were selling.

15. We had demonstrated real financial savings to them and had many buildings in the program pipeline and more waiting to be served.

16. On a Friday afternoon at 5:00 pm, the MPP program sent out an email to the partners and participants that said the program was closed effective immediately.

17. There were many impacts from that day; none of them were good

18. Some of the obvious ones included the financial impact it had on small businesses like ours.

19. We were official "program partners" like many other firms in NY State.

20. A number of us went out of business, and my business was very nearly one of them

21. Others pivoted to different market sectors.
22. In order to stay in business, we had leverage every asset we had and make deals with suppliers to avoid bankruptcy.
23. Very few of us continued to service the multifamily sector when the program was turned back on over a year later.
24. The building owners were very upset.
25. At the time of closure, the program had projects in every phase from initial scoping to completed construction and waiting for incentives.
26. Every owner who was using the program lost money that was promised to them, and they felt that their time had been wasted.
27. Many of them would never engage these types of programs again.
28. The employees were demoralized.
29. Our sales people first had to handle irate customers, then find new jobs for themselves.
30. We had to pivot our business to keep construction crews and energy auditors busy.
31. Many of them moved on to other jobs never to return to the building performance industry.
32. The tenants living in the building that we were improving did not know what was happening, but they also suffered.
33. Many of them had to continue to pay high utility costs and deal with comfort issues.

34. Low to moderate income multifamily buildings in NY State continue to have higher than average energy use to this day


35. When the program ultimately re-started more than a year later, very few owners were interested in it.

36. The only ones to use it were what we call "free-riders", ones that were planning to do the work anyway and were not worried if the incentives did not materialize.

37. Our business was lucky to survive the defunding of the MPP around ten years ago, but it took several years to recover the revenue stability and manage the debt that accumulated during that time frame of instability.

I, Frederick Fellendorf, hereby depose and state under oath that the above information is true and correct to the best of my knowledge and belief.


Date: 12.6.2021


 Frederick Fellendorf

STATE OF NEW YORK

COUNTY OF Erie

Personally appeared the above named Frederick Fellendorf and gave oath that the foregoing affidavit is true and accurate to the best of his knowledge, information, and belief.


 Notary Public/Justice of the Peace

My Commission expires: 12.7.23

LINDA K. RAMSEY
NOTARY PUBLIC-STATE OF NEW YORK
 No. 01RA6249837
 Qualified in Erie County
 My Commission Expires ~~October 11, 2021~~

December 7, 2023

STATE OF NEW HAMPSHIRE

MERRIMACK, SS.

SUPERIOR COURT

Clean Energy NH, et al

v.

State of New Hampshire Public Utilities Commission

Docket number:

AFFIDAVIT OF
CRAIG W. WELCH

1. My name is Craig W. Welch and I serve as President of the New Hampshire Housing Authorities Corporation, (NNHAC) a statewide member association of seventeen New Hampshire Housing Authorities.
2. The NHHAC is a Plaintiff in this matter.
3. My knowledge as to the facts set forth in this Affidavit is derived from my own professional knowledge and experiences.
4. I am employed at the Portsmouth Housing Authority and have been for nine years. My title is Executive Director.
5. I am a member of Clean Energy NH.
6. I am employed at the Portsmouth Housing Authority and have been for nine years. My title is Executive Director. I also serve as President of the Board of Directors of the New Hampshire Housing Authorities Corporation.
7. The Portsmouth Housing Authority was formed/founded in 1953 and employs thirty-people with an average annual budget of \$14.3 million.

8. My primary roles and responsibilities include overseeing the management of the \$100 million affordable housing real estate portfolio, consisting of 604 units across 11 properties in the City of Portsmouth, as well as a Section 8 Housing Choice Voucher program, in all serving approximately 1,500 people.
9. The NHHAC primarily engages in providing affordable housing and related services and supports for tens of thousands of New Hampshire residents.
10. New Hampshire Housing Authorities provide affordable housing for 17 municipalities and thousands of New Hampshire residents. Our multi-family units are unique in their age and complexity when compared to the rest of New Hampshire's housing stock. As such the housing authorities rely heavily on energy efficiency incentives to reduce the burden of our residents' energy bills and improve their quality of life.
11. In 2022, the Portsmouth, Keene, Newmarket and Lebanon Housing authorities alone were slated to receive more than \$2.3 million in energy efficiency incentives to invest in heating and cooling equipment, attic insulation, refrigeration units and lighting upgrades.
12. A single vendor for the housing authorities, the Resilient Buildings Group, estimates that they have completed work for the housing authorities that has been incentivized with as much as \$4 million in incentive dollars from the state's efficiency programs.
1. If this order is allowed to stay in place, projects slated for 2022 that would save residents thousands of dollars in lower energy costs will not be completed. The failure to complete these projects will exacerbate the unequal burden that the most vulnerable Granite Staters suffer in a year when energy prices are expected to spike even higher than normal. This will result in real and demonstrable harm to the communities we serve.

I, Craig W. Welch, hereby depose and state under oath that the above information is true and correct to the best of my knowledge and belief.

Date: December 6, 2021

Craig W. Welch
Craig W. Welch

STATE OF NEW HAMPSHIRE

COUNTY OF ROCKINGHAM

Personally appeared the above named Craig W. Welch and gave oath that the foregoing affidavit is true and accurate to the best of [his/her] knowledge, information, and belief.

Mary A. Kelliher
Notary Public/Justice of the Peace

My Commission expires: 06/16/2026

