

THE STATE OF NEW HAMPSHIRE

144



TDD Access: Relay NH
1-800-735-2964

Tel. (603) 271-2431

FAX (603) 271-3878

Website:

www.puc.nh.gov

CHAIRMAN
Amy L. Ignatius

COMMISSIONERS
Michael D. Harrington
Robert R. Scott

EXECUTIVE DIRECTOR
Debra A. Howland

PUBLIC UTILITIES COMMISSION

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

June 6, 2013

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

Your Excellency and Honorable Councilors:

REQUESTED ACTION

Authorize the Public Utilities Commission to enter into a contract with ANTARES Group, Inc., Vendor #249529, of Landover, Maryland, in an amount not to exceed \$45,000.00, to provide technical assistance to the New Hampshire Public Utilities Commission in developing procedures for metering and measuring useful thermal energy output from solar, geothermal and thermal biomass renewable energy technologies for the period from Governor and Executive Council approval through June 30, 2014. Funding is 100% Renewable Energy Fund, a non-lapsing special fund continually appropriated to the Commission pursuant to RSA 362-F:10.

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

02-81-81-811510-54540000 Renewable Portfolio Standard 362-F:10

	<u>FY 2013</u>	<u>FY 2014*</u>
010-081-54540000-046-500464 Gen Consultants Non-Benefit	\$25,000.00	\$20,000.00

(*Pending Budget Approval for FY 2014)

EXPLANATION

The Public Utilities Commission (Commission) respectfully requests authority to enter into a contract in an amount not to exceed \$45,000.00 with ANTARES Group, Inc. (ANTARES), a consulting and project development firm specializing in renewable energy technologies, including electricity, heat, and alternative fuels. The Commission oversees the Electric Renewable Portfolio Standard program pursuant to RSA 362-F, *Electric Renewable Portfolio Standard*, and Puc 2500, *Electric Renewable Portfolio Standard*. In June 2012, Senate Bill (SB) 218 amended RSA 362-F to create a Renewable Energy Certificate (REC) Class I subclass for useful thermal energy. RSA 362-F:13, VI-a requires the Commission to develop rules that include procedures for the metering, verification and reporting of useful thermal energy output. The Commission held stakeholder meetings on August 3, 2012 and January 25, 2013 to receive input on the changes resulting from SB 218. The Commission received comments related to the preliminary draft of Puc 2500, but needs additional assistance to prepare a draft

and final rule. Toward that end, the Commission issued a Request for Proposals (RFP) on March 20, 2013, to seek a qualified consultant able to provide technical assistance in developing the procedures for metering and measuring useful thermal energy output from solar, geothermal, and thermal biomass renewable energy technologies.

The Commission received ten responses to the RFP. The Director of the Sustainable Energy Division, the Sustainable Energy Division's Utility Analyst IV, and the Director of Administration reviewed the responses, ranked each response according to the criteria set out in the RFP, and recommended that the Commission enter into a contract with ANTARES.

The price limitation assigned to the contract is based on ANTARES's bid proposal and is intended to cover, as needed, the following tasks, as set forth in the RFP:

1. Develop methodology(ies) for calculating useful thermal energy output for solar thermal and geothermal systems, and thermal biomass renewable energy technologies.
2. Identify and develop specification criteria and/or recognized standards (e.g., specific ASTM standard) for the metering of the useful thermal energy output and/or other parameters used to calculate the useful thermal energy output for such systems and technologies.
3. Present findings to stakeholders; and
4. Draft rule language subject to revision by the Commission and stakeholders.

In addition to the tasks indicated above, the consultant may also be asked to conduct the following additional tasks and subtasks to assist with other portions of the proposed changes to Puc 2500 such as:

5. Developing a methodology for calculating the electric generation associated with the biomass portion of a co-fired electric generating facility;
6. Developing the application requirements and forms for useful thermal energy sources;
7. Developing the application requirements and forms for co-fired electric generating facilities; and
8. Listing qualifications for independent monitors.

As noted in the RFP, cost was a consideration but not the determining factor in the selection of the contractors. The bid responses were measured against criteria such as the quality and extent of the applicant's familiarity and expertise in the field of renewable energy, including solar, geothermal and thermal biomass renewable energy technologies, and in providing similar services; availability and accessibility of staff; ability to perform the requested tasks; and overall responsiveness to the requirements of the RFP.

Through its proposal and an interview, ANTARES stood out among the ten responses received by demonstrating extensive knowledge and expertise in the required areas as well as substantial experience working on similar matters related to thermal energy. Therefore, the Commission has selected, subject to Governor and Council approval, ANTARES Group, Inc. to provide consulting services related to the metering and measurement of thermal energy. ANTARES's proposal was competitive, responsive to the RFP, and offered personnel with outstanding qualifications.

The contract amount will not affect the General Fund. ANTARES's expenses will be covered through the Renewable Energy Fund, pursuant to RSA 362-F:10.

Your consideration of this request is appreciated.

Respectfully submitted,


Amy L. Ignatius
Chairman

ATTACHMENT A – BID REVIEW PROCESS

The PUC issued a Request for Proposals (RFP) on March 20, 2013, for consulting services to provide technical assistance in developing procedures for metering and measuring useful thermal energy output from solar, geothermal, and thermal biomass renewable energy technologies. Bid responses were received from 10 consulting firms.¹

The RFP was published in the Union Leader, posted on the PUC's website, and distributed electronically to approximately 350 consultants for response by April 12, 2013.

The initial review team consisted of Jack Ruderman, Director of the Sustainable Energy Division, Elizabeth Nixon, a Utility Analyst IV with the Sustainable Energy Division, and Lynn Fabrizio, Director of Administration. The team's recommendation was then reviewed and approved by Chairman Ignatius, Commissioner Harrington, and Commissioner Scott.

The review team's preliminary assessment considered the extent to which each bidder had responded to the eight selection criteria set forth in the RFP. Team members reviewed each bid independently and met several times as a group to discuss the proposals and develop consensus scores for each bid. The team scored all proposals using a range of 1 to 10 points for all eight criteria and provided a written recommendation to the Commission. ANTARES Group, Inc. achieved the highest ranking across the board on all counts. Key considerations at this initial stage were the experience and qualifications of the personnel assigned to the project team, the proposed approach, and the overall quality of the proposal.

While a number of the proposals were adequately responsive to the RFP and appeared to meet many of the qualification requirements, the evaluation team unanimously agreed on ANTARES as the top contender who best met the overall requirements and whose proposal reflected high quality and thorough preparation. ANTARES's team consists of qualified engineers and professionals with suitable skills and credentials, and the firm's overall capabilities include substantial experience in thermal energy metering and measurement.

ANTARES was invited to interview by video-conference with the Staff evaluation team. A joint interview was held with ANTARES and its subcontractors on May 6, 2013.

Review of all proposals received revealed the ANTARES project team to be far ahead of the others in terms of qualifications, experience, and overall responsiveness to the RFP. Members of the ANTARES team demonstrated in-depth knowledge and experience regarding renewable energy projects, including thermal energy metering and measurement.

Client references were provided by each bidder. Calls were made to the references for ANTARES, the clear top contender in the review team's estimation. Two of the references called on behalf of ANTARES were excellent; a third reference could not be reached.

The estimated project costs reflected in the 10 bids received ranged from \$21,000 to \$76,000 for the primary tasks. ANTARES's proposal estimate was \$22,912 for the primary tasks plus an additional \$21,771 for the optional tasks set forth in the RFP.

Based on review of the proposals received, the interview with the ANTARES team, and results of reference responses, it was determined that ANTARES has demonstrated superior qualifications

¹ ANTARES Group, Inc.; Arista Solutions LLC; BEAM Engineering; The Cadmus Group, Inc.; ENTECH Engineering, Inc.; GDS Associates, Inc.; GWA Research, LLC; McHale & Associates, Inc.; Vermont Energy Investment Corporation (VEIC); Wilson Engineering Services, PC (WES).

and references, as well as sensitivity to proceeding efficiently and economically. The PUC, therefore, seeks approval of its selection of ANTARES Group, Inc. to provide consulting services concerning metering and measurement of thermal energy and the development of related regulations and the optional tasks outlined in the request for proposal, for a contract total of no greater than \$45,000.

Subject: NHPUC RFP #2013-001

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 03301-2429	
1.3 Contractor Name Antares Group Inc.		1.4 Contractor Address 4351 Garden City Drive, Suite 301; Landover, MD 20785	
1.5 Contractor Phone Number 301-731-1900	1.6 Account Number 54540000-500464	1.7 Completion Date JUNE 30, 2014	1.8 Price Limitation \$ 45,000.00
1.9 Contracting Officer for State Agency AMY IGNATIUS		1.10 State Agency Telephone Number (603) 271-2431	
1.11 Contractor Signature <i>Edward E Gray</i>		1.12 Name and Title of Contractor Signatory Edward E. Gray, President	
1.13 Acknowledgement: State of <u>Maryland</u> , County of <u>Calvert</u> On <u>May 30, 2013</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace [Seal] <i>Laura G. Bebee</i>			
1.13.2 Name and Title of Notary or Justice of the Peace Laura G. Bebee			
1.14 State Agency Signature <i>Amy Ignat</i>		1.15 Name and Title of State Agency Signatory AMY IGNATIUS, CHAIRMAN	
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: <i>[Signature]</i> On: <u>6/10/13</u>			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.
3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("Effective Date").
3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT. Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.
5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.
5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.
5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

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

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. In addition, the Contractor shall comply with all applicable copyright laws.
6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.
6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.
7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.
7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

8. EVENT OF DEFAULT/REMEDIES.

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

- 8.1.1 failure to perform the Services satisfactorily or on schedule;
- 8.1.2 failure to submit any report required hereunder; and/or
- 8.1.3 failure to perform any other covenant, term or condition of this Agreement.

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

- 8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;
- 8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;
- 8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or
- 8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

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

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

10. TERMINATION. In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination

Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

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

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

13. INDEMNIFICATION. The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

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

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

14.1.2 fire and extended coverage insurance covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

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

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than fifteen (15) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be

Contractor Initials *EEA*
Date 30 May 2013

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

ANTARES Group, Inc. (hereinafter referred to as “the Contractor”) will provide technical assistance to the New Hampshire Public Utilities Commission (NHPUC) in developing procedures for metering and measuring useful thermal energy output from solar, geothermal, and thermal biomass renewable energy technologies.

Specific tasks include, but are not necessarily limited to, the following elements as part of the Commission’s rulemaking process:

1. Methodology(ies) for calculating useful thermal energy output for the following:
 - a. Residential and commercial solar thermal systems;
 - b. Residential and commercial geothermal systems; and
 - c. Large and small thermal biomass renewable energy technologies.
2. Specification criteria and/or recognized standards (e.g., specific ASTM standard) for the metering of the useful thermal energy output and/or other parameters used to calculate the useful thermal energy output for the following:
 - a. Residential and commercial solar thermal systems;
 - b. Residential and commercial geothermal systems; and
 - c. Large and small thermal biomass renewable energy technologies.
3. Preliminary and final findings to present to stakeholders at meetings; and
4. Draft and final rule language subject to revision by the Commission and stakeholders.

In addition to the tasks indicated above, the consultant will perform the following additional tasks and subtasks to assist with other portions of the proposed changes to Puc 2500, specifically:

1. Developing a methodology for calculating the electric generation associated with the biomass portion of a co-fired electric generating facility;
2. Developing the application requirements and application forms for useful thermal energy sources;
3. Developing the application requirements and application forms for co-fired electric generating facilities; and
4. Listing qualifications for independent monitors.

Initially, the consultant shall conduct a project scoping meeting with Commission staff. The purpose of the meeting will be to review and refine the scope of work and project approach.

Except as otherwise provided in this contract, the requirements set forth in the NHPUC’s Request for Proposal No. 2013-001 dated March 20, 2013, are incorporated herein by reference as further defining the services to be rendered.

The NHPUC reserves the right to direct the Contractor’s activities and all personnel assignments as the NHPUC deems appropriate. The NHPUC must be notified in writing of any substitutions or changes in personnel available for assignment to the NHPUC.

Contractor Initials CE
Date 5/30/13
Page 1 of 2

EXHIBIT B

BUDGET, LIMITATION ON PRICE, AND PAYMENT

1. **Estimated Budget:** The Contractor will charge for professional consulting services for time involved and expenses incurred for an amount not to exceed \$45,000. Services will be provided as presented in Contractor's response to NHPUC RFP No. 2013-001 dated March 20, 2013 and at the following hourly rates:

Labor Category	Name	Labor Rate (Fully Loaded) (\$/hr)
ANTARES Group Inc.		
Project Engineer II	James Olmstead	145.00
Executive Engineer I	Christopher Lindsey	200.00
Scientist III	Anneliese Schmidt	110.00
Technology Business Analyst II	Timothy Clark	70.00
Sustainable Energy Advantage		
President	Robert Grace	226.60
Senior Consultant	Deborah Donovan	177.16
Meister Consultants Group		
Senior Advisor	Wilson Rickerson	220.00
Senior Advisor	Neil Veilleux	155.00

2. **Price Limitation:** The contract shall not exceed \$45,000.
3. **Method of Payment:** Payment to be made on completion of the work on the basis of monthly invoices which are 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 will provide adequate back-up including the dates and hours worked per individual during the month and the service provided during those hours. Invoices will be submitted to: Business Office, New Hampshire Public Utilities Commission, 21 South Fruit Street, Suite 10, Concord, New Hampshire 03301-2429.

Payments hereunder are contingent upon the availability of funds in the Renewable Energy Fund. In the event that Renewable Energy funds are insufficient or are no longer available, General Funds will not be requested to support this contract.

Contractor Initials CL
Date 5/8/13
Page 1 of 1

EXHIBIT C

SPECIAL PROVISIONS

This page intentionally left blank.

Grantee Initials CC
Date 5/20/21
Page 1 of 1

CERTIFICATE OF AUTHORITY

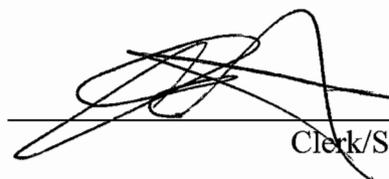
I, Christopher A. Lindsey, Clerk/Secretary of Antares Group Incorporate, do hereby certify that:

- 1. I maintain and have custody of and am familiar with the seal and minute books of the corporation;
- 2. I am authorized to issue certificates with respect to the contents of such books and to affix such seal to such certificate;
- 3. The following is a true and complete copy of the resolution adopted by the board of directors of the corporation at a meeting of that board on _____, 20____, which meeting was held in accordance with the law of the state of corporation and the by-laws of the corporation:

N/A
- 4. The following is a true and complete copy of a by-law adopted at a shareholders meeting on August 19, 2005.
- 5. The forgoing by-laws are in full force and effect, un-amended, as of the date hereof; and
- 6. The following person(s) lawfully occupy the office(s) indicated below:

Edward E. Gray	President
N/A	Vice President
Kevin S. Comer	Treasurer

IN WITNESS WHEREOF, I have set my hand as the Clerk/Secretary of the Corporation this 30th day of May, 2013.



 Clerk/Secretary

(Corporate Seal if any)

STATE OF MARYLAND
COUNTY OF CALVERT

On May 30, 2013, before the undersigned officer personally appeared the person identified in the foregoing certificate known to me (or satisfactorily proven) to be the Clerk/Secretary of the corporation identified in the foregoing certificate, and acknowledge that he/she executed the foregoing certificate.

In witness whereof I hereunto set me hand and official seal.



 Notary Public/Justice of the Peace
 Laura G. Bebee

ARTICLE V – DIVIDENDS AND CONTRACTS

Section 1 - Dividends:

Subject to applicable law, dividends may be declared and paid out of any funds available therefor, as often, in such amounts, and at such time or times as the shareholders may determine.

Section 2 - Contracts:

(a) No contract or other transaction between this Corporation and any other Corporation shall be impaired, affected or invalidated, nor shall any shareholder or director be liable in any way by reason of the fact that such shareholder or director of this Corporation is interested in, or is a shareholder, director or officer of such other Corporation, provided that such facts are disclosed or made known to the remaining shareholders.

(b) Any shareholder, personally and individually, may be a party to or may be interested in any contract or transaction of the Corporation, and no shareholder shall be liable in any way by reason of such interest, provided that the fact of such interest be disclosed or made known to the other shareholders, and provided that the shareholders shall authorize, approve or ratify such contract or transaction by a majority vote not counting the shares of any such shareholder, notwithstanding the presence of any such shareholder at the meeting at which such action is taken. The shares of such shareholder or shareholders may be counted in determining the presence of a quorum at such meeting. This Section shall not be construed to impair or invalidate or in otherwise be valid under the law (common, statutory, or otherwise) applicable thereto.

ARTICLE VI - FISCAL YEAR

The fiscal year of the Corporation shall be fixed by the Board from time to time, subject to applicable law.

ARTICLE VII - CORPORATE SEAL

The corporate seal, if any, shall be in such form as shall be approved from time to time by the shareholders.

ARTICLE VIII - AMENDMENTS

Except as otherwise provided by statute or by the Certificate of Incorporation, all by-laws of the Corporation shall be subject to alteration or repeal, and new by-laws may be made by a majority vote of the shareholders.

person or by his duly authorized attorney, upon surrender for cancellation of the certificate or certificates representing such shares, with an assignment or power of transfer endorsed thereon or delivered therewith, duly executed, with such proof of the authenticity of the signature and of authority to transfer and of payment of transfer taxes as the Corporation or agents may require.

(b) The Corporation shall be entitled to treat the holder of record of any share or shares the absolute owner thereof for all purposes and, accordingly, shall not be bound to recognize any legal, equitable or other claim to, or interest in, such share or shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise expressly provided by law.

Section 12 - Record Date:

In lieu of closing the share records of the Corporation, the shareholders may fix, in advance, a date not exceeding fifty days, or less than ten days, as the record date for the determination of shareholder entitled to receive notice of, or to vote at, any meeting of shareholders, or to consent to any proposal without meeting, or for the purpose of determining shareholders entitled to receive payment of any dividends or allotment of any rights, or for the purpose of any other action. If no record date is fixed, the record date for the determination of shareholders entitled to notice of or to vote at a meeting of shareholders shall be at the close of business on the day next preceding the day on which notice is given, or, if not notice is given, the day on which the meeting is held; the record date for determining shareholders for any other purpose shall be at the close of business on the day on which the resolution of the directors relating thereto is adopted. When a determination of shareholders of record entitled to notice of or to vote at any meeting of shareholders has been made as provided for herein, such determination shall apply to any adjournment thereof, unless the directors fix a new record date for the adjourned meeting.

time it is to continue in force. Such instrument shall be exhibited to the Secretary at the meeting and shall be filed with the records of the Corporation.

(d) Any resolution in writing, signed by all of the shareholders entitled to vote thereon, shall be and constitute action by such shareholders to the effect therein expressed, with the same force and effect as if the same had been duly passed by unanimous vote at a duly called meeting of shareholders and such resolution so signed shall be inserted in the Minute Book of the Corporation under its proper date.

Section 9 - Certificate of Stock:

(a) The certificates representing shares of the Corporation shall be in such form as shall be adopted by the shareholders, and shall be numbered and registered in the order issued. They shall bear the holder's name and the number of shares, and shall be signed by the President and the Secretary, and shall bear the corporate seal.

(b) No certificate representing shares shall be issued until the full amount of consideration therefor has been paid, except as otherwise permitted by law.

(c) The shareholders may authorize the issuance of certificates for fractions of a share which shall entitle the holder to exercise voting rights, receive dividends and participate in liquidating distributions, in proportion to the fractional holdings; or it may authorize the payment in cash of the fair value of fractions of a share as of the time when those entitled to receive such fractions are determined; or it may authorize the issuance, subject to such conditions as may be permitted by law, of scrip in registered or bearer form over the signatures of an officer or agent of the Corporation, exchangeable as therein provided for full shares, but such scrip shall not entitle the holder to any rights of a shareholder, except as therein provided.

Section 10 - Lost or Destroyed Certificates:

The holder of any certificate representing shares of the Corporation shall immediately notify the Corporation of any loss or destruction of the certificate representing the same. The Corporation may issue a new certificate in the place of any certificate theretofore issued by it, alleged to have been lost or destroyed. On production of such evidence of loss or destruction as the shareholders in their discretion, may require, the shareholders may, in their discretion, require the owner of the lost or destroyed certificate or his legal representatives, to give the Corporation a bond in such sum as they may direct, and with such surety or sureties as may be satisfactory to them, to indemnify the Corporation against any claims, loss, liability or damage it may suffer on account of the issuance of the new certificate. A new certificate may be issued without requiring any such evidence or bond when, in the judgment of the shareholders, it is proper so to do.

Section 11 - Transfers of Shares:

(a) Transfers of shares of the Corporation shall be made, in accordance with the Shareholders Agreement, on the share records of the Corporation only by the holder of record thereof, in

any shareholder who attends such meeting in person or by proxy, or to any shareholder, who, in person or by proxy, submits a signed waiver of notice either before or after such meeting. Notice of any adjourned meeting of shareholders need not be given, unless otherwise required by statute.

Section 6 - Chairman of Meetings:

At all meetings of the shareholders, the Chairman of the Board, if present shall preside. If the Chairman is absent the President shall preside. If neither the Chairman or President is present, a chairman, chosen by a majority vote of the shares represented at the meeting, shall act as chairman of the meeting.

Section 7 - Quorum:

(a) Except as otherwise provided herein, or by applicable law, or in the Certificate of Incorporation (such Certificate and any amendments thereof being hereinafter collectively referred to as the ACertificate of Incorporation@), or in the Shareholders Agreement, at all meetings of shareholders of the Corporation, the presence at the commencement of such meetings in person or by proxy of shareholders holding of record a majority of the total number of shares of the Corporation then issued and outstanding and entitled to vote, shall be necessary and sufficient to constitute a quorum for the transaction of any business. The withdrawal of any shareholder after the commencement of a meeting shall have no effect on the existence of a quorum, after a quorum has been established at such meeting.

(b) Despite the absence of a quorum at any annual or special meeting of shareholders meeting, the shareholders, by a majority of the votes cast by the holders of shares entitled to vote thereon, may adjourn the meeting.

Section 8 - Voting:

(a) Except as otherwise provided herein or required by statute, by the Certificate of Incorporation, or by the Shareholders Agreement, any corporate action, to be taken by vote of the shareholders, shall be authorized by a majority of votes cast at a meeting of shareholders by the holders of shares entitled to vote thereon with the exception of the sale of Corporation to an external buyer.

(b) Except as otherwise provided herein or by statute or by the Certificate of Incorporation, at each meeting of shareholders, each holder of record of stock of the Corporation entitled to vote thereat, shall be entitled to one vote for each share of stock registered in his name on the books of the Corporation.

(c) Each shareholder entitled to vote or to express consent or dissent without a meeting, may do so by proxy; provided, however, that the instrument authorizing such proxy to act shall have been executed in writing by the shareholder himself, or by his attorney-in-fact thereunto duly authorized in writing. No proxy shall be valid after the expiration of eleven months from the date of its execution, unless the persons executing it shall have specified therein the length of

deeds, contracts and other obligations and instruments of the Company shall be signed. The Board is authorized to designate or provide the method of designating depositories of the funds of the Corporation and to determine or provide the method of determining the manner in which checks, notes, bills of exchange and similar instruments shall be signed, countersigned or endorsed.

ARTICLE IV – SHAREHOLDERS AND STOCK

Section 1 - Annual Shareholder Meetings:

The annual meeting of the shareholders shall be held at the principal office of the Corporation in Landover, Maryland or elsewhere within or without the State of Maryland, as shall be designated in the notices or waivers of notice of such meetings.

The annual meeting of the shareholders of the Corporation shall be held within four months after the close of the fiscal year of the Corporation, for the purpose of electing directors and transacting such other business as may properly come before the meeting.

Section 3 - Special Meetings:

Special meetings of the shareholders may be called on any business day by the President, the Chairman of the Board, or the Secretary at the written request of the holders of ten percent (10%) of the shares then outstanding and entitled to vote thereat, or as otherwise required under the provisions of the Corporate Law.

Section 5 - Notice of Meetings:

(a) Written notice of each meeting of shareholders, whether annual or special, stating the time when and place where it is to be held, shall be served either personally or by mail, not less than ten (10) or more than sixty (60) days before the meeting, upon each shareholder of record entitled to vote as such meeting, and to any other shareholder to whom the giving of notice may be required by law or by the Shareholders Agreement. Notice of a special meeting shall also state the purpose or purposes for which the meeting is called, and shall indicate that it is being issued by, or at the direction of, the person or persons calling the meeting. If, at any meeting, action is proposed to be taken that would if taken, entitle shareholders to receive payment for their shares pursuant to applicable law, the notice of such meeting shall include the statement of the purpose and to that effect. If mailed, such notice shall be directed to each such shareholder at his address, as it appears on the records of the shareholders of the Corporation, unless he shall have previously filed with the Secretary of the Corporation a written request that notices intended for him be mailed to some other address, in which case, it shall be mailed to the address designated in such request.

(b) Notice of any meeting need not be given to any person who may become a shareholder of record after the mailing of such notice and prior to the meeting, or to any shareholder who may become a shareholder of record after the mailing of such notice and prior to the meeting, or to

b) The Secretary: The Secretary shall attend all sessions of the Board and all meetings at the stockholders and act as clerk thereof, and record all the votes of the Corporation and the minutes of all its transactions in a book to be kept for that purpose, and shall perform like duties for all committees of the Board when required. He shall give, or cause to be given, notice of all meetings of the stockholders and of the Board; shall keep a current register of the post office address of each director; and shall perform such other duties as may be prescribed by the Board. He shall keep in safe custody the corporate seal of the Corporation, and when authorized by the Board, affix the same to any instrument requiring it.

c) Treasurer: The Treasurer shall have custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Corporation, and shall keep the moneys of the Corporation in separate account to the credit of the Corporation. He shall disburse the funds of the Corporation as may be ordered by the Board, taking proper vouchers for such disbursements, and shall render to the President and the Board, at the regular meetings of the Board, or whenever they may require it, an account of all his transactions as Treasurer and of the financial condition of the Corporation. As required by the Board or the President, the Treasurer shall submit the books and records to a Certified Public Accountant or other accountant for annual audit or review; and shall perform such other duties as may be prescribed by the Board.

Section 6 - Sureties and Bonds:

In case the Board shall so require, any officer, employee or agent of the Corporation shall execute to the Corporation a bond in such sum, and with such surety or sureties as the Board may direct, conditioned upon the faithful performance of his duties to the Corporation, including responsibility for negligence and for the accounting for all property, funds or securities of the Corporation which may come into his hands.

Section 7 – Stock rights held by the company:

Whenever the Corporation is the holder of shares of any other Corporation, any right or power of the Corporation as such shareholder (including the attendance, acting and voting at shareholders= meetings and execution of waivers, consents, proxies or other instrument,) may be exercised on behalf of the Corporation by the Board of Directors or such other person as the Board of Directors may authorize.

Section 8 -- Compensation:

Compensation of all officers and agents of the Corporation shall be fixed by the Board of Directors.

Section 9 -- Signing Checks and Other Instruments:

The Board is authorized to determine or provide the method of determining the manner in which

ARTICLE III – OFFICERS

Section 1 - Number, Qualifications, Election and Term of Officers:

- (a) The officers of the Corporation shall consist of a President, a Secretary, a Treasurer, and such other officers, as the Board may, from time to time, deem advisable. Any two or more offices may be held by the same person.
- (b) The officers of the Corporation shall be elected by the Board at the April meeting of the Board.
- (c) Each officer shall hold office until the April meeting of the Board next succeeding his election, and until his successor shall have been elected and qualified, or until his death, resignation or removal.

Section 2 – Resignation of Officers:

Any officer may resign at any time by giving written notice of such resignation to the President or the Secretary of the Corporation, unless otherwise specified in such written notice, such resignation shall take effect upon receipt thereof by such officer, and the acceptance of such resignation shall not be necessary to make it effective.

Section 3 – Removal of Officers:

Any officer may be removed, either with or without cause, and a successor elected by the Board at any time.

Section 4 – Vacancies of Officers:

A vacancy in any office by reason of death, resignation, inability to act, disqualification, or any other cause, may at any time be filled for the unexpired portion of the term by the Board.

Section 5 - Duties of Officers:

- a) **President:** The President shall see that all orders and resolutions of the Board are carried into effect, subject, however, to the right of the directors to delegate any specific powers, except such as may be by statute exclusively conferred on the President, to any other officer or officers of the Corporation. He shall execute bonds, mortgages and other contracts requiring a seal, under the seal of the Corporation. He shall be EX-OFFICIO a member of all committees. He shall have general and active management of the business of the Corporation, subject, however, to the right of the Board to delegate any specific powers, except such as may be by statute exclusively conferred on the President, to any other officer or officers of the Corporation. He shall have the general power and duties of supervision and management usually vested in the office of President of a Corporation.

provided for by the Board. Participation of any one or more members of the committee by means of a conference telephone or similar communications equipment allowing all persons participating in the meeting to hear each other at the same time, shall constitute presence in person at any such meeting. Any action authorized in writing by all of the members of a committee entitled to vote thereon and filed with the minutes of the committee shall be the act of the committee with the same force and effect as if the same had been passed by unanimous vote at a duly called meeting of the committee.

Section 10 – Composition of Board:

The Board of Directors shall be composed at a minimum of three shareholders in the Company. Election of Board members is governed first by provisions of the Stockholder Agreement which provides Board membership for Founding Stockholders. The first of the remaining board members shall be chosen from and by the shareholders who are not guaranteed a position on the board. Any additional board members will be elected by majority vote of all shareholders. If upon a majority vote at a special or regular meeting of the shareholders additional directors are desired, the Board shall have the authority to retain additional individuals from within or outside of the Corporation to serve on the Board. The term of each directorship will be one year.

participate in a meeting of the Board of Directors or any committee thereof by means of a conference telephone allowing all persons participating in the meeting to hear each other at the same time. Participation by such means shall constitute presence in person at such meeting.

Section 5 - Chairman of Meetings:

At all meetings of the Board of Directors, the Chairman of the Board, if present, shall preside. If the Chairman of the Board is absent, a chairman chosen by a majority of the Board members present shall act as chairman of the meeting. The Chairman of the Board shall be elected by the members of the Board of Directors at the April Board Meeting.

Section 6 - Quorum: Except as otherwise provided herein, or in the Certificate of Incorporation (such Certificate and any amendments thereof being hereinafter collectively referred to as the "Certificate of Incorporation"), or to the extent prohibited by applicable law:

(a) At all meetings of the Board, a majority of the directors in office at that time shall constitute a quorum for the transaction of business. The withdrawal of any Board member after the commencement of a meeting shall have no effect on the existence of a quorum, after a quorum has been established at such meeting.

(b) Despite the absence of a quorum at any meeting of the Board, the Board members, by a majority of the votes of members present, may adjourn the meeting.

Section 7 - Voting:

At all meetings of the Board, each director shall have one vote. Any action to be taken by vote of the Board shall be authorized by a majority of votes cast at a meeting of Board members, provided that any proposed external transfer of common stock shall be governed by Section 1.4 of that certain Shareholders Agreement dated April 26, 2005 (the "Shareholders Agreement").

Section 8 - Duties and Powers:

The Board shall be responsible for the control and management of the affairs, property and interests of the Corporation, and may exercise all powers of the Corporation.

Section 9 - Committees:

The Board may, from time to time, designate from among its members an executive committee and such other committees, and alternate members thereof, as they deem desirable, each consisting of three or more members, with such powers and authority (to the extent permitted by applicable law) as may be provided in such resolution. Each such committee shall serve at the pleasure of the Board. At all meetings of a committee, presence of all members of the committee shall be necessary to constitute a quorum for the transaction of business, except as otherwise

AMENDED AND RESTATED BY-LAWS

-OF-

ANTARES GROUP INCORPORATED

August 19, 2005

ARTICLE 1 – CORPORATE OFFICES

The office of the Corporation shall be located in Landover, Maryland in Prince George's County. The Corporation may also maintain offices at such other places within or without the United States as the Board of Directors may, from time to time, determine.

ARTICLE II - BOARD OF DIRECTORS

Section 1 - Regular Board Meetings:

The Board will meet quarterly in January, April, July, and October. In addition, the Board may provide by resolution, from time to time, for the holding of special meetings of the Board and may affix the time and place thereof.

Section 3 - Place of Meeting

Unless otherwise specified as permitted hereunder, all meetings of the Board shall be held at the principal office of the Corporation, or at such other places within the United States as shall be designated in the notices or waivers of notice of such meetings.

Section 4 - Notice of Meetings:

(a) Written notice of each meeting of Board, whether regular or special, stating the time when and place where it is to be held, shall be served by the Secretary either personally or by mail, not less than 10 or more than sixty days before the meeting, upon each Board member. Notice of a special meeting shall also state the purpose or purposes for which the meeting is called, and shall indicate that it is being issued by, or at the direction of, the person or persons calling the meeting. If, at any meeting, action is proposed to be taken that would if taken, entitle shareholders to receive payment for their shares pursuant to the Business Corporation Law, the notice of such meeting shall include the statement of the purpose and to that effect. If mailed, such notice shall be directed to each Board member at his address, as it appears on the records of the Corporation, unless he shall have previously filed with the Secretary of the Corporation a written request that notices intended for him be mailed to some other address, in which case, it shall be mailed to the address designated in such request.

(b) Any one or more members of the Board of Directors or any committee thereof may

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 Antares Group Incorporated a(n) Delaware corporation, is authorized to transact business in New Hampshire and qualified on May 29, 2013. I further certify that all fees and annual reports required by the Secretary of State's office have been received.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 6th day of June, A.D. 2013

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

William M. Gardner
Secretary of State



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/31/2013

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

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

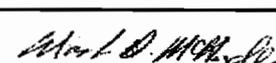
PRODUCER The McArdle Agency, Inc. 7061 Deepage Drive, Ste. 102 Columbia, MD 21045	CONTACT NAME: PHONE (A/C, No, Ext): (410)381-9200 FAX (A/C, No): (410)381-7131 E-MAIL ADDRESS: info@mcardleins.com	
	INSURER(S) AFFORDING COVERAGE NAIC #	
INSURED Antares Group, Inc. 4351 Garden City Drive, 3rd Floor, Landover, MD 20785	INSURER A: Hartford Casualty Insurance Co 29424	
	INSURER B: Hartford Fire Insurance Co 19682	
	INSURER C: Sentinel Insurance 11000	
	INSURER D:	
	INSURER E:	
	INSURER F:	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	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 checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			30 UUNPC6481	7/14/12	7/14/14	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
C	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			30 UUNPC6481	7/14/12	7/14/14	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			30XHUPC5840	7/14/12	7/14/14	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	30WECLE4004	3/13/13	3/13/14	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input 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

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

CERTIFICATE HOLDER Director of Administration & Assistant Exec. Director New Hampshire Public Utilities Commission 21 South Fruit Street Suite 10 Concord, NH 03301	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
---	---