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COMMISSIONERS  
Robert R. Scott  
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EXECUTIVE DIRECTOR  
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**PUBLIC UTILITIES COMMISSION**  
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November 4, 2015

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

Her Excellency and Honorable Councilors:

**REQUESTED ACTION**

Authorize the New Hampshire Public Utilities Commission (Commission) to award grant funds in the amount of \$1,200,000 to Public Service of New Hampshire d/b/a Eversource Energy, Vendor #177150, to extend fuel-neutral program services to both retail businesses and large energy users that commit to cost-effective energy efficiency improvements effective from Governor and Council approval through December 31, 2018. Funding is 100% Energy Efficiency Fund (EEF), a non-lapsing special fund continually appropriated to the Commission pursuant to RSA 125-O:23.

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

02-81-81-811010-54530000 Public Utilities Commission – Greenhouse Gas 125-O:23

	FY2016	FY2017	FY2018*	Total
010-081-54530000-073-500579				
Grants to Institutions – State	\$400,000	\$400,000	\$400,000	\$1,200,000

(\* Pending Budget Approval for FY 2018)

**EXPLANATION**

In 2008, the New Hampshire General Court enacted RSA 125-O:19-28 authorizing New Hampshire’s participation in the Regional Greenhouse Gas Initiative (RGGI). RGGI is a cooperative effort by nine Northeast and Mid-Atlantic states to reduce greenhouse gas emissions from the electric power sector through individual CO<sub>2</sub> Budget Trading Programs in each of the nine participating states.

SB 268, enacted in June, 2014, directs that certain RGGI proceeds from the sale of CO<sub>2</sub> allowances be allocated “to all-fuels, comprehensive energy efficiency programs administered by qualified parties which may include electric distribution companies as selected though a competitive bid process.” Funding is to be distributed among residential,

commercial, and industrial customers based upon each customer class's electricity usage to the greatest extent practicable as determined by the Commission. The legislation directed the Commission's Electric Division to conduct the competitive bid process.

The purpose of this grant is to provide for the continued delivery of fuel neutral, whole building energy efficiency services to 1) retail businesses, and 2) large energy users seeking to reduce electrical and thermal energy costs. Retail businesses are entities located in New Hampshire that sell goods, commodities or services directly to consumers. Large energy users are private or public sector facilities located in New Hampshire that have had an electric demand of 100 kilowatts or greater in any of the previous twelve months, or used 1000 MMBTU's or greater annually for space heating and/or process heat.

The Commission received six proposals in response to the RFP. The Commission selected the New Hampshire Electric Utilities (Liberty Utilities (Granite State Electric) Corp., New Hampshire Electric Cooperative, Inc., Public Service of New Hampshire d/b/a Eversource Energy, and Unitil Energy Systems, Inc.) to receive a joint award, with the funds administered by Eversource Energy. This grant, along with the existing services offered under the Retail Energy Reduction Partners Program and the Large Business Energy Reduction Partners Program, will allow the New Hampshire Electric Utilities to seamlessly and cost-effectively offer comprehensive, whole building energy efficiency services to retail business customers and large business energy users interested in pursuing energy efficiency projects regardless of the fuel-type utilized for space, water, or process heating. The services offered under these programs include financial incentives for technical assistance, building air sealing and weatherization services, cooking equipment, process equipment, custom measures and upgrades of existing oil and propane heating and hot water systems to efficient systems. These services will complement the existing electric and natural gas services currently offered under the utilities' Core Energy Efficiency Programs, which primarily include lighting, HVAC, refrigeration, compressed air and motor upgrades, custom measures and technical assistance associated with these measures.

The grant is contingent on sufficient EEF funds being available from the quarterly RGGI, Inc. auctions. In the event that the EEF funds are insufficient or are no longer available, General Funds will not be requested to support this grant.

Respectfully submitted,



Martin P. Honigberg  
Chairman

**ATTACHMENT A  
Proposal Scoring**

On November 25, 2014, a request for proposals (RFP) was issued seeking proposals from qualified firms or individuals to administer an “all-fuels” comprehensive energy efficiency program for retail businesses and large energy users for a period of up to three years. The scope of work was consistent with that enacted in SB 268, Laws of 2014.

Five proposals were received on or before the submittal deadline of 4:00 p.m. on December 22, 2014. One proposal was received after the deadline and was not considered. Timely proposals were received from the following:

1. TRC Energy Services
2. NH Electric Utilities (Liberty Utilities, NHEC, PSNH and Unitil Energy)
3. Michael’s Energy
4. HST&V, LLC d/b/a Strategic Energy Group
5. Matrix Energy Services, Inc.

The proposals were reviewed by a team consisting of Tom Frantz, Director-Electric Division, Les Stachow, Assistant Director-Electric Division, Jim Cunningham, Utility Analyst IV-Electric Division, and Joe Fontaine, Trading Programs Manager, NHDES-Air Resources Division. On July 30, 2015, the review team met to review and rank the bid responses and the results are shown in the following scoring chart:

Total Points (Maximum Possible)		NH Electric Utilities	TRC Energy Services	Michael’s Energy	Matrix Energy Services	Strategic Energy Group
110		103.1	102.2	89.1	86.9	77.2

**Scoring Criteria:**

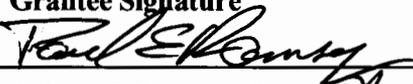
- |      |  |                    |
|------|--|--------------------|
| 1.   | B/C Ratio  | Maximum Points: 15 |
| 2.   | Demonstrated ability to provide a comprehensive, fuel neutral program    | Maximum Points: 8  |
| 3.   | Demonstrated infrastructure to effectively deliver the programs          | Maximum Points: 7  |
| 4.   | Experience in administering EE programs.                                 | Maximum Points: 10 |
| 5.   | Ability to reach out to customers.                                       | Maximum Points: 5  |
| 6.   | The validity of the energy savings assumptions described in the proposal | Maximum Points: 10 |
| 7.   | Quality, clarity and completeness of proposals                           | Maximum Points: 7  |
| 8.   | Qualifications of the project team                                       | Maximum Points: 8  |
| 9.   | Ratio of program management costs to rebates/services.                   | Maximum Points: 10 |
| 10.  | Energy savings   | Maximum Points: 10 |
| 11a. | Other Benefits - Environmental   | Maximum Points: 12 |
| 11b. | Other Benefits - Economic development and other ancillary benefits       | Maximum Points: 8  |

Total Maximum Points: 110

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

GENERAL PROVISIONS

1. Identification and Definitions.

<b>1.1. State Agency Name</b> Public Utilities Commission		<b>1.2. State Agency Address</b> 21 South Fruit Street, Concord, NH 03301	
<b>1.3. Grantee Name</b> Public Service Company of New Hampshire		<b>1.4. Grantee Address</b> P.O. Box 330, Manchester, NH 03105-0330	
<b>1.5. Effective Date</b> October 21, 2015	<b>1.6. Completion Date</b> December 31, 2018	<b>1.7. Audit Date</b> N/A	<b>1.8. Grant Limitation</b> \$1,200,000.00
<b>1.9. Grant Officer for State Agency</b> Leszek Stachow, Electric Assistant Director		<b>1.10. State Agency Telephone No.</b> 603-271-2431	
<b>1.11. Grantee Signature</b> 		<b>1.12. Name &amp; Title of Grantee Signor</b> PAULE. RAMSEY Vice President	
<b>1.13. Acknowledgment:</b> State of <u>New Hampshire</u> , County of <u>Hillsborough</u> , on <u>10/09/2015</u> , Before the undersigned officer, personally appeared the person identified in block 1.11., known to me (or satisfactorily proven) to be the person whose name is signed in block 1.12., and acknowledged that he executed this document in the capacity indicated in block 1.12.			
<b>1.13.1 Signature of Notary Public or Justice of the Peace</b> (Seal) 			
<b>1.13.2. Name and Title of Notary Public or Justice of the Peace</b> <u>Annette C. Mayo - Notary</u>			
<b>1.14. State Agency Signature(s)</b> 		<b>1.15. Name &amp; Title of State Agency Signor(s)</b> Martin P. Honigberg, Chairman	
<b>1.16. Approval by Attorney General (Form, Substance and Execution)</b> By:  Assistant Attorney General, On: <u>10/21/2015</u>			
<b>1.17. Approval by the Governor and Council</b>  <p style="text-align: right;">On: <u>  /  /  </u></p>			

2. **SCOPE OF WORK:** In exchange for grant funds provided by the State of New Hampshire, acting through the agency identified in block 1.1 (hereinafter referred to as "the State"), the Grantee identified in block 1.3 (hereinafter referred to as "the Grantee"), shall perform that work identified and more particularly described in the scope of work attached hereto as EXHIBIT A (the scope of work being hereinafter referred to as "the Project"). Except as otherwise specifically provided for herein, the Grantee shall perform the Project in the State of New Hampshire.

Initials PER  
Date 10/9/2015

3. EFFECTIVE DATE; COMPLETION OF PROJECT.

3.1. This Agreement, and all obligations of the parties hereunder, shall become effective on the date in block 1.5 or on the date of approval of this Agreement by the Governor and Council of the State of New Hampshire whichever is later (hereinafter referred to as "the effective date").

3.2. Except as otherwise specifically provided for herein, the Project, including all reports required by this Agreement, shall be completed in its entirety prior to the date in block 1.6 (hereinafter referred to as "the Completion Date").

4. GRANT AMOUNT; MANNER OF PAYMENT; LIMITATIONS.

4.1. The Grant Amount is identified and more particularly described in EXHIBIT B, attached hereto.

4.2. The manner of, and schedule of payment shall be as set forth in EXHIBIT B.

4.3. In accordance with the provisions set forth in EXHIBIT B, and in consideration of the satisfactory performance of the Project, as determined by the State, and as limited by subparagraph 4.5 of these general provisions, the State shall pay the Grantee the Grant Amount. The State shall withhold from the amount otherwise payable to the Grantee those sums required, or permitted, to be withheld pursuant to N.H. RSA 80:7 through 7-c.

4.4. The payment by the State of the Grant amount shall be the only, and the complete payment to the Grantee for all expenses, of whatever nature, incurred by the Grantee in the performance hereof, and shall be the only, and the complete, compensation to the Grantee for the Project. The State shall have no liabilities to the Grantee other than the Grant Amount.

4.5. Notwithstanding anything 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 Grant limitation set forth in block 1.8 of these general provisions.

5. SPECIAL CONDITIONS. Modifications to these General Conditions and any additional grant conditions shall be set forth in Exhibit C attached hereto.

6. COMPLIANCE BY GRANTEE WITH LAWS AND REGULATIONS. In connection with the performance of the Project, the Grantee shall comply with all applicable statutes, regulations, and orders of federal, state, county, or municipal authorities that impose any legal obligations or duty upon the Grantee, including the acquisition of any and all necessary permits.

7. RECORDS AND ACCOUNTS.

7.1. Between the Effective Date and the date seven (7) years after the Completion Date the Grantee shall keep detailed accounts of all expenses incurred in connection with the Project, including, but not limited to, costs of administration, transportation, insurance, telephone calls, and clerical materials and services. Such accounts shall be supported by receipts, invoices, bills and other similar documents.

7.2. Between the Effective Date and the date seven (7) years after the Completion Date, at any time during the Grantee's normal business hours, and as often as the State shall demand, the Grantee shall make available to the State all records pertaining to matters covered by this Agreement. The Grantee shall permit the State to audit, examine, and reproduce such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, data (as that term is hereinafter defined), and other information relating to all matters covered by this Agreement. As used in this paragraph, "Grantee" includes all persons, natural or fictional, affiliated with, controlled by, or under common ownership with, the entity identified as the Grantee in block 1.3 of these general provisions.

8. PERSONNEL.

8.1. The Grantee shall, at its own expense, contract for or provide all personnel necessary to perform the Project. The Grantee warrants that all personnel engaged in the Project shall be qualified to perform such Project, and shall be properly licensed and authorized to perform such Project under all applicable laws.

8.2. The Grantee shall not hire, and it shall not permit any subcontractor, subgrantee, or other person, firm or corporation with whom it is engaged in a combined effort to perform the Project, to hire any person who is a State officer or employee, elected or appointed.

8.3. The Grant Officer shall be the representative of the State hereunder. In the event of any dispute hereunder, the interpretation of this Agreement by the Grant Officer, and his/her decision on any dispute, shall be final.

9. DATA; RETENTION OF DATA; ACCESS.

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

9.2. Between the Effective Date and the Completion Date the Grantee shall grant to the State, or any person designated by it, unrestricted access to all data for examination, duplication, publication, translation, sale, disposal, or for any other purpose whatsoever.

9.3. No data shall be subject to copyright in the United States or any other country by anyone other than the State, unless otherwise specified in Exhibit C..

10. CONDITIONAL NATURE OF AGREEMENT. Notwithstanding anything in this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability or continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available or appropriated funds. In the event of a reduction or termination of those 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 Grantee notice of such termination.

11. EVENT OF DEFAULT; REMEDIES.

11.1. Any one or more of the following acts or omissions of the Grantee shall constitute an event of default hereunder (hereinafter referred to as "Events of Default"):

- 11.1.1. failure to perform the Project satisfactorily or on schedule; or
- 11.1.2. failure to submit any report required hereunder; or
- 11.1.3. failure to maintain, or permit access to, the records required hereunder; or
- 11.1.4. failure to perform any of the other covenants and conditions of this Agreement.

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

11.2.1. give the Grantee 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 Grantee notice of termination; and

11.2.2. give the Grantee 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 Grant Amount which would otherwise accrue to the grantee during the period from the date of such notice until such time as the State determines that the Grantee has cured the Event of Default shall never be paid to the Grantee; and

11.2.3. set off against any other obligation the State may owe to the Grantee any damages the State suffers by reason of any Event of Default; and

11.2.4. treat the agreement as breached and pursue any of its remedies at law or in equity, or both.

12. TERMINATION.

12.1. In the event of any early termination of this Agreement for any reason other than the completion of the Project, the Grantee shall deliver to the Grant Officer, not later than fifteen (15) days after the date of termination, a report (hereinafter referred to as the "Termination Report") describing in detail all Project Work performed, and the Grant Amount earned, to and including the date of termination.

12.2. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a termination Report by the State shall entitle the Grantee to receive that portion of the Grant amount earned to and including the date of termination.

12.3. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall in no event relieve the Grantee from any and all liability for damages sustained or incurred by the State as a result of the Grantee's breach of its obligations hereunder.

12.4. Notwithstanding anything in this Agreement to the contrary, either the State or, except where notice default has been given to the Grantee hereunder, the Grantee, may terminate this Agreement without cause upon thirty (30) days written notice.

13. CONFLICT OF INTEREST. No representative, officer, member or employee of the Grantee, and no representative, officer or employee of the State of New Hampshire or of the governing body of the locality or localities in which the Project is to be performed, who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of such Project, shall participate in any decision relating to this Agreement which affects his or her personal interest or the interest of any corporation, partnership, or association in which he or she is directly or indirectly interested, nor shall he or she have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

14. GRANTEE'S RELATION TO THE STATE. In the performance of this Agreement the Grantee, its employees, and any contractor, subcontractor or subgrantee of the Grantee are in all respects independent contractors, and are neither agents nor employees of the State. Neither the Grantee nor any of its representatives, officers, employees, agents, members, subcontractors or subgrantees, shall have authority to bind the State nor are they entitled to any of the benefits, worker's compensation or emoluments provided by the State to its employees.

15. ASSIGNMENT AND SUBCONTRACTS. The Grantee shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the State.

16. INDEMNIFICATION. The Grantee shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses

Initials *ERL*  
Date *10/9/2015*

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 on, resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Grantee or its contractors, subcontractor, or subgrantee or other agent of the Grantee in the performance of the Project. 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 shall survive the termination of this agreement.

17. INSURANCE AND BOND.

- 17.1. The Grantee shall, at its sole expense, obtain and maintain in force, or shall require any subcontractor, subgrantee or assignee performing Project work to obtain and maintain in force, both for the benefit of the State, the following insurance:
- 17.1.1 statutory worker's compensation and employees liability insurance for all employees engaged in the performance of the Project, and
- 17.1.2 comprehensive general liability insurance for all claims of bodily injuries, death or property damage, in amounts not less than \$2,000,000 for bodily injury or death any one incident, and \$500,000 for property damage in any one incident; and

- 17.2 The policies described in subparagraph 17.1 of this paragraph shall be the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State, and authorized to do business in the State of New Hampshire. Each policy shall contain a clause prohibiting cancellation or modification of the policy earlier than ten (10) days after written notice thereof has been received by the State. A certificate of insurance demonstrating compliance with subparagraphs 17.1 and 17.2 shall be attached to this Grant Agreement.
18. 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, or any subsequent Event. No express waiver of any Event of Default shall be deemed a waiver of any provisions hereof. No such failure or waiver 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 default on the part of the Grantee.
19. 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 first above given.
20. 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 Council of the State of New Hampshire.
21. CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be construed in accordance with the law of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assignees. The captions and contents of the "subject" blank are used only as a matter of convenience, and are not to be considered a part of this Agreement or to be used in determining the intent of the parties hereto.
22. 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.
23. 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.

Initials FER  
Date 10/19/2015

## EXHIBIT A

### SCOPE OF SERVICES

In exchange for receiving grant funds in an amount not to exceed \$1,200,000.00 from the New Hampshire Public Utilities Commission (Commission), Liberty Utilities (Granite State Electric) Corp. d/b/a Liberty Utilities, New Hampshire Electric Cooperative, Inc., Public Service Company of New Hampshire d/b/a Eversource Energy, and Unitil Energy Systems, Inc., (collectively, NH Electric Utilities or Grantees) shall deliver fuel neutral, whole-building energy efficiency services to retail businesses under the "Retail Energy Reduction Partners Program" and to large energy users under the "Large Business Energy Reduction Partners Program." The specific tasks that the Grantees will accomplish are set forth in their joint Response to Energy Efficiency Fund RFP # 14-004 dated December 22, 2014 (Response), which constitutes the proposal to be funded through this Grant Agreement. This document, and the requirements set forth in the Commission's request for proposal RFP# 14-004 are incorporated by reference as if fully set forth herein. This exhibit is intended as a summary of the proposal.

The Retail Energy Reduction Partners Program and the Large Business Energy Reduction Partners Program will expand energy efficiency services beyond those currently offered by Grantees under the CORE Energy Efficiency Programs for both retail businesses and large energy users as defined in Energy Efficiency Fund RFP #14-004. Grantees shall utilize their existing CORE Program delivery infrastructure and expand and educate their contractor network to deliver a suite of fuel neutral energy efficiency services to their retail and large business customers and members. Grantees shall offer services that primarily reduce oil and propane usage in existing buildings to complement the existing electric and natural gas services currently offered under the CORE Energy Efficiency Programs. The services provided by Grantees shall include, among others, financial incentives for technical assistance, building air sealing and weatherization services, cooking equipment, process equipment, custom measures and upgrades of existing oil and propane heating and hot water systems to efficient systems.

Technical assistance shall be designed to provide a comprehensive, whole building view appropriate to each customer and shall include, among other services, 1) Walk-through audits which result in an inventory of recommended energy efficiency measures (the initiation of an energy plan), 2) Focused technology assessments by measure which results in estimates of energy and cost savings, measure installation costs and payback, 3) ASHRAE Level 2 or 3 audits which typically result in comprehensive and more detailed assessments of energy savings, installation costs and payback. Financial incentives will be similar to the incentive structures of the CORE Large and Small Business Energy Solutions Programs. For retrofit projects, the Grantees will offer prescriptive and custom incentives designed to cover the lesser of one year simple payback or up to 35% of the equipment and installation costs up to the customer's incentive cap. For new equipment projects, the Grantees will offer prescriptive and custom incentives designed to cover the lesser of one year simple pay back or up to 75% of the incremental costs of higher efficiency projects up to the customer's incentive cap.

Grantee Initials

Date

G&C Date

FEA  
10/9/2015

The Grantees shall endeavor in good faith to achieve the program goals set forth in Table II.A.1 of their Response by, among other things, performing the major tasks identified on page 000003 of their Response.

The Grantees shall prepare and submit quarterly reports to the Commission, in a form and manner prescribed by the Commission, coincident with the quarterly reporting for the CORE Programs but with the first report no later than 90 days from the date of Governor and Council approval of this grant agreement and continuing throughout the life of the grant. Reports shall include a detailed summary of all work completed, including an account of milestones achieved, and descriptions of any obstacles encountered as well as any planned milestones that were not achieved. Within 60 days of the conclusion of the grant award, in lieu of a quarterly report, Grantees shall submit a final report providing a detailed summary of the results of the grant project, obstacles encountered, and any work from the Scope of Services that was not completed.

Grantee Initials FER  
Date 10/9/2015  
G&C Date \_\_\_\_\_  
Page 2 of 2

## EXHIBIT B

### GRANT AMOUNT, TERMS AND METHODS OF PAYMENT

1. **Estimated Budget:** Grantees will charge for services for time involved and expenses incurred. Services will be provided as presented and at the rates set forth in Grantees' Response dated December 22, 2014, in response to Energy Efficiency Fund RFP #14-004.
  
2. **Price Limitation:** In consideration of the satisfactory performance of the services described in Exhibit A, as determined by Commission Staff, the State agrees to pay the Grantees an amount not to exceed \$400,000 per year, for a total not exceed amount of \$1,200,000, or the level of funding available from New Hampshire's participation in the Regional Greenhouse Gas Initiative (2015-2017) as allocated by statute, whichever is less.
  
3. **Payment Method:** The grant funds will be distributed in advance of work completed subject to later review and approval, and on a quarterly basis to Public Service Company of New Hampshire d/b/a Eversource Energy (Eversource). The first payment will follow the December 2015 RGGI auction. Following that payment, quarterly payments will follow the RGGI auction for each successive quarter and will be in the approximate amount of \$100,000 each or the level of funding available as allocated by statute, whichever is less. Funds will be administered by Eversource on behalf of the Grantees. Eversource will distribute disbursements among the Grantees on a per-kW basis, similar to the distribution of funds mechanism utilized in the CORE Program.
  
4. **Audits:** Grantees will report and specifically identify grant monies spent in their CORE Program quarterly reports. Expenditures shall be subject to audit by the Commission's Audit Division. Audited expenditures will be reviewed and measured against the scope of services and approved by the Director of the Electric Division or his designee.

Grantee Initials PEP  
Date 10/9/2015  
G&C Date \_\_\_\_\_

**EXHIBIT C**

**SPECIAL PROVISIONS**

1. In lieu of the insurance requirements set forth in Paragraph 17 of the General Provisions, the Commission will accept comprehensive general liability insurance in the following amounts:

Grantee may self-insure all or part of the insurance requirements in Paragraph 17. Grantee will provide a letter of self-insurance stating the limits of each self-insurance program and will provide a certificate of insurance for levels required above the self-insured retention.

2. In conformity with Paragraph 15 of the General Provisions, the State hereby authorizes Grantees to use the contractors listed in their Response; however, this contract is not for the benefit of the contractors and creates no rights or obligations with regard to the contractors. The State will not pay any contractor directly for their services to the Grantees, their customers or members, nor will the State pay any customer or member directly. The amount to be paid to Grantees, including the amounts paid for incentives or services provided by contractors shall not exceed the amount set forth on Exhibit B.

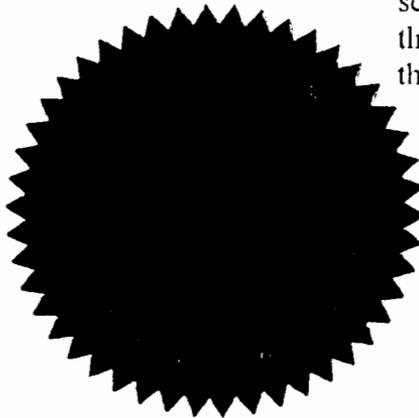
Grantee Initials FBK  
Date 10/9/2015  
G&C Date \_\_\_\_\_  
Page 1 of 1

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 PUBLIC SERVICE COMPANY OF NEW HAMPSHIRE is a New Hampshire corporation duly incorporated under the laws of the State of New Hampshire on August 16, 1926. I further certify that all fees and annual reports required by the Secretary of State's office have been received and that articles of dissolution have not been filed.

In TESTIMONY WHEREOF, I hereto  
set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 15<sup>th</sup> day of October, A.D. 2015



*William M. Gardner*

William M. Gardner  
Secretary of State

PUBLIC SERVICE COMPANY OF NEW HAMPSHIRE  
DBA EVERSOURCE ENERGY

SECRETARY'S CERTIFICATE

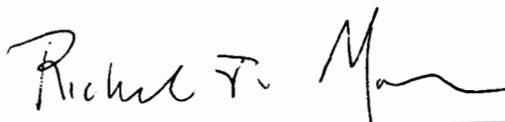
I, the undersigned, HEREBY CERTIFY that at a meeting of the Board of Directors of  
PUBLIC SERVICE COMPANY OF NEW HAMPSHIRE DBA EVERSOURCE ENERGY  
("Company"), duly called and held on September 29, 2014, at which meeting the entire Board was  
present and acting throughout, the following resolution was duly adopted:

RESOLVED, that this Board hereby confirms that the officers of the Company have  
the authority, by virtue of their offices and within the scope of their respective responsibilities, to  
sign for and on behalf of this Company contracts, bills, notes, receipts, acceptances, endorsements,  
releases and other instruments, papers and documents and that each officer shall have the powers and  
perform the duties which by law and general usage appertain to his or her particular office, subject to  
the signature authority limits contained in applicable corporate policies, including the Delegation of  
Authority Policy.

I DO FURTHER CERTIFY that the foregoing resolution is still in full force and  
effect as of this date.

I DO FURTHER CERTIFY that pursuant to the resolution set forth above, Paul E  
Ramsey, Vice President, has lawful and proper authority to sign for and on behalf of the Company  
contracts and other documents, including the document accompanying this Certificate, and that the  
execution of such document represents the binding and authorized action of the Company made in  
compliance with the terms of the resolution set forth above.

IN WITNESS WHEREOF, I have hereunto set my hand on this 9<sup>th</sup> day of October,  
2015.



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Richard J. Morrison  
Secretary

James W Bross  
Insurance Analyst

October 8, 2015

Public Utilities Commission  
State of New Hampshire  
21 South Fruit Street  
Concord, NH 03301

This letter is written in connection to the insurance requirements as set forth in the Grant Agreement for Energy Efficiency between Public Utilities Commission and Public Service Company of New Hampshire dba Eversource Energy.

The General Liability insurance program maintained by Public Service Company of New Hampshire dba Eversource Energy consists of a \$1,000,000 per occurrence layer of coverage provided through a program of self-insurance. This self-insurance program provides coverage comparable to that provided by the language in the ISO Commercial General Liability Policy, including Products and Completed Operations, Employer's Liability, and Contractual Liability coverage. The program is structured in accordance with generally accepted guidelines for programs of self-insurance and is supported by a corporate insurance fund for losses within the self-insured limit. The Eversource Energy System companies also have in place catastrophic Excess Liability insurance (above the self-insured layer) provided by Associated Electric and Gas Insurance Services, Limited. Included is a certificate confirming \$2,000,000 of General Liability and Automobile Liability coverage excess of the underlying insurance or self-insurance programs.

The primary \$500,000 layer of Workers' Compensation coverage for employees principally located in Connecticut is furnished through a program of self-insurance that provides the requisite statutory benefits. Above the this self-insured layer, the Eversource Energy System companies has excess Workers' Compensation insurance provide by Associated Electric and Gas Insurance Services. Included is a certificate confirming that coverage.

Please accept this letter as acknowledgment of our obligation to defend, hold harmless and indemnify Public Utilities Commission and the State of New Hampshire as well as provide insurance protection all in accordance with and to the extent required by the terms and conditions of the above referenced Agreement.

If you have any questions or concerns as respects our corporate insurance programs, please do not hesitate to contact me at (860)665-6905.

Sincerely,



James W Bross



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
10/05/2015

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).**

<b>PRODUCER</b> Marsh USA Inc. 1166 Avenue of the Americas New York, NY 10036-2774 Attn: NewYork.Certs@marsh.com Fax: 212-948-0500	<b>CONTACT NAME:</b>	
	<b>PHONE (A/C, No, Ext):</b>	<b>FAX (A/C, No):</b>
<b>E-MAIL ADDRESS:</b>		
<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURER A:</b> Associated Electric & Gas Insurance Services Limited		3190004
<b>INSURER B:</b>		
<b>INSURER C:</b>		
<b>INSURER D:</b>		
<b>INSURER E:</b>		
<b>INSURER F:</b>		

**INSURED**  
 Public Service Company of New Hampshire  
 dba Eversource Energy  
 107 Selden Street  
 Berlin, CT 06037

**COVERAGES**      **CERTIFICATE NUMBER:** NYC-008233611-02      **REVISION NUMBER:** 21

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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE	\$
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
							MED EXP (Any one person)	\$
							PERSONAL & ADV INJURY	\$
							GENERAL AGGREGATE	\$
							PRODUCTS - COMP/OP AGG	\$
								\$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
A	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$1,000,000			XL5043704P	11/15/2014	11/15/2015	EACH OCCURRENCE	\$ 2,000,000
							AGGREGATE	\$ 2,000,000
								\$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE	OTH-ER
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$
A	<b>EXCESS WORKERS COMPENSATION</b> SIR \$500,000			WC5041604P	11/15/2014	11/15/2015	LIMIT	35,000,000
							CT & NH ONLY	

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
 General Provisions Grant Agreement for Energy Efficiency

<b>CERTIFICATE HOLDER</b> Public Utilities Commission - State of NH Attn: Leszek Stachow, Electric Assistant Director 21 South Fruit St Concord, NH 03301	<b>CANCELLATION</b> 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 of Marsh USA Inc. Donald R. Eckberg <i>Donald R. Eckberg</i>
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