



ADMINISTRATIVE OFFICE  
45 SOUTH FRUIT STREET  
CONCORD, NH 03301-4857



mac  
85

GEORGE N. COPADIS, COMMISSIONER  
RICHARD J. LAVERS, DEPUTY COMMISSIONER

June 15, 2022

His Excellency, Governor Christopher T. Sununu  
and the Honorable Council  
State House  
Concord, NH 03301

**REQUESTED ACTION**

To authorize New Hampshire Employment Security (“NHES”) to enter into a Grant Agreement under the Work Invest New Hampshire program/Job Training Fund (WorkInvestNH/JTF) with Denron Plumbing & HVAC, LLC (“Denron”), Manchester, NH, in the amount not to exceed \$142,400.00 to provide training for one hundred and eighty (180) Denron employees in the fields of plumbing, natural gas and liquid propane piping, and HVAC. Payments will be disbursed on a cost-reimbursement basis and Denron will match the funds expended on a one-to-one basis in keeping with program requirements. The Grant Agreement is effective upon Governor & Council approval through June 30, 2023. 100% Other (Job Training Program) Funds

02-27-27-270010	DEPT OF EMPLOYMENT SECURITY	SFY 2023
10-02700-80400000-102-500731	Contracts for Program Services	\$142,400.00

**EXPLANATION**

RSA 282-A:181 provides for NHES to administer a job training program, “including the cost of certificate programs, apprenticeship programs . . . and occupational skills training in order to fill current, in-demand employment in New Hampshire.” NHES was designated as the administrative agency charged with implementing the job training program in 2019 at which time the program became known as WorkInvestNH. NHES also sought and was provided approval for the administrative rules under Emp 404. These rules continued the longstanding requirement that “...any grant exceeding \$70,000 shall first be approved by Governor and Council.”

NHES is requesting the Executive Council consider the attached Agreement based upon the application submitted by Denron seeking a WorkInvestNH/JTF grant in the amount of \$142,400.00 for training one hundred and eighty (180) of its employees. If approved, training is scheduled to begin July 1, 2022 and will be completed by June 30, 2023.

The application for funding has been thoroughly reviewed by the Department and has been determined to meet all statutory and regulatory requirements for consideration by the Executive Council as to potential approval. The criteria contained within the administrative rule (Emp 404.16) used by the Department when evaluating such grant requests include:

- (1) Whether the training program will train employees to implement new skills and/or technologies that will benefit them, the entity, and the state;
- (2) Whether the training will contribute to the economic development of New Hampshire;
- (3) The nature of certifications, credentials, or credit to be earned by the employees;
- (4) Whether the training will create opportunities for advancement for the employees involved; and
- (5) The cost of training per employee and whether it is reasonably related to the level of benefit to the employee, the entity, and the state.

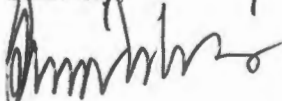
The grant application before the Executive Council proposes to support the training and education of up to 180 employees of Denron thus allowing these employees the opportunity to gain industry recognized credentials in high demand fields which will contribute to greater earning power by these individuals and will contribute to the success of the employer in satisfying the demands of customers in need of plumbing, gas fitting and HVAC related services.

Specifically, if this grant application is approved, these employees will be enrolled in the Plumbing Apprenticeship course, Gas Piping Installer course, Gas Equipment Installer course, and Gas Service Technician courses offered at the New Hampshire School of Mechanical Trades located in Manchester. Further, this grant will support employees attending the HVAC Technician course offered at Manchester Community College. Again, the training proposed in this grant request involves skill acquisition in trades that are in high demand in New Hampshire. Denron is proposing to make a substantial investment in training current and future employees in these disciplines and is seeking support from the WorkInvestNH/JTF program in order to increase the number of individuals they are able to offer these opportunities to increase skills while also improving the earning potential for each individual. This grant application demonstrates a significant commitment by Denron to the future of mechanical trades in the state which is a critical sector to the overall economy for which there is high demand for services.

While the grant proposal is bold and ambitious on the part of Denron, the Department believes such commitment and vision on the part of the employer should be rewarded by the approval of this request. The risk to the state and the job training program is minimal as by approving this grant request the state is only obligated to provide 50% reimbursement to Denron after employees successfully complete these training programs in which case the state would stand to benefit with a more robust workforce with the skills necessary to succeed in the mechanical trades.

The Department believes the grant application meets the objectives of the program and recommends favorable consideration by the Executive Council.

Sincerely,



George N. Copadis  
Commissioner

FORM NUMBER P-37 (version 12/11/2019)

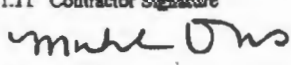
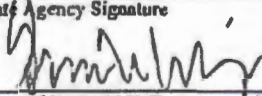
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

I. IDENTIFICATION.

1.1 State Agency Name New Hampshire Department of Employment Security		1.2 State Agency Address 45 South Fruit Street Concord, NH 03301	
1.3 Contractor Name Dearon Plumbing & HVAC, LLC		1.4 Contractor Address 605 Front Street Manchester, NH 03102	
1.5 Contractor Phone Number (603) 627-4186	1.6 Account Number 10-02700-80400000-102-500731	1.7 Completion Date June 30, 2023	1.8 Price Limitation \$142,400.00
1.9 Contracting Officer for State Agency George Copadis, Commissioner		1.10 State Agency Telephone Number (603) 228-4004	
1.11 Contractor Signature  Date: 6-6-22		1.12 Name and Title of Contractor Signatory Michelle DeLois, CFO	
1.13 State Agency Signature  Date: 6/9/22		1.14 Name and Title of State Agency Signatory George Copadis, Commissioner	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By: /s/ Steven M. Masses On: June 14, 2022			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

Contractor Initials MD  
Date 6-6-22

**2. SERVICES TO BE PERFORMED.** The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT B which is incorporated herein by reference ("Services").

**3. EFFECTIVE DATE/COMPLETION OF SERVICES.**

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.17, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

**4. CONDITIONAL NATURE OF AGREEMENT.**

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds affected by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

**5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.**

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT C which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete

compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision 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 Price Limitation set forth in block 1.8.

**6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.**

6.1 In connection with the performance of the Services, the Contractor shall comply with all applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3 The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

**7. PERSONNEL.**

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

**8. EVENT OF DEFAULT/REMEDIES.**

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

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

8.2.1 give the Contractor 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 cured, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor 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 contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 give the Contractor a written notice specifying the Event of Default and set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

8.3. 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 of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default 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 Event of Default on the part of the Contractor.

**9. TERMINATION.**

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT B. In addition, at the State's discretion, the Contractor shall, within 15 days of notice of early termination, develop and

submit to the State a Transition Plan for services under the Agreement.

**10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.**

10.1 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, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

10.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

10.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

**11. CONTRACTOR'S RELATION TO THE STATE.** In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

**12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.**

12.1 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

**13. INDEMNIFICATION.** Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omission of the

Contractor Initials MD  
Date 6-6-22

Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. 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 in paragraph 13 shall survive the termination of this Agreement.

**14. INSURANCE.**

14.1 The Contractor shall, at its sole expense, obtain and continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 commercial general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate or excess; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 10.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

**15. WORKERS' COMPENSATION.**

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("*Workers' Compensation*").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. The Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

**16. 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 given in blocks 1.2 and 1.4, herein.

**17. 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 Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

**18. CHOICE OF LAW AND FORUM.** This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

**19. CONFLICTING TERMS.** In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and/or attachments and amendment thereof, the terms of the P-37 (as modified in EXHIBIT A) shall control.

**20. 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.

**21. HEADINGS.** The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

**22. SPECIAL PROVISIONS.** Additional or modifying provisions set forth in the attached EXHIBIT A are incorporated herein by reference.

**23. SEVERABILITY.** In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

**24. 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 with respect to the subject matter hereof.

**EXHIBIT A**  
**SPECIAL PROVISIONS**

Section 14.1.1 is amended to read as follows:

During the term of the Agreement, Company shall, at its own expense, carry general liability insurance providing a limit of not less than One Million Dollars (\$1,000,000) per occurrence.

See attached Training Agreement between State of New Hampshire and Denron Plumbing & HVAC LLC.

Contractor Initials MD  
Date 6-6-22

**EXHIBIT B**  
**SCOPE OF SERVICES**

See attached Training Agreement between State of New Hampshire and Denron Plumbing & HVAC LLC.

Contractor Initials MD  
Date 6-6-22



**EXHIBIT C**  
**PAYMENT TERMS**

See attached Training Agreement between State of New Hampshire and Denron Plumbing & HVAC LLC.

Contractor Initials MD  
Date 6-6-22

Agreement Number: 3134  
NH State Vendor #: 165850



**TRAINING AGREEMENT**



Between

State of New Hampshire

New Hampshire Employment Security 45 South Fruit Street, Concord NH 03301

and

Denron Plumbing & HVAC, LLC

605 Front Street, Manchester, NH 03102

This cost reimbursement agreement (Agreement) for training services is effective upon approval by Governor and Executive Council. This Agreement ends one year after the effective date. **Total payments by New Hampshire Employment Security under this Agreement shall not exceed \$142,400.00 and are subject to Company documenting a 1:1 dollar match as set forth herein.** By signing below, New Hampshire Employment Security, a state entity within the State of New Hampshire and Denron Plumbing & HVAC, LLC, agree to all the terms of this Agreement, which, in addition to the above, consists of the following sections:

- I. Statement of Work – Training
- II. Performance Goals & Outcomes / Reporting Requirements
- III. Budget and Cash Management
- IV. Other Terms of Agreement

**Section I – Statement of Work: Training**

**A. Introduction**

This Agreement is the result of a competitive application process and completely incorporates the following documents by reference:

- NH Job Training Program for Economic Growth NH RSA 282-A:181 and 182; Interim rules (Emp 404), effective December 26, 2019
- Company's application dated January 20, 2022

If a question occurs over expectations, the order of hierarchy for documents, unless otherwise specified in the body of this document, is as follows:

- State laws, rules and regulations
- this Agreement
- Company's application dated January 20, 2022

Company assumes full responsibility for the administration and performance outcomes of this grant.

***PLEASE NOTE: The offer of training funds under this initiative expires on June 11, 2022. If this agreement is not signed by both parties by June 11, 2022 the funds may be de-obligated and used to fund training of other successful applicants.***

Contractor's Initials

  JND

## B. Training/Services Obligation

This grant will be used to pay for those services outlined in Company's application dated January 20, 2022

1. Specifically, training/services shall address training as outlined in the grant application. **Any changes to the training/services as outlined in the referenced document must be requested and approved in writing by the State prior to making the change. Failure to do so may result in forfeiture of reimbursement. No extensions will be given for funding not utilized in the designated grant time period.**
2. Training/services shall commence within 90 days from the latest signature date of this agreement. If the first training course has not commenced within this 90-day timeframe, the company risks the loss of this funding. All training/services must be **completed one year from the contract execution date with final invoices and evaluation to the State no later than 30 days following the completion of training.**
3. Company shall monitor the performance of the persons receiving the training and understands and agrees that students who repeatedly receive failing grades, or fail to complete courses, or terminate training in progress for a period of more than 30 days (for other than medical reasons) shall be removed from the training program.
4. Company understands and agrees that only NH-based Company employees, legally able to work in the USA, may undertake training funded by this grant.

## Section II -- Performance Goals & Outcomes / Reporting Requirements

1. The total expected number of participants to receive training is one hundred eighty (180).
2. To meet the reporting requirements of this funding source, Company agrees to work with the State to provide such information as requested by the Legislature. Whenever possible, copies of participant certifications and/or licensures should be included in the documentation of performance outcomes. Lack of response to this requirement may result in the State requiring repayment of grant funds.
3. All reporting obligations shall be coordinated through, and facilitated by New Hampshire Employment Security, whose contact information is [jobtrainingfund@nhes.nh.gov](mailto:jobtrainingfund@nhes.nh.gov) or 833-658-4760.
4. The final evaluation shall be due to the State with the final invoice, within 30 days of the completion of training and can be completed online at <https://www.surveymonkey.com/r/NHES-JTF>
5. Failure to submit the final evaluation code with the final reimbursement request shall result in nonpayment of final invoice until this is received
6. The State reserves the right to arrange an onsite visit for program monitoring purposes, or to meet and discuss any program challenges that may arise throughout this training grant.

### Section III – Budget and Cash Management

1. Payments by the State under this agreement shall not exceed \$142,400.
2. Payments shall be disbursed on a cost-reimbursement basis. Training expenses incurred prior to the effective date of this Agreement will not be reimbursed.
3. Company agrees to match the total training cost on a 1:1 basis, up to \$142,400. As provided in the applicable administrative rule, Emp 404.07, wages paid to workers participating in training, entertainment costs, administrative costs, and costs relating to failure to comply with federal, state, or local laws do NOT qualify as match for this grant. *Company invoices for reimbursement shall be summarized on the invoice form attached hereto as Reimbursement Request Form, and must include proof of payment to vendor, as well as sufficient documentation to support the amount of the billing. Proof of payment means a copy of a cancelled check or credit card receipt and a vendor statement indicating the invoice has been paid. Time sheets, vendor invoices, calculations showing prorated expenses, etc. are examples of documentation that may be used to support the invoice amount. Payment will be made for 50% of submitted vendor invoices up to the maximum grant amount awarded.*

### Section IV – Other Terms of Agreement

1. The parties through the execution of a written and signed Modification Agreement may modify this Agreement at any time.
2. Company warrants that it is authorized to conduct business in the State of New Hampshire and is in good standing with the New Hampshire Secretary of State's Office.
3. No assignment or subcontracting of any of the Company's rights or responsibilities under this Agreement shall be effective unless requested in advance and approved in writing by the State or unless clearly described in the Statement of Work.
4. Either party may terminate this Agreement at any time by giving thirty (30) calendar days advance written notice to the other party.
5. Either party may terminate or suspend this Agreement for cause, including non-performance, at any time should a material breach of any of the agreement's terms occur. Termination or suspension shall be effective at the date and time specified on the written notice of Termination for Cause.
6. It is understood and agreed that this Agreement will be funded by administrative contributions pursuant to RSA 282-A:87 and RSA 282-A:182. In the event that such funding is reduced, suspended or terminated for any reason, or if applicable laws/administrative rules are significantly changed, the State shall have the right to terminate this agreement, to de-obligate funds, or to negotiate appropriate modifications to this Agreement.
7. This Agreement will terminate at midnight on the end date shown on the first page unless early termination occurs under stipulation 4, 5, or 6 above. In the event of early termination, Company shall only be entitled to payments accrued or earned up until the close of business on the scheduled termination date.
8. Company shall be responsible for all claims, suits, damages, judgments, recoveries, settlements, or other liabilities incurred as a result of performance or failure to perform under this Agreement arising out of the negligent or intentional actions of Company's officials, employees, subcontractors, and/or agents. During the term of the Agreement, Company shall, at its own expense, carry general liability insurance providing a limit of not less than One Million Dollars (\$1,000,000) per occurrence. Certificates thereof shall be delivered to the State within ten (10) days after the date of execution of the agreement, and thereafter within ten (10) business days after expiration of the effective policy, without any lapse in coverage. Company shall maintain appropriate levels of Workers' Compensation insurance in accordance with New Hampshire law.

9. Company shall maintain records of attendance, costs, and other project-related materials for a period of three (3) years after the completion of the training. Company shall allow access to these records by the State, its authorized representatives, or the appropriate governmental entity for audit purposes.
10. A waiver of any breach of any of the provisions of this agreement shall not be construed as a continuing waiver of other breaches of the same or other provisions hereof.
11. If a part of this agreement is held to be illegal, void, or unenforceable for any reason, such holding shall not affect the validity and enforceability of any other part.
12. The headings in this agreement are used as a matter of convenience only and are not to be considered a part of this agreement or to be used in determining the intent of the parties.
13. In the performance of this Agreement, Company is neither an agent nor employee of the State. Neither Company nor any of its officers, employees, agents, or members shall have authority to bind the State, or receive any benefits, workers' compensation or emoluments provided by the State to its employees.
14. The parties herein do not intend to benefit any third parties and this agreement shall not be construed to confer any such benefit.
15. This agreement is subject to the jurisdiction of and shall be interpreted under the laws of the State of New Hampshire.
16. This agreement does not abridge or limit, nor shall it be interpreted as abridging or limiting the sovereign or official immunity to which the State and its representatives and agents are lawfully entitled.

\*\*\*END – Signatures to follow on next page\*\*\*

For New Hampshire Employment Security:

*George N. Copadis*

6/7/22

George N. Copadis, Commissioner

Date

Denron Plumbing & HVAC, LLC:

Date

*Michelle DeLois*

6-6-22

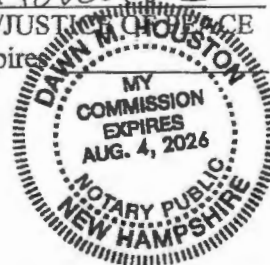
Print signer's name & title Michelle DeLois, CFO

Duly Authorized

STATE OF NH  
COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me this 6 day of June 2022, by Michelle DeLois, known to me or satisfactorily proven, in his/her capacity as CFO of Denron Plumbing & HVAC, LLC

*Dawn M Houston*  
NOTARY PUBLIC/JUSTICE OF THE PEACE  
My Commission expires



Approved as to form, substance, and execution:

Office of the Attorney General

Date:

# State of New Hampshire

## Department of State

### CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that DENRON PLUMBING & HVAC, LLC is a New Hampshire Limited Liability Company registered to transact business in New Hampshire on August 30, 2005. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 543221

Certificate Number: 0005786895



IN TESTIMONY WHEREOF,  
I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 6th day of June A.D. 2022.

A handwritten signature in black ink, appearing to read "David M. Scanlan", is written over a faint circular stamp.

David M. Scanlan  
Secretary of State

Corporate Resolution

I, *Steve Bienvenue*, hereby certify that I am duly elected *Secretary* of *Denron Plumbing & HVAC, LLC*. I hereby certify the following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on June 6, 2022 at which a quorum of the Directors/shareholders were present and voting.

**VOTED:** That *Michelle DeLois, CFO*, is duly authorized to enter into contracts or agreements on behalf of *Denron Plumbing & HVAC, LLC* with the State of New Hampshire and any of its agencies or departments and further is authorized to execute any documents which may in her judgment be desirable or necessary to effect the purpose of this vote.

I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of the date of the contract to which this certificate is attached. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person listed above currently occupies the position indicated and that she has full authority to bind the corporation. To the extent that there are any limits on the authority of any listed individual to bind the corporation in contracts with the State of New Hampshire, all such limitations are expressly stated herein.

DATED: 6-6-22

ATTEST:

  
*Steve Bienvenue, Secretary*





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/6/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER THE ROWLEY AGENCY INC. 45 Constitution Avenue P.O. Box 511 Concord NH 03302-0511	CONTACT NAME: Renee Skillings PHONE (A/C, No, Ext): (603) 224-2562 E-MAIL ADDRESS: rskillings@rowleyagency.com FAX (A/C, No): (603) 224-8012
INSURED Denron Plumbing and HVAC, LLC dba Denron Hall 605 Front Street Manchester NH 03103	INSURER(S) AFFORDING COVERAGE INSURER A: Continental Western 10804 INSURER B: Union Insurance Company 25844 INSURER C: Acadia Insurance Company 31325 INSURER D: Atlantic Charter Insurance Co. 44326 INSURER E: Indian Harbor Ins Co 36940 INSURER F:

COVERAGES CERTIFICATE NUMBER: 21-22 All Lines REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual per CG0001 GENTL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER:			CPA5363264-13	11/8/2021	11/8/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPROP AGG \$ 2,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			CAA5363265-13	11/8/2021	11/8/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			CUA5363266-13	11/8/2021	11/8/2022	EACH OCCURRENCE \$ 11,000,000 AGGREGATE \$ 11,000,000 \$ 11,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WCA00568603 (3A: NH) WCA00568703 (3A: MA)	11/8/2021 11/8/2021	11/8/2022 11/8/2022	<input checked="" type="checkbox"/> PER STATUTE E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
E	POLLUTION/ERRORS & OMISSIONS			PEC005434902	11/8/2021	11/8/2022	LIMITS (OCC/AGG EACH) 2M/3M
A	LEASED OR RENTED/INSTALLATION			CPA5363264-13	11/8/2021	11/8/2022	LIMITS 120,000/500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Covering operations of the named insured during the policy period.

## CERTIFICATE HOLDER

State of New Hampshire/NHES  
45 South Fruit Street  
Concord, NH 03301

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Renee Skillings/RLS

*Renee L. Skillings, CRIS*

© 1988-2014 ACORD CORPORATION. All rights reserved.