

STATE OF NEW HAMPSHIRE

CHAIRMAN
Thomas B. Getz

COMMISSIONERS
Clifton C. Below
Amy Ignatius

EXECUTIVE DIRECTOR
AND SECRETARY
Debra A. Howland



PUBLIC UTILITIES COMMISSION
21 S. Fruit St., Suite 10
Concord, N.H. 03301-2429

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

Tel. (603) 271-2431

FAX No. 271-3878

Website:
www.puc.nh.gov

G+C 8/19/09
Item # 51D
Approved

August 6, 2009

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

REQUESTED ACTION

Authorize the Public Utilities Commission to award grant funds in the amount of \$316,000 to LighTec, Inc., Vendor # 157028, to work directly with New Hampshire schools, municipalities, and industrial corporations to increase the delivery of energy efficiency services to ratepayers, thereby reducing emissions of greenhouse gases, from Governor and Council approval through March 30, 2011. Funding is 100% Greenhouse Gas Emissions Reduction fund.

02-81-81-811010-54530000 Public Utilities Commission - Greenhouse Gas 125-O:23:		
	FY 2010	FY 2011
010-081-54530000-073-500579 Grants to Institutions	\$203,466	\$112,534

EXPLANATION

The Public Utilities Commission (PUC) is charged with administering the Greenhouse Gas Emissions Reduction Fund (GHGERF) created by RSA 125-O:23 to support energy efficiency, conservation and demand response programs aimed at reducing greenhouse gas emissions generated within New Hampshire. On February 23, 2009, the PUC issued a Request for Proposals (RFP) for programs to be funded by GHGERF grants. In response to the RFP, the Commission received 84 proposals requesting a total of more than \$50 million in grant funds. Attachment A provides additional information on the grant review and award process.

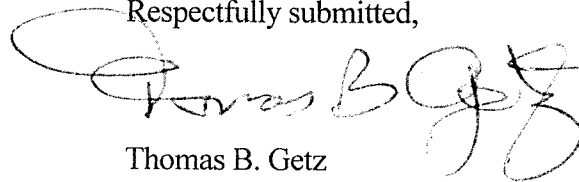
With these funds LighTec, Inc. will increase the energy efficiency of 13 educational facilities, three municipalities and two industrial corporations in New Hampshire. LighTec will also perform three

August 6, 2009
Page 2

investment-grade energy audits, analyzing all major energy-using equipment and systems and provide engineered recommendations to clients. In addition LighTec will provide training to students, faculty and maintenance employees regarding the energy efficiency projects taking place in their buildings.

In the event that GHGERF funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Thomas B. Getz". The signature is written in a cursive style with a large initial "T" and "G".

Thomas B. Getz
Chairman

The PUC issued a Request for Proposals on February 23, 2009. The RFP was developed in consultation with the state's Energy Efficiency and Sustainable Energy Board, created by the legislature in 2008 "to promote and coordinate energy efficiency, demand response, and sustainable energy programs in the state."

The RFP was circulated electronically to a list of more than 300 individuals and organizations known to have an interest in energy policy and programs, including members of the Energy Efficiency and Sustainable Energy Board (EESE Board); posted on the PUC and Office of Energy and Planning websites; advertised in the Union Leader on February 28, April 1 and April 2; and announced via press release to major media outlets in the state.

The PUC formed a grant review committee to evaluate each of the 84 proposals that were submitted. The team consisted of four members of the PUC - Chairman Thomas Getz, Commissioners Clifton Below and Graham Morrison, and Jack Ruderman, Director, Sustainable Energy Division - plus Eric Steltzer of the Office of Energy and Planning, and Richard Ober of the New Hampshire Charitable Foundation. Mr. Ober also serves as the Chair of the EESE Board.

The proposals were broken down into eight separate categories¹ in order to allow for an "apples to apples" comparison. The proposals were then individually evaluated by the review committee using a list of thirteen criteria specified in the PUC administrative rules for the Greenhouse Gas Emissions Reduction Fund (Chapter 2600). The committee then met as a group on a regular basis to identify the strongest proposals within each category, and to assign an overall letter grade to each proposal based on the consensus of the group.

The committee has selected a total of thirty proposals to fund. The first nine were approved at the July 15 Governor and Council meeting. Seven awards (including this one) are now before Governor and Council, and fourteen more will be presented in September and October. In all, the thirty grant awards will amount to more than \$17 million.

¹ The eight categories are: job development, monitoring and measurement, multi-objective, outreach and education, revolving loan fund, public entity, commercial entity, and non-profit/educational entity.

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

GENERAL PROVISIONS

1. Identification and Definitions.

1.1. State Agency Name Public Utilities Commission		1.2. State Agency Address 21 S. Fruit Street, Suite 10 Concord, NH 03301	
1.3. Grantee Name <i>Ligh Tec, Inc</i>		1.4. Grantee Address <i>35 Depot St Merrimack, NH 03054</i>	
1.5. Effective Date G&C approval	1.6. Completion Date <i>3/30/2011</i>	1.7. Audit Date	1.8. Grant Limitation <i>\$316,000.00</i>
1.9. Grant Officer for State Agency Jack Ruderman		1.10. State Agency Telephone No. 603-271-2431	
1.11. Grantee Signature <i>James M. Brady</i>		1.12. Name & Title of Grantee Signor <i>James M. Brady, President</i>	
1.13. Acknowledgment: State of _____, County of _____, on //, 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 <u>he</u> executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace (Seal) <i>Aimee Piccolo</i>			
1.13.2. Name and Title of Notary Public or Justice of the Peace AIMEE K. PICCOLO, Notary Public My Commission Expires August 31, 2010 <i>Town of Merrimack</i>			
1.14. State Agency Signature(s) <i>Thomas B. Getz</i>		1.15. Name & Title of State Agency Signor(s) Thomas B. Getz, Chairman	
1.16. Approval by Attorney General (Form, Substance and Execution) By: <i>[Signature]</i> Assistant Attorney General, On: <i>8/10/09</i>			
1.17. Approval by the Governor and Council <p style="text-align: center;">On: //</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.

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 OR 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

EXHIBIT A

SCOPE OF SERVICES

In exchange for receiving grant funds in the amount of \$316,000 from the New Hampshire Public Utilities Commission (PUC), LighTec, Inc. (Grantee or LighTec) agrees to work directly with New Hampshire schools, municipalities, and industrial corporations to cost-effectively increase their energy efficiency and provide energy efficiency education and training. The specific tasks that LighTec, will accomplish are set forth in the Request for Proposal dated February 23, 2009, its proposal to the Public Utilities Commission dated March 23, 2009, and an electronic message from Jim Grady, LighTec CEO, to Jack Ruderman and Eric Steltzer dated May 6, 2009 @ 9:30 p.m., which includes a revised budget. These documents are all hereby incorporated by reference. The requirements set forth in the PUC's request for Proposal dated February 23, 2009 are also incorporated by reference. LighTec, Inc. agrees to undertake any additional measures necessary to achieve the program goals set forth in its initial proposal and revised budget referenced above. The following is intended as a summary of the proposal.

Task 1: Perform investment-grade energy audits in three projects, analyzing all major energy-using equipment and systems and provide engineered recommendations to clients.

Task 2: Increase the energy efficiency of 13 educational facilities, 3 municipalities and 2 industrial corporations in New Hampshire.

Task 3: Provide education and training to students, faculty and maintenance employees regarding the energy-efficiency projects taking place in their buildings. The training will help to empower individuals so they can make similar efficiency improvement in their homes.

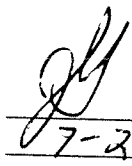
In the event that a planned project does not go forward, Grantee may reallocate funds to a new project, provided Grantee obtains prior approval from the Public Utilities Commission.

DELIVERABLES

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

Grantee Initials

Date


7-21-09

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

Grantee Initials

Date



7-22-09

EXHIBIT B

GRANT AMOUNT, TERMS AND METHODS OF PAYMENT

1. Background: This is a two phase grant award. Phase One commences upon approval of this grant agreement by Governor and Council and concludes on December 31, 2009. Phase Two begins January 1, 2010 and ends March 30, 2011.
2. In consideration of the satisfactory performance of the Phase One services described in Exhibit A, as determined by the State, the State agrees to pay LighTec, Inc. (Grantee) an amount not to exceed \$105,000.
3. Funding for Phase Two is contingent upon approval of the PUC after reviewing the results of Phase One. The PUC reserves the right to withhold funding, in whole or in part, for Phase Two if, at the conclusion of Phase One, the PUC determines that the Grantee has failed to successfully perform the Phase One services described in Exhibit A.
4. In consideration of the satisfactory performance of the Phase Two services described in Exhibit A, as determined by the State, the State agrees to pay the Grantee an amount not to exceed \$211,000.
5. Grantee will invoice the PUC for expenditures on an as needed basis, but no more frequently than once every 30 days. Invoices will be supported by a summary of activities and a detailed listing and documentation of expenses incurred.
6. All obligations of the State, including the continuance of any payments, are contingent on the availability of funds derived from the Greenhouse Gas Emissions Reduction Fund pursuant to RSA 125-O:23.
7. Invoices will be submitted to: Business Office, New Hampshire Public Utilities Commission, 21 South Fruit Street, Suite 10, Concord, New Hampshire 03301-2429.
8. The State agrees to make payments to the Grantee within 30 days from the receipt of approved invoices.

Grantee Initials

Date



7-28-09

EXHIBIT C
SPECIAL PROVISIONS

Intentionally left blank.

Grantee Initials

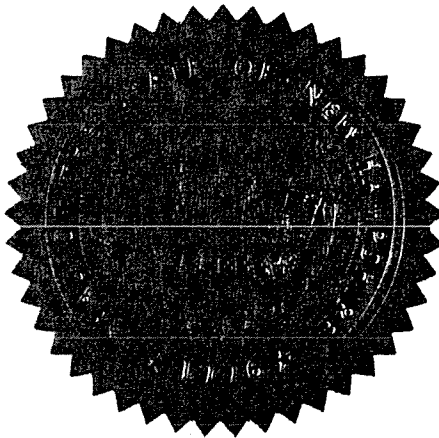
Date

[Handwritten initials]
[Handwritten date: 7-28-09]

State of New Hampshire
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify LIGHTEC, INC. is a New Hampshire corporation duly incorporated under the laws of the State of New Hampshire on May 21, 1991. 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 28th day of July, A.D. 2009

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

William M. Gardner
Secretary of State

**LIGHTEC, INC.
CERTIFICATE OF SECRETARY**

I, Camille Holton Di Croce, Secretary of LIGHTEC, INC., a New Hampshire corporation (hereinafter the "Corporation"), do hereby certify that: (1) I am the duly elected and acting Secretary of the Corporation; (2) I maintain and have custody and am familiar with the minute books of the Corporation; (3) I am duly authorized to issue certificates with respect to the contents of such books; and (4) that the Sole Director of the Corporation has authorized, on July 28, 2009, such authority to be in force and effect until March 31, 2011.

I further certify that the person holding the below listed positions is authorized to execute and deliver on behalf of the Corporation any contract or other instrument for the sale of products and services:

Name:
James M. Grady

Positions:
President and Treasurer

I further certify that by Consent Resolutions of the Sole Director of the Corporation dated July 28, 2009 in accordance with State of New Hampshire Business Corporation Act and the with the ByLaws of the Corporation, the Sole Director authorized the foregoing and that said authorization has not been modified, amended, or rescinded and continues in full force and effect as of the date hereof.

IN WITNESS WHEREOF, I have set me hand as Secretary of the Corporation this 28th day of July, 2009.

James M. Grady
Witness

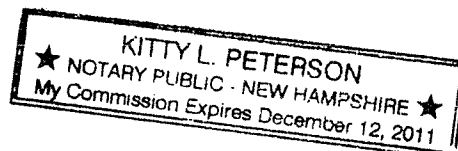
Camille Holton Di Croce
Camille Holton Di Croce,
Secretary - Lightec, Inc.

STATE OF NEW HAMPSHIRE
COUNTY OF HILLSBOROUGH

On this 28th day of July, 2009, before me, *Kitty L. Peterson*, the undersigned officer, personally appeared Camille Holton Di Croce who acknowledged herself to be the Secretary of Lightec, Inc., a New Hampshire corporation, and that she, as such Secretary, being authorized to do so, executed the foregoing instrument for the purposes therein contained.

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

Kitty L. Peterson
Notary Public/Justice of the Peace
Commission Expiration Date: _____



ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
7/30/2009

PRODUCER Chittenden Insurance Group 1750 Elm Street Manchester, NH 03104 603 621-5812	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
	INSURERS AFFORDING COVERAGE	NAIC #
INSURED LighTec, Inc 35 Depot St Merrimack, NH 03054	INSURER A: Maryland Casualty Company	
	INSURER B: Zurich American Insurance Compa	
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES

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

INBR LTR	ADD'L INSR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	PAS01575093	03/29/09	03/29/10	EACH OCCURRENCE	\$1,000,000
						DAMAGE TO RENTED PREMISES (EA OCCURRENCE)	\$1,000,000
						MED EXP (Any one person)	\$10,000
						PERSONAL & ADV INJURY	\$
						GENERAL AGGREGATE	\$2,000,000
						PRODUCTS - COMP/OP AGG	\$2,000,000
A		AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	PAS01575093	03/29/09	03/29/10	COMBINED SINGLE LIMIT (EA accident)	\$1,000,000
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT	\$
						OTHER THAN AUTO ONLY: EA ACC	\$
						AGG	\$
A		EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 10000	PAS01575093	03/29/09	03/29/10	EACH OCCURRENCE	\$5,000,000
						AGGREGATE	\$5,000,000
							\$
							\$
							\$
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	WC01575101	03/29/09	03/29/10	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER	
N		None Excluded				E.L. EACH ACCIDENT	\$1,000,000
						E.L. DISEASE - EA EMPLOYEE	\$1,000,000
						E.L. DISEASE - POLICY LIMIT	\$1,000,000
		OTHER					

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

CERTIFICATE HOLDER New Hampshire Public Utilities Commission Attn: Christiane Mason 21 South Fruit St Suite 10 Concord, NH 03301	CANCELLATION 10 Days for Non-Payment SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE <i>Rita A. Rogers</i>
---	---

IMPORTANT

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

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

DISCLAIMER

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