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THE STATE OF NEW HAMPSHIRE



PUBLIC UTILITIES COMMISSION

21 S. Fruit Street, Suite 10
Concord, N.H. 03301-2429CHAIRMAN
Martin P. HonigbergCOMMISSIONERS
Kathryn M. Bailey
Michael S. GiaimoEXECUTIVE DIRECTOR
Debra A. Howland

April 2, 2019

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

Your Excellency and Honorable Councilors:

REQUESTED ACTION

Authorize the New Hampshire Public Utilities Commission (Commission) to award grant funds in the amount of \$690,000 to Public Service of New Hampshire d/b/a Eversource Energy, Vendor #177150, to provide comprehensive energy efficiency programs for residential non-low income users for a period of three years effective from Governor and Council approval through December 31, 2021. Funding is 100% dependent on revenues from New Hampshire's participation in the Regional Greenhouse Gas Initiative (RGGI), 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

	FY2019	FY2020*	FY2021*	FY 2022*	Total
010-081-54530000-073-500579 Grants to Institutions – State	\$115,000	\$230,000	\$230,000	\$115,000	\$690,000

(* Pending Budget Approval for FY 20/21 and 22)

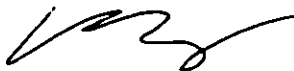
EXPLANATION

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 CO₂ 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 CO2 allowances be allocated "to all-fuels, comprehensive energy efficiency programs administered by qualified parties which may include electric distribution companies as selected through a competitive bid process." The legislation directed the Commission's Electric Division to conduct the competitive bid process. The RFP for this grant award focused on residential non-low income energy efficiency programs. The Commission received two 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. The purpose of this grant is to allow the grant recipient, the NH Electric Utilities, to seamlessly and cost-effectively offer comprehensive, fuel-neutral, whole house energy efficiency programs and services to New Hampshire moderate, non-low income, residential customers interested in pursuing energy efficiency projects regardless of the fuel-type utilized for home heating. The NH Electric Utilities will identify moderate income customers who are 201%-300% of Federal Poverty Guidelines and do not qualify for the Home Energy Assistance program, such as retirees on lower fixed incomes. Working with the Community Action Agencies, the NH Electric Utilities will provide assessments and energy audits of these customers' New Hampshire residential homes at no cost and will offer financial incentives, such as no-interest financing, for installations of energy efficiency measures. The NH Electric Utilities anticipate this award will allow them to serve 76 homes during the three-year period.

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

NH Public Utilities Commission
 Bid Evaluation Summary

There were two evaluators of this RFP: Jim Cunningham, Utility Analyst IV, and Les Stachow, Assistant Director of the Electric Division. Each has over 30 years in utility regulation and both have extensive experience in energy efficiency and evaluation of RFPs. Both have testified numerous times before the PUC.

The bid evaluation follows for the two bids received:

	Possible Total	WS	NHU
1. Qualifications			
Technical Expertise	10	8.5	10
Certifications	10	8.5	7.5
Knowledge/practical experience of org/person	5	2.5	5
Total	25	19.5	22.5
2. General Experience			
Provided Similar Services in NH/Other States	10	6	10
Provided Similar Services to Other Utility Com	10	7.5	5
Other	5	1.5	5
Total	25	15	20
3. Cost			
Overall	10	4.5	9
Hourly Rate	10	5	10
Points	20	9.5	19
4. Ability to Work Effectively in New Hampshire			
Accessibility/Proximity to New Hampshire	10	7.5	10
Familiarity with New Hampshire	10	7	10
Total	20	14.5	20
5. Overall Responsiveness to the Requirements of the RFP			
Completeness, Clarity and Quality	5	5	5
Allocation of Resources and Time to critical tasks	5	5	5
Total	10	10	10
Total	100	68.5	91.5

Comments:

RFP #2018-005

Any proposal with a total aggregate point score of less than 65 points will not be considered for selection. (RFP, p. 4)

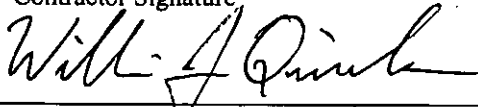
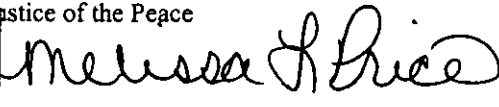

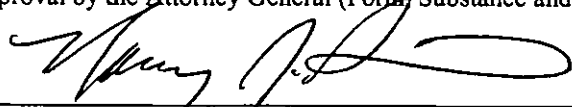
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Public Utilities Commission		1.2 State Agency Address 21 South Fruit Street, Concord NH 03301	
1.3 Contractor Name Public Service Company of New Hampshire d/b/a Eversource Energy		1.4 Contractor Address PO Box 330, Manchester NH 03105	
1.5 Contractor Phone Number 603-634-2720	1.6 Account Number 010-081-811010-54530000	1.7 Completion Date December 31, 2021	1.8 Price Limitation \$690,000.
1.9 Contracting Officer for State Agency Leszek Stachow		1.10 State Agency Telephone Number 603-271-2431	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory William Quinlan, President and COO, Public Service Company of New Hampshire d/b/a Eversource Energy o/b/o the NH Electric Utilities	
1.13 Acknowledgement: State of <u>N.H.</u> , County of <u>Hillsborough</u> On <u>April 2, 2019</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 Notary Public, State of New Hampshire My Commission Expires May 4, 2021 			
1.13.2 Name and Title of Notary or Justice of the Peace <u>Melissa L. Price, Administrative Assistant</u>			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory <u>Martin Houjberg, Chair</u>	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Date: <u>4/3/19</u> Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: <u>4/4/2019</u>			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

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

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

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this

Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

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

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

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

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

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

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

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

14. INSURANCE.

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

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

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

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("*Workers' Compensation*").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

17. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no

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

19. CONSTRUCTION OF AGREEMENT AND TERMS.

This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

20. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. SPECIAL PROVISIONS. Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

23. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.

EXHIBIT A

SCOPE OF SERVICES

In exchange for receiving grant funds in an amount not to exceed \$690,000.00 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 house energy efficiency services to residential customers of moderate incomes through the Home Performance with ENERGY STAR Program for Moderate Income Customers (HPwES-MI). The HPwES-MI program will leverage aspects of both the HPwES weatherization services program and the Home Energy Assistance program, to effectively target the needs of moderate income customers who may not otherwise be able to participate in whole house weatherization. The specific tasks that the Grantees will accomplish are set forth in their joint "Response to Energy Efficiency Fund RFP # 2018-005 dated September 19, 2018 (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# 2018-005 are incorporated by reference as if fully set forth herein. This exhibit is intended as a summary of the proposal.

The NH Electric Utilities will work with the Community Action Agencies to identify potential moderate income customers who applied for but did not qualify for the NHSaves income eligible Home Energy Assistance Program. HPwES participants who enter the program without going through a CAA may also be referred to the CAA for screening and qualification as moderate income. There is an existing group of customers that spend a considerable amount of time gathering documentation for low-income qualification but end up with income just over the qualification limit. These customers have already self-identified as interested in weatherization and shown motivation for moving forward. They do not qualify for the HEA program or the NH Weatherization Assistance Program (WAP) but would likely find the co-pay for HPwES prohibitive to making significant weatherization upgrades. The HPwES-MI offering will make weatherization more accessible to these customers, reducing their fuel use and greenhouse gas emissions, reducing their energy costs and making their homes safer and more comfortable.

The new services, when combined with the existing services offered under the NHSaves Energy Efficiency Programs, will allow the NH Electric Utilities to seamlessly and cost-effectively offer comprehensive, fuel neutral, whole house energy efficiency services to moderate income residential customers interested in pursuing energy efficiency projects regardless of the fuel-type utilized for home heating.

In this program, eligibility will be Moderate Income defined as 201%-300% of Federal Poverty Guidelines (or 60%-80% of state median income), a bracket above the income

Grantee Initials W/Q
Date 4/2/19
G&C Date _____

eligibility guidelines for NH's Fuel Assistance and HEA programs. Income eligibility may be increased if there is difficulty finding customers interested in moving forward with the HPwES-MI program. The HPwES-MI program will be targeted to single family residential homes. The HPwES- MI program will not require fuel usage screening or qualification through the Home Heating Index. Building Performance Institute (BPI) certified auditors will perform an assessment of the building and develop recommended improvements to discuss with the occupant. These recommendations will include costs and savings by measure type. The Energy Audit will be provided at no cost to the customer. The HPwES-MI program will offer an 80% incentive for eligible measures up to \$8,000, with a customer copay for the remaining 20%. If the heating system is in need of repair or replacement, incentives will be used to help the customer pay for these services/equipment at the same 80% level. On-bill Financing and/or the NH Utilities 3rd Party Moderate Income Financing will be available at 0% for customers interested in utilizing financing for the 20% co-pay. Upon approval by the Customer, the auditor will coordinate and install the recommended energy efficiency measures. The improvement packages will be reviewed and approved by the NH Electric Utilities for installation and payment. In addition, at least 10% of the projects will undergo site inspection by a third-party inspector for accuracy and/or proper installation.

The Grantees shall endeavor in good faith to achieve the program goals set forth in Table 3.2 of their Response by, among other things, performing the major tasks identified on pages 4 through 6 of their Response. Each NH Electric Utility will receive a portion of the program budgets, which will ensure statewide access to the program offering. Within one month of receiving funds under this RFP, the NH Electric Utilities will begin to offer services under the HPwES-MI Program. The NH Electric Utilities will report results to the Commission on a quarterly basis as part of the NHSaves reporting. The program benefits such as annual and lifetime energy savings, emission reductions, cost effectiveness and ancillary benefits can be viewed in the tables on pages 5 of the Response.

Grantee Initials WQ
Date 4/2/19
G&C Date _____
Page 2 of 2

EXHIBIT B

GRANT AMOUNT, TERMS AND METHODS OF PAYMENT

- **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 September 19, 2018, in response to Energy Efficiency Fund RFP #2018-005.

- 1. **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 \$230,000 per year, for a total not to exceed \$690,000.00, or the level of funding available from New Hampshire's participation in the Regional Greenhouse Gas Initiative (2019-2021) as allocated by statute, whichever is less.

- 2. **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 2018 RGGI auction, upon contract approval by Governor and Council. Following that payment, quarterly payments will follow the RGGI auction for each successive quarter and will be in the approximate amount of \$57,500.00 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 Program.

- 3. **Audits:** Grantees will report and specifically identify grant monies spent in their 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 Energy Division or his designee.

Grantee Initials WQ
Date 4/2/19
G&C Date _____

EXHIBIT C

SPECIAL PROVISIONS

1. In lieu of the insurance requirements set forth in Paragraph 14.1.2 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 14. 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 12 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 WQ
Date 4/2/19
G&C Date _____

State of New Hampshire

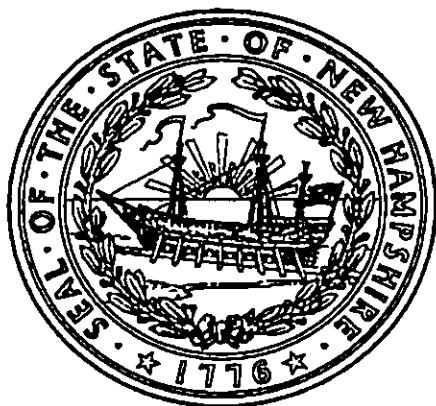
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that PUBLIC SERVICE COMPANY OF NEW HAMPSHIRE is a New Hampshire Profit Corporation registered to transact business in New Hampshire on August 16, 1926. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 18692

Certificate Number: 0004474851



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 29th day of March A.D. 2019.

A handwritten signature in black ink, appearing to read "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, (the "Company"), duly called and held on October 11, 2016, 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, William J. Quinlan, President and Chief Operating Officer of the Company, 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.

IN WITNESS WHEREOF, I have hereunto set my hand on this 2nd day of April, 2019.

Richard J. Morrison

Richard J. Morrison
Secretary

James W Bross
Senior Insurance Analyst

April 1, 2019

Public Utilities Commission
State of New Hampshire
212 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 self-insurance programs and/or underlying insurance policies.

The primary \$500,000 layer of Workers' Compensation coverage for employees principally located in New Hampshire is furnished through a program of self-insurance that provides the requisite statutory benefits. Above 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)
03/14/2019

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

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

PRODUCER Marsh USA Inc. 1166 Avenue of the Americas New York, NY 10036-2774 Attn: NewYork.Certs@marsh.com Fax: 212-948-0500	CONTACT NAME: PHONE (A/C No. Ext): _____ FAX (A/C No.): _____ E-MAIL ADDRESS: _____	
	INSURER(S) AFFORDING COVERAGE	
INSURED Public Service Company of New Hampshire dba Eversource Energy 107 Selden Street Berlin, CT 06037	INSURER A: Associated Electric & Gas Insurance Services Limited NAIC # 3190004	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES **CERTIFICATE NUMBER:** NYC-009388796-18 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GENTL 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 - COMPOP AGG \$ OTHER: \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ OTHER: \$
A	UMBRELLA LIAB <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		XL5043706P	03/15/2019	03/15/2020	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 OTHER: \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A			PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	EXCESS WORKERS COMPENSATION		WC5041607P (CT, NH)	05/01/2018	05/01/2019	LIMIT 35,000,000 SIR \$500,000

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

CERTIFICATE HOLDER Public Utilities Commission - State of NH Attn: Leszek Slachow, Electric Assistant Director 21 South Fruit St Concord, NH 03301	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE of Marsh USA Inc. Manashi Mukherjee <i>Manashi Mukherjee</i>
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