



MARGARET WOOD HASSAN
GOVERNOR

STATE OF NEW HAMPSHIRE
OFFICE OF ENERGY AND PLANNING
107 Pleasant Street, Johnson Hall
Concord, NH 03301-3834
Telephone: (603) 271-2155
Fax: (603) 271-2615



www.nh.gov/oep

8 2

September 3, 2013

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

REQUESTED ACTION

Authorize the Office of Energy and Planning (OEP) to enter into a contract with Raab Associates, Ltd., (VC #253248), Boston, MA, in the amount of \$149,902.00 to conduct a study and stakeholder outreach related to the NH Energy Facility Site Evaluation Committee, contingent upon Governor and Executive Council approval for the period effective September 18, 2013 through March 31, 2014. 100% Other Funds (PUC-Renewable Energy Fund).

Funding is available in the following account:

	<u>FY 2014</u>
Office of Energy & Planning, State Energy Programs	
01-02-02-024010-65100000	\$149,902.00
103-502664 Contracts for Operational Services	

EXPLANATION

On June 26, 2013, Senate Bill 99 (Chapter 134) was enacted, which requires OEP, with expert assistance, to undertake two projects related to the NH Site Evaluation Committee (NHSEC): a study of the site evaluation committee's organization, structure, and process; and a public stakeholder process to consider and consider regulatory criteria for the siting of energy facilities. Both projects must be completed by December 31, 2013. The legislation also requires the State's Energy Facility Site Evaluation Committee (SEC) to develop administrative rules related to the siting of energy facilities by January 1, 2015, and provides \$200,000.00 from the Renewable Energy Fund at the Public Utilities Commission to perform all three tasks.

In response to SB99, OEP issued a Request for Proposals on July 22, 2013 seeking assistance with performing its two tasks under the legislation. Five bidders provided proposals. OEP assembled a proposal review team that included legislators and state agency representatives. The team unanimously chose Raab Associates Ltd. as the winning bidder due to their extensive experience and proposed approach for completing this complex and important work in a very compressed timeframe. Raab proposes to bring together three firms with a diverse range of expertise and skills, including legal, energy policy, energy siting, and public involvement and group facilitation. Although Raab Associates was not the lowest bidder, the proposal review team believes that their proposal best meets the requirements of the legislation, and will help OEP and its partners successfully engage the public to develop useful information to advance these important energy issues.

In the event that Other Funds (PUC-Renewable Energy Fund) allocated to this project through SB99 are no longer available, General Funds will not be requested to support this contract.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'M. Hatfield', written in a cursive style.

Meredith A. Hatfield
Director

Enclosure

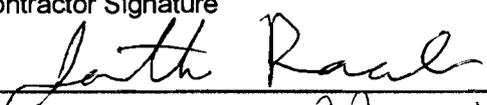
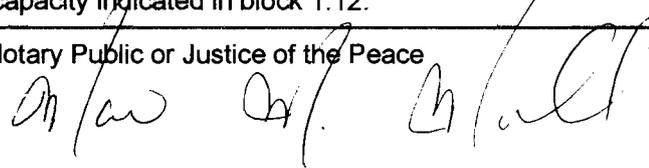
Subject: SB 99 (CH 134)

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Office of Energy and Planning		1.2 State Agency Address 107 Pleasant St, Johnson Hall Concord, New Hampshire 03301	
1.3 Contractor Name Raab Associates, Ltd.		1.4 Contractor Address 118 South St, #3A, Boston, MA 02111	
1.5 Contractor Phone No. 617-350-5544	1.6 Account Number 010-002-65100000-502664 #02SB99	1.7 Completion Date March 31, 2014	1.8 Price Limitation \$149,902.00
1.9 Contracting Officer for State Agency Meredith A. Hatfield		1.10 State Agency Telephone Number 603-271-2155	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Jonathan Raab, President	
1.13 Acknowledgment: State of <u>Massachusetts</u> County of <u>Suffolk</u> On <u>August 29, 2013</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.			
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 <u>Marcia M. Morrell, Notary</u>			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Meredith A. Hatfield, Director Office of Energy and Planning	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by Attorney General (Form, Substance and Execution) By:  On: <u>9-3-13</u>			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			

2. EMPLOYMENT OF CONTRACTOR/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 A 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, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("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, and 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 terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account 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 B 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 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 opportunity laws. In addition, the Contractor shall comply with all applicable copyright 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 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further 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 remedied, 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 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 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

9.2 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.

9.3 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.

10. TERMINATION. In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall 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 A.

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. The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the N.H. Department of Administrative Services. None of the Services shall be subcontracted by the Contractor without the prior written consent of the State.

13. INDEMNIFICATION. The Contractor 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 or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. 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 maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$2,000,000 per occurrence; and

14.1.2 fire and extended coverage insurance covering all property subject to subparagraph 9.2 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 fifteen (15) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to endeavor to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than ten (10) days prior written notice of cancellation or modification of the policy.

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. 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. 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 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.

17. 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.

18. 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.

19. CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be 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.

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 provisions set forth in the attached EXHIBIT C 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 relating hereto.

Exhibit A – Scope of Services
NH Energy Siting Study and Stakeholder Process Project (“SB99 Project”)

This contract agreement (hereinafter “contract” or “agreement”) is entered into, subject to the approval of the Governor and Executive Council, by and between Raab Associates, Ltd., Boston, Massachusetts (hereinafter “Raab Associates”) and the New Hampshire Office of Energy and Planning, Concord, NH (hereinafter “OEP”).

I. Project Period:

This agreement is effective from the date of Governor and Executive Council approval (proposed date September 18, 2013) through March 31, 2014.

II. Project Description and Purpose:

Senate Bill 99 (Chapter 134 of 2013) requires OEP, with expert assistance, to undertake two projects related to the NH Site Evaluation Committee (NHSEC): a study of the site evaluation committee’s organization, structure, and process (Task 1); and a public stakeholder process to consider and consider regulatory criteria for the siting of energy facilities (Task 2). Both Tasks must be completed by December 31, 2013.

III. Attachments to this Agreement:

State of NH P-37 Form
Exhibit B, Project Costs

IV. Raab Associates Services and Responsibilities:

- A: **Project Management:** Work closely with OEP and a Coordinating Committee to manage the timeline and work products required for the Project; meet bimonthly via telephone to oversee the project, and meet in person at least four times to discuss and prepare materials and plan for public and stakeholder outreach. Raab Associates shall designate a point of contact for all communications related to the Agreement, and ensure timely responses to all requests from OEP.
- B: **Substantive Research and Analysis:** Conduct research to analyze NH’s Site Evaluation Committee (SEC) structure, processes and siting criteria, as well as gathering parallel information from 10 or more other states, and from national and regional studies and reports; prepare materials concisely describing the findings of that research.
- C: **Stakeholder Involvement:** Gather diverse and wide ranging input on the key questions in SB99 from consumer and/or citizen organizations, energy facilities developers/owners and prior SEC applicants, cities/towns, environmental groups, state agencies and others who are willing to provide feedback on SEC’s current structure, processes, and possible alternatives, and on siting criteria. The project team will analyze this input to find areas of convergence and divergence among different stakeholders, and will utilize its research and this input to prepare for the Citizen Workshops (described below).
- D: **Public Participation:** Hold Citizen Input Workshops in locations around the state to facilitate public involvement, and to provide NH residents an opportunity to provide feedback on the current adequacy of the SEC’s decision making process and structure, to learn about the outcomes of the project team’s research, to exchange views and to provide structured feedback on potential options for changes. These Workshops may include a stakeholder panel to present their perspectives and ideas, followed by smaller

break-out groups to discuss challenges and options, and also an opportunity for the participants to provide structured feedback. Participants will be able to respond and prioritize a number of options for possible changes to the NHSEC structure, processes, and criteria. Participants will also be encouraged to provide additional options if their preferred approach is not among the options. The project team will analyze the results of the workshops to find areas of convergence and divergence among different groups, and to inform the Final Report.

- E. **Final Report.** Prepare a Final Report that meets the requirements of Task 1 (study of the SEC) and Task 2 (stakeholder process to consider new siting criteria) no later than December 31, 2013. The Final Report will provide the results from the project team's research and analysis, as well as input from stakeholders and the Citizen Input Workshops. The Final Report will also include a set of regulatory structure, process, and criteria options noting areas of convergence and divergence. The Final Report will include legal considerations of the ability of the State to implement changes under the current authorizing legislation and administrative rules.
- F. **Invoices.** Raab Associates shall submit monthly invoices to OEP for the hours and direct costs incurred in performing the work required by the Agreement, and must include proper documentation for all direct costs.
- G. **Primary Contract.** Raab Associates is the primary contractor to OEP and all subcontractors shall be accountable to Raab Associates. Raab Associates shall provide advance notice and obtain consent from OEP prior to entering into any subcontracts not described in Raab Associates' proposal.

V. OEP Responsibilities:

OEP Shall:

- A: Identify a primary point of contact for all communications related to the Agreement, and ensure timely responses to all requests.
- B. Meet regularly with Raab Associates and the project team to oversee implementation of the project;
- C. Provide payment within 30 days of receipt of invoices that meet state standards for completeness and allowable costs, provided that Raab Associates is in compliance with all terms of this Agreement. Final payment is contingent upon receipt of an acceptable final report that meets the requirements of SB99.

**Exhibit B Project Costs, Methods and Terms of Payment
NH Energy Siting Study and Stakeholder Process Project ("SB99 Project")**

**NH Energy Facility Siting Process
Raab Associates
Combined Task 1 & 2 Budget**

<u>Task</u>	<u>#</u>	<u>Days</u>	<u>Dollars</u>
1) Kick-Off Meeting/Finalize Design	1	5.5	\$ 8,140
2) Coordinating Committee Mtgs.	3	13	\$ 19,320
3) Research	NA	19	\$ 24,320
4) Stakeholder Involvement	6	14.5	\$ 21,800
5) Citizen Input Workshops	5	27.5	\$ 31,380
6) Final Report	NA	21	\$ 26,160
7) Regular Check-Ins w/OEP/Team	monthly	5.5	\$ 8,140
Total Labor		106	\$ 139,260
Raab Assoc. Overhead Subcontracts (10%)			\$ 8,212
Expenses			\$ 2,430
Total Budget			\$ 149,902

<u>Travel</u>	<u>Trips</u>	<u>Mileage</u>	<u>Hotel</u>	<u>AirFare</u>	<u>Total</u>
Kick-Off Meeting	1	\$ 90			
Coordinating Committee Meetings	3	\$ 270		\$ 450	
Stakeholder Involvement	3	\$ 270		\$ 300	
Citizen Input Workshops	4	\$ 400	\$ 500	\$ 150	
Total		\$ 1,030	\$ 500	\$ 900	\$ 2,430

Raab Associates shall submit monthly invoices to OEP for the hours and direct costs incurred in performing the work required by the Agreement, and must include proper documentation for all direct costs.

OEP shall provide payment within 30 days of receipt of invoices that meet state standards for completeness and allowable costs, provided that Raab Associates is in compliance with all terms of this Agreement. Final payment is contingent upon receipt of an acceptable final report that meets the requirements of SB99.

Exhibit C
Evaluation of Requests for Proposals
SB99 Project

Proposal reviewed:

For Consulting Services Related to the NH Energy Facility
Siting Process (SB99)

Proposal Review Team:

1. Sen. Jeanne Forrester
2. Rep. Chuck Townsend
3. Lynn Fabrizio, PUC
4. Michele Roberge, DES
5. Brandy Chambers, OEP
6. Meredith Hatfield, OEP

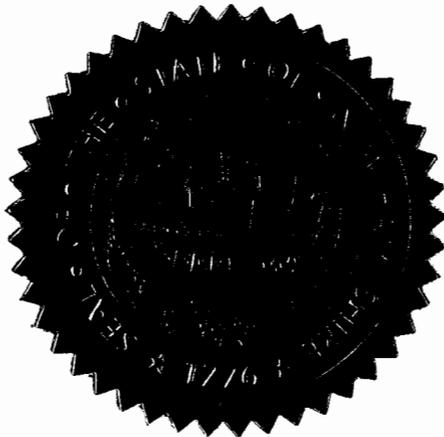
Bidders:

Bidder	Price (max \$150,000)	Score (out of 100)
NorthPoint Consulting Group, Hanover, NH	\$150,000	40
Preti Flaherty Beliveau & Pachios LLP, Concord, NH	\$150,000	65
Raab Associates Ltd., Boston, MA	\$149,902	95
ScottMadden, Inc., Raleigh, NC	\$149,712	43
Synchrony Advisors, LLC, Exeter, NH	\$112,712	61

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 Raab Associates, Ltd, a(n) Massachusetts corporation, is authorized to transact business in New Hampshire and qualified on August 26, 2013. I further certify that all fees required by the Secretary of State's office have been received.



In TESTIMONY WHEREOF, I hereto
set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 26th day of August, A.D. 2013

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

William M. Gardner
Secretary of State

CERTIFICATE OF VOTES

(Corporate Authority)

I, Jonathan Raab, Clerk/Secretary of Raab Associates Ltd.
(name) (corporation name)

(hereinafter the "Corporation"), a Massachusetts corporation, hereby certify that: (1) I am the duly
(state)
elected and acting Clerk/Secretary of the Corporation; (2) I maintain and have custody and am familiar with the
minute books of the Corporation; (3) I am duly authorized to issue certificates with respect to the contents of such
books; (4) that the Board of Directors of the Corporation have authorized, on 8/29/13, such authority
(date)
to be in force and effect until 3/31/14.
(contract termination date)

The person(s) holding the below listed position(s) are authorized to execute and deliver on behalf of the Corporation any contract or other instrument for the sale of products and services:

Jonathan Raab
(name)

President
(position)

(name)

(position)

(5) the meeting of the Board of Directors was held in accordance with Massachusetts
(state of incorporation)
law and the by-laws of the Corporation; and (6) said authorization has not been modified, amended or rescinded
and continues in full force and effect as of the date hereof.

IN WITNESS WHEREOF, I have hereunto set my hand as the Clerk/Secretary of the corporation this
29th day of August, 2013.

[Signature]
Clerk/Secretary

STATE OF Massachusetts
COUNTY OF Suffolk

On this 29 day of August, 2013, before me, the above signed Officer personally appeared who
acknowledged her/himself to be the Clerk/Secretary of Raab Associates, Ltd., a
corporation and that she/he as such _____ being authorized to do so, executed the
foregoing instrument for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

[Signature]
Notary Public/Justice of the Peace

Commission Expiration Date: 4-10-20



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
8/28/2013

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 Morse Insurance Agency, Inc. 12 Post Office Square Sharon MA 02067	CONTACT NAME: Karen Forrest PHONE (A/C No. Ext): (781) 784-8444 FAX (A/C No): (781) 784-4147 E-MAIL ADDRESS: karenforrest@morseins.com	
	INSURER(S) AFFORDING COVERAGE	
INSURED RAAB ASSOCIATES LTD 118 SOUTH ST UNIT 3A BOSTON MA 02111	INSURER A: Assurance Co. of America	NAIC # 19305
	INSURER B: Northern Ins. Co. of NY	NAIC # 19372
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 2013-2014 Master **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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			PAS005129566	4/2/2013	4/2/2014	EACH OCCURRENCE \$ 2,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 2,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 10,000
							PERSONAL & ADV INJURY \$ 2,000,000
							GENERAL AGGREGATE \$ 4,000,000
							PRODUCTS - COMP/OP AGG \$ 4,000,000
							\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> OCCUR					AGGREGATE \$
		<input type="checkbox"/> CLAIMS-MADE					\$
	<input type="checkbox"/> DED	<input type="checkbox"/> RETENTION \$					\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WC002806711	4/2/2013	4/2/2014	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input checked="" type="checkbox"/> Y <input type="checkbox"/> N	N/A				E.L. EACH ACCIDENT \$ 100,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 100,000
							E.L. DISEASE - POLICY LIMIT \$ 500,000

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

CERTIFICATE HOLDER **CANCELLATION**

Meredith.Hatfield@nh.gov NH Office of Energy and Planning Governor Hugh J Gallen State Office Park Johnson Hall 107 Pleasant St Corcord, NH 03301	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 Karen Forrest/SAM <i>Karen M Forrest</i>
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