

154 DBC



STATE OF NEW HAMPSHIRE 8:33 DAS
DEPARTMENT of RESOURCES and ECONOMIC DEVELOPMENT
DIVISION OF ECONOMIC DEVELOPMENT
172 Pembroke Road P.O. Box 1856 Concord, New Hampshire 03302-1856

603-271-2341
FAX: 603-271-6784
www.nheconomy.com

June 4, 2013

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

Sole Source

REQUESTED ACTION

Authorize the Department of Resources and Economic Development, Division of Economic Development to enter into a **SOLE SOURCE** contract amendment with Plymouth Area Renewable Energy Initiative (PAREI) (VC #165224), Plymouth, NH, by extending the completion date to December 31, 2013 from the original completion date of June 30, 2013, to further develop, implement and manage energy efficiency training programs. The original contract was approved by Governor and Executive Council on March 16, 2011, Item #57, and an amendment was approved by Governor and Executive Council on November 14, 2012, Item #82. No additional funding is involved in this time extension. 100% Agency Income (Greenhouse Gas Emissions Reduction Fund)

EXPLANATION

The Public Utilities Commission provided a grant award from the Greenhouse Gas Emissions Reduction Fund to the Department for the purpose of funding an Energy Efficiency Program. In partnership with PAREI, the Department has provided job training classes through Lakes Region Community College to prepare New Hampshire's workforce for green energy jobs in the energy efficiency sector. This time extension will allow PAREI to complete their planned schedule of workshops and training sessions over the additional six months. During this extended period PAREI will also be able to complete the transition from a grant funded program to a privately funded program. Consequently, in order for the Department to extend this partnership your approval of this amendment as sole source is being requested.

The Attorney General's office has approved this contract amendment as to form, substance and execution.

Respectfully submitted,

Concurred,

Christopher S. Way
Interim Director

Jeffrey J. Rose
Commissioner

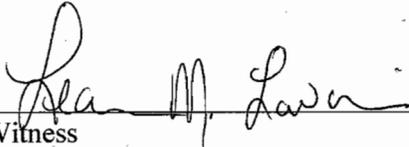


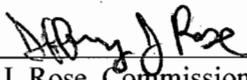
CONTRACT AMENDMENT

The Department of Resources and Economic Development (DRED) and Plymouth Area Renewable Energy Initiative (PAREI), hereby mutually agree to amend the contract to develop and implement energy efficiency training programs, originally approved by the Governor and Executive Council on March 16, 2011, Item #57, and as amended by the Governor and Executive Council on November 14, 2012, Item #82.

1. Amend contract completion date to December 31, 2013 from the original completion date of June 30, 2013;
2. All other terms and conditions of the original contract shall remain the same in full force and effect as originally set forth; and
3. This amendment is subject to approval by the Governor and Executive Council.

IN WITNESS WHEREOF, the parties hereto have set their hands as of the day and year written.


Witness

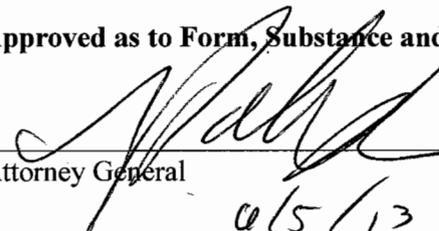

Jeffrey J. Rose, Commissioner
Department of Resources and Economic
Development

6/8/13
Date


Witness


Sandra Jones, Co-Director
Plymouth Area Renewable Energy
Initiative

6/3/13
Date

Approved as to Form, Substance and Execution

Attorney General
6/5/13
Date

State of New Hampshire Department of State

CERTIFICATE

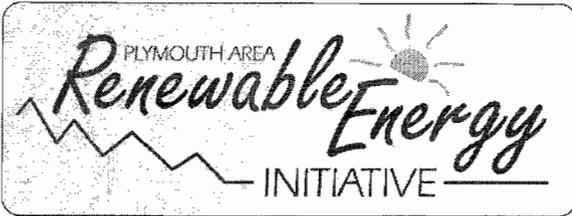
I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that PLYMOUTH AREA RENEWABLE ENERGY INITIATIVE is a New Hampshire nonprofit corporation formed February 26, 2004. I further certify that it is in good standing as far as this office is concerned, having filed the return(s) and paid the fees required by law.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 24th day of May A.D. 2013

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

William M. Gardner
Secretary of State



Plan for Your Energy Future

Corporate Resolution Authorization To Execute Contract

The Board of Directors of the Plymouth Area Renewable Energy Initiative does authorize and direct Sandra Jones, Co-Director, Plymouth Area Renewable Energy Initiative to enter into contract with the Division of Resources and Economic Development for a No Cost Extension to further implement the Efficiency Training Program funded by NH Public Utilities Commission RGGI program with a completion date of December 31, 2013.

The Board further authorizes and directs Sandra Jones to take such action as necessary in conjunction with the performance of said contract. Authorization was granted through an action of the Board of Directors on Friday, May 30, 2013

Signature

A handwritten signature in black ink, appearing to read "Peter Adams".

Peter Adams

Board of Directors Treasurer

Date: 6-2-2013

REQUESTED ACTION

Authorize the Public Utilities Commission to amend an award of grant funds to New Hampshire Department of Resources and Economic Development, Division of Economic Development, Vendor #177887 in the amount of \$400,000, by extending the completion date from June 30, 2013 to December 31, 2013. The original grant was approved by the Governor and the Executive Council on December 8, 2010, Item #66 for the purpose of partnering with Lakes Region Community College and Plymouth Area Renewable Energy Initiative to expand the energy efficiency workforce training program. No additional funding is involved in this time extension. Funding is 100% Greenhouse Gas Emissions Reduction Fund (GHGERF).

Notarization:

Date: 6/2/13

State: New Hampshire

Signature: A handwritten signature in black ink, appearing to read "Mark Younger".

MARK YOUNGER, NOTARY PUBLIC
COMMISSION EXPIRES
AUGUST 13, 2013



Item #57
Approved by G+C 3/16/11

STATE OF NEW HAMPSHIRE
DEPARTMENT of RESOURCES and ECONOMIC DEVELOPMENT
DIVISION OF ECONOMIC DEVELOPMENT
172 Pembroke Road P.O. Box 1856 Concord, New Hampshire 03302-1856

603-271-2341
FAX: 603-271-6784
www.nheconomy.com

February 17, 2011

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

REQUESTED ACTION

Authorize the Department of Resources and Economic Development, Division of Economic Development to enter into a contract with the Plymouth Area Renewable Energy Initiative (VC#165224), Plymouth, NH, of up to \$100,000 to develop and implement energy efficiency training programs upon Governor and Council approval through June 30, 2013. 100% Greenhouse Gas Emissions Reduction Fund (GHGERF)

Funding is available in account titled, Energy Efficiency Program – GHGERF, as follows and pending budget approval for Fiscal Years 2012 and 2013:

		<u>FY 2011</u>	<u>FY 2012</u>	<u>FY 2013</u>
03-35-35-350510-17340000-102-500731	Contracts for Program Svcs.	\$15,000	\$72,000	\$13,000

EXPLANATION

The Plymouth Area Renewable Energy Initiative (PAREI or Grantee) agrees to partner with the Lakes Region Community College, through the New Hampshire Department of Resources and Economic Development, Division of Economic Development (DED), to provide hands on experience in the field of energy efficiency services for students, contractors, homeowners and NH residents through Installer Trainings, Short Term Courses, Housewarmings, Mentoring Programs and a statewide rental equipment pilot program. Specifically, this agreement calls for PAREI to perform the following:

- 1) Support Lakes Region Community College (LRCC) development and implementation of two, three-day course- Air Sealing Installer and Insulation Installer or their equivalents- that will be offered at least once in the Plymouth Area.
- 2) Assist with providing a Boot Camp Performance Contractor Building Performance Institute (BPI) training that combines the energy auditor and installer trainings in the Plymouth area in conjunction with Department of Energy's (DOE) Beacon Communities BetterBuildings program.
- 3) Develop and implement five (Housewarming one-day trainings) to train homeowners, volunteers, and contractors on specific weatherization skills.



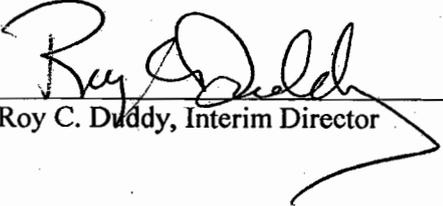
TDD ACCESS: RELAY NH 1-800-735-2964 recycled paper

DIVISION OF ECONOMIC DEVELOPMENT 603-271-2341

- 4) Provide a minimum of 35 mentoring support site visits oriented towards students who have already had BPI or equivalent training, with priority given to students who have participated in LRCC training programs. Make mentoring opportunity available to NH workers who are exploring a career change or seeking new employment opportunities. Mentors will include PAREI staff and other experienced professionals selected for their knowledge and instructional capabilities.
- 5) Coordinate the placement of one (1) set of weatherization and energy assessment equipment that DED will oversee the purchase of. This equipment rental program is for the purpose of helping new energy auditors have the tools necessary to start up an independent energy services business and for existing energy auditors to expand their business. This set of rental equipment, owned by PAREI, will include: a blower door kit, combustion analyzer, infrared thermal imager, dense-pack insulation blower, insulation vacuum, and other energy assessment/installation equipment as appropriate.

The Attorney General's office has approved this contract as to form, substance and execution.

Respectfully Submitted,



Roy C. Duddy, Interim Director

Concurred

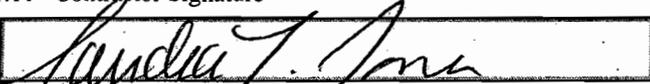
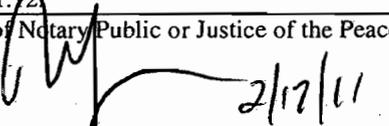
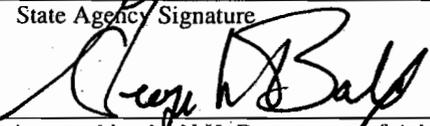
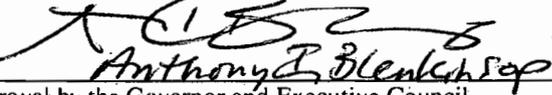

George M. Bald, Commissioner

Subject: Efficiency Training Program FORM NUMBER P-37 (version 1/09)

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

GENERAL PROVISIONS

I. IDENTIFICATION.

1.1 State Agency Name <u>Department of Resources and Economic Development</u>		1.2 State Agency Address <u>172 Pembroke Road, PO Box 1856, Concord, NH 03302-1856</u>	
1.3 Contractor Name <u>Plymouth Area Renewable Energy Initiative</u>		1.4 Contractor Address <u>69 Main Street, P.O. Box 753, Plymouth, NH 03265</u>	
1.5 Contractor Phone Number <u>603-536-5030</u>	1.6 Account Number <u>17340000-102-500731</u>	1.7 Completion Date <u>June 30, 2013</u>	1.8 Price Limitation <u>Up to \$100,000.00</u>
1.9 Contracting Officer for State Agency <u>George M. Bald, Commissioner</u>		1.10 State Agency Telephone Number <u>(603) 271-2591</u>	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory <u>Sandra Jones, Co-Director</u>	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Grafton</u> On <u>2/17/11</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] <u>2/17/11</u>		MARK YOUNGER, NOTARY PUBLIC COMMISSION EXPIRES AUGUST 13, 2013	
1.13.2 Name and Title of Notary or Justice of the Peace <u>MARK YOUNGER Notary</u>			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory <u>George M. Bald, Commissioner</u>	
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) By:  On: <u>3/3/2011</u>			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			

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

Contractor Initials

Date

AA
2/17/11

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

In exchange for receiving grant funds of up to \$100,000 from the New Hampshire Department of Resources and Economic Development-- the Plymouth Area Renewable Energy Initiative (PAREI or Grantee) agrees to partner with the Lakes Region Community College to provide hands on experience in the field of energy efficiency services for students, contractors, homeowners and NH residents through Installer Trainings, Short Term Courses, Housewarmings, Mentoring Programs and a statewide rental equipment pilot program. PAREI agrees to accomplish the following, and to undertake any additional measures necessary to achieve the program goals set forth in its proposal:

Task Number	Task/Milestone	Estimated Timeframe
		Calendar Year
Task 1	<u>Installer Trainings</u> : Partner with LRCC on Curriculum Development. Conduct and market at least three non-certifiable Installer Trainings for contractors, students and homeowners at residential or commercial locations in the process of undergoing a deep energy retrofit project. 6-10 participants	2 in 2011 1 in 2012
Task 2	<u>Short Term Courses/Housewarmings</u> : Conduct at least five short term courses on introductory level weatherization and energy efficiency projects via the hands on PAREI volunteer Housewarming process at NH residential locations for contractors, students and homeowners. 6 – 10 participants	2 in 2011 3 in 2012
Task 3	<u>Instruction and Proctoring</u> : Provide instructor, assistance with curriculum development and proctoring for courses provided through Lakes Region Community College as requested.	January, 2011 - December, 2012
Task 4	<u>Mentoring Program</u> : Develop and implement a mentoring program for newly certified BPI Energy Auditors providing multi level experiences to assist them with gaining the field experience needed to provide quality services to NH residents and businesses including a mentoring experience for workers-in-transition considering entering the field of energy services. Minimum 35 participants.	January, 2011 - December, 2012
Task 5	<u>Energy Auditor and Installer Equipment Rental Program</u> : Develop and implement a pilot energy auditor and energy installer equipment rental program in Plymouth, NH for the purpose of reducing the business start up cost for contractors and certified energy auditors helping more NH workers re-tool their skills and services for the new energy economy. Document program and assist DRED and LRCC with coordinating and developing two additional statewide rental programs.	January, 2011 – December, 2012

DELIVERABLES

1. The Grantee agrees to prepare and submit quarterly reports to DRED, in a form and manner prescribed by the PUC, beginning 90 days from the date of Governor and Council approval of this grant agreement and continuing throughout the life of the grant. Reports shall include a detailed summary of all work completed, including an account of milestones achieved, and a description of any obstacles encountered as well as any planned milestones that were not achieved. Within thirty (30) days of the conclusion of the grant award, in lieu of a quarterly report Grantee shall submit a final report providing a detailed summary of the results of the grant project, obstacles encountered, and any work from the Scope of Services that was not completed.
2. The Grantee agrees to carefully track any and all reductions in energy use resulting from the programs and activities funded herein. Grantee will take all steps necessary to document pre-project (baseline) energy use and energy expenditures based on at least three years of data. In addition, Grantee will report on reductions in energy use on a quarterly basis to the PUC and the University of New Hampshire, Carbon Solutions New England (CSNE), for purposes of documenting reductions in energy use and greenhouse gas emission reductions. Energy reductions shall be reported, in a format provided by CSNE, for the following fuels as appropriate: electricity, natural gas, distillate fuel oil (#1,2 &4), residual fuel oil (#5 & 6), kerosene, and LPG (propane).

EXHIBIT B

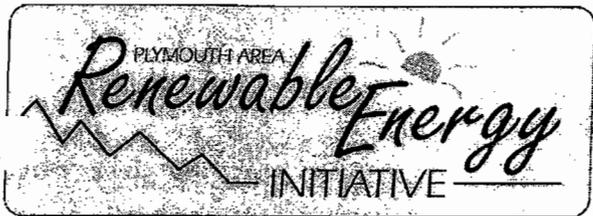
GRANT AMOUNT, TERMS AND METHODS OF PAYMENT

1. In consideration of the satisfactory performance of the services described in Exhibit A the State agrees to pay Plymouth Area Renewable Energy Initiative (Grantee) an amount of up to \$100,000.
2. All obligations of the State, including the continuance of any payments, are contingent on the availability of funds derived from the Greenhouse Gas Emissions Reduction Fund pursuant to RSA 125-O:23.
3. Upon approval of this grant award by Governor and Council, Grantee will invoice the New Hampshire Division of Economic Development, for \$10,000 of the grant award. Thereafter, Grantee will submit invoices for expenses incurred on a monthly basis. Ten (10) percent of the grant funds or up to \$10,000 will be held back until completion of the project. Payment on this final 10% will be made after Grantee provides a final grant report, no later than 30 days from the end of this grant agreement, June 30, 2013.
4. Invoices will be reviewed and measured against the scope of services and approved by the Business Energy Efficiency Program Manager or his designee.
5. Invoices will be submitted to: DRED Business Office, 172 Pembroke Road, Concord, NH 03302-1856.
6. The State agrees to make payments to the Grantee within 30 days from the receipt of approved invoices.

EXHIBIT C

SPECIAL PROVISIONS

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Plan for Your Energy Future

Corporate Resolution Authorization To Execute Contract

The Board of Directors of the Plymouth Area Renewable Energy Initiative does authorize and direct Sandra Jones, Co-Director, Plymouth Area Renewable Energy Initiative to enter into contract with the Division of Resources and Economic Development for \$100,000 to implement the Efficiency Training Program funded by NH Public Utilities Commission RGGI program from April, 2011- December, 2012.

The Board further authorizes and directs Sandra Jones to take such action as necessary in conjunction with the performance of said contract. Authorization was granted through an action of the Board of Directors on Tuesday, February 15, 2011.

Signature

Irene Garvey

Board of Directors President

Plymouth Area Renewable Energy Initiative

Notarization:

Date: 2/17/11

State: N.H.

MARK YOUNGER, NOTARY PUBLIC
COMMISSION EXPIRES
AUGUST 13, 2013

Signature:

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 PLYMOUTH AREA RENEWABLE ENERGY INITIATIVE is a New Hampshire nonprofit corporation formed February 26, 2004. I further certify that it is in good standing as far as this office is concerned, having filed the return(s) and paid the fees required by law.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 16th day of December A.D. 2010

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

William M. Gardner
Secretary of State

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/16/2010

PRODUCER 603.536.1735 FAX 603.536.4298
Linda Cox
Noyes Insurance Agency, Inc.
PO Box 420
Plymouth, NH 03264

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED Plymouth Area Renewable Energy Initiative
PO Box 753
Plymouth, NH 03264

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Peerless Insurance Company	24198
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES
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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

SR ADD'L OR INSUR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
	GENERAL LIABILITY <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"/> PROJECT <input type="checkbox"/> LOC	CBP4485179	10/14/2010	10/14/2011	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
	EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER				WC STATUTORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 Educational Services training in Plymouth

CERTIFICATE HOLDER
 State of NH
 DRED
 172 Pembroke Pl
 PO Box 1856
 Concord, NH 03302

CANCELLATION
 SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.
 AUTHORIZED REPRESENTATIVE
NOYES INSURANCE AGENCY, INC.

 AGENT

IMPORTANT

If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/03/2011

PRODUCER 603.536.1735 FAX 603.536.4298
 John Madden
 Noyes Insurance Agency, Inc.
 PO Box 420
 Plymouth, NH 03264

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED Plymouth Area Renewable Energy Initiative
 PO Box 753
 Plymouth, NH 03264

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Travelers	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR INSR#	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
	EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER	6KUB9802L36210	12/21/2010	12/21/2011	WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

3 officers excluded--Peter Adams, Margaret Brox, George Lutz
 Coverage State--NH
 Insured Applying for Grant

CERTIFICATE HOLDER

State of NH
 NH DRED
 Bob Reals
 172 Pembroke Road
 PO Box 1856
 Concord, NH 03302

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY

NOYES INSURANCE AGENCY, INC.
 AUTHORIZED REPRESENTATIVE

John Madden AGENT

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.



Item # 82
Approved by Gov Council

STATE OF NEW HAMPSHIRE
DEPARTMENT of RESOURCES and ECONOMIC DEVELOPMENT
DIVISION of ECONOMIC DEVELOPMENT
172 Pembroke Road P.O. Box 1856 Concord, New Hampshire 03302-1856

603-271-2341
FAX: 603-271-6784
www.nheconomy.com

October 1, 2012

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

REQUESTED ACTION

Authorize the Department of Resources and Economic Development, Division of Economic Development to enter into a **SOLE SOURCE** amendment to the contract with Plymouth Area Renewable Energy Initiative (PAREI) (VC #165224), Plymouth, NH, by increasing the contract amount by \$35,346 from \$100,000 to \$135,346 to include the management of energy efficiency training programs and other programs upon Governor and Executive Council through June 30, 2013. No additional time is involved in this amendment. The original contract was approved by the Governor and Executive Council on March 16, 2011, Item #57. 100% Agency Income (Greenhouse Gas Emissions Reduction Fund)

Funding is available in account titled, Energy Efficiency Program, as follows:

		<u>FY 2013</u>
03-35-35-350510-17340000-102-500731	Contracts for Program Services	<u>\$35,346</u>

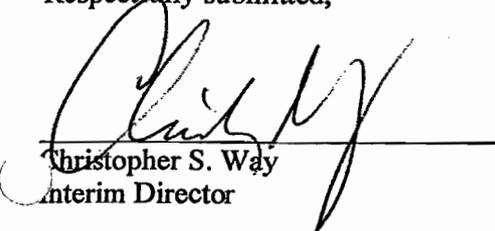
EXPLANATION

The Public Utilities Commission (PUC) provided a grant award from the Greenhouse Gas Emissions Reduction Fund to the Department's Division of Economic Development (DED) for the purpose of funding the Energy Efficiency Program. This grant award allows for a partnership between DED, PAREI, and the Lakes Region Community College (LRCC) to provide energy efficiency training programs throughout the State of New Hampshire.

The current contract with PAREI is for the development and implementation of energy efficiency training programs in conjunction with LRCC. Due to staff reductions, the Department must now amend its existing contract with PAREI to include management and oversight of the program's training initiatives. The transition of these duties to PAREI will allow for continuation of the training programs as well as fulfillment of the grant requirements through the end of the Fiscal Year. For this reason, your approval of this amendment as sole source is respectfully requested.

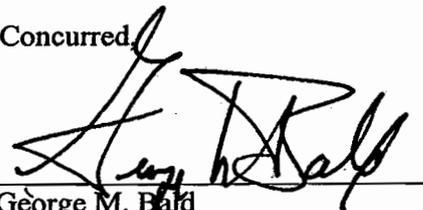
The Attorney General's office has reviewed and approved this amendment as to form, substance and execution.

Respectfully submitted,



Christopher S. Way
Interim Director

Concurred,



George M. Bald
Commissioner



TDD ACCESS: RELAY NH 1-800-735-2964  recycled paper

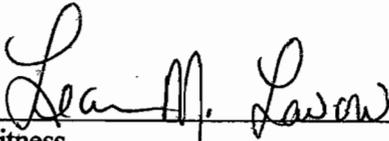
DIVISION OF ECONOMIC DEVELOPMENT 603-271-2341

CONTRACT AMENDMENT

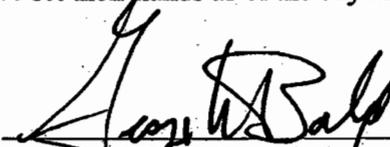
The Department of Resources and Economic Development (DRED) and Plymouth Area Renewable Energy Initiative (PAREI), hereby mutually agree to amend the contract to develop and implement energy efficiency training programs, originally approved by the Governor and Executive Council on March 16, 2011, Item #57, with a completion date of June 30, 2013.

1. Amend original contract by increasing the contract total by \$35,346 from \$100,000 to \$135,346;
2. Amend original contract, Exhibit A, Scope of Services, to include management and oversight of the program's training initiatives in collaboration with the Lakes Region Community College (LRCC);
3. All other terms and conditions of the original contract shall remain the same in full force and effect as originally set forth; and
4. This amendment is subject to approval by the Governor and Executive Council.

IN WITNESS WHEREOF, the parties hereto have set their hands as of the day and year written.



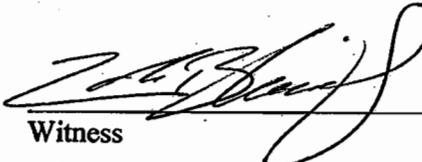
Witness



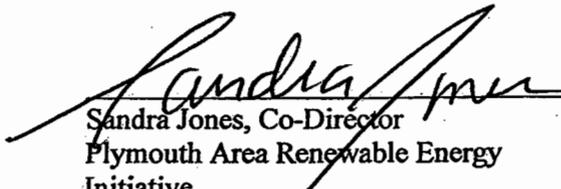
George M. Bald, Commissioner
Department of Resources and Economic
Development

10/25/12

Date



Witness

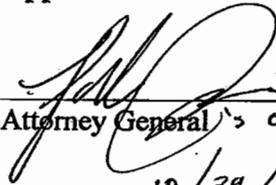


Sandra Jones, Co-Director
Plymouth Area Renewable Energy
Initiative

9-24-12

Date

Approved as to Form, Substance and Execution



Attorney General's office - Attorney Patrick Queenan

10/29/12

Date

State of New Hampshire
Department of State

CERTIFICATE

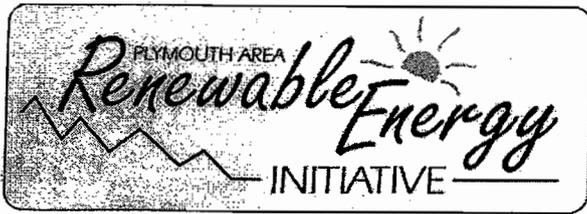
I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that PLYMOUTH AREA RENEWABLE ENERGY INITIATIVE is a New Hampshire nonprofit corporation formed February 26, 2004. I further certify that it is in good standing as far as this office is concerned, having filed the return(s) and paid the fees required by law.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 21st day of August A.D. 2012

A handwritten signature in cursive script, appearing to read "William Gardner", written in dark ink.

William M. Gardner
Secretary of State



Plan for Your Energy Future

RECEIVED

SEP 27 2012

D.R.E.D.

Corporate Resolution Authorization To Execute Contract

The Board of Directors of the Plymouth Area Renewable Energy Initiative does authorize and direct Sandra Jones, Co-Director, Plymouth Area Renewable Energy Initiative to enter into contract with the Division of Resources and Economic Development for \$35,346 to further implement the Efficiency Training Program funded by NH Public Utilities Commission RGGI program with a completion date of June 30, 2013.

The Board further authorizes and directs Sandra Jones to take such action as necessary in conjunction with the performance of said contract. Authorization was granted through an action of the Board of Directors on Monday, September 24, 2012

Signature

Irene Garvey
Board of Directors President
Plymouth Area Renewable Energy Initiative

Notarization:

Date: September 26, 2012

State: NEW HAMPSHIRE

Signature: John F. Boyle
Justice of the Peace

My Commission Expires March 7, 2017



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/24/2012

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 Noyes Insurance Agency Inc P.O. Box 420 63 Main Street Plymouth NH 03264	CONTACT NAME: Ashley Desjardins PHONE (A/C No. Ext.): (603) 536-1735 E-MAIL ADDRESS: adesjardins@noyesins.com	FAX (A/C No.): (603) 536-4298
	INSURER(S) AFFORDING COVERAGE	
INSURED Plymouth Area Renewable Energy Initiative PO Box 753 Plymouth NH 03264	INSURER A: Peerless Insurance Company NAIC # 24198	
	INSURER B: Travelers	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** CL12102401069 **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			CBP4485179	10/14/2012	10/14/2013	EACH OCCURRENCE \$ 1,000,000			
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000			
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 15,000			
	GEN'L AGGREGATE LIMIT APPLIES PER:									PERSONAL & ADV INJURY \$ 1,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC									GENERAL AGGREGATE \$ 2,000,000
										PRODUCTS - COMP/OP AGG \$ 2,000,000
										\$
	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"/> DED	<input type="checkbox"/> RETENTION \$					\$			
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			6KUB9802L36211	12/21/2011	12/21/2012	WC STATUTORY LIMITS			
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input checked="" type="checkbox"/> Y	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)
Irene Garvey and Peter Adams are listed as excluded under Workers Compensation Coverage State: NH

CERTIFICATE HOLDER

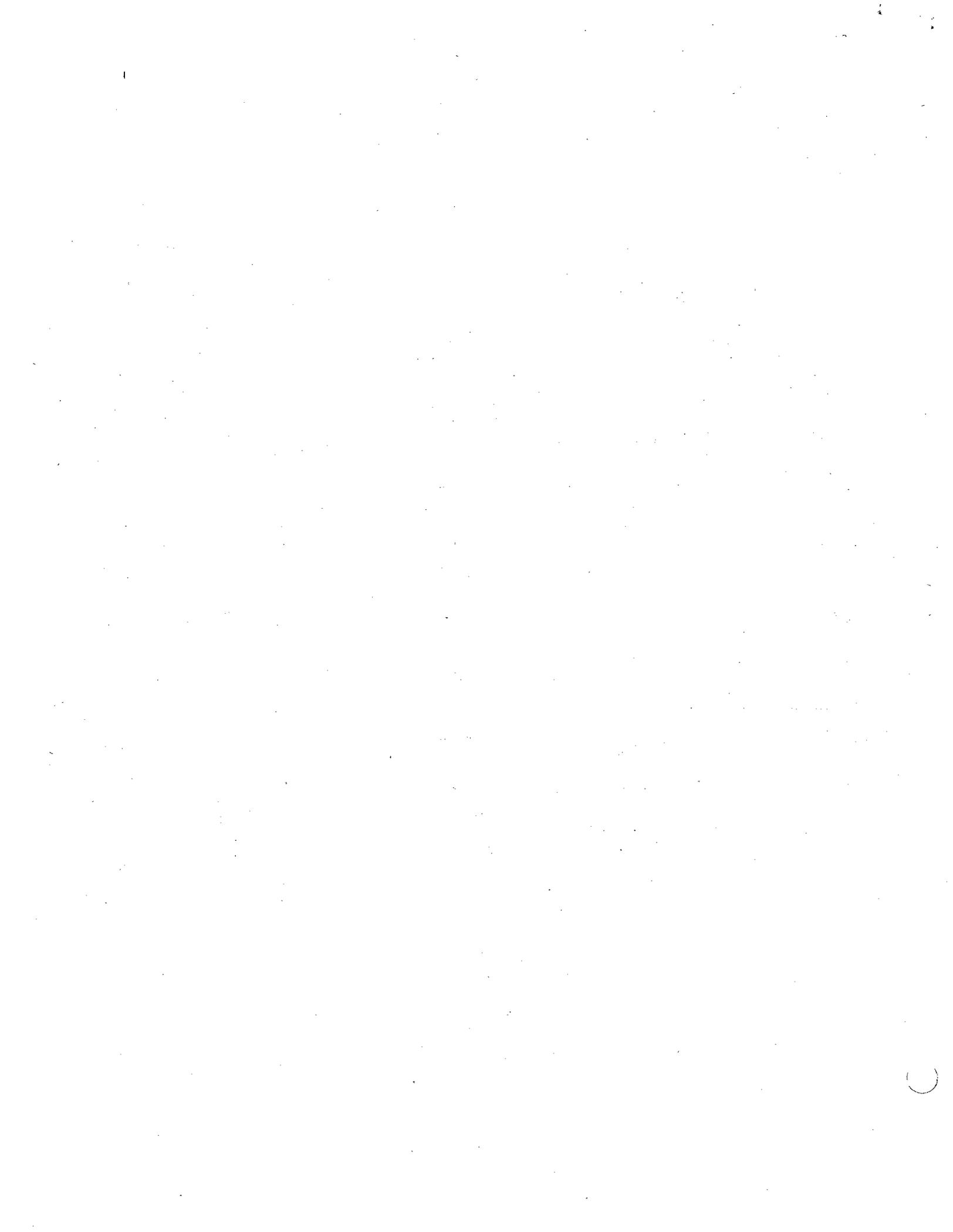
CANCELLATION

D R E D
172 Pembroke Rd
PO Box 1865
Concord, NH 03302-1856

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

Ashley Desjardins/ATD *Ashley Desjardins*





STATE OF NEW HAMPSHIRE
 DEPARTMENT of RESOURCES and ECONOMIC DEVELOPMENT
 DIVISION OF ECONOMIC DEVELOPMENT
 172 Pembroke Road P.O. Box 1856 Concord, New Hampshire 03302-1856

603-271-2341
 FAX: 603-271-6784
 www.nheconomy.com

February 17, 2011

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

REQUESTED ACTION

Authorize the Department of Resources and Economic Development, Division of Economic Development to enter into a contract with the Plymouth Area Renewable Energy Initiative (VC#165224), Plymouth, NH, of up to \$100,000 to develop and implement energy efficiency training programs upon Governor and Council approval through June 30, 2013. 100% Greenhouse Gas Emissions Reduction Fund (GHGERF)

Funding is available in account titled, Energy Efficiency Program – GHGERF, as follows and pending budget approval for Fiscal Years 2012 and 2013:

		<u>FY 2011</u>	<u>FY 2012</u>	<u>FY 2013</u>
03-35-35-350510-17340000-102-500731	Contracts for Program Svcs.	\$15,000	\$72,000	\$13,000

EXPLANATION

The Plymouth Area Renewable Energy Initiative (PAREI or Grantee) agrees to partner with the Lakes Region Community College, through the New Hampshire Department of Resources and Economic Development, Division of Economic Development (DED), to provide hands on experience in the field of energy efficiency services for students, contractors, homeowners and NH residents through Installer Trainings, Short Term Courses, Housewarmings, Mentoring Programs and a statewide rental equipment pilot program. Specifically, this agreement calls for PAREI to perform the following:

- 1) Support Lakes Region Community College (LRCC) development and implementation of two, three-day course- Air Sealing Installer and Insulation Installer or their equivalents- that will be offered at least once in the Plymouth Area.
- 2) Assist with providing a Boot Camp Performance Contractor Building Performance Institute (BPI) training that combines the energy auditor and installer trainings in the Plymouth area in conjunction with Department of Energy's (DOE) Beacon Communities BetterBuildings program.
- 3) Develop and implement five (Housewarming one-day trainings) to train homeowners, volunteers, and contractors on specific weatherization skills.



TDD ACCESS: RELAY NH 1-800-735-2964  recycled paper

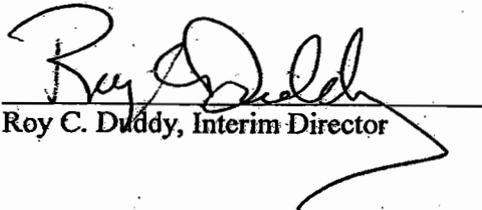
DIVISION OF ECONOMIC DEVELOPMENT 603-271-2341

- 4) Provide a minimum of 35 mentoring support site visits oriented towards students who have already had BPI or equivalent training, with priority given to students who have participated in LRCC training programs. Make mentoring opportunity available to NH workers who are exploring a career change or seeking new employment opportunities. Mentors will include PAREI staff and other experienced professionals selected for their knowledge and instructional capabilities.

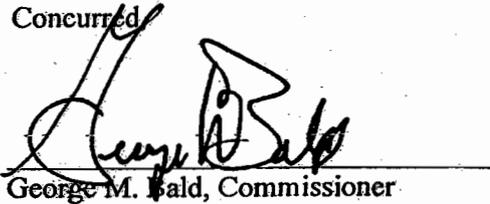
- 5) Coordinate the placement of one (1) set of weatherization and energy assessment equipment that DED will oversee the purchase of. This equipment rental program is for the purpose of helping new energy auditors have the tools necessary to start up an independent energy services business and for existing energy auditors to expand their business. This set of rental equipment, owned by PAREI, will include: a blower door kit, combustion analyzer, infrared thermal imager, dense-pack insulation blower, insulation vacuum, and other energy assessment/installation equipment as appropriate.

The Attorney General's office has approved this contract as to form, substance and execution.

Respectfully Submitted,



Roy C. Duddy, Interim Director

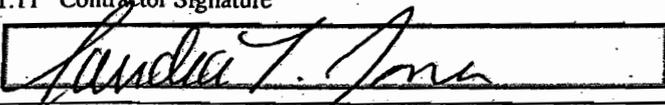
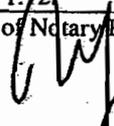
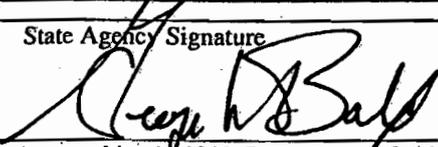
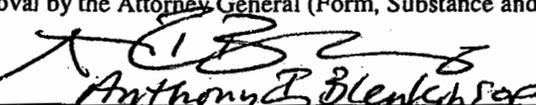
Concurred


George M. Bald, Commissioner

Subject: Efficiency Training Program FORM NUMBER P-37 (version 1/09)

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

1. IDENTIFICATION.

1.1 State Agency Name <u>Department of Resources and Economic Development</u>		1.2 State Agency Address <u>172 Pembroke Road, PO Box 1856, Concord, NH 03302-1856</u>	
1.3 Contractor Name <u>Plymouth Area Renewable Energy Initiative</u>		1.4 Contractor Address <u>69 Main Street, P.O. Box 753, Plymouth, NH 03265</u>	
1.5 Contractor Phone Number <u>603-536-5030</u>	1.6 Account Number <u>17340000-102-500731</u>	1.7 Completion Date <u>June 30, 2013</u>	1.8 Price Limitation <u>Up to \$100,000.00</u>
1.9 Contracting Officer for State Agency <u>George M. Bald, Commissioner</u>		1.10 State Agency Telephone Number <u>(603) 271-2591</u>	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory <u>Sandra Jones, Co-Director</u>	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Grafton</u> On <u>2/17/11</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] <u>2/17/11</u>		MARK YOUNGER, NOTARY PUBLIC COMMISSION EXPIRES AUGUST 13, 2013	
1.13.2 Name and Title of Notary or Justice of the Peace <u>MARK YOUNGER NOTARY</u>			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory <u>George M. Bald, Commissioner</u>	
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) By:  On: <u>3/3/2011</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.

Contractor Initials
Date

AP
2/17/11

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/RESERVATION.

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

Contractor Initials 14
Date 2/17/11

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

In exchange for receiving grant funds of up to \$100,000 from the New Hampshire Department of Resources and Economic Development-- the Plymouth Area Renewable Energy Initiative (PAREI or Grantee) agrees to partner with the Lakes Region Community College to provide hands on experience in the field of energy efficiency services for students, contractors, homeowners and NH residents through Installer Trainings, Short Term Courses, Housewarmings, Mentoring Programs and a statewide rental equipment pilot program. PAREI agrees to accomplish the following, and to undertake any additional measures necessary to achieve the program goals set forth in its proposal:

Task Number	Task/Milestone	Estimated Timeframe
		Calendar Year
Task 1	<u>Installer Trainings</u> : Partner with LRCC on Curriculum Development. Conduct and market at least three non-certifiable Installer Trainings for contractors, students and homeowners at residential or commercial locations in the process of undergoing a deep energy retrofit project. 6-10 participants	2 in 2011 1 in 2012
Task 2	<u>Short Term Courses/Housewarmings</u> : Conduct at least five short term courses on introductory level weatherization and energy efficiency projects via the hands on PAREI volunteer Housewarming process at NH residential locations for contractors, students and homeowners. 6 – 10 participants	2 in 2011 3 in 2012
Task 3	<u>Instruction and Proctoring</u> : Provide instructor, assistance with curriculum development and proctoring for courses provided through Lakes Region Community College as requested.	January, 2011 - December, 2012
Task 4	<u>Mentoring Program</u> : Develop and implement a mentoring program for newly certified BPI Energy Auditors providing multi level experiences to assist them with gaining the field experience needed to provide quality services to NH residents and businesses including a mentoring experience for workers-in-transition considering entering the field of energy services. Minimum 35 participants.	January, 2011 - December, 2012.
Task 5	<u>Energy Auditor and Installer Equipment Rental Program</u> : Develop and implement a pilot energy auditor and energy installer equipment rental program in Plymouth, NH for the purpose of reducing the business start up cost for contractors and certified energy auditors helping more NH workers re-tool their skills and services for the new energy economy. Document program and assist DRED and LRCC with coordinating and developing two additional statewide rental programs.	January, 2011 – December, 2012

DELIVERABLES

1. The Grantee agrees to prepare and submit quarterly reports to DRED, in a form and manner prescribed by the PUC, beginning 90 days from the date of Governor and Council approval of this grant agreement and continuing throughout the life of the grant. Reports shall include a detailed summary of all work completed, including an account of milestones achieved, and a description of any obstacles encountered as well as any planned milestones that were not achieved. Within thirty (30) days of the conclusion of the grant award, in lieu of a quarterly report Grantee shall submit a final report providing a detailed summary of the results of the grant project, obstacles encountered, and any work from the Scope of Services that was not completed.

2. The Grantee agrees to carefully track any and all reductions in energy use resulting from the programs and activities funded herein. Grantee will take all steps necessary to document pre-project (baseline) energy use and energy expenditures based on at least three years of data. In addition, Grantee will report on reductions in energy use on a quarterly basis to the PUC and the University of New Hampshire, Carbon Solutions New England (CSNE), for purposes of documenting reductions in energy use and greenhouse gas emission reductions. Energy reductions shall be reported, in a format provided by CSNE, for the following fuels as appropriate: electricity, natural gas, distillate fuel oil (#1,2 &4), residual fuel oil (#5 & 6), kerosene, and LPG (propane).

EXHIBIT B

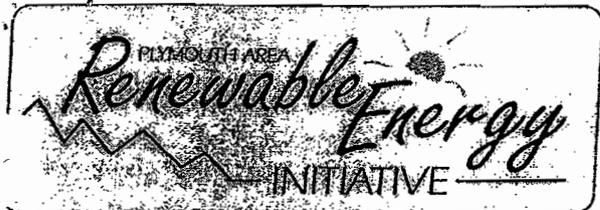
GRANT AMOUNT, TERMS AND METHODS OF PAYMENT

1. In consideration of the satisfactory performance of the services described in Exhibit A the State agrees to pay Plymouth Area Renewable Energy Initiative (Grantee) an amount of up to \$100,000.
2. All obligations of the State, including the continuance of any payments, are contingent on the availability of funds derived from the Greenhouse Gas Emissions Reduction Fund pursuant to RSA 125-O:23.
3. Upon approval of this grant award by Governor and Council, Grantee will invoice the New Hampshire Division of Economic Development, for \$10,000 of the grant award. Thereafter, Grantee will submit invoices for expenses incurred on a monthly basis. Ten (10) percent of the grant funds or up to \$10,000 will be held back until completion of the project. Payment on this final 10% will be made after Grantee provides a final grant report, no later than 30 days from the end of this grant agreement, June 30, 2013.
4. Invoices will be reviewed and measured against the scope of services and approved by the Business Energy Efficiency Program Manager or his designee.
5. Invoices will be submitted to: DRED Business Office, 172 Pembroke Road, Concord, NH 03302-1856.
6. The State agrees to make payments to the Grantee within 30 days from the receipt of approved invoices.

EXHIBIT C

SPECIAL PROVISIONS

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Plan for Your Energy Future

Corporate Resolution Authorization To Execute Contract

The Board of Directors of the Plymouth Area Renewable Energy Initiative does authorize and direct Sandra Jones, Co-Director, Plymouth Area Renewable Energy Initiative to enter into contract with the Division of Resources and Economic Development for \$100,000 to implement the Efficiency Training Program funded by NH Public Utilities Commission RGGI program from April, 2011- December, 2012.

The Board further authorizes and directs Sandra Jones to take such action as necessary in conjunction with the performance of said contract. Authorization was granted through an action of the Board of Directors on Tuesday, February 15, 2011.

Signature

Irene Garvey

Board of Directors President

Plymouth Area Renewable Energy Initiative

Notarization:

Date: 2/17/11

Date: N.H.

MARK YOUNGER, NOTARY PUBLIC
COMMISSION EXPIRES
AUGUST 13, 2013

Signature:

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 PLYMOUTH AREA RENEWABLE ENERGY INITIATIVE is a New Hampshire nonprofit corporation formed February 26, 2004. I further certify that it is in good standing as far as this office is concerned, having filed the return(s) and paid the fees required by law.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 16th day of December A.D. 2010

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

William M. Gardner
Secretary of State

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/16/2010

PRODUCER 603.536.1735 FAX 603.536.4298
 Linda Cox
 Noyes Insurance Agency, Inc.
 PO Box 420
 Plymouth, NH 03264
 PLYMOUTH AREA RENEWABLE ENERGY INITIATIVE
 PO Box 753
 PLYMOUTH, NH 03264

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE		NAIC #
INSURER A:	Peerless Insurance Company	24198
INSURER B:		
INSURER C:		
INSURER D:		
INSURER E:		

COVERAGES
 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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS MADE <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	CBP4485179	10/14/2010	10/14/2011	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
TRUCK LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE \$ RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? yes, describe under SPECIAL PROVISIONS below OTHER				WC STATUTORY LIMITS OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 Educational Services training in Plymouth

CERTIFICATE HOLDER
 State of NH
 DOR
 1 Pembroke Pl
 PO Box 1856
 Concord, NH 03302

CANCELLATION
 SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
NOYES INSURANCE AGENCY, INC.

IMPORTANT

If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/03/2011

PRODUCER 603.536.1735 FAX 603.536.4298
Sally Madden
Noyes Insurance Agency, Inc.
Box 420
Plymouth, NH 03264

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED Plymouth Area Renewable Energy Initiative
PO Box 753
Plymouth, NH 03264

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Travelers	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
		GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea Occ/2000) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER	6KUB9802L36210	12/21/2010	12/21/2011	WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
officers excluded--Peter Adams, Margaret Brox, George Lutz
Coverage State--NH
Insured Applying for Grant

CERTIFICATE HOLDER

State of NH
NH DRED
Reals
Pembroke Road
PO Box 1856
Concord, NH 03302

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY

NOYES INSURANCE AGENCY, INC.
AUTHORIZED REPRESENTATIVE

Sally Madden AGENT

IMPORTANT

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MAR 2011
E25
1550 111 .13

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.