



MARGARET WOOD HASSAN  
GOVERNOR

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

MAR 21 '13 AM 10:12



7 8B

March 1, 2013

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

ARRA  
FUNDS

NH RECOVERY  
putting new NH to work



Sole Source

**REQUESTED ACTION**

Authorize the Office of Energy and Planning (OEP) to amend a **SOLE SOURCE** contract with the City of Berlin, NH (Vendor #177362) in the amount of \$468,268.00, for completion of Beacon Communities Project activities specific to Berlin, by extending the completion date from May 31, 2013 to August 30, 2013. No additional funding is involved with this time extension. The original contract was approved by Governor and Council on September 22, 2010, Item #8 and amended on August 10, 2011, Item #7. 100% Federal Funds.

**EXPLANATION**

This contract is being extended to allow additional weatherization and related work to be completed from May 31, 2013, to August 30, 2013. The US Department of Energy has approved this no-cost extension.

The intent of the Contract is to provide funding to the City of Berlin, NH for its supportive services in implementing the Beacon Communities Project, a community driven program aimed at achieving significant energy reductions through the retrofitting of residential, commercial, industrial and municipal buildings. The project is accomplishing these goals and is creating innovative financing mechanisms, engaging in community outreach, and strengthening NH's workforce capacity for energy efficiency improvements. Funding for this contract is from the American Recovery and Reinvestment Act, through a proposal submitted by OEP in response to a competitive solicitation from the federal Department of Energy.

In the event that Federal Funds are no longer available, General Funds will not be requested to support this program.

Respectfully,

Meredith A. Hatfield  
Director  
Office of Energy and Planning

MAH/KPC  
Attachments



**NHRECOVERY**  
putting new hampshire to work



OFFICE OF ENERGY AND PLANNING

SUBJECT: CONTRACT WITH CITY OF BERLIN

AMENDMENT

This Amendment dated March 1, 2013, is between the State of New Hampshire, Office of Energy and Planning, 107 Pleasant St., Concord, Merrimack County, NH 03301 (hereinafter referred to as the "State") and the City of Berlin, 168 Main St, Berlin, NH 03570 (hereinafter referred to as the "Contractor").

Pursuant to an Agreement (hereinafter referred to as the "Agreement"), Contract Number 1012251, as approved by Governor and Council on September 22, 2010 (Item #8) and amended August 10, 2011 (Item #7), the Contractor has agreed to provide certain Services, per the terms and conditions specified in the Agreement and in consideration of payment by the State of certain sums as specified therein.

WHEREAS, The State and the Contractor have agreed to amend the Agreement in certain respects;

NOW THEREFORE, in consideration of the foregoing and of the covenants and conditions in the Agreement as set forth herein, the parties agree to the following:

1. **Amendment and Modification of Agreement.** The Agreement is amended and modified as follows:
  - A) Amend Contract completion date by striking the current contract ending date of May 31, 2013, and inserting August 30, 2013, wherever it occurs.
2. **Continuance of Agreement.** Except as specifically amended and modified by the Terms and Conditions of this Amendment, obligations of the parties hereunder shall remain in full force and effect in accordance with the terms and conditions set forth in the Agreement as it existed immediately prior to this Amendment.

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

STATE OF NEW HAMPSHIRE  
Office of Energy and Planning

By:   
Meredith A. Hatfield, Director

Contractor Initial:   
Date: 3/14/13

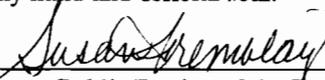
City of Berlin

By:   
Patrick MacQueen, City Manager

State of New Hampshire  
County of Coes

On this day of 11<sup>th</sup> of March, 2013, before me, Susan Tremblay, the undersigned officer, personally appeared Patrick MacQueen, who acknowledged himself to be the City Manager of Berlin, NH, a corporation, and that he, as such City Manager, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as City Manager.

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

  
Notary Public/Justice of the Peace



My Commission expires:

Approved as to form, execution and substance:

OFFICE OF THE ATTORNEY GENERAL

By:   
Assistant Attorney General

Date: 3-19-13

I hereby certify that the foregoing contract was approved by the Governor and Council of the State of New Hampshire at their meeting on \_\_\_\_\_, \_\_\_\_\_.

OFFICE OF THE SECRETARY OF STATE

By: \_\_\_\_\_

Title: \_\_\_\_\_

Contractor Initials   
Date 3/11/13

**Work Session**  
**March 4, 2013**

Present were Mayor Grenier, Councilors Otis, Remillard, Benski, Morgan Allain, Higbee, Rozek, Theberge; Councilor Nelson was absent.

Others present Patrick MacQueen, Pamela Laflamme

Mayor Grenier opened the meeting at 6:30 p.m.

**Better Buildings Contract Amendment**

Pamela Laflamme explained that there was \$200,000 in the Better Buildings budget for marketing and to this point about \$40,000 has been spent. Both Plymouth and Nashua have marketing money left as well. Lengthening the contract period to find an appropriate avenue for these funds is being proposed; that contract extension would be until August 31 of this year. The extension is not for the entire grant and does not extend the programming which will still end May 31, 2013. The final decision would go to the Governor and Council.

Councilor Rozek moved with a second from Council Theberge to accept an extension of the Better Buildings contract with the Office of Energy & Planning to amend the end date of the contract from 5/31/2013 to 8/31/2013; the motion carried.

**CERTIFICATE FOR  
MUNICIPALITIES**

I, *(insert name)* City Clerk, of *(insert Municipality name)* Berlin, do hereby certify to the following assertions:

1. I am a duly ~~elected~~/appointed and acting Clerk/~~Secretary~~ for the Municipality documented above, which is in the *(insert name of State)* State of New Hampshire.
2. I maintain and have custody of, and am familiar with, the minute books of the Municipality;
3. I am duly authorized to issue certificates with respect to the contents of such books;
4. The following are true, accurate and complete copies of the resolutions adopted during an official meeting of the Municipality. Said meeting was held in accordance with the laws and by-laws of the State, upon the date: *(insert meeting)* March 4, 2013

**RESOLVED:** That this Municipality shall enter in a contract with the State of New Hampshire, acting by and through the City Manager providing for the performance by this Municipality of certain services as documented within the foregoing ~~lease~~/contract, and that the official listed, *(document the official authorizing the contract, and document the name of the individual filling that position)* Patrick MacQueen, City Manager on behalf of this Municipality, is authorized and directed to the said ~~lease~~/contract with the State of New Hampshire, and that they are to take any and all such may be deemed necessary, desirable or appropriate in order to execute, seal, acknowledge and deliver documents, agreements and other instruments on behalf of this Municipality.

**RESOLVED:** That the signature of the above authorized party or parties of this Municipality, when affixed to any instrument of document described in, or contemplated by, this resolution, shall be conclusive authority of said parties to bind this Municipality, thereby:

5. The foregoing resolutions have not been revoked, annulled, or amended in any manner whatsoever, and in full force and effect as of the date hereof;
6. The following person or persons have been duly elected to, and now occupy, the office or Offices *(the appropriate names of individuals for each titled position)*

Municipality Mayor: Paul Grenier  
Municipality Clerk: Debra A. Patrick, CMC  
Municipality Treasurer: Gerald Dumoulin

**IN WITNESS WHEREOF:** As the Clerk/Secretary of this municipality, I sign below upon this date: *(insert date of signing)* March 14, 2013  
Clerk/Secretary Debra A. Patrick, CMC  
In the State and County of: New Hampshire – Coos County

**NOTARY STATEMENT:** As Notary Public and/or Justice of the Peace, REGISTERED IN THE State of New Hampshire, COUNTY OF: Coos UPON THIS DATE *(insert full date)* \_\_\_\_\_, appeared before me *(print full name of notary)* Susan Tremblay, Notary Public, the undersigned officer personally appeared *(insert officer's Name)* Debra Patrick, City Clerk who acknowledged him/herself to be *(insert title, and name of Municipality)* City Clerk of Berlin, NH and that being authorized to do so, he/she executed the foregoing instrument for the purposes therein contained, by signing by him/herself

In witness whereof I hereunto set my hand and official seal. *(provide signature, seal and expiration of notary)*

Susan Tremblay





## CERTIFICATE OF COVERAGE

The New Hampshire Public Risk Management Exchange (Primex<sup>3</sup>) is organized under the New Hampshire Revised Statutes Annotated, Chapter 5-B, Pooled Risk Management Programs. In accordance with those statutes, its Trust Agreement and bylaws, Primex<sup>3</sup> is authorized to provide pooled risk management programs established for the benefit of political subdivisions in the State of New Hampshire.

Each member of Primex<sup>3</sup> is entitled to the categories of coverage set forth below. In addition, Primex<sup>3</sup> may extend the same coverage to non-members. However, any coverage extended to a non-member is subject to all of the terms, conditions, exclusions, amendments, rules, policies and procedures that are applicable to the members of Primex<sup>3</sup>, including but not limited to the final and binding resolution of all claims and coverage disputes before the Primex<sup>3</sup> Board of Trustees. The Additional Covered Party's per occurrence limit shall be deemed included in the Member's per occurrence limit, and therefore shall reduce the Member's limit of liability as set forth by the Coverage Documents and Declarations. The limit shown may have been reduced by claims paid on behalf of the member. General Liability coverage is limited to Coverage A (Personal Injury Liability) and Coverage B (Property Damage Liability) only. Coverage's C (Public Officials Errors and Omissions), D (Unfair Employment Practices), E (Employee Benefit Liability) and F (Educator's Legal Liability Claims-Made Coverage) are excluded from this provision of coverage.

The below named entity is a member in good standing of the New Hampshire Public Risk Management Exchange. The coverage provided may, however, be revised at any time by the actions of Primex<sup>3</sup>. As of the date this certificate is issued, the information set out below accurately reflects the categories of coverage established for the current coverage year.

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 coverage categories listed below.

<i>Participating Member:</i>	<i>Member Number:</i>	<i>Company Affording Coverage:</i>
City Of Berlin City Hall 168 Main Street Berlin, NH 03570	120	NH Public Risk Management Exchange - Primex <sup>3</sup> Bow Brook Place 46 Donovan Street Concord, NH 03301-2624

Type of Coverage	Effective Date (mm/dd/yyyy)	Expiration Date (mm/dd/yyyy)	Limits - NH Statutory Limits May Apply, If Not	
<b>General Liability (Occurrence Form)</b> <b>Professional Liability (describe)</b> <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence			Each Occurrence	\$
			General Aggregate	\$
			Fire Damage (Any one fire)	\$
			Med Exp (Any one person)	\$
<b>Automobile Liability</b> Deductible    Comp and Coll: <input type="checkbox"/> Any auto			Combined Single Limit (Each Accident)	
			Aggregate	
<input checked="" type="checkbox"/> <b>Workers' Compensation &amp; Employers' Liability</b>	7/1/2012	7/1/2013	<input checked="" type="checkbox"/> Statutory	
			Each Accident	\$2,000,000
			Disease – Each Employee	\$2,000,000
			Disease – Policy Limit	\$
<input type="checkbox"/> <b>Property (Special Risk includes Fire and Theft)</b>			Blanket Limit, Replacement Cost (unless otherwise stated)	

**Description:** Proof of Primex Member coverage only.

<b>CERTIFICATE HOLDER:</b>	<b>Additional Covered Party</b>	<b>Loss Payee</b>	<b>Primex<sup>3</sup> – NH Public Risk Management Exchange</b>
			<b>By:</b> <i>Tammy Dewar</i>
Office of Energy & Planning 4 Chenell Dr Concord, NH 03301			<b>Date:</b> 3/5/2013    tdenver@nhprimex.org
			Please direct inquiries to: <b>Primex<sup>3</sup> Claims/Coverage Services</b> 603-225-2841 phone 603-228-3833 fax



## CERTIFICATE OF COVERAGE

The New Hampshire Public Risk Management Exchange (Primex<sup>3</sup>) is organized under the New Hampshire Revised Statutes Annotated, Chapter 5-B, Pooled Risk Management Programs. In accordance with those statutes, its Trust Agreement and bylaws, Primex<sup>3</sup> is authorized to provide pooled risk management programs established for the benefit of political subdivisions in the State of New Hampshire.

Each member of Primex<sup>3</sup> is entitled to the categories of coverage set forth below. In addition, Primex<sup>3</sup> may extend the same coverage to non-members. However, any coverage extended to a non-member is subject to all of the terms, conditions, exclusions, amendments, rules, policies and procedures that are applicable to the members of Primex<sup>3</sup>, including but not limited to the final and binding resolution of all claims and coverage disputes before the Primex<sup>3</sup> Board of Trustees. The Additional Covered Party's per occurrence limit shall be deemed included in the Member's per occurrence limit, and therefore shall reduce the Member's limit of liability as set forth by the Coverage Documents and Declarations. The limit shown may have been reduced by claims paid on behalf of the member. General Liability coverage is limited to Coverage A (Personal Injury Liability) and Coverage B (Property Damage Liability) only. Coverage's C (Public Officials Errors and Omissions), D (Unfair Employment Practices), E (Employee Benefit Liability) and F (Educator's Legal Liability Claims-Made Coverage) are excluded from this provision of coverage.

The below named entity is a member in good standing of the New Hampshire Public Risk Management Exchange. The coverage provided may, however, be revised at any time by the actions of Primex<sup>3</sup>. As of the date this certificate is issued, the information set out below accurately reflects the categories of coverage established for the current coverage year.

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 coverage categories listed below.

<i>Participating Member:</i> City Of Berlin City Hall 168 Main Street Berlin, NH 03570		<i>Member Number:</i>  120	<i>Company Affording Coverage:</i> NH Public Risk Management Exchange - Primex <sup>3</sup> Bow Brook Place 46 Donovan Street Concord, NH 03301-2624			
Type of Coverage		Effective Date (mm/dd/yyyy)	Expiration Date (mm/dd/yyyy)	Limits - NH Statutory Limits May Apply		
<input checked="" type="checkbox"/>	<b>General Liability (Occurrence Form)</b>	7/1/2012	7/1/2013	Each Occurrence		
<b>Professional Liability (describe)</b> <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence				General Aggregate		\$ 2,000,000
				Fire Damage (Any one fire)		\$
				Med Exp (Any one person)		\$
<b>Automobile Liability</b> Deductible    Comp and Coll: \$1,000 <input type="checkbox"/> Any auto				Combined Single Limit (Each Accident)    \$ Aggregate    \$		
<b>Workers' Compensation &amp; Employers' Liability</b>				Statutory		
				Each Accident		\$
				Disease – Each Employee		\$
				Disease – Policy Limit		\$
<b>Property (Special Risk includes Fire and Theft)</b>				Blanket Limit, Replacement Cost (unless otherwise stated)		
<b>Description:</b> CDFA Grant. The certificate holder is named as Additional Covered Party, but only to the extent liability is based on the negligence or wrongful acts of the member, its employees, agents, officials or volunteers. This coverage does not extend to others. Any liability resulting from the negligence or wrongful acts of the Additional Covered Party, or their employees, agents, contractors, members, officers, directors or affiliates is not covered. The Participating Member will advise of cancellation no less than 15 days prior to cancellation.						

<b>CERTIFICATE HOLDER:</b>	<input checked="" type="checkbox"/>	<b>Additional Covered Party</b>		<b>Loss Payee</b>	<b>Primex<sup>3</sup> – NH Public Risk Management Exchange</b>
Office of Energy & Planning 4 Chenell Dr Concord, NH 03301					<b>By:</b> <i>Tammy Denver</i>
					<b>Date:</b> 3/5/2013    tdenver@nhprimex.org
					Please direct inquires to: <b>Primex<sup>3</sup> Risk Management Services</b> 603-225-2841 phone 603-228-3833 fax



**STATE OF NEW HAMPSHIRE  
OFFICE OF ENERGY AND PLANNING**



John H. Lynch  
Governor

4 Chenell Dr.  
Concord, NH 03301-8519  
Telephone: (603) 271-2155  
Fax (603) 271-2615

July 27, 2011



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

Approval by the Governor  
and Council on 8/10/11  
Agenda Item 7

**REQUESTED ACTION**

- 1) The Office of Energy and Planning (OEP) respectfully requests authorization to amend a contract (Contract #1012251) with the City of Berlin (Vendor # 177362), Berlin, NH for a not to exceed amount of \$268,268 for an advance payment effective upon Governor and Council approval through May 31, 2013. This advancement will not change the original contract amount of \$468,268 approved by Governor and Council on September 22, 2010 (#8). 100% Federal Funds – American Recovery and Reinvestment Act
- 2) Further authorize a second amendment to this contract (Contract #1012251) with the City of Berlin (Vendor # 177362), Berlin, NH to change the scope of service to allow for an increase to the direct support with an offsetting reduction in marketing/outreach efforts effective upon Governor and Council approval through May 31, 2013. This action will not increase the original contract amount of \$468,268 approved by Governor and Council on September 22, 2010 (#8), 100% Federal Funds – American Recovery and Reinvestment Act

No additional funding is involved in this amendment.

**EXPLANATION**

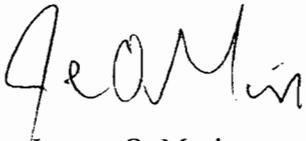
The intent of this Contract is to provide funding to City of Berlin, New Hampshire for its supportive services in implementing the Beacon Communities Project that was inspired through the work of the Energy Efficiency and Sustainable Energy Board. The Beacon Communities Project intends to implement a community-driven program aimed at significant energy reductions through the retrofitting of buildings across multiple sectors, including residential, commercial, industrial and municipal. Funding for this contract is from the American Recovery and Reinvestment Act, per a proposal OEP submitted to a competitive solicitation from the federal Department of Energy. The City of Berlin is receiving \$200,000 for marketing and outreach efforts, and \$268,268 to fund a community field office staff. The City of Berlin has subcontracted to the Community Development Finance Authority (CDFA) to staff its community office and be responsible for its federal reporting requirements. Berlin had not fully realized the complexity of the federal requirements when they agreed to participate in this grant opportunity. An advance of the funding for

the salaries and benefits of the community office staff will significantly ease Berlin's administrative burden. Berlin will then be able to advance the funding to CDFA which will then report on all federal requirements (including detailed expenditures, jobs, energy savings, etc.) directly to the Office of Energy and Planning.

In addition, Berlin will be allowed to charge up to \$20,000 from the \$200,000 marketing and outreach budget for its direct support services to the program.

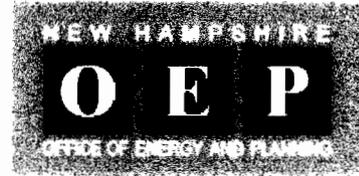
In the event that Federal Funds are no longer available, General Funds will not be requested to support this program.

Sincerely,

A handwritten signature in black ink, appearing to read "Joanne O. Morin". The signature is fluid and cursive, with the first name "Joanne" being the most prominent part.

Joanne O. Morin  
Director  
Office of Energy and Planning

JOM/ES  
Attachments



OFFICE OF ENERGY AND PLANNING

SUBJECT: CONTRACT WITH CITY OF BERLIN

AMENDMENT

This Amendment dated August 10, 2011, is between the State of New Hampshire, Office of Energy and Planning, 4 Chenell Drive, Concord, Merrimack County, New Hampshire 03301 (hereinafter referred to as the "State") and the City of Berlin, 168 Main St, Berlin, NH 03570 (hereinafter referred to as the "Contractor").

Pursuant to an Agreement (hereinafter referred to as the "Agreement"), Contract Number 1012251, as approved by Governor and Council on September 22, 2010 (Item no. 8), the Contractor has agreed to provide certain Services, per the terms and conditions specified in the Agreement and in consideration of payment by the State of certain sums as specified therein.

WHEREAS, The State and the Contractor have agreed to amend the Agreement in certain respects;

NOW THEREFORE, in consideration of the foregoing and of the covenants and conditions in the Agreement as set forth herein, the parties agree to the following:

1. **Amendment and Modification of Agreement.** The Agreement is amended and modified as follows:

A) **Exhibit A 9.d.:** Replace Exhibit A.9.d. to read as follows:

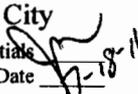
Reimburse the City for costs incurred for administrative and program costs, on a monthly basis and, upon request, advance CDFA's field office staff costs up to \$268,268.

B) **Exhibit B 2.1.1.:** Replace Exhibit B. 2.1.1 to read as follows:

OEP shall either, at the City's request, advance all or part of \$268,268 described in paragraph 3(b) of Exhibit A or upon receipt and approval of itemized monthly invoices and supporting documentation from the City shall disburse payments for incurred costs. OEP shall not disburse any of these funds until such time as the subrecipient agreement between the City and CDFA specified in Exhibit A, and any other agreements or documents specified pursuant to this Agreement, are fully executed and received, and where applicable are reviewed and approved in writing by OEP. The City shall then provide an advance up to \$268,268 to CDFA and ensure that CDFA reconciles expenditures of field office staff directly with OEP.

C) **Exhibit B 2.2.:** Replace Exhibit B 2.2 to read as follows:

Timing of Payments: Within thirty (30) days of the receipt by OEP of request for an advance of payment for CDFA's field office staff costs, OEP agrees to advance a payment up to \$268,268 to the City. Any advanced payments received by the City

Contractor Initials   
Date 8-10-11

shall be held in a non-interest bearing account. The City shall require CDFA or any other subrecipient to hold any advanced payments received in a non-interest bearing account. Within thirty (30) days of the receipt by OEP of requests for reimbursement from the City specifying costs incurred, OEP agrees to reimburse the City for costs, except that reimbursement may be withheld until OEP determines that a particular project activity or portion of the project activity hereunder has been satisfactorily completed. Payments may be withheld if required satisfactory reporting has not been submitted to OEP.

D) Exhibit A 3.c.: Replace Exhibit A 3.c. to read as follows:  
Retain \$200,000 to be utilized for marketing and outreach efforts in support of the Retrofit Ramp-up Program. No more than \$20,000 may be used to fund the City's supportive services, including but not limited to audit services.

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

STATE OF NEW HAMPSHIRE  
Office of Energy and Planning

By: *Joanne O. Morin*  
Joanne O. Morin, Director

City of Berlin

By: *Patrick MacQueen*  
Patrick MacQueen, City Manager

State of New Hampshire  
County of Coos

On this day of July 18, 2011, before me, Susan Tremblay, the undersigned officer, personally appeared Patrick MacQueen, who acknowledged himself to be the City Manager of the City of Berlin, a corporation, and that he, as such City Manager, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as Patrick MacQueen / City Manager.

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

*Susan Tremblay*  
Notary Public/Justice of the Peace



Contractor Initials *JM*  
Date *7/18/11*

My Commission expires:

Approved as to form, execution and substance:

OFFICE OF THE ATTORNEY GENERAL

By:  \_\_\_\_\_  
Assistant Attorney General

Date: 7-27-11, \_\_\_\_

I hereby certify that the foregoing contract was approved by the Governor and Council of the State of New Hampshire at their meeting on AUG 10 2011, \_\_\_\_.

OFFICE OF THE SECRETARY OF STATE

By:  \_\_\_\_\_

**DEPUTY SECRETARY OF STATE**

Contractor Initials   
Date 7-27-11



John H. Lynch  
Governor

STATE OF NEW HAMPSHIRE  
OFFICE OF ENERGY AND PLANNING

4 Chenell Dr.  
Concord, NH 03301-8519  
Telephone: (603) 271-2155  
Fax (603) 271-2615



July 28, 2010



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

Approval by the Governor  
and Council on 9/22/10  
Agenda Item 8  
PO 1012251

**REQUESTED ACTION**

The Office of Energy and Planning (OEP) respectfully requests authorization to enter into a **SOLE SOURCE** contract with the City of Berlin, (Vendor #177362), Berlin, NH in the amount of \$468,268, for work to be accomplished as part of the American Recovery and Reinvestment Act – Energy Efficiency and Conservation Block Grant’s Retrofit Ramp-up Program (Retrofit Ramp-up), also known as the Better Buildings Program, effective upon Governor and Council approval through May 31, 2013. 100% Federal Funds (ARRA-Retrofit Ramp-up). Retrofit-Ramp-up funding will assist the state to begin implementing the Beacon Communities Project, a project developed by the Energy Efficiency and Sustainable Energy Board.

Funding is available in the following account, Office of Energy & Planning, Retrofit Ramp-up, with the authority to adjust encumbrances in each of the State fiscal years through the Budget Office if needed and justified:

	<u>FY 2011</u>	<u>FY 2012</u>	<u>FY 2013</u>
01-02-02-029910-0924			
102-500573 Grants-Federal	\$234,134	\$140,481	\$93,653

**EXPLANATION**

The intent of this Contract is to provide funding to City of Berlin, New Hampshire for its supportive services in implementing the Beacon Communities Project that was inspired through the work of the Energy Efficiency and Sustainable Energy Board. The Beacon Communities Project intends to implement a community driven program aimed at significant energy reductions through the retrofitting of buildings across multiple sectors, including residential, commercial, industrial and municipal. The project intends to accomplish these goals by creating innovative financing mechanisms, engaging community outreach and strengthening NH’s workforce capacity for energy efficiency improvements. Funding for this contract is from the American Recovery and Reinvestment Act, per a proposal OEP submitted to a competitive solicitation from the federal Department of Energy. The proposal was

submitted on December 14, 2009, announced by DOE on April 21, 2010, and award issued on June 1, 2010.

This project is part of an integrated approach to a clean energy economy in New Hampshire. It is designed to meet several goals of the state's Climate Action Plan and it will be implemented through a partnership between OEP and Community Development Finance Authority (CDFA). Funding to the City of Berlin will support educational and outreach efforts for the project and community field office staff that will be overseen by CDFA.

Strict reporting requirements will allow progress to be tracked by the public as well as by oversight agencies, and reported to the NH Office of Economic Stimulus, the Federal Department of Energy, and the US Office of Management and Budget.

This contract is sole source because City of Berlin was stipulated to receive these funds under the US Department of Energy award. Acceptance of the grant is contingent upon condition of the grantor that OEP contract with the referenced municipality for execution of the project.

In the event that Federal Funds are no longer available, General Funds will not be requested to support this program.

Sincerely,



Joanne O. Morin  
Director  
Office of Energy and Planning

JOM/ES  
Attachments

Subject: City of Berlin, New Hampshire – ARRA- EECBG- Retrofit Ramp-Up Program (a.k.a. Better Buildings Program)

**AGREEMENT**

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

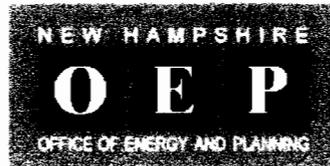


**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

1.1 State Agency Name Office of Energy and Planning		1.2 State Agency Address 4 Chenell Drive Concord, New Hampshire 03301	
1.3 Contractor Name City of Berlin, New Hampshire		1.4 Contractor Address 168 Main St. Berlin, NH 03570	
1.5 Contractor Phone No. 603-752-7532	1.6 Account Number 01-02-02-029910-0924 Cls 72 Job # 02RRRRUA	1.7 Completion Date May 31, 2013	1.8 Price Limitation \$468,268
1.9 Contracting Officer for State Agency Eric Steltzer, Energy Policy Analyst		1.10 State Agency Telephone Number (603) 271-2155	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Patrick MacQueen, City Manager	
1.13 Acknowledgment: State of <u>New Hampshire</u> County of <u>Coos</u> On <u>August 18, 2010</u> , before the undersigned officer, personally appeared the person identified in block 1.12., or satisfactorily proven to be the person whose name is signed in block 1.11., and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace  [SEAL]			
1.13.2 Name and Title of Notary Public or Justice of the Peace <u>DEBRA A. PATRICK, NOTARY PUBLIC</u> <small>DEBRA A. PATRICK, Notary Public My Commission Expires January 26, 2011</small>			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Joanne O. Morin, Director Office of Energy and Planning	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by Attorney General (Form, Substance and Execution) By: <u>Eric Mulholland, AAG</u> On: <u>8-27-10</u>			
1.18 Approval by the Governor and Executive Council By: <b>DEPUTY SECRETARY OF STATE</b> <b>SEP 22 2010</b>			

Contractor Initials   
Date 9/18/10



**September 22, 2010**

**Contract  
between  
Office of Energy and Planning  
and  
City of Berlin, New Hampshire**

**- Exhibit A - Scope of Services -**

**1. Project Title:**

Energy Efficiency and Conservation Block Grant- Retrofit Ramp-up Program, also known as Better Buildings Program

**2. Project Period:**

This contract is effective from Governor and Executive Council approval date through May 31, 2013 for program activities, invoicing, and program year closeout. All funds must be expended by the completion date of May 31, 2013. The New Hampshire Office of Energy and Planning at any time, in its sole discretion, may terminate the contract or postpone or delay all and any part of this contract, upon written notice.

**3. Program Description and Purpose:**

The New Hampshire Office of Energy and Planning (OEP) awards a total of \$468,268 in American Recovery and Reinvestment Act – Energy Efficiency and Conservation Block Grant's Retrofit Ramp-up Program (Retrofit Ramp-up), funds to the City of Berlin, New Hampshire ("City") for the purposes of implementing a community driven program aimed at significant energy reductions through the retrofitting of buildings across multiple sectors, including residential, commercial, industrial and municipal. The City shall:

- a. Adhere to the U.S. Department of Energy (DOE) Terms and Conditions in the award issued on 6/1/10 (Attachment I).
- b. Enter into a sub-recipient agreement with the Community Development Finance Authority (CDFA) in the amount of \$268,268 to fund community field office staff for the Retrofit Ramp-up Program, and shall advance CDFA the full amount (\$268,268) of the agreement. The City shall ensure that CDFA demonstrates to OEP that all funds are used for the purposes set forth herein.
- c. Retain \$200,000 to be utilized for marketing and outreach efforts in support of the Retrofit Ramp-up Program. No more than \$10,000 may be used to fund supportive services for compliance purposes, including audit services, if required.
- d. Provide OEP with a detailed budget on or before March 1, 2011.
- e. Collaborate with state and local partners in implementing the Retrofit Ramp-up Program.

**4. Goals of the Program:**

- a. Provide communities with effective tools and strategies for marketing to and engaging property owners in making the changes needed to yield improved energy efficiencies in their buildings.
- b. Identify and create sustainable financial products and resources that will make retrofitting a viable option both now and in the future for property owners.

Date 8-18-10; Initials [Signature]

- c. Provide easy access to technical expertise needed to attain maximum reductions in the fossil fuel emissions and total energy use of residential, commercial, nonprofit and municipal buildings.
- d. Stimulate local economies and create jobs.

**5. Attachments to this Contract:**

Attached to this contract shall be documents that further guide program administration and requirements:

- a. Exhibit B: Project Costs
- b. Exhibit C: Special Provisions
- c. Exhibit D, E, F, G, H, I: Certifications and Assurances
- d. Attachment I: US DOE Recovery Act: EECBG- New Hampshire Beacon Community Project, Special Terms and Conditions, Award Number: DE-EE0003576, CFDA Number: 81.128
- e. Attachment II: NH Office of Energy and Planning's Approved Proposal by U.S. Department of Energy
- f. Attachment III: US OMB Implementing Guidance

**6. Grant Administration:**

The City shall:

- a. Adhere to the program budget approved by DOE. If adjustments are needed, it must be approved by OEP and DOE.
- b. Be solely responsible for the performance of this agreement.
- c. Submit to OEP all required reports as specified in this exhibit and as amended from time to time, and shall collaborate with New Hampshire Community Development Finance Authority to monitor and enforce the reporting requirements.
- d. Within 5 days of the end of each month report to OEP, in the pre-determined format and as amended from time to time, the funds expended, jobs created and retained, energy saved, and emissions reduced.
- e. When applicable, ensure that Buy American, National Environmental Policy Act, Davis Bacon regulations, National Historic Preservation Act (NHPA) and all other applicable ARRA regulations are met by grantees, subrecipients and vendors. Any project that may trigger NEPA must first be approved by OEP.
- f. Notify OEP about media inquiries, responses, published articles and events highlighting Retrofit Ramp-up projects.
- g. Ensure that reasonable access is provided to OEP, OES, DOE, and OMB for all administrators, vendors, facilities, work sites, employees of the contractor(s), financial or other records, and assistance to ensure the safety and convenience for the performance of site visits and evaluations.
- h. Ensure that activities to be undertaken in connection with the Project shall comply with all applicable federal, state, and local regulations and safety and construction codes.
- i. The City shall have an OMB circular A-133 audit performed in any fiscal year in which it expends more than \$500,000 in federal funding. The City shall insure that any subrecipient or vendor expending in excess of \$500,000 in federal funding in any fiscal year shall be subject to an A-133 audit.
- j. Where the City is not subject to the requirements of OMB Circular A-133, The City shall submit to OEP two copies of an audited financial report, within 90 days after the end of each fiscal year. Said audit shall be conducted utilizing the guidelines set forth in "Standards for Audit of Governmental Organizations, Programs, Activities, and Functions" by the Comptroller of the United States.

**7. Federal Compliance**

If applicable, The City shall comply, and shall require any grantee, subrecipient or vendor to comply, with the following federal and state laws and all applicable standards, rules, orders, or regulations issued pursuant thereto:

- a. The Copeland "Anti-Kickback" Act, as amended (118 USC 874) as supplemented in Department of Labor regulations (41 CFR Chapter 60).
- b. Labor Standards. Davis-Bacon Act, as amended (40 USC 276a-276a-7), the Contract Work Hours and Safety Standards Act (40 USC 327-333).
- c. The Flood Disaster Protection Act of 1973 (PL 93-234), as amended, regulations issued pursuant to that act, and Executive Order 11985.

- d. The National Environmental Policy Act of 1969 (PL 90-190); the National Historic Preservation Act of 1966 (80 Stat 915, 116 USC 470); and Executive Order No. 11593 of May 31, 1971, as specified in 24 CFR 58.
- e. The Clean Air Act, as Amended, 42 USC 1857 et seq., the Federal Water Pollution Control Act, as amended, 33 USC 1251 et seq. and the regulations of the Environmental Protection Agency with respect thereto, at 40 CFR Part 15, as amended from time to time.
- f. The NH State Energy Code (RSA 155-D).
- g. The NH State Life Safety Code (RSA 155:1) and rules of the NH State Fire Marshal.
- h. The Recovery and Reinvestment Act of 2009, Public Law 111-5 ("Recovery Act" or "Act") and applicable standards, rules orders, regulations and guidelines issued pursuant thereto, as amended from time to time and detailed in Exhibit C of this contract.
- i. The Hatch Act as Amended 5 USC 1501 – 1508 and 7324 – 7326, as implemented by the Office of Personnel Management at 5 CFR 151.

**8. Agreement with Grantees, Subrecipients and Vendors:**

- a. The City shall cause all applicable provisions of this contract to be inserted in all grantee, subrecipient or vendor Agreements for any work or Project activities covered by this Agreement so that the provisions will be binding on each grantee or subrecipient; provided, however, that the foregoing provisions shall not apply to contracts for standard commercial supplies or raw materials.
- b. The City shall take such action with respect to any such Agreement, contract or subcontract as the State, or, where applicable, the United States, may direct as a means of enforcing such provisions, including sanctions for noncompliance.

**9. OEP Requirements:**

OEP shall:

- a. Have the right to inspect all project sites, interview workers and ensure that all regulations are being met.
- b. Collaborate with The City and its partners in their efforts to publicize the program.
- c. Have the right to inspect and monitor financial records and transactions.
- d. Reimburse The City for costs incurred for administrative and program costs on a monthly basis.
- e. Provide The City with clear and complete guidance on the data to be recorded, which may be amended from time to time.
- f. Have the right to participate in the selection of projects and review records of applications submitted whether funded or not.
- g. Respond in a reasonable and timely manner to all requests for clarification or program modification from The City in order to ensure the success of the Project and the distribution of all funds prior to May 31, 2013.
- h. File form 1512 reports in a timely manner with OES, federalreporting.gov and any other agency/department to who they are required to report.
- i. File reports with DOE as required.
- j. Reconcile the expenditures of the funds advanced to CDFA through the sub-recipient agreement with the Town.

**10. Records and Accounts: Access**

During the performance of the Project Activities and for a period of three (3) years after the Completion Date or the date of the final audit approval by OEP, whichever is later, The City shall keep, and shall require any subcontractor or vendor to keep, the following records and accounts:

- a. Records of Direct Work: Detailed records of all direct work performed by its personnel under this contract.
- b. Fiscal Records: Books, records, documents and other statistical data evidencing, and permitting a determination to be made by OEP of all project costs and other expenses incurred by The City and all income received or collected by The City, during the performance of the project activities. The said records shall be maintained in accordance with generally acceptable accounting procedures and practices, and which sufficiently and properly reflect all such costs and expenses, and shall include, without limitation, all ledgers, books, audits, records and original evidence of costs such as purchase

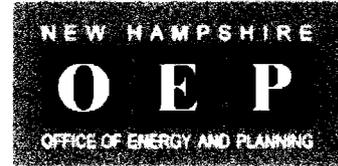
- requisitions and orders, invoices, vouchers, bills, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls and other records requested or required by OEP.
- c. **Contractor and Subcontractor Records:** The City shall, and where applicable, subcontractor and vendor shall, establish, maintain and preserve property management, project performance, financial management and reporting documents and systems, and such other books, records, and other data pertinent to the project as OEP may require. Such records shall be retained for a period of three (3) years following completion of the project and receipt of final payment by The City, or until an audit is completed and all questions arising are resolved, whichever is later.

**11. Termination; Remedies**

- a. **Inability to Perform; Termination by the City.** As a result of causes beyond its control, and notwithstanding the exercise of good faith and diligence in the performance of its obligations hereunder, if it shall become necessary for the City to terminate this contract, the City shall give OEP thirty (30) days advance written notice of such termination, in which event the contract shall terminate at the expiration of said thirty (30) days.
- b. **Termination Without Default.** In the event of termination without default and upon receipt, acceptance and approval by OEP of the Termination Report, as referenced in the General Provisions, the City shall receive payment for all Project Costs incurred in the performance of Grant Activities completed up to and including the date of termination and for which payment had not previously been made including, but not limited to, all reasonable expenses incurred in the preparation of the Termination Report; provided, however, that in the event that any payments have been made hereunder in excess of Project Costs incurred up to and including the date of termination of the contract, OEP shall offset any payments to be made hereunder against such payments, and if applicable, Berlin shall refund to OEP the amount of any excess funds it retains after such offset.
- c. **Termination for Default.** In the event of termination for default or other violation of Project requirements, OEP shall, upon receipt, acceptance and approval of the Termination Report submitted by the City, pay the City for Project Costs incurred up to and including the date of termination (subject to off-set against funds paid to Berlin hereunder and to the refund of any excess funds); provided, however, that in such event the amount of such payment shall be determined solely by OEP; and provided, further, that in no event shall the making of any such payments relieve Berlin of any liability for damages sustained or incurred by OEP as a result of Berlin's breach of its obligations hereunder, or relieve Berlin of responsibility to seek return of Grant Funds from any Subrecipient or Beneficiary where applicable.
- d. **Limitation on Berlin Liability for Subgranted Funds.** Notwithstanding anything in this contract to the contrary and absent the presence of fraud or negligence on the part of Berlin in enforcing its rights and obligations under the terms of any Subcontractor or vendor agreement, the sole obligation of Berlin with respect to the return of Grant Funds, in the event of default on a grant condition or other termination of the Project or event requiring return of Grant Funds, shall be to make a good faith effort to return to the State of New Hampshire all grant funds paid to subcontractors and vendors through Berlin. Berlin shall make good faith efforts to enforce the legal obligations entered into with the subcontractor or vendor as provided herein, to call upon the collateral held by itself or others, and exercise due diligence in its efforts in bringing about the satisfaction of the grant obligations and, having done so, it shall not be required to look to any other funds to recoup grant funds.
- e. **Assignment to OEP and Payment of Expenses and Costs.** Berlin hereby agrees that, in the event it fails to enforce the provisions of any subcontractor or vendor agreement or fails to cure an Event of Default resulting in termination of this Agreement or the Project, Berlin shall, upon demand by OEP, assign and convey to OEP all or any of its rights, title and interest, or delegate to OEP all or any of its obligations under the subcontractor or vendor agreement and any Mortgage, Promissory Note, Security Agreement or other agreement as applicable. Such delegation or assignment shall be effective only in the event of a default by subcontractor or vendor or beneficiary in its or their obligations under the subcontractor or vendor agreement or other agreement.
- f. **Where the contract is terminated or the Project is otherwise terminated due to default,** inability to perform, or reason other than project completion and grant funds are required to be returned by Berlin, the disposition of grant funds to be returned shall be determined solely by OEP.



**NH RECOVERY**  
putting new Hampshire to work



**September 22, 2010**

**Exhibit B – Project Costs: Method and Terms of Payment  
American Recovery and Reinvestment Act – Energy Efficiency and Conservation Block  
Grant- Retrofit Ramp-up Program (a.k.a. BetterBuildings Program)**

**1. PROJECT COSTS: PAYMENT SCHEDULE; REVIEW BY OEP**

- 1.1 **Costs:** "Project Costs" shall mean all reimbursable costs, including administrative costs, incurred by a Business in performance of Project Activities. Project costs include, but are not limited to: preparation of environmental review, record keeping, reporting, audits, and oversight of Project construction, monitoring, verification, and compliance with all federal, state, and local laws, rules, and regulations and this contract. A local government shall meet the requirements of OMB Circular A-87, as revised from time to time.
- 1.2 **Payment of Project Costs:** Subject to the terms and conditions of this agreement, OEP agrees to pay the City of Berlin ("City") all Project Costs, provided, however, in no event shall the total of all payments made by OEP pursuant to this Agreement exceed the Grant Amount as set out in Paragraph 3 of the Exhibit A- Scope of Services and provided further that all Project Costs shall have been incurred prior to the Completion Date as noted in Paragraph 2 of Exhibit A- Scope of Services.
- 1.3 **Review by OEP; Disallowance of Costs:** At any time during the performance of the Project Activities, and upon receipt of the monthly and quarterly Progress Reports, Closeout Report, or Audited Financial Report, OEP may review all Project Costs incurred by the City and all payments made to date. Upon such review, OEP shall disallow any items of expense which are not determined to be allowable or are determined to be in excess of actual expenditures, and shall, by written notice specifying the disallowed expenditures, inform the City of any such disallowance. If OEP disallows costs for which payment has not yet been made, it shall refuse to pay such costs. If payment has been made with respect to costs which are subsequently disallowed, OEP may deduct the amount of disallowed costs from any future payments under this Agreement or require that the City refund to OEP the amount of the disallowed costs.

**2. METHOD AND TERMS OF REIMBURSEMENT FOR PROJECT COSTS**

- 2.1 **When Project Funds May Be Disbursed:** The disbursement of project funds are subject to the following provisions:
  - 2.1.1 OEP shall disburse \$268,268 as provided in paragraph 3(b) of Exhibit A for the purposes described herein. OEP shall not disburse any of these funds until such time as the subrecipient and vendor agreements specified in Exhibit A and any other agreements or documents specified pursuant to this Agreement are fully executed and received, and where applicable are reviewed and approved in writing by OEP. The City shall then advance these funds to CDFA and ensure that CDFA reconciles expenditures of these funds with OEP.

2.1.2 OEP shall disburse \$200,000 described in paragraph 3(c) of Exhibit A upon receipt and approval of itemized monthly invoices and supporting documentation from the City by OEP. Invoices and supporting documentation shall demonstrate that the costs incurred are consistent with this agreement.

2.2 Timing of Payments: Within thirty (30) days of the receipt by OEP of requests for reimbursement from the City specifying all costs incurred, OEP agrees to reimburse the City for costs, except that reimbursement may be withheld until OEP determines that a particular project activity or portion of the project activity hereunder has been satisfactorily completed. Payments may be withheld if required satisfactory reporting has not been submitted to OEP.

2.3 Disbursement of funds by OEP does not constitute acceptance of any item as an eligible cost.

### 3. REQUIRED DOCUMENTATION FOR DISBURSEMENT OF GRANT FUNDS

3.1 Reimbursement requests for all Project Costs shall be accompanied by proper supporting documentation in the amount of each requested disbursement along with a payment request form as supplied by OEP, which shall be completed and signed by the City. Documentation may include invoices for supplies, equipment, services, contractual services, and, where applicable, a report of salaries paid or to be paid.

### 4. LIMITATIONS ON USE OF FUNDS

4.1 Funds for this program are to be used in a manner consistent with the US DOE Recovery Act: EECBG- New Hampshire Beacon Community Project, Special Terms and Conditions (Attachment I) and the NH Office of Energy and Planning's Approved Proposal by U.S. Department of Energy (Attachment II).

4.2 Project funds may not, without advance written approval by OEP, be obligated prior to the Effective Date or subsequent to the Completion Date of the Project period. The funding assistance authorized hereunder shall not be obligated or utilized for any activities requiring a release of funds under the Environmental Review Procedure for the American Recover and Reinvestment Act- Energy Efficiency and Conservation Block Grant- Retrofit Ramp-up Program until such release is issued in writing by OEP.

4.3 Changes in Funding Categories: The City may submit a written request to OEP for the authority to transfer grant funds from one class of business to another.

### 5. PERFORMANCE OF SERVICES BY GRANTEE PRIOR TO EFFECTIVE DATE; PAYMENT BY OEP

5.1 Any Project Activities performed by the City prior to the Effective Date shall be performed at the sole risk of the City and will not be reimbursed by OEP without their prior approval.