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

July 29, 2019

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

REQUESTED ACTION

Pursuant to RSA 365:37, II and III, authorize the New Hampshire Public Utilities Commission (Commission) to enter into a contract with Vermont Energy Investment Corporation (VEIC) (Vendor #160473), 128 Lakeside Avenue, Suite 401, Burlington, VT, in an amount not to exceed \$250,000.00, to assist and provide advice in the planning of the post 2020 Energy Efficiency Resource Standard (EERS) plan. The contract is to be effective from the date of approval through December 31, 2020, in an amount not exceed \$250,000.00. Funding is 100% Utility Assessment.

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

Funds will be available, pursuant to RSA 365:37, II, in account: 02-81-81-810010-52160000-046-500464

<u>FY 2020</u>	<u>FY2021</u>	<u>Total</u>
\$164,000.00	\$86,000.00	\$250,000.00

EXPLANATION

The Commission respectfully requests authority to enter into a contract in an amount not to exceed \$250,000.00 with VEIC, a consulting firm specializing in energy efficiency programs and planning. According to the Commission's Order No. 26,207, VEIC will assist with planning for the EERS post 2020 period and will provide advice on policies relevant and applicable to the EERS; establish appropriate goals for the EERS plan, including energy saving goals and suitable approaches to income eligible programs; determine appropriate funding levels for the EERS plan; and identify appropriate program design and delivery models.

The Commission issued a Request for Proposals (RFP) on March 15, 2019. The notice of the RFP was published in the *Union Leader* for three days and was posted on the Commission's website. The Commission received two

responses to its RFP. An evaluation team consisting of the Consumer Advocate from the Office of the Consumer Advocate, and who also serves as the Chair of the Energy Efficiency and Sustainable Energy (EESA) Board's EERS Committee; the Chair of the EESA Board who is an Administrator from the Department of Environmental Services; and the Commission's lead Utility Analyst for the energy efficiency programs, reviewed the two proposals. The bid responses were scored using the selection criteria identified in the RFP, weighted as follows: qualifications, technical, and practical experience (maximum of 25 points); general experience and qualifications in providing similar services (maximum of 25 points); costs including competitiveness of fees and hourly rates (maximum of 20 points); ability to work effectively in New Hampshire, including accessibility and proximity (maximum of 20 points); and overall responsiveness to the RFP, including completeness, clarity, and quality (maximum of 10 points).

After a careful review of the two proposals, the Commission's evaluation team scored the two proposals with VEIC obtaining the highest score of 100 points versus 68 points for the second response. VEIC is better suited to provide assistance because it is very familiar with the New Hampshire EERS plans and planning process and has experience assisting other States in the energy efficiency planning and implementation process. VEIC also will provide a new and consistent perspective, given that VEIC assisted with the 2018-2020 EERS plan with similar staff, but a new VEIC staff member will lead this effort.

The contract amount will not affect the General Fund. Funds will be assessed pursuant to RSA 365:37, II, which permits the Commission to obtain experts and assess the costs to the regulated electric and natural gas utilities that are parties to the proceeding.

Your consideration of our request is appreciated.

Respectfully submitted,



Martin P. Honigberg
Chairman

Attachments:
Agreement with Exhibits

PUBLIC UTILITIES COMMISSION

**RFP #2019-002 Planning Consultant for Energy Efficiency Resource Standard
for the Post 2020 Period**

Bidder	Score (100 points maximum)
Vermont Energy Investment Corporation (VEIC)	100
Johnson Consulting Group	68

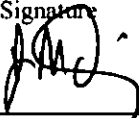
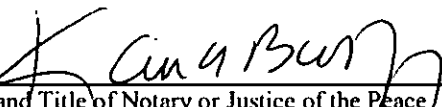
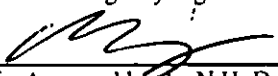
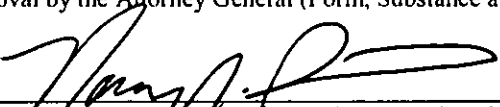
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name New Hampshire Public Utilities Commission		1.2 State Agency Address 21 S. Fruit Street, Suite 10, Concord NH 03301	
1.3 Contractor Name Vermont Energy Investment Corporation (VEIC)		1.4 Contractor Address 128 Lakeside Ave #401 Burlington, VT 05401	
1.5 Contractor Phone Number (802) 658-6060/ 802 540-7637	1.6 Account Number 52160000-500464	1.7 Completion Date December 31, 2020	1.8 Price Limitation \$250,000.00
1.9 Contracting Officer for State Agency Thomas C. Frantz, Director Electric Division		1.10 State Agency Telephone Number (603) 271-2431	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Jim Madej, Chief Operating Officer	
1.13 Acknowledgement: State of Vermont, County of Chittenden On July 24, 2019, 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]  com. exp 1/31/2021			
1.13.2 Name and Title of Notary or Justice of the Peace Karen Bushey, Notary Public			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Martin Houshey, Chair	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: 8/6/2019			
1.18 Approval by the Governor and Executive Council (if applicable) 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, 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 1.18, 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 1.14 ("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. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. 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 notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and 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 \$1,000,000 per occurrence and \$2,000,000 aggregate; and

14.1.2 special cause of loss coverage form 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 thirty (30) 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 provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) 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 unless no

such approval is required under the circumstances pursuant to State law, rule or policy.

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

The Contractor shall assist the New Hampshire Public Utilities Commission Staff and other non-utility stakeholders with the planning for and the stakeholder process for the Post-2020 Energy Efficiency Resource Standard (EERS) Plan (sometimes referred to as the "second triennial plan") to be implemented by the Utilities.¹ The Contractor shall begin assisting in the stakeholder process in the autumn of 2019. The stakeholder process shall occur during certain scheduled meetings of the EERS Committee of the Energy Efficiency and Sustainable Energy (EESE) Board.

The Contractor is subject to the ultimate control of the New Hampshire Public Utilities Commission.² The Contractor shall perform all services, including advice and assistance to the EESE Board, its EERS Committee, and other stakeholders at the discretion and approval of the Commission.

Discussion during the stakeholder process shall include, but shall not be limited to the following:

1. Policies relevant and applicable to the EERS;
2. Establishing appropriate goals for the Post-2020 EERS Plan to include, by example, kWh, kW and MMBTU thresholds, as well as suitable approaches to income eligible programs;
3. The appropriate level of funding relating to the Post-2020 EERS Plan;
4. The appropriate program design and delivery models to achieve Post-2020 EERS Plan goals, including ways to identify and address potential barriers and disincentives to serving the income eligible population.

The Contractor shall provide technical expertise, scoping of key issues, information, analysis and advice to the non-utility stakeholders, including but not limited to Commission Staff, the EESE Board, the EERS Committee, and other stakeholders, regarding these and other areas of discussion to be approved by Commission Staff.

The Contractor's work will include specific tasks as more fully described, and in the manner

¹ The Utilities consist of the New Hampshire electric and gas utilities required to meet the EERS, including Public Service Company of New Hampshire d/b/a Eversource Energy, Liberty Utilities (Granite State Electric) Corp d/b/a Liberty Utilities, Unitil Energy Systems, Inc., New Hampshire Electric Cooperative, EnergyNorth Natural Gas, Inc. d/b/a Liberty Utilities, and Northern Utilities, Inc.

² See Settlement Agreement (December 13, 2018) as approved by Order No. 26,207 (December 31, 2018) in Docket DE 17-136, Gas and Electric Utilities 2018-2020 New Hampshire Statewide Energy Efficiency Plan.

Contractor Initials

HW

Date

7/14

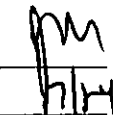
described, in the Contractor's proposal, *VEIC's [Vermont Energy Investment Corporation] Proposal to the New Hampshire Public Utilities Commission, Planning Consultant for the Energy Efficiency Resource Standard for the Post 2020 Period (April 26, 2019)*, which is incorporated as if set forth herein. This Exhibit A is a summary, and is not intended to limit the scope of work described in the proposal and in the Commission's Request for Proposal (RFP) #19-002. Specific Contractor tasks shall include, but shall not be limited to, the following:

1. Play an essential role in the development of the Post-2020 EERS Plan;
2. Coordinate with Commission Staff, the EERS Committee Chair, Utilities, and other non-utility stakeholders to develop a meeting schedule and framework for topics to be covered during the stakeholder planning process;
3. Attend and provide administrative support for those sessions of the EESE Board and its EERS Committee that deal with Post-2020 EERS Plan matters (approximately 12 meetings throughout the contract term in addition to a project kick off meeting);
4. Provide advice, technical expertise, and quantitative analysis as requested by the EESE Board, the EERS Committee, or Commission Staff on topics including:
 - a. Appropriate goals (for example, kWh, kW, and MMBtu savings and goals);
 - b. Appropriate level of program funding;
 - c. Appropriate program design and delivery models to achieve the stated goals, including ways to identify and address potential barriers and disincentives to serving the income eligible population;
5. Provide input and recommendations relative to energy efficiency program and policy best practices from other jurisdictions;
6. Assist stakeholders in reviewing any proposals presented to the EERS Committee;
7. Additional work as assigned by Commission Staff with notification to the chair of the EESE Board.

The Contractor shall submit monthly progress reports to Commission Staff, as well as an annual report each year. In the monthly progress reports, the Contractor shall keep Commission Staff apprised of all services provided. The Contractor shall also submit monthly invoices to the Commission. The 2020 annual report shall summarize the Contractor's observations, findings, and activities, regarding the Post-2020 EERS Plan and related work performed. The work of the Contractor will be subject to an annual evaluation of progress achieved against the above-mentioned scope and tasks.

Contractor Initials

Date

Handwritten initials "JM" and date "7/14" written over a horizontal line.

I. Project Schedule

The Contractor shall commence work beginning on October 1, 2019. The Contractor shall schedule a kick-off meeting during October 2019. The purpose of the meeting shall be to review and refine the scope, tasks, and project approach requirements; to develop the agenda and schedule for the planning for and the stakeholder process for the Post-2020 EERS Plan with key milestones and deliverables, as applicable; and to establish project management and communication protocols to ensure that the information requirements of Commission Staff, the EERE Board, the EERS Committee, and the Contractor are satisfied.

Status calls or meetings shall be conducted by Contractor's project manager with Commission Staff on a monthly basis to discuss the monthly progress reports, project status, action items, and budget status.

It shall be the Contractor's responsibility to perform all work necessary to complete the current requirements within the not-to-exceed price limitation of this contract and to budget its employees' and subcontractors' (if any) time accordingly.

This schedule assumes that the utilities shall file their Post 2020 EERS Plan no later than July 1, 2020, as required by the Settlement and Order No. 26,207 (December 31, 2018) referenced above.

II. Project Management

The Contractor's project manager will be directed by Commission Staff.

The Contractor shall provide monthly progress reports and invoices to the Commission. For any activities not addressed in the project schedule above or requiring modification as the work progresses, the Contractor shall work with Commission Staff to set a mutually agreeable schedule. Any activities added to the schedule shall be contemplated by the RFP and performed subject to this contract's Price Limitation.

III. Additional Requirements

The Contractor shall maintain as confidential all non-public information to which it has access until such time as it is instructed otherwise by the Commission.

In the process of preparing any and all deliverables, Contractor shall work closely with Staff in order to facilitate effective knowledge transfer on each issue. At the conclusion of the performance of services hereunder, the Contractor shall make available to Commission Staff summaries of significant work papers and source documents as requested.

Contractor Initials

Date



7/24

EXHIBIT B

BUDGET, LIMITATION ON PRICE, AND PAYMENT

1. **Estimated Budget:** The Contractor will charge for professional services at the identified hourly rates, and for expenses incurred at an amount not to exceed \$250,000.00. Services will be provided as described in Exhibit A, and as presented in the Contractor's proposal dated April 26, 2019, submitted in response to RFP #2019-002. Table 6 and Table 7 in the Contractor's proposal (incorporated by reference) describe a reasonable, expected allocation of hours to be provided by each individual member of the Contractor's Staff. Changes may be made to the allocated hours, if agreed to by Commission Staff, subject to the Price Limitation identified below. The "Contractor's Staff" shall include the employees, part-time employees, and subcontractors (if any) identified in the Contractor's proposal.

The Contractor shall not substitute or change personnel identified here (or incorporated by reference) without written notice to, and the consent of, Commission Staff. Consent shall not be unreasonably withheld.

All out-of-pocket costs and expenses including travel will be invoiced at cost without mark-up and are subject to the Price Limitation below.

2. **Price Limitation:** The contract shall not exceed the price limitation of \$250,000 as identified in the P-37 (5/8/15), Box 1.8 *Price Limitation*.¹
3. **Method of Payment:** Payment shall be made to the Contractor upon completion of the assigned work on the basis of monthly invoices issued by the Contractor. All invoices shall be supported by a summary of activities that have taken place in accordance with the terms of the contract, along with a detailed listing of expenses incurred. Invoices shall provide adequate back-up, including the dates and hours worked per individual during the month and the service provided during those hours. Invoices shall be submitted to:

Business Office, New Hampshire Public Utilities Commission
21 South Fruit Street, Suite 10
Concord, New Hampshire 03301-2429

Payments hereunder shall be contingent upon the availability of funds assessed pursuant

¹ See *Settlement Agreement* (December 13, 2018) as approved by Order No. 26,207 (December 31, 2018) in Docket DE 17-136, *Gas and Electric Utilities 2018-2020 New Hampshire Statewide Energy Efficiency Plan*.

Contractor Initials JM
Date 7/24

to RSA 365:37, II. The Commission will assess the costs of this contract to the appropriate parties, and upon payment of the assessment, will promptly process payment to the Contractor. General Funds will not be requested to support this contract.

- 4. Part-time employees and subcontractors:** The State hereby authorizes the Contractor to utilize employees, or part-time employee(s), and/or subcontractor(s) identified here (or incorporated by reference) at the Contractor's sole expense. The State shall pay the Contractor directly for services provided. The State shall make no payment directly to the employees, part-time employees, and/or subcontractors. The amount to be paid to the Contractor shall not exceed the Price Limitation identified in the P-37, Box 1.8, and recited above.

Contractor Initials

Date


jm
12/24

EXHIBIT C

SPECIAL PROVISIONS

1. In lieu of the insurance requirements set forth in Paragraph 14.1.1 and 14.1.122 of the General Provisions (P-37), the Commission will accept comprehensive general liability insurance against all claims of bodily injury, death, or property damages, in amounts not less than in the following amounts:

Type of Insurance	Limit
Commercial General Liability	\$1,000,000
Automobile Liability	\$1,000,000
Umbrella Liability	\$10,000,000
Workers Compensation and Employers' Liability	\$1,000,000

Contractor Initials 
Date 7/29

State of New Hampshire

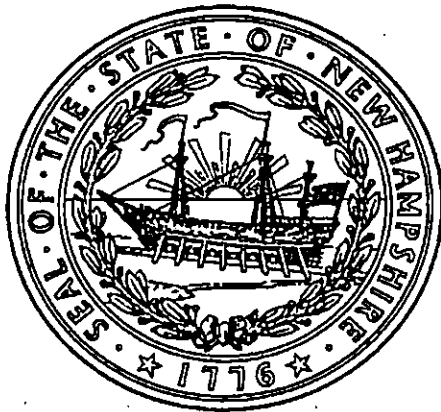
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that VERMONT ENERGY INVESTMENT CORPORATION is a Vermont Nonprofit Corporation registered to transact business in New Hampshire on October 20, 2017. 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: 781053

Certificate Number: 0004549957



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 11th day of July A.D. 2019.

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

William M. Gardner
Secretary of State


CERTIFICATE OF AUTHORITY

I, Kurt Janson, Secretary of Vermont Energy Investment Corporation (VEIC), do hereby certify that:

1. I maintain and have custody of and am familiar with, minute books, guidelines, and bylaws of VEIC;
2. I am authorized to issue certificates with respect to the contents of such books, guidelines and bylaws;
3. The following are true and complete copies of the amended and restated corporate bylaws of VEIC, adopted at a Board of Directors meeting on February 13, 2019, and Board Guidelines for Authority to Enter into Contracts, adopted at a Board of Directors meeting on October 25, 2018. Article IV Section G of the bylaws and the Guidelines for Authority to Enter Contracts authorize the Chief Operating Officer, among other officers, to enter into and execute contracts on behalf of, and thereby bind, VEIC;
4. The forgoing bylaws and guidelines are in full force and effect and have not been amended or revoked as of the date hereof; and
5. The following person lawfully occupies the office indicated below:

Jim Madej, Chief Operating Officer

IN WITNESS WHEREOF, I have set my hand as the Secretary of the Corporation this 24th day of July 2019.



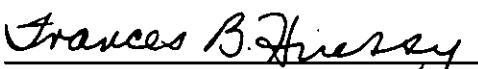
Corporate Secretary

(Corporate Seal if any)

STATE OF Vermont
COUNTY OF Chittenden

On July 24, 2019, before the undersigned officer personally appeared the person identified in the foregoing certificate known to me (or satisfactorily proven) to be the Secretary of the corporation identified in the foregoing certificate and acknowledge that he/she executed the foregoing certificate.

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



Frances Huessy, Notary Public

AMENDED AND RESTATED BYLAWS OF VERMONT ENERGY INVESTMENT CORPORATION

ARTICLE I – PURPOSE

This corporation, hereinafter referred to as VEIC, is organized and will be operated exclusively for charitable, educational and scientific purposes as may qualify it for tax exempt status under Section 501(c)(3) of the Internal Revenue Code or corresponding provisions of subsequently enacted federal law. This includes the promotion and encouragement of conserving precious natural resources, reducing energy costs for consumers, particularly low income consumers and entities serving low income consumers, and engaging in economic development activities which benefit the community as a whole and promote the well-being and self-determination of its low income members. VEIC will engage in activities consistent with the above purposes, including, but not limited to, technical and financial assistance, training, education and the requesting of funds from individuals, corporations, government and other tax exempt organizations for financing the services to be provided.

ARTICLE II – MEMBERSHIP

There shall be no members of the corporation. The Board of Directors shall have the sole voting power.

ARTICLE III - BOARD OF DIRECTORS

A. Responsibility

The Board of Directors shall be responsible for the general management of and authority over the property, business and affairs of the corporation. It is authorized to apply for and receive funds from any and all sources, and may appropriate these funds as it sees fit to effectuate the policies and objectives of the corporation.

B. Membership and Term of Office

The Board of Directors shall consist of not less than five (5) members and not more than twenty-one (21) members.

The terms of the initial Board members will be evenly divided among one, two and three-year terms. Directors may be reelected to serve more than one term but may not serve more than three consecutive terms. Fulfilling an incomplete term will not count toward the three-term limit. After three consecutive terms, a director may not be elected back to the Board until at least two years have passed. For good cause the Board may in its discretion waive the application of the three-consecutive-term limitation and the two-year waiting period for any candidate for election or reelection.

When a current director is reelected or replaced, the re-elected or new replacement director shall serve for a term of up to three years as determined at that time by the Board, or until she/he submits her/his resignation in writing, or until she/he is removed. When the election of a new

director or directors increases the total number of directors on the Board, the term of each new director shall be one, two or three years, to be determined at the first Board meeting attended by the new director(s). A Board member may not vote on her/his own re-election to the Board.

Vacancies or expansion of the Board as these Bylaws permit shall be filled by nomination by a director and by majority vote of directors present at a meeting. Members shall receive prior notice of nominations.

The Chief Executive Officer shall be a non-voting ex officio member of the Board of Directors and any committees that it may create, except for the audit committee.

C. Meetings

An annual meeting of the Board of Directors will be held on June 5, 1991, and annually thereafter. The purpose of this meeting shall be to elect officers and transact any pending business matters. In addition, the Board shall meet from time to time as may be necessary and at places to be determined by the Board to conduct the business of the corporation. Each director shall receive prior notice of a meeting. The Chair or any two directors may call a special meeting of the Board by giving at least twenty-four (24) hour notice to all directors.

D. Committees

The Board of Directors may appoint committees to assist the Board in carrying out its responsibilities. The composition, purpose and tenure of these committees shall be at the discretion of the Board. A committee shall consist of two or more directors who may invite advisors. Committees may not exercise the authority of the Board, unless explicitly provided otherwise by Vermont law or by the Board of Directors, and any such action shall be reported at the next meeting of the Board. The Board of Directors shall establish an Executive Committee, comprised of a minimum of two officers of the Board, which has the authority to approve contracts on behalf of the full Board, as needed. The Chair, in consultation with the Executive Committee, shall present recommendations to the full Board at least on an annual basis for the members to be appointed to the Board committees.

E. Quorum

A quorum shall be a simple majority of the voting members of the Board of Directors. A simple majority vote of directors present, provided there is a quorum, shall be sufficient to adopt a matter unless these bylaws, the articles of association, or Vermont statute requires the vote of a greater number of directors.

F. Action by Consent

Any actions of the Board of Directors may be taken without a meeting if written consent to such action is signed by all of the directors and recorded in the minutes of the proceedings of the Board. For purposes of this section, signed written consent may be evidenced by an electronic communication or an electronic record.

G. Removal

1. A request for removal is made to the Board at a meeting of the Board of Directors.

2. At that meeting, the Board votes by simple majority of directors present, provided there is a quorum, to consider removal at the next meeting of the Board.
3. Prior written notice that removal is to be voted upon at the next meeting is required to be sent to all directors, including the director under consideration.
4. At the next meeting, after discussion of removal, during which the director under consideration must be given an opportunity to be heard by the Board, the director under consideration may be removed by a two-thirds vote of the directors then in office.

A Board member will be deemed to have resigned from the Board if s/he misses four consecutive board meetings, unless waived by the Chair of the Board.

H. Notice

Whenever notice is required, notice may be given in writing or by telephone prior to the meeting of the Board of Directors, except where otherwise noted.

ARTICLE IV – OFFICERS

A. General

The officers of the corporation shall consist of the Chair, Vice-Chair, Secretary and Treasurer and such other officers as the Board of Directors may from time to time designate and appoint. All officers except the Secretary must have the status of active members of the Board. The Chair, Vice-Chair, Secretary and Treasurer shall be elected at the first meeting of the Board of Directors and at each annual meeting. Two or more of these offices may be held by the same director except for Chair and Secretary. An officer shall not serve more than four consecutive years in the same position. After serving four consecutive years, an officer shall not be elected back to the same position until at least two years have passed. For good cause the Board may in its discretion waive the application of the four-consecutive-year limitation and the two-year waiting period for any candidate for election or reelection to an officer position. A director or officer may receive compensation for serving as a director or officer, and also may receive reasonable compensation for services rendered to Vermont Energy Investment Corporation as authorized by the Board of Directors.

B. Removal

Officers may be removed by the same procedure for removal of a director except that the Secretary, if not a director, shall serve at the pleasure of the Board.

C. Chair

The Chair shall facilitate all meetings of the Board of Directors.

D. Vice-Chair

The Vice-Chair shall facilitate all meetings of the Board of Directors in absence of the Chair.

E. Secretary

The Secretary shall ensure that minutes are taken at all meetings of the Board of Directors and that the minutes and agenda for the next meeting shall be mailed to each director prior to the meetings.

F. Treasurer

The Treasurer shall perform all duties and fulfill all obligations customarily pertaining to that office, and shall give bond for the faithful discharge of her/his duties if and when required by the Board of Directors. The books and accounts of the Corporation shall be open to the inspection of each member of the Board of Directors.

G. Chief Executive Officer

The Chief Executive Officer shall have general supervision over the administration and management of the business and affairs of the corporation, in accordance with the direction of the Board of Directors. The Chief Executive Officer shall implement the policies of the Board of Directors and oversee the day-to-day operation of the Corporation.

The Chief Executive Officer is authorized to hire employees, rent office space, procure equipment and supplies, and take other such actions as are necessary to carry out the normal business of the Corporation.

The Chief Executive Officer is authorized to enter into contracts or execute and deliver any instrument in the name of and on behalf of the Corporation. The Board shall set policies regarding the type and/or value of contracts which must have prior approval of the Board of Directors.

The Chief Executive Officer is authorized to establish lines of credit and/or contract for loans on behalf of the Corporation. The Board shall set policies regarding the type and/or value of loans or lines of credit which must have prior approval of the Board of Directors.

The Chief Executive Officer shall be a non-voting ex officio member of the Board of Directors and any committees that it may create, except for the audit committee.

ARTICLE V – FINANCES

All checks and notes of indebtedness will be signed by the Treasurer or other agents as designated by the Board of Directors.

ARTICLE VI – AMENDMENTS

These Bylaws may be amended at any meeting of the Board of Directors by an affirmative vote of two-thirds (2/3) of the directors present. It shall be a prerequisite to such action that all directors be given notice of the proposed amendments.

ARTICLE VII – DISSOLUTION

Upon any dissolution or winding up of the corporation, any assets remaining after payment of or provision for its debts and liabilities shall, consistent with the purposes of the corporation, be paid over to charitable corporations which qualify as exempt organizations under the provisions of section

501(c)(3) of the U.S. Internal Revenue Code or corresponding provisions of subsequently enacted federal law. No part of the net assets or net earnings of the corporation shall inure to the benefit of or be paid or distributed to an officer, director, employee or donor of the Corporation.

ARTICLE VIII - REGISTERED AGENT

The registered agent of the Corporation shall be Beth Sachs, whose address is 255 South Champlain Street, Burlington, Vermont, 05401, or such other person as the Board may from time to time appoint.

ARTICLE IX - FISCAL YEAR

The fiscal year of the Corporation will be from January 1 to December 31 of each year.

Board of Directors Guidelines for Authority to Enter into Contracts

Approved by the Board October 25, 2018

I. Authority

VEIC's Board of Directors originally approved guidelines for the authority for signing contracts, grants, binding proposals and other agreements representing new obligations for the organization on December 10, 2009, and updated those guidelines in September 2012 and December 2015. As of the Board's most recent adoption of revised guidelines in October 2018, the signing authority throughout the organization and its wholly-owned subsidiaries will be as follows:

Framework of Signature Authority

Individual or Group	Dollar Limit of Authority
VEIC Board of Directors	None
Chief Executive Officer	\$1,000,000 and under, or within Board-approved budget
Chief Financial Officer	\$500,000 and under
General Manager, Mid-Atlantic Region	\$500,000 and under
General Manager, Midwest Region	\$350,000 and under
Divisional Directors: Director, Energy Services Director, Marketing, Business Development, & Policy Director, Data & Technology Director, DCSEU Director, Midwest Region/Efficiency Smart Director, Efficiency Vermont Director, People & Culture	\$350,000 and under
Additional Directors: Director, Policy & Public Affairs Director, DCSEU Operations Director, Efficiency Vermont Operations Director, Midwest Operations Associate Director, Consulting Associate Director, Engineering	\$100,000 and under

Divisional Directors refers to the leaders of each division as established by the Chief Executive Officer. **Additional Directors** refers to additional individuals besides Divisional Directors who are given the authority by the Chief Executive Officer. Specific titles and organizational structure are subject to change; the list in the table above is meant by way of example only, as of the date of these adopted guidelines. In the event of a restructuring or creation of positions, the Board authorizes the Chief Executive Officer to delegate contracting authority to any new positions at the most comparable authority level(s) of the table above, with any updates to be submitted to the Board at their next regularly scheduled meeting.

II. Principles and Obligations

- 1) A VEIC manager holding an authorization will at all times be subject to the general direction and authority of the CEO and will be required to act within the policies and the strategic directions set by the Board.
- 2) Any individual holding an authorization will at all times be accountable to the CEO in exercising that authority.
- 3) Any contract or binding proposal representing a new obligation, (herein called *Contracts*) of amounts greater than \$1,000,000 must be approved by VEIC's Board of Directors **in advance**. This advance approval may be in the form of (a) previous Board approval of a budget sufficient to cover the obligation, or (b) specific Board approval of the obligation. Once approved by the Board, obligations greater than \$1,000,000 may be signed by the Chief Executive Officer.
- 4) Divisional Directors and Additional Directors may only sign agreements for their respective divisions. In the event the appropriate signatory for an agreement is unavailable, any other authorized signatory (based on the dollar value of the agreement) may sign, provided they have received prior permission from the Divisional Director whose agreement they are signing. The CEO, CFO, and COO may sign any division's agreement within their authority levels.
- 5) The authorized individuals named above may delegate purchasing authority up to \$25,000 to staff members whose job descriptions include responsibility for such purchases.
- 6) The authorized individuals named above may also delegate additional signing authority for work orders, incentive agreements, and other frequently signed smaller value agreements entered into in the normal course of business. This additional delegation is limited to agreements \$50K and under.
- 7) Any contract for expenditures over \$10,000 is subject to VEIC Competitive Bidding Guidelines.
- 8) Authorized signers must bring to the attention of the CEO, any agreement which:
 - Involves a significant commitment of money and/or other resources, such as staff time, equipment and facilities; or
 - is capable of affecting the business of VEIC in a significant way; or
 - regardless of its value, is of social, legal or political significance or sensitivity, including, but not limited to:
 - Contracts with a high risk factor;
 - Contracts that could bring the activities of VEIC under public scrutiny;
 - Contracts that could affect the reputation of VEIC;
 - Contracts that might involve any matter liable to cause public controversy.
- 9) Before executing any agreement, the authorized signer is responsible for ensuring that:
 - VEIC is able to meet its obligations under the terms of the contract;
 - the contract complies with any legislative requirements (e.g., enterprise agreements, tax, anti-discrimination, privacy legislation, etc);
 - the contract and its procurement conform with relevant VEIC policies and administrative procedures;

- has correctly followed the process outlined in the "Prerequisite Reviews" section III(1) below
 - any necessary internal or external advice has been sought;
 - any requisite consultation with other staff or operational areas of VEIC has occurred
- 10) Authorized signers must be aware of the financial and other benefits, detriments or risks which are expected to flow or attach to VEIC as a result of the contract, and should ensure that any identifiable risks are properly addressed in the contract, including intellectual property, physical damage or injury indemnities.
 - 11) Authorized signers must not sign any contract if, by doing so, that individual or another staff member of VEIC would be placed in a conflict of interest or would appear to be placed in a conflict of interest.
 - 12) An authorized signer may not delegate his/her signatory responsibility to any other staff member except for the exception noted in paragraph 5.

III Process, Recordkeeping, and Reporting

1) Prerequisite Reviews

- a) Finance: Any contract with the federal government or contracts valued at \$50,000 or more must be approved by VEIC's finance department, under the direction of the CFO. Any contract containing federal funds must have the proposed budget reviewed and approved by VEIC's finance department, under the direction of the CFO
- b) Legal: Any contract or document with legal obligations must be reviewed and approved by VEIC's legal department, under the direction of the General Counsel

2) Competitive Bidding Requirements

Contracts for expenditures that are \$10,000 and over must also have an approved Competitive Bidding Checklist in addition to the contract, purchase order, or invoice.

3) Record Keeping

- a) The current version of these guidelines will be maintained and made available to staff by the legal department, including recording which individuals have been designated authority under these guidelines, and presenting any necessary updates to these guidelines to the Board of Directors for approval.
- b) All contracts and proposals must have documentation of the required approvals needed as the document is processed.
- c) All authorized signers must store fully-executed copies of any signed contract as directed by the VEIC legal department, as well as a copy within their own files for record keeping
- d) A record of all financial obligations entered into shall be maintained by the VEIC finance department under the direction of the CFO
- e) A record of all legal obligations entered into shall be maintained by the VEIC legal department under the direction of the General Counsel

4) Reporting

- a) The CEO or his/her designee will report quarterly to the Board on the exercise of authorized power to contract in VEIC, as well as on all financial obligations entered into greater than \$100,000 in value, or any other material signed agreements entered into in the prior quarter.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/11/2019

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 have ADDITIONAL INSURED provisions or 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 Richards Group 48 Harris Place PO Box 820 Brattleboro VT 05302		CONTACT NAME: Amber Brown PHONE (A/C, No, Ext): (802) 254-6016 E-MAIL ADDRESS: abrown@therichardsgroup.com FAX (A/C, No): (802) 254-7110	
INSURED Vermont Energy Investment Corporation 128 Lakeside Avenue, Suite 401 Burlington VT 05401		INSURER(S) AFFORDING COVERAGE: INSURER A: Charter Oak Fire Insurance Co NAIC # 25615 INSURER B: Travelers Property Casualty Co of America 25674 INSURER C: The Standard Fire Insurance Co 19070 INSURER D: Chubb Insurance Group INSURER E: INSURER F:	

COVERAGES CERTIFICATE NUMBER: 18/19GL BA UM WC PL CY 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 INSD 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 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		P-630-8J523810-COF-18	09/01/2018	09/01/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPROP AGG \$ 2,000,000 Employee Benefits \$ 50,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY		P-810-8J548054-TIL-18	09/01/2018	09/01/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Underinsured motorist \$ 1,000,000
B	<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 \$ 10,000		CUP-8J561328-18	09/01/2018	09/01/2019	EACH OCCURRENCE \$ 15,000,000 AGGREGATE \$ 15,000,000
C	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	UB8J510076	09/01/2018	09/01/2019	<input type="checkbox"/> PER STATUTE <input checked="" type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Professional Liability Retro 3/1/2000 P&P 1/31/2012		G24251147 008	09/01/2018	09/01/2019	Each Claim \$5,000,000 Aggregate \$5,000,000 Retention Each Claim \$25,000

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

CRIME: Third Party Crime Coverage
Policy No.: 106368955
Term: 9/1/18-9/1/19 Limit: \$1,000,000 Single Loss Retention \$5,000.
CYBER: Cyber Liability
Policy No.: G24251147 008 Term: 9/1/2018-9/1/2019
Limit \$5,000,000

CERTIFICATE HOLDER CANCELLATION

New Hampshire Public Utilities Commission 21 South Fruit St, Ste 10 ATTN: Executive Director Concord NH 03301-2419	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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Additional Named Insureds

Other Named Insureds

DC SEU; Commons Energy L3C	Doing Business As
Efficiency Smart	Doing Business As
Efficiency Vermont	Doing Business As
Lakeside Solar LLC	Limited Liability Company, Doing Business As
Sun Shares LLC	Limited Liability Company, Doing Business As
Sustainability Benefits Corporation	Additional Named Insured