

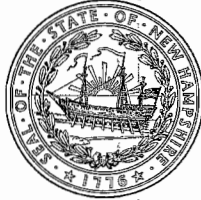
THE STATE OF NEW HAMPSHIRE

145 DAC

CHAIRMAN
Amy L. Ignatius

COMMISSIONERS
Michael D. Harrington
Robert R. Scott

EXECUTIVE DIRECTOR
Debra A. Howland



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

Tel. (603) 271-2431

FAX (603) 271-3878

Website:
www.puc.nh.gov

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

June 6, 2013

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Council
State House
Concord, NH 03301

Your Excellency and Honorable Councilors:

REQUESTED ACTION

Authorize the Public Utilities Commission to amend an award of grant funds to New Hampshire Department of Resources and Economic Development, Division of Economic Development, Vendor #177887, by extending the completion date from June 30, 2013 to December 31, 2013. The original grant in the amount of \$400,000.00 was approved by the Governor and the Executive Council on December 8, 2010, Item #66, for the purpose of partnering with Lakes Region Community College and Plymouth Area Renewable Energy Initiative to expand the energy efficiency workforce training program. No additional funding is involved in this time extension. Funding is 100% Greenhouse Gas Emissions Reduction Fund (GHGERF).

EXPLANATION

With this grant award, the New Hampshire Department of Resources and Economic Development (DRED), in partnership with Lakes Region Community College and supporting partner, Plymouth Area Renewable Energy Initiative (PAREI), have provided job training classes to prepare New Hampshire's workforce for green energy jobs in the energy efficiency sector. This extension will allow PAREI to complete their planned schedule for workshops and training sessions over the additional six months. During this extended period, PAREI will also be able to complete the transition from a grant funded program to a privately funded program. Finally, the NH Realtors Board has recently approved the content of the Valuing Energy Efficient Homes Workshop for Realtors. They have upgraded it from a two-credit to a three-credit course making it more marketable and therefore increasing participation during the summer and fall months. All other provisions of the contract remain in effect.

Your consideration of this request is appreciated.

Respectfully submitted,

Amy L. Ignatius
Chairman

Attachments: Amendment and copy of original grant

**AMENDMENT NO. 1
TO GRANT AGREEMENT**

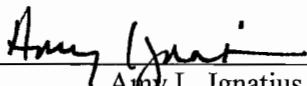
Now comes the New Hampshire Public Utilities Commission (Commission) and the New Hampshire Department of Resources and Economic Development, Division of Economic Development, and pursuant to a grant agreement between the parties which was approved by the Governor and Executive Council on December 8, 2010, Item #66, hereby agree to modify same as follows:

1. Item 1.6 of said grant agreement is hereby modified such that the completion date is changed from June 30, 2013 to December 31, 2013.
2. All other provisions of the grant agreement remain in effect.


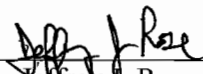
This modification of an existing agreement is hereby incorporated by reference to the existing agreement by the parties and must be attached to said agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands on this 31st day of May, 2013.

THE STATE OF NEWHAMPSHIRE
Public Utilities Commission

By: 
Amy L. Ignatius, Chairman

Department of Resources and Economic Development

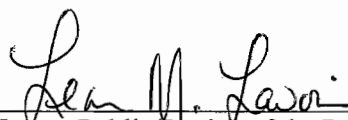

By: 
Jeffrey J. Rose, Commissioner

STATE OF NEW HAMPSHIRE
County of Merrimack

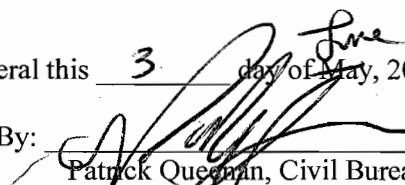
On this 31st day of May, 2013 before me personally appeared, Jeffrey J. Rose, Commissioner of the New Hampshire Department of Resources and Economic Development, who executed the foregoing instrument for the purposes therein contained.

In witness whereof I hereto set my hand and official seal.

LEANNE M. LAVOIE, Notary Public
My Commission Expires October 3, 2017

By: 
Notary Public/Justice of the Peace

Approved as to form, substance and execution by the Attorney General this 3 day of June May, 2013.

By: 
Patrick Queeman, Civil Bureau Attorney

THE STATE OF NEW HAMPSHIRE

CHAIRMAN
Thomas B. Getz

Tel. (603) 271-2431

COMMISSIONERS
Clifton C. Below
Amy L. Ignatius

FAX (603) 271-3878

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

EXECUTIVE DIRECTOR
AND SECRETARY
Debra A. Howland

Website:
www.puc.nh.gov



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

G & C Date 12/8/10
Item Number #620
Approved J

November 24, 2010

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

REQUESTED ACTION

#177587

Authorize the New Hampshire Public Utilities Commission to award grant funds in the amount of \$400,000.00 to the New Hampshire Department of Resources and Economic Development, Division of Economic Development, Vendor #177445, to partner with Lakes Region Community College and Plymouth Area Renewable Energy Initiative to expand the energy efficiency workforce training program, from Governor and Council approval through June 30, 2013. Funding is 100% Greenhouse Gas Emissions Reduction Fund (GHGERF), a nonlapsing special fund continually appropriated to the commission pursuant to RSA 125-O:23, I.

Funding is authorized from the account, Grants to Other State Agencies - State, as follows with the authority to adjust encumbrances in each of the State fiscal years through the Budget Office if needed and justified:

02-81-81-811010-54530000 Greenhouse Gas 125-O:23			
	FY 2011	FY2012	FY 2013
010-081-54530000-073-500582 Grants to Other State Agencies - State	\$100,000.00	\$200,000.00	\$100,000.00

EXPLANATION

Pursuant to RSA 125-O:23, the New Hampshire Public Utilities Commission (PUC) is charged with administering the Greenhouse Gas Emissions Reduction Fund (GHGERF), the purpose of which is to reduce greenhouse gas emissions resulting from energy use in New Hampshire. On May 5, 2009, the PUC issued the second of a series of Requests for Proposals (RFP) for programs to be funded by GHGERF grants.

The RFP specified three program areas:

- I) continued funding for entities that received a 2009 GHGERF grant, applied for multi-year program budgets in their 2009 proposal, and had success in implementing their proposal;
- II) new programs that will establish a portfolio of energy efficiency projects at large energy user sites to produce significant energy savings and greenhouse gas reductions; and
- III) new programs that will improve energy efficiency and reduce greenhouse gas emissions in the affordable housing sector.

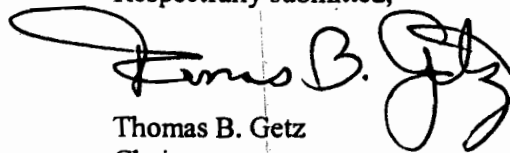
The PUC received 29 proposals to this RFP, requesting over \$78 million in grant funds. The New Hampshire Department of Resources and Economic Development (DRED) proposal and five others have been selected to receive a total of \$13.4 million in this funding round. DRED's proposal is in Category I, Program Continuation. Attachment A provides additional information on the grant review and award process.

DRED, in partnership with Lakes Region Community College (LRCC) and supporting partner, Plymouth Area Renewable Energy Initiative, will continue to provide job training classes to prepare New Hampshire's workforce for green energy jobs in the energy efficiency sector. In the first year of this program, 120 students completed courses in energy auditing. In this new phase, courses will be expanded to cover a wider range of job skills. Classes are supported by a Mentoring Support program to give qualified candidates supervised hands-on experience with both energy audits and installations. This program will help to ensure that weatherization and energy efficiency measures will be implemented through well trained locally-based businesses who can guarantee that their energy efficiency and weatherization installations are both sound and safe.

The DRED proposal was the second highest ranked proposal in the Program Continuation category, and received high marks from the grant review committee across many of the eighteen evaluation criteria. First and foremost, these job training courses will help to create new jobs and enhance existing ones, thereby promoting economic development. The program is highly cost effective in that a modest investment of funds per worker helps to ensure that energy efficiency measures are installed properly and function as designed. Similarly, because job training is a key component of nearly all of the other energy efficiency programs, these funds will ultimately result in substantial reductions of greenhouse gas emissions. By providing New Hampshire consumers and businesses with a skilled workforce, the DRED program will help promote market transformation. The program will also promote collaboration: DRED is offering courses at all of the state's community colleges, and is partnering with the highly successful Plymouth Area Renewable Energy Initiative to ensure that students have an opportunity for field training in addition to classroom learning.

The grant is contingent on sufficient GHGERF funds being available within 12 months of the effective date of the grant agreement. In the event that GHGERF funds are insufficient or are no longer available, General Funds will not be requested to support this program

Respectfully submitted,



Thomas B. Getz
Chairman

ATTACHMENT A - GRANT REVIEW PROCESS

The PUC issued a Request for Proposals (RFP) on May 5, 2010 for the second round of Greenhouse Gas Emissions Reduction Fund programs. The RFP was developed in consultation with the state's Energy Efficiency and Sustainable Energy Board, created by the legislature in 2008 "to promote and coordinate energy efficiency, demand response, and sustainable energy programs in the state" and its specific statutory charge to "[p]rovide recommendations at least annually to the public utilities commission on the administration and allocation of energy efficiency and renewable energy funds under the commission's jurisdiction." RSA 125-O:5-a, I.

The May 5, 2010 RFP requested proposals in three categories:

- Category I was for continuation of programs by entities that applied for multi-year programs in response to the 2009 RFP; received a grant for initial or first year funding from the GHGERF fund in 2009; and, demonstrated successful implementation of the first stage of their proposal.
- Category II requested proposals for programs that will establish a portfolio of energy efficiency projects at large energy user sites to produce significant energy savings and greenhouse gas (GHG) reductions.
- Category III requested proposals for programs that will significantly improve energy efficiency and reduce GHG emissions in low-income residential housing.

The RFP was circulated electronically to a list of more than 950 individuals and organizations known to have an interest in energy policy and programs, as well as to members of the Energy Efficiency and Sustainable Energy Board (EESE Board) and over 100 interested parties. The RFP was also posted on the PUC and Office of Energy and Planning websites. Twenty-nine proposals requesting a total of \$78 million in funds were received in response to the RFP.

The PUC employed a two-tier grant review process to evaluate the proposals. The initial review team consisted of four members including Rebecca Ohler (Air Resources Division, DES), Joanne Morin and Eric Steltzer (Office of Energy and Planning), and Jack Ruderman and Barbara Bernstein (Sustainable Energy Division, PUC). The second tier review team consisted of the three-member Commission, Chairman Thomas Getz and Commissioners Clifton Below and Amy Ignatius.

The review team evaluated all proposals using the 14 criteria set forth in RSA 125-O: 23, VII and NH Code of Administrative Rules Puc 2604.03 and 4 general conditions set forth in the RFP (e.g., completeness and clarity of proposal content). Following an initial round of screening, the team interviewed ten applicants. The team scored all proposals using a range of 1 to 10 points for each of the 18 criteria and general conditions, and provided written comments highlighting the pros and cons of each proposal. The evaluations also provided a recommendation to the Commission as to whether each program should receive funding.

The initial review team met with the Commissioners to brief them on the committee's recommendations. The Commissioners were provided with copies of the written evaluation forms and had an opportunity to ask questions of members of the initial review team. Subsequently, the Commissioners met on

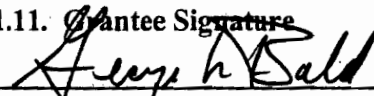
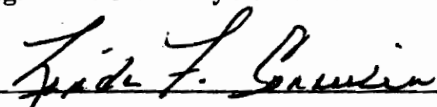
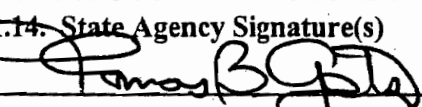
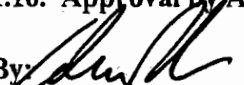
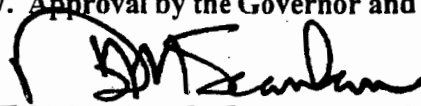
several occasions to deliberate on the review team's recommendations and their own assessment of the proposals.

The overall funding level – \$13.4 million – was determined based on the balance currently available in the Greenhouse Gas Emissions Reduction Fund plus a reasonable estimate of likely RGGI auction proceeds through early December, 2011. (RSA 125-O:23, VIII provides that the “commission may enter into agreements for the implementation of programs under this section that are contingent, in whole or in part, on future proceeds from budget allowance auctions held within 12 months of the date such agreements become effective.”) Within this budget, the Commission selected six winning proposals among the three categories and established funding levels for each of them. In Category I (program continuation), three entities, the Business Finance Authority, the Retail Merchants Association, and the New Hampshire Department of Resources and Economic Development, were selected for funding totaling \$4,400,000. A single entity, TRC Energy Services, was selected for Category II (energy efficient projects at large energy user sites) for a grant amount of \$5,000,000. Finally, two entities, the New Hampshire Housing Finance Authority and the New Hampshire Community Loan Fund, Inc., were selected for Category III (programs for low-income residential housing) for funding totaling \$4,000,000.

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

PROGRAM TITLE: Efficiency Training Program (ETP)
GENERAL PROVISIONS

1. Identification and Definitions.

1.1. State Agency Name Public Utilities Commission		1.2. State Agency Address 21 S. Fruit Street, Suite 10, Concord, NH 0330	
1.3. Grantee Name NH DRED, Division of Economic Development ("DED")		1.4. Grantee Address 172 Pembroke Road, PO Box 1856, Concord, NH 03302-1856	
1.5. Effective Date G & C Approval	1.6. Completion Date 06/30/2013	1.7. Audit Date	1.8. Grant Limitation \$400,000.00
1.9. Grant Officer for State Agency Jack Ruderman		1.10. State Agency Telephone No. (603) 271-2341	
1.11. Grantee Signature 		1.12. Name & Title of Grantee Signor Commissioner, George M. Bald	
1.13. Acknowledgment: State of _____, County of _____, on _____ / /, Before the undersigned officer, personally appeared the person identified in block 1.11., known to me (or satisfactorily proven) to be the person whose name is signed in block 1.12., and acknowledged that <u>he</u> executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace (Seal) 			
1.13.2. Name and Title of Notary Public or Justice of the Peace Linda F. Corriveau		LINDA F. CORRIVEAU, Notary Public My Commission Expires September 9, 2014	
1.14. State Agency Signature(s) 		1.15. Name & Title of State Agency Signor(s) Thomas B. Getz, Chairman, NHPUC	
1.16. Approval by Attorney General (Form, Substance and Execution) By:  Assistant Attorney General, On: 11/12/10			
1.17. Approval by the Governor and Council  DEPUTY SECRETARY OF STATE			

DEC 08 2010

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

3. EFFECTIVE DATE: COMPLETION OF PROJECT.

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

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

4. GRANT AMOUNT: MANNER OF PAYMENT: LIMITATIONS.

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

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

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

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

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

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

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

7. RECORDS AND ACCOUNTS.

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

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

8. PERSONNEL.

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

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

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

9. DATA: RETENTION OF DATA: ACCESS.

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

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

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

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

11. EVENT OF DEFAULT: REMEDIES.

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

- 11.1.1. failure to perform the Project satisfactorily or on schedule; or
- 11.1.2. failure to submit any report required hereunder; or
- 11.1.3. failure to maintain, or permit access to, the records required hereunder; or
- 11.1.4. failure to perform any of the other covenants and conditions of this Agreement.

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

- 11.2.1. give the Grantee a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Grantee notice of termination; and
- 11.2.2. give the Grantee a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the Grant Amount which would otherwise accrue to the grantee during the period from the date of such notice until such time as the State determines that the Grantee has cured the Event of Default shall never be paid to the Grantee; and
- 11.2.3. set off against any other obligation the State may owe to the Grantee any damages the State suffers by reason of any Event of Default; and
- 11.2.4. treat the agreement as breached and pursue any of its remedies at law or in equity, or both.

12. TERMINATION.

12.1. In the event of any early termination of this Agreement for any reason other than the completion of the Project, the Grantee shall deliver to the Grant Officer later than fifteen (15) days after the date of termination, a report (hereinafter referred to as the "Termination Report") describing in detail all Project Work performed, and the Grant Amount earned, to and including the date of termination.

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

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

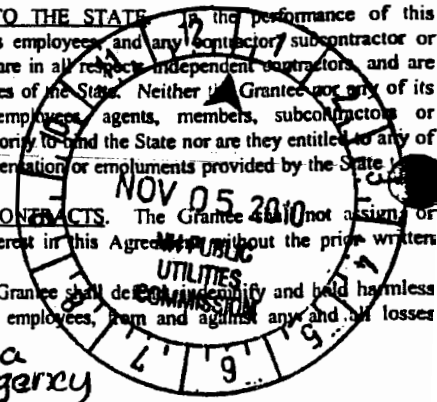
12.4. Notwithstanding anything in this Agreement to the contrary, either the State or, except where notice default has been given to the Grantee hereunder, the Grantee, may terminate this Agreement without cause upon thirty (30) days written notice.

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

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

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

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



Rec'd via Inter Agency Mail

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

17. INSURANCE AND BOND.

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

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

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

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

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

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

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

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

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

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

21 11/10/01

11/10/01

EXHIBIT A

SCOPE OF SERVICES

In exchange for receiving grant funds in the amount of \$400,000 from the New Hampshire Public Utilities Commission (PUC), the Department of Resources and Economic Development, Division of Economic Development, (DED or Grantee) in partnership with Lakes Region Community College (LRCC) and supporting partner, Plymouth Area Renewable Energy Initiative (PAREI) agrees to continue to offer building energy efficiency training programs throughout the state of New Hampshire. The team will build upon the success and collaborations of the Year 1 program to include both weatherization analyst and installer training programs that lead to Building Performance Institute (BPI) certifications. Except as otherwise provided in this contract, the requirements set forth in the NH Public Utilities Commission Request for Proposal dated May 5, 2010 and Grantee's Proposal dated June 1, 2010, as well as the revised scope of services and budget, submitted electronically October 25, 2010, are incorporated herein by reference as further defining the services to be rendered. Specifically, DRED agrees to accomplish the following in partnership with LRCC and PAREI and to undertake any additional measures necessary to achieve the program goals set forth in its proposal:

1. Provide four (4) BPI Building Analyst Training Courses utilizing LRCC staff instructors for the bulk of instruction. Each course covers six full days plus an optional field review day and a two-hour one-on-one field test for each student. If the need is greater (such as from passage of the Home Star bill), BPI Heating Professional, BPI Envelope Professional, building energy software modeling, or BPI energy audit protocol trainings may be substituted for one or more of these Building Analyst trainings.
2. Develop and implement two three-day courses – Air Sealing Installer and Insulation Installer – that will be offered independently or together for a total of ten (10) classes.
3. Provide four (4) Boot Camp Performance Contractor BPI trainings that combine the energy auditor and installer trainings. Boot camp training will be held in conjunction, where possible, with Plymouth Area Renewable Energy Initiative (PAREI) and the Department of Energy's (DOE) Beacon Communities BetterBuilding programs.
4. Develop and implement sixteen (16) short-term energy efficiency trainings targeted primarily towards professional audiences, such as real estate professionals, building supply center staff, home building contractors, mortgage brokers and bankers, and other sectors. This includes five (5) PAREI Housewarming trainings in the Plymouth area to train homeowners and contractors on specific weatherization skills such as air sealing. Other partners may provide other trainings.
5. Implement One (1) Energy Services & Technology Efficiency Intensive (ESTEI) Certificate class to fill the gap between taking one BPI training course and the existing two-year LRCC Energy Services & Technology (EST) Associates degree program to provide intensive training in the skills and application of an energy professional.
6. Provide seventy (70) mentoring support site visits oriented towards students who have already had BPI or equivalent training, with priority given to students who have participated in LRCC

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training programs. It is assumed that the student can charge a small fee to the homeowner for this service, but the bulk of the mentoring cost is to be covered by grant funds. Mentors will include LRCC staff, PAREI staff, and other experienced professionals selected for their knowledge and instructional capabilities.

7. DED will oversee the purchase of equipment including blower door testers, combustion analyzers, gas leak detectors, infrared thermal imagers and other energy assessment/installation equipment that will be made available at up to three (3) rental sites as funding permits. In the first year, DED will oversee the coordination of a pilot rental in Plymouth, (a Beacon Communities Project) by project partner PAREI. After evaluation of the pilot equipment rental program is completed, the rental program will extend to two other communities, preferably municipalities participating in the Beacon Communities program.
8. Support up to nine (9) other professional building energy efficiency training offerings in New Hampshire with a pass-through scholarship program that will enable other organizations, including but not limited to colleges and trade associations, to offer training programs at a reduced price per person.

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EXHIBIT B

GRANT AMOUNT, TERMS AND METHODS OF PAYMENT

1. This is a two phase grant award. Phase One commences upon approval of this grant agreement by Governor and Council and concludes on December 31, 2011. Phase Two begins January 1, 2012 and ends June 30, 2013.
2. In consideration of the satisfactory performance of the Phase One services, described in Exhibit A as determined by the State, the State agrees to pay the Department of Resources and Economic Development, Division of Economic Development (DED or Grantee) in partnership with Lakes Region Community College (LRCC) and supporting partner, Plymouth Area Renewable Energy Initiative (PAREI), an amount not to exceed \$200,000 for Phase One of this \$400,000 grant award.
3. Grantee will invoice the PUC on a quarterly basis. The first quarterly report will cover the period from the date of Governor & Council approval through March 31, 2011; the quarterly report is due April 30, 2011. All other quarterly reports will cover calendar year quarters.
4. Invoices will be reviewed and measured against the scope of services and approved by the Director of the Sustainable Energy Division or his designee. Quarterly reports must be submitted at the same time or before the invoice is submitted. Otherwise the invoice will be held until the report and invoice backup are received. Invoices shall be supported by a summary of activities and a detailed listing and documentation of expenses incurred. Invoices, reports and supporting documentation will be submitted using the on-line invoicing and reporting system developed by CSNE.
5. Funding for Phase Two is contingent upon approval of the PUC after reviewing the results of Phase One. The PUC reserves the right to withhold funding, in whole or in part, for Phase Two if, at the conclusion of Phase One, the PUC determines that the Grantee has failed to successfully perform the Phase One services described in Exhibit A.
6. In consideration of the satisfactory performance of the Phase Two services described in Exhibit A, as determined by the State, the State agrees to pay the Grantee an amount not to exceed \$200,000.
7. Five (5) percent of the Phase Two grant funds or \$10,000 will be held back until completion of the project. Payment of this final 5% will be made after Grantee provides a final grant report, no later than 30 days from completion of the project, or from the end date of this grant agreement, June 30, 2013, whichever comes first.
8. Grantee will provide information to both Carbon Solutions New England (CSNE) and the NH PUC through a process involving electronic documents and web-based applications ("the Reporting System"). Expense transactions, including but not limited to, receipts, purchase orders and sales invoices will be the basis for invoices generated to the NH PUC using the Reporting System. Grantee agrees to use the Reporting System provided by CSNE and the NH PUC and Grantee also agrees to accept and use system changes to the Reporting System during the grant term.
9. Grantee will document expense transactions with appropriate back up including receipts for all project partners, contractors and subcontractors. At a minimum, receipts must be provided documenting labor cost, labor overhead, material cost, material overhead, and capital expenditures for all partners,

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~~contractors and subcontractors. Expense transactions for the grantee will need to be provided and matched to expense categories listed in the grantee's proposal.~~

10. Grantee agrees to provide economic data for activity performed during the project and after completion of the project including time records (billable hours worked per month) for all employees, contractors and subcontractors who directly work on the project as a result of this contract.
11. Grantee, through the Reporting System, will report on status of project to include:
 - a. Reporting of all discreet marketing activities by Program Implementer to include at a minimum, Activity, Activity Date, Estimated Reach, Audience, Distribution Method (Channel), Cost, Activity Goal, and Description;
 - b. Training events, including location, training description, number trained, hours of training, training cost, and number of students certified. Grantee will provide the PUC and CSNE with rosters for each course;
 - c. Number of mentoring site visits, with location and Mentor name;
 - d. Records of equipment rentals, including type, date, user and activity; and,
 - e. Post-training survey results.
12. Grantee will include PUC and CSNE in the review/revise process of the measurement and verification. Grantee will, in collaboration with the PUC and CSNE, produce a qualitative survey for evaluating all courses receiving funds through this grant.
13. The State agrees to make payment to the Grantee within 30 days from the receipt of approved invoices.
14. All obligations of the State, including the continuance of any payments, are contingent on the availability of funds derived from the Greenhouse Gas Emissions Reduction Fund pursuant to RSA 125-O:23.

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DELIVERABLES

1. The Grantee agrees to prepare and submit quarterly reports to the PUC, in a form and manner prescribed by the PUC. The first quarter report will cover activities in December 2010 through March 2011, with the report due April 30, 2011. All reports thereafter will be due one month after the end of the quarter continuing throughout the life of the grant. Reports shall include a detailed summary of all work completed in comparison to the scope of services, including an account of milestones achieved, and a description of any obstacles encountered as well as any planned milestones that were not achieved. Any activities or benefits that occurred as a result of the grant that were not included in the scope of services should also be noted. In order to receive approval to proceed with Phase Two, Grantee will provide the PUC with a summary of Phase One activities. Within thirty (30) days of the conclusion of the grant award, in lieu of a quarterly report, Grantee shall submit a final report providing a detailed summary of the results of the grant project, obstacles encountered and any work from the Scope of Service that was not completed.
2. The Grantee agrees to carefully collect all data requirements of the project listed in Exhibits A & B and provide to Carbon Solutions New England and the NH Public Utilities Commission using the Reporting System described in Exhibit B. Required data for all projects and the grant must be complete at the time of invoicing and quarterly reporting.

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EXHIBIT C

SPECIAL PROVISIONS

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Division of Personnel

Human Resource

Meeting Agenda

May 30, 2013

New Hampshire Department of Revenue Administration

109 Pleasant Street (Hugh Gallen Office Park)

Concord, NH 03301

Please remember to bring photo ID for entrance into the building.

1:30 – 3:00 PM

Type of Meeting: Open Enrollment

Meeting Facilitator: Karen Hutchins

- I. Welcome
- II. Workers Compensation and the Second Injury Fund – Alan Sylvester, Loss Control Consultant, Risk Management Unit
- III. Healthy Lifestyles Program, Overview and Video – Michael Loomis, Wellness Program Specialist, Risk Management Unit
- IV. Bureau of Education and Training Update – Kate McGovern, Bureau Chief, BET
- V. NH FIRST Update – Alex Stone and Karen Hutchins
- VI. Other Business

Next Meeting Date: July 18, 2013

New Hampshire Department of Revenue Administration