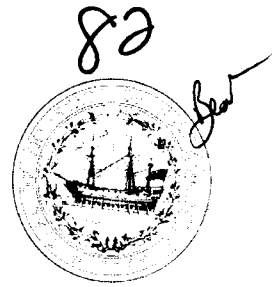




The State of New Hampshire  
**Department of Environmental Services**

MON 5/22/15 AM 11:08 DAS



**Thomas S. Burack, Commissioner**

May 12, 2015

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

REQUESTED ACTION

Authorize the Department of Environmental Services (DES) to enter into a **SOLE SOURCE** Grant Agreement with “The Provider” Enterprises, Inc., 127 Pine Road, Brentwood, NH 03833 (Vendor Code #156170) in an amount not to exceed \$15,000 to help fund the purchase of a new high-efficiency diesel school bus effective upon Governor and Council approval through September 30, 2015. Funding is 100% Federal.

Funding is available in the account as follows:

	<u>FY 2015</u>
03-44-44-443010-2278-072-500572	\$15,000
Dept. of Environmental Services, DERA Funds, Grants Federal	

EXPLANATION

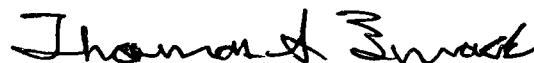
Under the Diesel Emission Reduction Act (DERA) the U.S. Environmental Protection Agency (EPA) provides funding for projects that reduce harmful emissions produced by older diesel vehicles. As stipulated in the DERA Act, 70% of DERA funds are to be used for national competitive grants with the remaining 30% allocated to the states for pass-through grants. Using this 30%, the NH Clean Diesel Grant Program funds projects that reduce the need for idling, replace or repower off-road equipment and replace on road vehicles with newer, cleaner vehicles that meet more stringent emission standards. “The Provider” Enterprises, Inc. applied for federal funding to replace an older school bus under EPA’s competitive *National Clean Diesel Rebate Program: 2014 School Bus Replacement Funding Opportunity*. EPA approved “The Provider” Enterprises, Inc.’s grant application but ran out of funds, whereupon EPA requested that DES fund the project under the NH Clean Diesel Grant Program. Because “The Provider” Enterprises, Inc.’s grant request successfully underwent EPA’s grant selection process and is consistent with NH Clean Diesel Grant Program goals, DES complied with EPA’s request and is awarding this Sole Source grant.

“The Provider” Enterprises, Inc. serves over 40 school systems throughout southern New Hampshire. With this agreement, DES will provide a grant of \$15,000 to “The Provider” Enterprises, Inc. to help fund the replacement of one thirteen-year-old diesel school bus.



This agreement has been approved as to form, substance, and execution by the Office of the Attorney General. In the event that the Federal funds become no longer available General funds will not be requested to support this program.

We respectfully request your approval.



Thomas S. Burack  
Commissioner


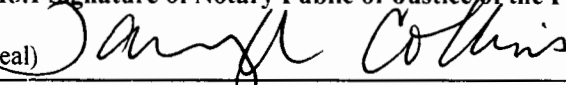
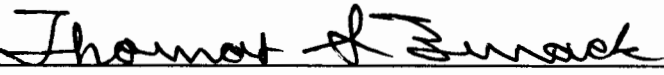
**Subject: The Provider Enterprises, Inc. School Bus Replacement**

**GRANT AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATIONS**

<b>1.1 State Agency Name</b> NH Department of Environmental Services		<b>1.2 State Agency Address</b> 29 Hazen Drive, Concord, NH 03302-0095	
<b>1.3 Grantee Name:</b> The Provider Enterprises, Inc.		<b>1.4 Grantee Address</b> 127 Pine Road, Brentwood, NH 03833	
<b>1.5 Effective Date</b> Upon G&C approval	<b>1.6 Completion Date</b> September 30, 2015	<b>1.7 Audit Date</b> N/A	<b>1.8 Grant Limitation</b> \$15,000
<b>1.9 Grant Officer for State Agency</b> Thomas S. Burack, Commissioner NH Department of Environmental Services		<b>1.10 State Agency Telephone Number</b> (603) 271- 6958	
<b>1.11 Grantee Signature</b> 		<b>1.12 Name &amp; Title of Grantee Signor</b> W. Garrett Scholes, President	
<b>1.13 Acknowledgment:</b> State of <u>NH</u> , County of <u>Rockingham</u> On <u>4.17.15</u> , before the undersigned officer, personally appeared the person identified in block 1.12., or satisfactorily proven to be the person whose name is signed in block 1.11., and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
<b>1.13.1 Signature of Notary Public or Justice of the Peace</b> (Seal) 			
<b>1.13.2 Name &amp; Title of Notary Public or Justice of the Peace</b> <u>Tammy A. Collins, Notary</u>		<b>My Commission Expires November 6, 2018</b>	
<b>1.14 State Agency Signature(s)</b> 		<b>1.15 Name/Title of State Agency Signor(s)</b> Thomas S. Burack, Commissioner	
<b>1.16 Approval by Attorney General's Office (Form, Substance and Execution)</b> By: <u>ChA G. RC</u> Attorney, On: <u>5/12/15</u>			
<b>1.17 Approval by the Governor and Council</b> By: _____ On: / /			

**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"), pursuant to RSA 21-O, 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 referred to as "the Project").

**3. AREA COVERED.** Except as otherwise specifically provided for herein, the Grantee shall perform the Project in, and with respect to, the state of New Hampshire.

**4. EFFECTIVE DATE; COMPLETION OF PROJECT.**

4.1 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").

4.2 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").

**5. GRANT AMOUNT; LIMITATION ON AMOUNT; VOUCHERS; PAYMENT.**

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

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

5.3 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 5.5 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 under this subparagraph 5.3 those sums required, or permitted, to be withheld pursuant to N.H. RSA 80:7 through 7-c.

5.4 The payment by the State of the Grant amount shall be the only, and the complete, compensation 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.

5.5 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.

**6. COMPLIANCE BY GRANTEE WITH LAWS AND REGULATIONS.**

In connection with the performance of the Project, the Grantee shall comply with all statutes, laws, regulations, and orders of federal, state, county, or municipal authorities which shall impose any 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 or 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, 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 such Project, to hire any person who has a contractual relationship with the State, or 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 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.

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.

9.4 On and after the Effective Date 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, whichever shall first occur.

9.5 The State, and anyone it shall designate, shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, all data.

**10. CONDITIONAL NATURE OF AGREEMENT.**

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

**11. EVENT OF DEFAULT; REMEDIES.**

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

11.1.1 failure to perform the Project satisfactorily or on schedule; or

11.1.2 failure to submit any report required hereunder; or

11.1.3 failure to maintain, or permit access to, the records required hereunder; or

11.1.4 failure to perform any of the other covenants and conditions of this Agreement.

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

11.2.1 give the Grantee a written notice specifying the Event of

Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Grantee notice of termination; and

11.2.2 give the Grantee a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the Grant Amount which would otherwise accrue to the grantee during the period from the date of such notice until such time as the State determines that the Grantee has cured the Event of Default shall never be paid to the Grantee; and

11.2.3 set off against any other obligation the State may owe to the Grantee any damages the State suffers by reason of any Event of Default; and

11.2.4 treat the agreement as breached and pursue any of its remedies at law or in equity, or both.

**12. TERMINATION.**

12.1 In the event of any early termination of this Agreement for any reason other than the completion of the Project, the Grantee shall deliver to the Grant Officer, not later than fifteen (15) days after the date of termination, a report (hereinafter referred to as the "Termination Report") describing in detail all Project Work performed, and the Grant Amount earned, to and including the date of termination.

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

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

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

**13. CONFLICT OF INTEREST.** No officer, member or employee of the Grantee and no representative, officer of 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 interests 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 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 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. None of the Project Work shall be subcontracted or subgranted by the Grantee other than as set forth in Exhibit A without the prior written consent of the State.

**16. INDEMNIFICATION.** The Grantee shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted

against the State, its officers and employees, by or on behalf of any person, on account of, based on, resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Grantee of Subcontractor, or subgrantee or other agent of the Grantee. 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 public liability insurance against all claims of bodily injuries, death or property damage, in amounts not less than \$2,000,000 for bodily injury or death any one incident, and \$500,000 for property damage in any one incident; and

17.2 The policies described in subparagraph 17.1 of this paragraph shall be the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State, and authorized to do business in the State of New Hampshire. Each policy shall contain a clause prohibiting cancellation or modification of the policy earlier than ten (10) days after written notice has been received by the State.

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

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

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

**21. CONSTRUCTION OF AGREEMENT AND TERMS.**

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

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

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

**EXHIBIT A**  
**PROJECT SCOPE OF WORK**

Project Title: NH Clean Diesel Grant Agreement with  
The Provider Enterprises, Inc. – Replacement School Bus

This Scope of Services describes activities that have been agreed to between the Department of Environmental Services (DES) and The Provider Enterprises, Inc. (Vendor Code # 156170) to reduce diesel emissions in the State using funds available via the New Hampshire State Clean Diesel Grant Program.

The project activities will be carried out by The Provider Enterprises, Inc. (hereinafter referred to as Provider), 127 Pine Road, Brentwood, NH 03833.

This agreement will become effective upon approval by Governor and Council. The project completion date is September 30, 2015.

DES and Provider will undertake under this Agreement the purchase one Class 3 school bus.

For the purposes of this Agreement, DES and Provider agree as follows:

1. DES shall assign the appropriate staff to coordinate this project with Provider.
2. Provider agrees to purchase a new school bus as a replacement to existing equipment currently in use. The replacement school bus will be put in service within 60 days of scrapping of the replaced school bus.
3. Replacement school bus will meet EPA emission standards in place for 2014 and newer model year heavy-duty school buses.
4. Replacement school bus must be of the same vehicle class as the original vehicle and operate in the same manner over similar routes as the original school bus.
5. DES agrees to provide Provider a rebate of \$15,000 for the purchase of a school bus. Engineering, project management, or other personnel costs are not eligible expenses.
6. Provider agrees to provide DES the following information for the existing school bus to be replaced:
  - a. Annual miles driven
  - b. Annual fuel use
  - c. Annual idling hours
  - d. VIN
  - e. Engine Model Year
  - f. Gross Vehicle Weight
  - g. Vehicle Class
  - h. Engine Manufacturer
  - i. Location(s) of school routes

7. The replaced school bus will be taken out of service no later than 15 days following the placement into service of the replacement vehicle.
8. Provider agrees to certify that the replaced school bus accumulated at least 10,000 miles or more over the most recent 12 months or had been in use for at least three days per week during the current school year.
9. Provider agrees to use the replacement school bus in normal service for a period of no less than five (5) years. In the event that Provider sells, trades, or surpluses the replacement school bus within five years of the effective date of this contract, the pro-rated depreciated incremental rebate provided by DES will be reimbursed to the State of New Hampshire as specified in the table below:

<b>Project: Provider School Bus Replacement</b>	<b>Percent Value Remaining</b>	<b>Total Program Cost</b>	<b>Value to be Returned to DES (100% Share)</b>
Year 1 value	20.0	\$3,000.00	\$3,000.00
Year 2 value	16.0	\$2,400.00	\$2,400.00
Year 3 value	12.8	\$1,920.00	\$1,920.00
Year 4 value	10.2	\$1,536.00	\$1,536.00
Year 5 value	7.6	\$1,144.00	\$1,144.00
Year 10 value	0.0	\$0.00	\$0.00

Note: Depreciation of total project cost calculated with the double declining balance formula based on a total project cost of \$15,000 for a period of 10 years and a scrap value of \$5,000 at the end of ten years.

10. Provider agrees to
  - a. Register the replacement school bus in accordance with NH law;
  - b. Maintain the replacement school bus in accordance with manufacturer recommendations;
  - c. Not make modifications of the emission controls system on the replacement school bus or engine; and,
  - d. Be available for follow-up inspection of the school bus and related documents for three years after receipt, if requested by DES.
11. Provider agrees to scrap the school bus being replaced or render it permanently disabled. The replaced bus may be permanently disabled by:
  - a. Drilling a minimum ½” diameter hole completely through the engine block, and
  - b. Cutting the chassis rail in half.
12. Provider agrees to supply proof of scrappage that must be provided with the payment request. Scrappage documentation must include photos or JPEG images of the following:
  - a. Side profile of the bus
  - b. Vehicle Identification Number (VIN)
  - c. The engine tag that includes engine serial number and engine family number (if available)
  - d. Chassis rail cut in half

- e. Engine block, prior to hole being drilled
- f. Engine block, after hole has been drilled

Scrappage may be completed by Provider, or by a salvage yard, or similar service, provided all scrappage requirements have been met and all necessary documentation provided.

13. Provider shall supply a letter on their letterhead confirming the scrappage requirements have been met. The letter must be signed by the authorized representative listed on the rebate application forms. The letter must include:
  - The date the bus has been scrapped
  - The engine model year, engine family name and VIN
  - The name and contact information for the entity that scrapped the bus, if other than the applicant.
14. Provider shall submit **Quarterly Project Status Reports** to DES within 15 days after end of the each quarter, beginning with the Effective Date of the Agreement for a period of one year following vehicle acquisitions. Quarterly Project Status Reports shall include sufficient information for DES to estimate the emissions reductions attributable to the buses replacement, including but not limited to:
  - a. The amount of fuel used during the preceding quarter and
  - b. The number of miles the vehicle was used in the preceding quarter
  - c. The estimated amount of idling the vehicle experienced in the preceding quarter.
15. Provider shall not use grant funds for any costs not specified in this Exhibit A, Scope of Services. Provider shall complete all activities, reports, and work products specified herein.
16. This Agreement may be terminated for good cause by any one of the parties or for convenience if all parties agree, with the provision for orderly termination of the project. Termination of the Agreement shall not occur until thirty (30) days after a "notice of termination" has been received by the other party. Said notice shall specify the cause for termination.
17. Should Provider terminate this Agreement for other than good cause prior to completion of all obligations specified in Exhibit A through the completion date of September 31, 2015, Provider will reimburse the State of New Hampshire for any funds received.



**EXHIBIT B**  
**PAYMENT SCHEDULE**

1. Payments under this agreement are not to exceed \$15,000.
2. DES will reimburse Provider for eligible expenses in the amount approved by the Governor and Executive Council provided Provider is in compliance with all recordkeeping and reporting requirements in Exhibit A.
  - a. Invoices may be submitted for reimbursement upon payment and shall include the following:
    - i. Payment request on Provider letterhead with the VIN, engine model year, vehicle class, engine manufacturer, fuel type and cost of the new school bus;
    - ii. A copy of all vendor invoices;
    - iii. A copy of cancelled checks or other documents verifying payment;
    - iv. A copy of the new bus registration;
    - v. Proof of scrappage as per Exhibit A; Section 13; and,
    - vi. Contact information for any questions related to reimbursement requests.
    - vii. Certification by Provider that the replaced school bus accumulated at least 10,000 miles or more over the most recent 12 months or had been in use at least three days per week during the current school year.
  - b. DES will process completed invoices within 30 days of receipt. Evidence of new vehicle registration and old vehicle scrappage must be provided prior to invoice processing.
3. All obligations of DES and the State of New Hampshire are contingent upon availability and continued appropriation of funds for the services.

**EXHIBIT C  
SPECIAL REQUIREMENTS**

Federal Funds paid under this agreement are from a Grant/Contract/Cooperative Agreement to the State from United States Environmental Protection Agency, New Hampshire Diesel Reduction Program under CFDA # 66.040. All applicable requirements, regulations, provisions, terms and conditions of this Federal Grant/Contract/Cooperative Agreement are hereby adopted in full force and effect to the relationship between this Department and the grantee. Additionally, the Grantee shall comply with the terms of the Federal Funding Accountability and Transparency Act (FFATA) by providing DES with their Data Universal Numbering System (DUNS) number.

Grantee initials W. G. S.  
Date 4-17-15

## Certificate of Authority

I, Kathleen Scholas, Treasurer of The Provider Ent. Inc. do  
Printed Name of Certifying Officer Title Name of Company

hereby certify that W. Garrett Scholas is authorized to execute any documents  
Printed Name of Person Authorized to sign  
that may be necessary to enter into a contract with the State of New Hampshire.

In witness whereof, I have hereunto set my hand as the Treasurer  
Office/Position of Certifying Officer  
of The Provider Ent. Inc.; this 17 day of April, 2015  
Name of Company

Kathleen M. Scholas  
Signature of Certifying Officer

## Notarization

State of NH  
County of Rockingham  
On 4-17-15, before me, Tammy A Collins,  
Date Name of Notary or Justice of the Peace

the undersigned officer, personally appeared Kathleen Scholas, who  
Printed Name of Certifying Officer  
acknowledged him/herself to be the Treasurer, of The Provider Ent. Inc.  
Office/Position Name of Company  
and that she/he, being authorized to do so, executed the foregoing instrument for the

purposes therein contained.

In witness hereof, I hereunto set my hand and official seal.

Tammy A Collins  
Notary Public or Justice of the Peace

(affix seal)  
**My Commission Expires November 6, 2018**

Commission Expires: \_\_\_\_\_

**Corporation Division**

- Search
- By Business Name
- By Business ID
- By Registered Agent
- Annual Report
- File Online
- Guidelines
- Name Availability
- Name Appeal Process

**Date:** 5/12/2015 **Filed Documents**  
 (Annual Report History, View Images, etc.)

**Business Name History**

<b>Name</b>	<b>Name Type</b>
"THE PROVIDER" ENTERPRISES, INC.	Legal
<b>Corporation - Domestic - Information</b>	
<b>Business ID:</b>	98653
<b>Status:</b>	Good Standing
<b>Entity Creation Date:</b>	7/23/1986
<b>Principal Office Address:</b>	127 Pine Road Brentwood NH 03833
<b>Principal Mailing Address:</b>	PO Box 172 Fremont NH 03044
<b>Last Annual Report Filed Date:</b>	2/5/2015
<b>Last Annual Report Filed:</b>	2015

**Registered Agent**

**Agent Name:** DeBruyckere, Daniel A  
**Office Address:** 1 Verani Way  
 Londonderry NH 03053

**Mailing Address:**

**Important Note:** The status reflected for each entity on this website only refers to the status of the entity's filing requirements with this office. It does not necessarily reflect the disciplinary status of the entity with any state agency. Requests for disciplinary information should be directed to agencies with licensing or other regulatory authority over the entity.

# State of New Hampshire Department of State

## CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that "THE PROVIDER" ENTERPRISES, INC. is a New Hampshire corporation duly incorporated under the laws of the State of New Hampshire on July 23, 1986. I further certify that all fees and annual reports required by the Secretary of State's office have been received and that articles of dissolution have not been filed.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 23<sup>rd</sup> day of March, A.D. 2015

A handwritten signature in black ink, appearing to read "William M. Gardner".

William M. Gardner  
Secretary of State



# CERTIFICATE OF LIABILITY INSURANCE

OP ID: SB

DATE (MM/DD/YYYY)

03/27/2015

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).

<b>PRODUCER</b> Eastern States Insurance Agency, Inc. 50 Prospect Street Waltham, MA 02453	<b>CONTACT NAME:</b> _____		
	<b>PHONE (A/C, No, Ext):</b> _____	<b>FAX (A/C, No):</b> _____	
<b>E-MAIL ADDRESS:</b> _____			
<b>PRODUCER CUSTOMER ID #:</b> <b>PROVI-1</b>			
<b>INSURED</b> The Provider Enterprises, Inc. P.O. Box 172 Fremont, NH 03044	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
	<b>INSURER A : New York Marine &amp; General Ins</b>		<b>16608</b>
	<b>INSURER B : Maine Employers Mut Ins. Co</b>		
	<b>INSURER C : Merchants Mutual Insurance</b>		<b>23329</b>
	<b>INSURER D : NH Motor Transport Assoc</b>		
	<b>INSURER E : North American Capacity Ins Co</b>		<b>25038</b>
<b>INSURER F :</b> _____			

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

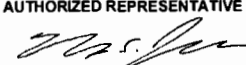
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE 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 SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> GENERAL LIABILITY	X	PK201400004118	04/01/2015	04/01/2016	EACH OCCURRENCE \$ <b>1,000,000</b>
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ <b>300,000</b>
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					MED EXP (Any one person) \$ <b>10,000</b>
	<input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER:					PERSONAL & ADV INJURY \$ <b>1,000,000</b>
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					GENERAL AGGREGATE \$ <b>2,000,000</b>
						PRODUCTS - COMP/OP AGG \$ <b>2,000,000</b>
						\$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY		AU201400004291	04/01/2015	04/01/2016	COMBINED SINGLE LIMIT (Ea accident) \$ <b>1,000,000</b>
	<input checked="" type="checkbox"/> ANY AUTO					BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS					BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS					PROPERTY DAMAGE (PER ACCIDENT) \$
	<input type="checkbox"/> HIRED AUTOS					\$
	<input type="checkbox"/> NON-OWNED AUTOS					\$
						\$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB	<input type="checkbox"/> OCCUR	CUP0000982	04/01/2015	04/01/2016	EACH OCCURRENCE \$ <b>5,000,000</b>
	<input checked="" type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE				AGGREGATE \$ <b>5,000,000</b>
	<input checked="" type="checkbox"/> DEDUCTIBLE					\$
	RETENTION \$ <b>10000</b>					\$
B	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	<input type="checkbox"/> Y/N	1810098610	01/31/2015	01/31/2016	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER \$ <b>500,000</b>
	<input checked="" type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> N/A	P000641NHMTA2015	01/01/2015	01/01/2016	E.L. EACH ACCIDENT \$ <b>500,000</b>
D	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - EA EMPLOYEE \$ <b>500,000</b>
						E.L. DISEASE - POLICY LIMIT \$ <b>500,000</b>
E	<input checked="" type="checkbox"/> Excess Liability		EL-X-0000106-00	04/01/2015	04/01/2016	Per Occ <b>5,000,000</b>
						Aggregate <b>5,000,000</b>

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

NH Dept. of Environmental Services is included as Additional Insured in regard to General Liability where required by written contract or agreement.

**CERTIFICATE HOLDER****CANCELLATION**

<b>NHDEPEN</b>  NH Dept. of Environmental Services PO Box 95 Concord, NH 03302-0095	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 
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