

County of Sullivan, NH
Board of Commissioners
Regular Business Meeting Minutes
Monday, August 4, 2014
Remington Woodhull County Complex, Newport, NH

Attendees: Commissioners Jeffrey Barrette, Chair and Bennie Nelson, Vice Chair; Jessie Levine, County Manager; Ted Purdy, Sullivan County Health Care Administrator; Kirsten Skeie, Videographer; and Sharon Callum, Minute Taker. **Absent:** Ethel Jarvis, Clerk.

Public attendees: Rep. John Cloutier, Delegation Chair; Suzanne Gottling, Executive Finance Committee Chair; Larry Converse, Claremont Resident; Archie Mountain, Argus Champion/Eagle Times; Liz Hennig, Communities United Regional Network Coordinator.

Chair Barrette called the meeting to order at 3:32 PM.

Agenda Item No. 1. Sullivan County Health Care, Ted Purdy, Administrator

FY14 Year End Report: Mr. Purdy reviewed the following [Appendix A.1-7]:

- June 2014 Medicare, Private, Medicaid, HCBC (Respite), Insurance/Managed Care, Medicare B Revenue: Average June daily census was 140 vs. 138 budgeted. Medicare revenue variance came in at a negative \$36,000+. Medicaid ran strong for the monthly census at 117 vs. 111 budgeted and rate per day was more than budgeted; the revenue variance was \$79,000 positive. Insurance/Managed Care came in at a \$10,781 positive variance. Medicare B Revenue for month ended at a negative \$14,000 under budget. Overall, SCHC ended the month of June with a \$27,525 positive variance.
- SCHC Revenue through 6/30/14: ProShare and Bed Tax revenues are reported on this document, plus Insurance/Managed Care. Ended with year to date (YTD) positive variance of \$945,993. Medicaid Assessment ran higher and made up for the Medicaid Part A shortfall. Medicare Part B was pretty much on budget. Write-offs previously approved by the Board are reflected in the adjustment to revenue.
- Medicare Length of Stay Analysis: This report reflects the progress the facility has been seeing, which came in higher than the previous month. YTD average was 134 vs. 136 last year; the first quarter was 137 vs. 134 in fourth quarter last year. The facility has been incrementally gaining each quarter; July came in at 140 vs. 136 budgeted, so in good shape to start fiscal year 2015. Purdy feels there is no one particular thing contributing to the better fiscal year start; no changes in how VRH is discharging patients, for instance. Commissioner Nelson feels it may be that, slowly, word of mouth -- hearing from those who have family members at the facility about how good things are at the facility -- has worked positively. Purdy confirmed VRH has swing beds, taken on new patients and is keeping skilled patients; they are accepting direct admit patients from Dartmouth for skilled services. SCHC skilled census has not increased; we have six average skilled to date, an impact of VRH. He noted hospitals receive a critical care cost reimbursement; neither Ascutney nor Alice Peck Day, have long term beds. The more Medicaid received, the more ProShare we get. A couple of years ago they took away 25% of the bed tax. Nelson concurred the rate was the big difference.

- Quarterly Resident Census: August census is at 140, of which 17 are Private; we received two admissions today and saw one discharge.
- Summary Admission/Discharge Report from 6/1/-6/30/2014: 7 admissions, 4 readmits and 6 discharges.
- Summary Admission/Discharge Report from 7/1/2013 - 6/30/2014: 86 admissions/readmits and 76 discharges.
- Month-end Aged Analysis: \$131,000 write-offs are reflected on the report.

Staffing update: They are reviewing applications for the new admissions/AA position.

Operations update: They are currently 5% under budget for expenses YTD.

Report on State Survey: State surveyors arrived Tuesday, a month earlier than usual. Instead of conducting the survey in three to four days, six surveyors performed the survey in two 10-hour days and the County did very well. Preliminary results reflect a Life Safety mark against not conducting fire drills at different times within each shift (we have conducted them at the same time in each of the three shifts). There are no issues related to frequency of drills.

They received one finding related to a hospice care plan not syncing with the facility care plan. They are currently using Valley Regional, Lake Sunapee and a new hospice home care group out of Keene and Charlestown and need to ensure they integrate residents at all times, within all three plans. They received comments related to smoke barriers, perforations and networking wires, and a small gap in fire doors when closed – a good recommendation and opportunity to install seals for doors due to weather, also. Ms. Levine noted this survey report can inform the marketing analysis.

Mr. Purdy confirmed he now waits for the NH State report and then has a certain amount of days to respond with a Plan of Action. The Commissioners commended Purdy and staff. Purdy has thanked staff for the good survey. Nelson suggested they provide food on each shift as a thank you and Purdy and Levine agreed to find appropriate ways to recognize the team effort.

Agenda Item No. 2. County Manager's Report, Jessie W. Levine

FY14 Audit Update: Auditors arrived today and are set up in the Commissioners' Conference Room. They began with a meeting between auditors and staff to discuss expectations and schedule of single audit, if needed. Auditors anticipate finishing up in the County Thursday and will follow up through e-mail and subsequent meeting. All appears to be in good shape.

Amend FY14 Year End Fund Balance Assignments: Ms. Levine noted assignments were approved at the July 15, 2014 meeting for five projects. At the time, two projects had been identified for encumbering of funds, but she did not realize that there was no PO or contract in place for those contracts, so she instead recommends assigning fund balance for those projects (\$125,000 for resident room plumbing and \$7,500 for the kitchenette A/C). The revised spreadsheet reflects these projects and adjusted total of assigned fund balance to \$646,700. This does not change the fund balance, just a status change from encumbrances to assigned fund balance.

Motion to approve the assigned fund balance of \$646,700 per attached schedule [Appendix B]; this replaces the previous motion from July 15, 2014 Board meeting. Made by: Nelson. Seconded by: Barrette. A voice vote was taken, with all in favor.

IT Service Contract Update: IT contracted work by Competitive Computers is going well and on schedule. They are just about done reconfiguring the County's Unity Complex network and have done so with minimal interruptions. Work begins in Newport this week with connection to Sovernet via NH FastRoads' fiber today, followed by Competitive Computers here Wednesday to install the firewall. They are starting deployment of the XP replacement computers using encumbrances beginning with the Sheriff's Office. Ms. Levine will meet with Competitive next week to review the next phase and project schedules. She added that there seems to be a line-of-sight from the nursing home roof to Claremont City Hall, where FastRoads fiber optic broadband lines terminates, which would allow the Unity Complex to receive high speed broadband wireless at hopefully 50 Mps. This is under investigation.

Public Health Advisory Committee (PHAC) Update: One of the County's responsibilities associated with the NH Regional Public Health Network grant is to create a regional PHAC. This was making slow progress as Levine came on board in mid-January, but, she requested an extension of time on the task. A recent site review meeting was held with representatives from the Department of Health and Human Services, Bureau of Drug and Alcohol Services, and NH Charitable Foundation, along with grant coordinators Liz Hennig and Jessica Rosman, where they learned about additional funding available from the State to assist with PHAC development. As a result of the meeting, a follow up meeting with Hennig and Rosman was held where additional unobligated award funds to assist with PHAC staff development were identified. This would get the County off the ground and in a better position with PHAC development, and Ms. Levine would like to seek the additional DHHS funds available. Additionally, the State offered to facilitate a meeting where NH State Director of the Division of Public Health Services, Dr. José Montero, would speak with County and local hospital/health care officials to make a compelling case for PHAC development, as well as guide the County around questions as to who really "owns" public health improvement. Levine asked for and received the Commissioners' approval to schedule this meeting.

Draft USDA RBEG Request for Proposals on Feasibility Study: Ms. Levine noted she had signed the USDA Rural Business Enterprise Grant paper work Wednesday. She is working with the Natural Resources Director on a draft RFP. This is an economic study with focus on agriculture; Levine does not want it to become too narrow and wants it to address the County's regional economy as a whole. She has had discussions with the UNH Cooperative Extension to conduct a 30,000-foot economic analysis of Sullivan County, with the results returned by November to feed the feasibility study. That way, we'd know if there is a broader role that the County should consider other than or beyond agriculture. Chair Barrette concurred on avoiding a too heavy focus on an agricultural theme so as not to pass by opportunities but reminded all that the majority of the resources that the County has to offer are agricultural based. Levine will return with a sole-source contract with Durham UNHCE that includes local UNHCE support.

UNHCE Economic Development Academy: Ms. Levine is has been accepted into the inaugural UNHCE Economic Academy, which begins August 25.

Employee Wellness Program: Ms. Levine provided a copy of a memo distributed by Sam Fletcher, Human Resources [Appendix C] and thanked Newport Fitness and Claremont Twisted Fitness, as both businesses offered the same type of discount plan for County employees, at no cost to the County, allowing employees to pay gym memberships through payroll deduction and qualify for wellness credits.

Agenda Item No. 3. Board of Commissioners Business

Select Board Meeting Schedule: A list of the latest select board/city council meeting dates the Commission and County Manager will be attending [Appendix D] was distributed. Barrette noted they recently attended the Washington Select Board meeting that was well received. Questions related to the new land the County purchased and if there would be a conservation easement placed on the property, to which they responded that the Delegation indicated they did not want an easement. He anticipates that they will continue to hear comments related to this subject as they go forward.

Wilson Engineering TREC Contract Approval: A copy of the WES Energy & Environment, LLC Services Agreement – Thermal Renewable Energy Certificates [Appendix E.1-5] was distributed and reviewed. Levine noted the Board previously approved entering into a sole-service contract with WES for selling energy credits and this is the proposed contract (she has made one recommended change, to which WES agreed, but she has not received the revised version yet). The County's insurer had a comment related to the indemnity portion.

Ms. Levine said there are two contracts here: one with WES to sell the RECs on behalf of the County, and a second contract with PSNH approving the sale of the first 1100 credits.

Motion to authorize the County Manager to finalize and sign the contract with WES Energy & Environment, LLC Services Agreement for thermal renewable energy certificates; amended motion to state this is a five-year contract. Made and amended by: Nelson. Seconded by: Barrette. A voice vote was taken, which carried with all in favor.

Motion to approve the Agreement for the Purchase and Sale of New Hampshire Renewal Energy Certificates: 1,100 Class I Thermal REC's at \$21.00 p/REC; and authorize the County Manager to sign the agreement. Made by: Nelson. Seconded by: Barrette.

Commissioner Barrette noted this covers only 2014, the beginning of the heating season, and there will be far more to sell at the beginning of the next year – the end of the heating season.

A voice vote was taken, with all in favor.

County Attorney Equitable Sharing Agreement: A copy of the Equitable Sharing Agreement and Certification document [Appendix G.1-5] was reviewed. Barrette confirmed this is an annual authorization they provide relating to seizures, with the balance reflecting \$97.21.

Motion: to authorize the Commissioner Chairman to sign the Equitable Sharing Agreement and Certification paperwork. Made by: Nelson. Seconded by: Barrette. A voice vote was taken, which carried with all in favor.

Maintenance and Use Agreement with Town of Newport for parking lot: Levine distributed a draft agreement the former County Manager and Newport Town Manager had worked on, but had not brought forth to their respective Boards. She is doing so today with the County and Paul Brown will be bringing to his Board for authorization. Levine expressed appreciation to Newport for filling in the parking lot crevices and their overall partnership in maintaining the lot. She noted the agreement shows that the County owns the lot and is to make it available for public parking, while Newport town maintains the lot. Both entities will cover their own insurance. The agreement also includes that the Town has the right of first refusal in the event that the County sells the property. Levine confirmed the County does not pay taxes on the lot. The County's Sheriff's Office parking lot catch basin clean out has been added to Newport's catch basin clean out schedule and everyone has been collaborating nicely.

Motion: to authorize the County Manager to sign the Maintenance and Use Agreement Between the Town of Newport and the County of Sullivan, for the parking lot [off Main and Sunapee Street, in Newport NH]. Made by: Nelson. Seconded by: Barrette.

Discussion: Barrette questioned if there was any movement on the project or discussion of ECON funds for the project. Levine confirmed drainage videotaping will be going on by the State DOT. Paul Brown has reiterated ECON funds are there for the project, which they anticipate using for landscaping and lighting.

A voice vote was taken, which carried with all in favor.

Review Nursing Home Car Lease Options: Levine reminded the Commissioners that an RFP for a retail auto lease was circulated and that only Subaru of Claremont responded, and the Commissioners had authorized the execution of a lease with Subaru. However, while working on the contract, Subaru learned that their bank – Chase Auto Finance -- would not enter into lease agreements with government entities. Ms. Levine said that she tried a number of work-arounds, including working with Lake Sunapee Bank who offered to provide a letter to vouch for the County's financial stability, but Chase still would not budge on their policy. The County then contacted Howe Toyota who was willing to work with them and offered a good price, but, ultimately, the vehicle offered was too small for the County's needs. John Cressy is checking with a Buick dealership and other options, and Ms. Levine said that she would be happy to contact Grappone.

She put this on the agenda primarily because if they discover that leasing is not an option and they have to purchase a vehicle that is not budgeted, she needed to know the protocol and authority to authorize the purchase. A brief discussion commenced between the Delegate members, Commissioners and County Manager related to protocol and various accounting strategies. It was ultimately decided that any change would be brought before the EFC and possibly the full Delegation. Levine noted that she was unsure if, based on the County's finances,

they need to take the steps to take out a bank loan. Barrette suggested they contact a larger dealership who may have the resources to deal with governmental entities and recommended, as they go forward, to ensure the new vehicle is placed on the County's maintenance schedule, not to hold the vehicle longer than 3-4 years.

Agenda Item No. 4. Public Participation

Mr. Converse asked about the status of the new water well at the County's Unity complex. Barrette noted an update was provided at the last meeting; they sent out water samples and are awaiting the results. Levine read from the minutes of the previous meeting on the water well subject.

Mr. Converse asked about the details on the road widening the State is making to Sunapee Street. Barrette noted he would share a map with Converse after the meeting; he feels the State's plans are not final, but they had spoken about creating an island on Sunapee Street and taking the corner off the parking lot. The County has an issue with the island as it stops vehicles turning into the Sheriff's Office parking lot, and the State has been willing to address that. Ms. Levine noted plans are for the State to inspect the drainage on to Main Street this fall; the Town and County will finalize the parking lot design this fall/winter and next year have the paving done. The Town and County will probably hold another public hearing in the winter related to sidewalks and parking. She and Representative Gottling spoke about other positive collaborations municipalities have had with NH State DOT District 2.

Agenda Item No. 5. Meeting Minutes Review: July 15, 2014

Motion to approve the minutes as of July 15, 2014, as printed. Made by: Nelson. Seconded by: Barrette. A voice vote was taken, which carried with all in favor.

Motion to adjourn. Made by: Nelson. Seconded by: Barrette. A voice vote was taken, which carried with all in favor.

Respectfully submitted,



Bennie Nelson, Interim Clerk
Board of Commissioners

BN/sjc/jwl

Date minutes approved: _____

9/8/14



Sullivan County, NH
Board of Commissioners
Monday, August 4, 2014, 3:00 PM
Newport NH County Complex
14 Main Street, 1st Floor
Jury Assembly Room

Regular Business Meeting Agenda

1. Sullivan County Health Care, *Ted Purdy, Administrator*
 - a. FY14 Year End Report
 - b. Report on State Survey
2. County Manager's Report, *Jessie W. Levine*
 - c. FY14 Year End
 - i. FY14 Audit Update
 - ii. Amend FY14 Year End Fund Balance Assignments
 - d. IT Service Contract Update
 - e. Public Health Advisory Committee Update
 - f. Draft USDA RBEG Request for Proposals on Feasibility Study
 - g. Employee Wellness Program: Local Gym Memberships
 - h. UNHCE Economic Development Academy
 - i. Any Other Business
3. Board of Commissioner Business
 - a. Old Business
 - i. Selectboard Meeting Schedule
 - i. Other Old Business
 - b. New Business
 - i. Wilson Engineering TREC Contract Approval
 - ii. PSNH TREC Contract Approval
 - iii. Approve County Attorney Equitable Sharing Agreement
 - iv. Approve Maintenance/Use Agreement with Town of Newport for parking lot
 - v. Review Nursing Home Car Lease Options
 - vi. Other New Business
4. Public Participation
5. Meeting Minutes Review: July 15, 2014
6. Adjourn

Upcoming Events / Meetings

- Aug. 1st Fri.** **NHAC Executive Council Meeting**
Time: 10:00 AM
Place: Concord, NH – Primex Building
- Aug. 4th Mon.** **County Commissioners Regular Business Meeting**
Time: 3:00 PM
Place: Newport, NH – 14 Main Street
- Aug. 6th Wed.** **Conservation District Meeting**
Time: 7:00 PM
Place: Unity, NH – Ahern Building
- Aug. 11th Mon.** **County Commissioners & County Manager Attend Sunapee
Select Board Meeting**
Time: 7:00 PM
Place: Sunapee, NH – 23 Edgemont Road
- Aug. 18th Mon.** **County Commissioners Regular Business Meeting**
Time: 3:00 PM
Place: Unity, NH – 5 Nursing Home Drive, Sullivan County
Health Care Facility, Frank Smith Living Room

Jun 2014 Sullivan County Health Care

MEDICARE							
	Jun 2013 Actual	Jun 2013 AVG DAILY CENSUS	Jun 2014 Actual	Jun 2014 AVG DAILY CENSUS	BUDGETED	BUDGETED AVG CENSUS	VARIANCE
CENSUS:	123	4	180	6	270	9	-90
REVENUE	\$56,955.18		\$91,634.99		\$128,250.00		-\$36,615.01
AVERAGE RATE PER DAY	\$463.05		\$509.08		\$475.00		\$34.08

PRIVATE							
	Jun 2013 Actual	Jun 2013 AVG DAILY CENSUS	Jun 2014 Actual	Jun 2014 AVG DAILY CENSUS	BUDGETED	BUDGETED AVG CENSUS	VARIANCE
CENSUS:	491	16	483	16	540	18	-57
REVENUE	\$127,905.00		\$131,595.00		\$143,100.00		-\$11,505.00
AVERAGE RATE PER DAY	\$260.50		\$272.45		\$265.00		\$7.45

MEDICAID							
	Jun 2013 Actual	Jun 2013 AVG DAILY CENSUS	Jun 2014 Actual	Jun 2014 AVG DAILY CENSUS	BUDGETED	BUDGETED AVG CENSUS	VARIANCE
CENSUS:	3,361	112	3,520	117	3,330	111	190
REVENUE	\$489,496.04		\$564,643.20		\$484,981.20		\$79,662.00
AVERAGE RATE PER DAY	\$145.64		\$160.41		\$145.64		\$14.77

HCBC (RESPITE)							
	Jun 2013 Actual	Jun 2013 AVG DAILY CENSUS	Jun 2014 Actual	Jun 2014 AVG DAILY CENSUS	BUDGETED	BUDGETED AVG CENSUS	VARIANCE
CENSUS:	0	0	0	0	0	0	0
REVENUE	0		\$0.00		\$416.67		-\$416.67
AVERAGE RATE PER DAY	\$160.32		\$0.00				\$0.00

INSURANCE/MNGD CARE							
	Jun 2013 Actual	Jun 2013 AVG DAILY CENSUS	Jun 2014 Actual	Jun 2014 AVG DAILY CENSUS	BUDGETED	BUDGETED AVG CENSUS	VARIANCE
CENSUS:	25	1	30	1	0	0	30
REVENUE	\$9,788.56		\$13,657.80		\$2,876.71		\$10,781.09
AVERAGE RATE PER DAY	\$391.54		\$455.26		\$350.00		\$105.26

	Jun 2013 Actual	Jun 2013 AVG DAILY CENSUS	Jun 2014 Actual	Jun 2014 AVG DAILY CENSUS	BUDGETED	BUDGETED AVG CENSUS	VARIANCE
TOTAL CENSUS	4,000		4,213		4,140		
AVERAGE CENSUS		133.5		140	0	138.0	
	\$684,144.78		\$801,530.99		\$759,624.58		\$41,906.41

MEDICARE B REVENUE							
	Jun 2013 Actual	Jun 2014 Actual	BUDGETED	VARIANCE			
	\$57,009.26	\$19,642.62	\$34,023.45	-\$14,380.83			
	\$741,154.04	\$821,173.61	\$793,648.03	\$27,525.58			

TOTAL MONTHLY REVENUE VARIANCE	\$27,525.58
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A.2

SCHC Revenue Review thru 06/30/2014

	Annual Budget	365 Days YTD Budget	YTD	Variance
Medicaid	5,900,605	5,900,605	6,518,003	617,398
Private	1,741,050	1,741,050	1,287,183	(453,867)
Insurance/Managed Care	35,000	35,000	82,124	47,124
Respite (HCBC)	5,000	5,000	7,951	2,951
Medicaid Assessment	1,296,480	1,296,480	2,097,215	800,735
Medicare Part B (Total)	413,952	413,952	424,199	10,247
Medicare Part A	1,560,375	1,560,375	1,117,381	(442,994)
Proshare	1,762,875	1,762,875	2,044,458	281,583
Net Variance from Operations		12,715,337	13,578,514	863,177
Misc Income	20,000	20,000	26,849	6,849
Cafeteria	17,500	17,500	25,124	7,624
Meals	340,051	340,051	340,051	-
Contra Revenue (write offs)	(200,000)	(200,000)	(131,656)	68,344
YTD Variance	12,892,888	12,892,888	13,838,881	945,993

A.3

Medicare Length of Stay Analysis
Sullivan County Health Care (SC)

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7/18/2014 3:12 PM
AR7400A

	Jun 2014	May 2014	Apr 2014	Mar 2014	Feb 2014	Jan 2014	Dec 2013	Nov 2013	Oct 2013	Sep 2013	Aug 2013	Jul 2013	12 Mos.	Calendar YTD
Total Admits & Readmits (All payer types)	11	10	5	7	4	9	5	1	9	4	13	8	86	46
MCR # Admits & Readmits	7	7	3	5	1	8	3	1	5	3	7	5	55	31
MCR # Discharges from facility	2	2	3	2	2	2	2	1			7	4	27	13
MCR Discharged LOS	11.5	17.0	49.3	20.0	45.0	45.5	42.0	46.0			24.4	27.3	31.0	32.8
MCR # End or A/R Change	3	6	1	3	3	2	1	2	1	2	2		26	18
MCR End or A/R Change LOS	18.3	43.2	100.0	53.7	82.0	61.0	92.0	72.0	9.0	60.0	19.0		51.8	52.4
Total Average MCR LOS	15.6	36.6	62.0	40.2	67.2	53.3	58.7	63.3	9.0	60.0	23.2	27.3	41.2	44.2
Total MCR Days	180	180	215	209	214	254	204	171	181	108	152	118	2186	1252
Rehab RUGs	178	180	215	199	214	254	204	171	181	108	152	118	2174	1240
% of Total MCR Days	99%	100%	100%	95%	100%	100%	100%	100%	100%	100%	100%	100%	99%	99%
Non-Rehab RUGs	2			10									12	12
% of Total MCR Days	1%			5%									1%	1%
Default Days														
% of Total MCR Days														
A ADL (low dependency)	102	79	81	106	77	123	82	49	47	23	59	80	908	568
% of Total MCR Days	57%	44%	38%	51%	36%	48%	40%	29%	26%	21%	39%	68%	42%	45%
B ADL (medium dependency)	44	51	100	44	76	46		16	26	31	44	21	499	361
% of Total MCR Days	24%	28%	47%	21%	36%	18%		9%	14%	29%	29%	18%	23%	29%
C ADL (high dependency)	34	50	34	59	61	85	122	106	108	54	49	17	779	323
% of Total MCR Days	19%	28%	16%	28%	29%	33%	60%	62%	60%	50%	32%	14%	36%	26%
Medicare Net Revenue	\$91,635	\$85,345	\$98,243	\$96,038	\$100,126	\$123,022	\$99,670	\$87,624	\$98,528	\$55,801	\$69,060	\$56,287	\$1,061,378	\$594,408

A.4

Sullivan County Nursing Home
Quarterly Resident Census

Resident Census - FY 14

	TOTAL DAYS	MEDICAID		PRIVATE		SKILLED		HCBC		MANAGED		LEAVE		TOTAL DAYS	
	AVAILABLE	DAYS		DAYS		DAYS		RESPITE		CARE		DAYS		FILLED	
Jul-13	4836	3481	85.42%	476	11.68%	118	2.90%	0	0.00%	0	0.00%	0	0.00%	4075	84.26%
Aug-13	4836	3548	86.98%	371	9.10%	152	3.73%	6	0.15%	0	0.00%	2	0.05%	4079	84.35%
Sep-13	4680	3478	88.50%	342	8.70%	108	2.75%	1	0.03%	0	0.00%	1	0.03%	3930	83.97%
1ST QUARTER	14,352	10,507	86.95%	1,189	9.84%	378	3.13%	7	0.06%	0	0.00%	3	0.02%	12,084	84.20%
Oct-13	4836	3487	84.62%	417	10.12%	181	4.39%	7	0.17%	28	0.68%	1	0.02%	4121	85.22%
Nov-13	4680	3427	85.63%	391	9.77%	171	4.27%	0	0.00%	13	0.32%	0	0.00%	4002	85.51%
Dec-13	4836	3484	83.99%	441	10.63%	204	4.92%	0	0.00%	19	0.46%	0	0.00%	4148	85.77%
2ND QUARTER	14,352	10,398	84.74%	1,249	10.18%	556	4.53%	7	0.06%	60	0.49%	1	0.01%	12,271	85.50%
Jan-14	4836	3511	83.81%	402	9.60%	254	6.06%	20	0.48%	0	0.00%	2	0.05%	4189	86.62%
Feb-14	4368	3256	85.44%	340	8.92%	214	5.62%	0	0.00%	0	0.00%	1	0.03%	3811	87.25%
Mar-14	4836	3548	85.35%	393	9.45%	209	5.03%	0	0.00%	7	0.17%	0	0.00%	4157	85.96%
3RD QUARTER	14,040	10,315	84.85%	1,135	9.34%	677	5.57%	20	0.16%	7	0.06%	3	0.02%	12,157	86.59%
Apr-14	4680	3447	84.71%	369	9.07%	215	5.28%	8	0.20%	30	0.74%	0	0.00%	4069	86.94%
May-14	4836	3617	85.59%	389	9.20%	180	4.26%	8	0.19%	31	0.73%	1	0.02%	4226	87.39%
Jun-14	4680	3519	83.53%	483	11.46%	180	4.27%		0.00%	30	0.71%	1	0.02%	4213	90.02%
4TH QUARTER	14,196	10,583	84.61%	1,241	9.91%	575	4.61%	16	0.13%	91	0.73%	2	0.02%	12,508	88.11%
FY '13 TOTAL	56,940	41,803	85.28%	4,814	9.82%	2,186	4.46%	50	0.10%	158	0.32%	9	0.02%	49,020	86.09%
YTD AVG.		114.5		13.2		6.0		0.1		0.4		0.0		134.3	

Avg
Census

131.3

Leave MLOA-home MCD-2
Leave MLOA-home MCD-1

Leave Private -1

133.4

Leave Private - 1; MCD - 1
Leave MCD - 1

135.1

Leave MCD Hosp BH 104- 1
Leave MCD Hosp BH 104- 1

137.5

Resident Census - FY 13

	TOTAL DAYS	MEDICAID		PRIVATE		SKILLED		HCBC		MANAGED		LEAVE		TOTAL DAYS	
	AVAILABLE	DAYS		DAYS		DAYS		RESPITE		CARE		DAYS		FILLED	
Jul-12	4836	3331	77.68%	581	13.55%	339	7.91%	5	0.12%	29	0.68%	3	0.07%	4288	88.67%
Aug-12	4836	3400	79.35%	607	14.17%	265	6.18%	7	0.16%	6	0.14%	0	0.00%	4285	88.61%
Sep-12	4680	3199	80.54%	580	14.60%	188	4.73%	0	0.00%	0	0.00%	5	0.13%	3972	84.87%
1ST QUARTER	14,352	9,930	79.16%	1,768	14.09%	792	6.31%	12	0.10%	35	0.28%	8	0.06%	12,545	87.41%
Oct-12	4836	3319	79.17%	606	14.46%	252	6.01%	0	0.00%	13	0.31%	2	0.05%	4192	86.68%
Nov-12	4680	3333	78.65%	557	13.14%	298	7.03%	5	0.12%	40	0.94%	5	0.12%	4238	90.56%
Dec-12	4836	3354	78.25%	607	14.16%	320	7.47%	2	0.05%	1	0.02%	2	0.05%	4286	88.63%
2ND QUARTER	14,352	10,006	78.69%	1,770	13.92%	870	6.84%	7	0.06%	54	0.42%	9	0.07%	12,716	88.60%
Jan-13	4836	3282	78.03%	622	14.79%	301	7.16%	0	0.00%	0	0.00%	1	0.02%	4206	86.97%
Feb-13	4368	3082	79.31%	551	14.18%	253	6.51%	0	0.00%	0	0.00%	0	0.00%	3886	88.97%
Mar-13	4836	3462	81.96%	542	12.83%	220	5.21%	0	0.00%	0	0.00%	0	0.00%	4224	87.34%
3RD QUARTER	14,040	9,826	79.78%	1,715	13.92%	774	6.28%	0	0.00%	0	0.00%	1	0.01%	12,316	87.72%
Apr-13	4680	3406	83.42%	461	11.29%	189	4.63%	0	0.00%	26	0.64%	1	0.02%	4083	87.24%
May-13	4836	3424	83.27%	486	11.82%	163	3.96%	6	0.15%	31	0.75%	2	0.05%	4112	85.03%
Jun-13	4680	3360	84.00%	491	12.28%	123	3.08%	0	0.00%	25	0.63%	1	0.03%	4000	85.47%
4TH QUARTER	14,196	10,190	83.56%	1,438	11.79%	475	3.89%	6	0.05%	82	0.67%	4	0.03%	12,195	85.90%
FY '12 TOTAL	56,940	39,952	80.27%	6,691	13.44%	2,911	5.85%	25	0.05%	171	0.34%	22	0.04%	49,772	87.41%
YTD AVG.		109.5		18.3		8.0		0.1		0.5		0.1		136.4	

Avg
Census

136.4

(2-pvt leave)

138.2

(1-pvt leave)

136.8

134.0

AS

Note: This report includes only the selection criteria listed below.
 Effective Date From 6/1/2014 Thru 6/30/2014
 Status: All
 Sort: AR Type

Summary Admission / Discharge Report

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Sullivan County Health Care (SC)
 Admissions (Includes Readmits)

<i>AR Type</i>	<i>From/To</i>	<i>Admissions</i>	<i>Readmits</i>	<i>Discharges</i>
MCD	1 Private home/apartme	1	0	0
	20 Expired in Facility	0	0	2
	HM Home	0	0	0
	HP Hospital	0	1	2
	<i>MCD Subtotal</i>	<u>1</u>	<u>1</u>	<u>4</u>
MRA	5 Acute care hospital	2	0	0
	HM Home	0	0	1
	HP Hospital	3	2	1
	<i>MRA Subtotal</i>	<u>5</u>	<u>2</u>	<u>2</u>
PVT	20 Expired in Facility	0	0	0
	HP Hospital	1	1	0
	<i>PVT Subtotal</i>	<u>1</u>	<u>1</u>	<u>0</u>
<i>Total</i>		<u>7</u>	<u>4</u>	<u>6</u>

A.6

Note: This report includes only the selection criteria listed below.
 Effective Date From 7/1/2013 Thru 6/30/2014
 Status: All
 Sort: AR Type

Summary Admission / Discharge Report

Sullivan County Health Care (SC)

Admissions (Includes Readmits)

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A/R Type	From/To	Admissions	Readmits	Discharges
HCB	1 Private home/apartme	1	0	0
	5 Acute care hospital	1	0	0
	HM Home	1	0	2
	HP Hospital	1	0	1
	<i>HCB Subtotal</i>	<u>4</u>	<u>0</u>	<u>3</u>
INS	HP Hospital	0	0	0
	<i>INS Subtotal</i>	<u>0</u>	<u>0</u>	<u>0</u>
MCD	Unknown	0	1	1
	1 Private home/apartme	1	0	0
	20 Expired in Facility	0	0	20
	AL Assisted Living	2	0	1
	HM Home	3	1	2
	HP Hospital	3	7	16
	NH Nursing Home	1	0	0
	<i>MCD Subtotal</i>	<u>10</u>	<u>9</u>	<u>40</u>
MRA	Unknown	0	0	0
	20 Expired in Facility	0	0	5
	5 Acute care hospital	3	1	0
	AL Assisted Living	0	0	1
	HM Home	1	3	16
	HP Hospital	32	14	5
	NH Nursing Home	0	0	0
	<i>MRA Subtotal</i>	<u>36</u>	<u>18</u>	<u>27</u>
PVT	1 Private home/apartme	0	0	0
	2 Private home/apartme	0	0	0
	20 Expired in Facility	0	0	2
	5 Acute care hospital	0	0	0
	AL Assisted Living	0	0	1
	HM Home	1	0	1
	HP Hospital	2	1	1
	NH Nursing Home	2	0	1
<i>PVT Subtotal</i>	<u>5</u>	<u>1</u>	<u>6</u>	
MRP	HP Hospital	2	1	0
	<i>MRP Subtotal</i>	<u>2</u>	<u>1</u>	<u>0</u>
<i>Total</i>		<u>57</u>	<u>29</u>	<u>76</u>

A.7

Month-end Aged Analysis

Sullivan County Health Care (SC)
For the Month of Jun, 2014

Type Balance	Jun/	May/	Apr/	Mar/	Feb/	Jan/	Dec/	Nov/	Oct/	Sep/	Aug/	Jul/	Jun/	Balance
Aged Analysis Summary														
HCB		1,282.56	1,282.56			3,206.40			1,122.24	160.32	961.92		883.00-	7,133.00
INS	8,252.65	5,437.31	7,385.83	2,622.86	5,249.70	207.02	1,107.74	1,161.80	5,504.08	147.03-	182.06		7,556.24-	29,407.78
MCD	453,117.47	13,241.76	11,661.40	9,538.45	13,221.78	1,085.93		3,030.20			3,439.20	2,121.14	23,870.03	534,327.36
MCP														
MRA	78,410.99	67,864.86		4,456.24	595.97									
MRB	15,649.63	17,487.84	1,986.27	4,612.98	7,729.83	6,554.75	364.46	1,264.25	1,647.63		5,333.60		5,500.59-	151,161.07
MXA		7,296.00	10,336.00	11,096.00	4,975.00	4,297.00	7,273.00	3,869.00	2,812.00		2,050.29		4,858.02-	54,489.91
MXB	3,036.34	2,216.68	1,030.33	2,365.02	2,732.43	2,250.10	590.23	1,386.97	1,550.53	2,590.12	1,916.91	465.60	1,037.66	104,414.92
PVT	72,893.89	42,282.14	17,350.88	12,069.91	11,583.30	8,970.80	8,098.60	6,797.60	8,028.27	9,732.90	11,456.37	12,590.06	179,311.18	23,168.92
RES	8,769.09	2,525.68-	2,249.07-	443.77	383.23-	2,067.20	1,407.00	934.99	1,024.20	1,245.82	1,380.82	1,380.82	30,850.19	401,165.90
PHC														44,345.92
HST														
PIN														
HSR														
MRP	13,657.80	18,312.92												
AIN							158.04						862.60	32,991.36
Totals:	653,787.86	172,896.39	48,784.20	47,205.23	45,704.78	28,639.20	18,999.07	18,444.81	21,688.95	13,582.13	26,721.17	16,557.62	269,594.73	1,382,606.14
	47.29%	12.51%	3.53%	3.41%	3.31%	2.07%	1.37%	1.33%	1.57%	0.98%	1.93%	1.20%	19.50%	100.00%

Facilities Projects
carry over into FY2015

Appendix B

FY2014 Budget - Encumber		Purpose	Amount	PO				
10.482.21096		Commissioners' Office Windows	\$7,387	American Plate Glass				
			\$7,387					
FY2014 FB assignments		Purpose	Amount					
10.484.21096		Dam Repairs (FY2014)	\$75,000					
10.482.21096		Newport Parking Lot (FY2014)	\$50,000	Project slated for summer 2015				
40.480.21096		Resident room plumbing	\$125,000	Lake Sunapee Plumbing & Heating				
40.480.21096		Kitchenette A/C	\$7,500	Economy				
		DOC Lighting Project	\$30,000					
FY2013 FB Assignments		Purpose	Remainder	Status				
	\$250,000	Biomass Engineering	\$0	Will be exhausted by closeout and TREC application				
	\$209,200	Unity Complex parking lot engineering & paving	\$209,200	Hold - combine with \$325,000 in FY2015 budget				
	\$150,000	Sanders Roof	\$150,000	Hold - combine with \$210,000 in FY2015 budget for Stearns				
	\$50,000	Unity fuel contingency for biomass project	\$0	Allow to lapse - covered by FY2015 budget				
	\$50,000	Newport parking lot paving (County/State/Town project)	\$0	Allow to lapse - reassign FY2013 funds				
	\$10,275	Beds for Nursing Home	\$0	project completed				
	\$719,475		\$646,700	Total FB Assignment FY2014				

J.C.ii

MEMO

To: All Employees
 From: Sam, Human Resources
 Date: July 31, 2014
 Re: Improve Your Health & Wellness for Cash!



Employees and dependents over 18 who participate in our health insurance program are eligible to participate in the HealthTrust's Slice of Life program, which encourages wellness among members by offering incentives for good health and healthy living.

For instance, have you completed your Health Risk Assessment through the HealthTrust? When you complete your Health Risk Assessment you will receive a check for \$75 from the HealthTrust. By supplying your biometric information (either through your physician's office or by attending the Biometric Screening Event on August 13 from 7a-3p in the SCHC Rec Room), you get another \$50! You must register with me prior to the event for an appointment, so call now! **Registration deadline is August 12 at 2:45pm!** *The County does not have any access to your personal health information.*



In addition, there is even more reimbursement available to you through the Slice of Life program for tracking fitness activity and completing other programs described in the Slice of Life material. Check it out to follow a road to wellness and put even more money in your pocket!

New Opportunity to Join a Gym near You! Sullivan County is partnering with two local gyms to offer discounted memberships to County employees. Newport Fitness (in Newport) and Twisted Fitness (in Claremont) are offering identical programs for a year membership at a low \$20 a month! How does this work? Sign up for a year with Newport or Twisted Fitness, notify them you are a Sullivan County employee, and meet with me to complete a payroll deduction authorization form. Sullivan County will pay Newport or Twisted Fitness for your one-year membership and deduct the monthly membership fee from your paycheck! *Then all you have to do is show up at the gym and record your exercise activity for reimbursement from the HealthTrust!*



If you have any questions, please feel free to call me at 542-9511 ext 286, stop in and see me, or email me at samp@sullivancountynh.gov. Have a great rest of your summer!

~Sam

Appendix D

2014 Sullivan County Select Board / City Council Meetings Schedule

Commissioners & County Manager have attended the following:

Mon., June 16, 2014 6:30 p.m., Town of Newport

Mon., June 23, 2014 7:00 p.m., Town of Springfield

Mon., July 14, 2014 7:00 p.m., Town of Acworth

Wed., July 23, 2014 5:00 p.m., Town of Grantham

Thu. **July 31**, 2014 7:00 p.m., Town of Washington

Commissioners & County Manager scheduled to attend:

Tue. **August 5**, 2014 7:30 p.m., Town of Croydon

Mon., **August 11**, 2014 7:00 p.m., Town of Sunapee

Mon., **August 25**, 2014 7:00 p.m., Town of Goshen

Wed., **Sept. 17**, 2014 6:30 p.m., Town of Charlestown

Tue., **Sept. 23**, 2014 7:00 p.m., Town of Lempster

Mon., **Sept. 29**, 2014 6:30 p.m., Town of Cornish

Wed., **October 1**, 2014 6:00 p.m., Town of Plainfield

Wed. **October 8**, 2014 6:30 p.m., City of Claremont

Mon. **November 24**, 2014 7:00 p.m., Town of Langdon

Tentative Dates:

Town of Unity:

Meets every Monday – November 10th – awaiting confirmation – left message on Friday, August 1, 2014

WES Energy & Environment, LLC
Services Agreement – Thermal Renewable Energy Certificates

THIS SERVICES AGREEMENT (the "Agreement") is made and entered into this ____ day of _____, 2014, by and between WES Energy & Environment, LLC (hereinafter "WES-EE" or "Consultant"), with its principal office at 902 Market Street, Meadville, PA 16335 and Sullivan County, NH (hereinafter "SCNH" or "Client"), with its principal office located at 14 Main Street, Newport, NH 03773.

1. ENGAGEMENT

SCNH (Client) hereby engages WES-EE (Consultant) and WES-EE accepts engagement with SCNH, on the terms and conditions set forth in this Agreement.

2. RESPONSIBILITIES & REPRESENTATIONS

Consultant's Responsibilities: Consultant agrees to provide the following services related to qualification, marketing and sale of the Client's NH Class I thermal renewable energy certificates (T-RECs):

- Professional engineering stamp and certification of system compliance and REC calculation methodology
- Qualification of project with NH Public Utilities Commission (NHPUC) and NEPOOL Generation Information System, and navigation of the NHPUC's rules and regulations for the T-REC program, consistent with all requirements of NH RSA 362-F;
- Negotiation and sale of T-RECs to qualified retail service providers to maximize Client's value. WES-EE will either act as a broker or aggregator for the County, selecting the method that WES-EE believes that maximizes the Client's REC value. Administration of all the paperwork and transactional and compliance requirements.

The Consultant shall perform these duties in a professionally competent manner.

Consultant shall not be responsible for design or installation of metering technology as well as costs related to independent monitoring and verification of useful thermal energy produced by the Client, or any technology, hardware, software or other mechanical equipment that may be necessary to meet technical requirements of thermal provisions of RSA 362-F and related administrative rules and regulations.

Owner's Responsibilities. Owner will be responsible for the following:

- compensation of the independent monitor and timely signature of any forms required for REC certification and transfers;
- immediately reporting to Consultant any change in condition of the System or the Facility; and
- cooperating and communicating with the Consultant in a timely manner so as to permit Consultant to perform its responsibilities under this Agreement.

Representations of Owner: Owner hereby represents the following:

- No party other than Owner has any claim to or interest in the Credits other than Owner.
- No other agreement exists for the sale or trade of the Credits, or the management of an account for the sale or trade of the Credits, and the Credits will not be subject to any transaction or reporting whatsoever in the Alternative Energy Credit market, except as permitted by Consultant or as otherwise contemplated by this Agreement.
- Owner has the legal authority and capacity to enter into this Agreement.
- To Owner's knowledge, neither Owner nor the Facility are in violation of the Act or any applicable federal, state or local laws, regulations, rules or ordinances.

In the event any of the foregoing representations are untrue, Consultant shall have the right to immediately terminate this Agreement upon written notice to Owner.

3. TERM

This Agreement is effective as of the signature date of this Agreement and shall apply to the marketing and sale of qualified T-RECs produced by Client for five years beginning with vintage 2014 T-RECs and ending with vintage 2018 T-RECs. At the conclusion of the five year term this Agreement may renew upon mutual agreement of the parties. The parties acknowledge that work related to fulfillment of duties in Section 2 and compensation related to fees and expenses in Section 4 may extend beyond five calendar years commencing with the signature date of this Agreement.

4. FEES AND EXPENSE

Consultant shall charge a fee for the services provided in this Agreement based upon a percentage of the total revenue received by Client from the sale of T-RECs. This percentage shall be fixed for the term of this Agreement at 10%.

Broker Service: Payment shall be due to the Consultant within 30 days of receipt by the Client of payment by New Hampshire retail service providers or other entities with whom the Client consummates a T-REC purchase transaction, and upon receipt of invoice from Consultant to Client. Client shall promptly notify Consultant when payment(s) are received from retail service provider(s) or other entities. There may be one or more transactions within the term of this agreement, with one or more retail service providers or other entities. These payment(s) by the Client to the Consultant shall represent the entirety of compensation to the Consultant.

Aggregator Service: Payment shall be due to the Client within 30 days of receipt by the Consultant of payment by New Hampshire retail service providers or other entities with whom the Consultant consummates a T-REC purchase transaction. Consultant shall promptly notify Client when payment(s) are received from retail service provider(s) or other entities. There may be one or more transactions within the term of this agreement, with one or more retail service

providers or other entities. The above referenced percentage fee shall be subtracted from the amount due to the Client. This fee shall represent the entirety of compensation to the Consultant.

5. INDEPENDENT CONTRACTOR

The relationship of the Consultant to the Client shall be that of an independent advisor and neither this Agreement nor any conduct hereunder shall be deemed to create a relationship of employer-employee, partnership, joint venture or any other common enterprise. Neither party has the right to bind each other. All databases and related documentation developed by Consultant for the use of Client are Work for Hire and are the exclusive property of the Client.

6. PROTECTION OF CONFIDENTIAL INFORMATION

Consultant understands and agrees that information about Client is confidential and shall not disclose any such information to any person or entity without first obtaining Client's written consent unless said disclosure is required by law.

7. HOLD HARMLESS AND INDEMNIFICATION

Client agrees to indemnify and hold harmless Consultant, its directors, officers, employees, and agents, including Innovative Natural Resource Solutions, LLC, with whom Consultant has a business relationship related to the duties of this agreement, from and against any and all claims, actions or liabilities which may be asserted against any of them by third parties, including attorneys' fees and costs, related to or arising from actions or inactions of Client, its board, directors, officers, employees and agents.

Consultant agrees to indemnify and hold harmless Client, its board, directors, officers, employees, and agents from and against any and all claims, actions or liabilities which may be asserted against any of them by third parties, including attorneys' fees and costs, related to or arising from actions or inactions of Consultant, its directors, officers, employees and agents.

8. TERMINATION

This Agreement may be terminated for cause related to the terms of this Agreement, upon written notification to the other party outlining the non-compliance. Any T-REC transactions that are negotiated pursuant to this Agreement prior to a termination event shall be compensated in full per section 4 of this Agreement.

9. NOTICE

Any notice required or permitted pursuant to this Agreement shall be in writing, and sent by registered or certified mail, return receipt requested, to the addresses set forth below and shall be deemed to have been given effective as of the date of mailing of such registered or certified mail.

E4

Consultant: Daniel A. Wilson
WES Energy & Environment, LLC
902 Market St.
Meadville, PA 16335

Client: Jessie Levine
Sullivan County, NH
14 Main Street,
Newport, NH 03773

10. MISCELLANEOUS

A) This Agreement may be modified only by a written document executed by the parties with all the formalities of this Agreement. In case of any disagreements or other matters not covered by this Agreement, the parties shall exercise their best efforts and cooperation to resolve the same by mutual agreement.

B) This Agreement merges with understandings of the parties as to the agreement between Consultant and Client with respect to the subject matter hereof. The parties agree that, except to the extent otherwise specifically provided therein:

- (i) Any and all previous agreements, if any, between the parties (including any extensions of such agreements) with respect to the subject matter hereof are hereby terminated;
- (ii) Any rights to notice thereunder are waived; and
- (iii) This Agreement shall supercede and replace any such agreements.

C) This Agreement is for the sole benefit of Consultant, Consultant's partner, and Client and no other party shall derive any right or benefit here from, or be deemed third party beneficiaries hereunder.

D) This Agreement shall be construed under and governed by New Hampshire law and shall be enforced in a court of competent jurisdiction in New Hampshire.

E) Consultant and Client agree that nothing in this Agreement is intended to encourage or permit remuneration, directly or indirectly, in cash or in kind, in return for one party referring (or inducing the referral) to the other of any individual or entity for the furnishing or arranging for the furnishing of any item or service.

F) The provisions contained in Sections 5, 6 and 7 of this Agreement shall survive the termination of this Agreement for any reason.

E.S.

BY THE PARTIES

By: Daniel A. Wilson, Principal
WES Energy & Environment, LLC

By: _____
Sullivan County, NH

Date

Date

**AGREEMENT FOR THE PURCHASE AND SALE OF
NEW HAMPSHIRE RENEWABLE ENERGY CERTIFICATES**

This Agreement (the "Agreement") is made as of by and between Public Service Company of New Hampshire ("Buyer"), and Sullivan County ("Seller") as of July 14, 2014. Buyer and Seller together are the Parties and each individually is a Party to this Agreement.

RECITALS:

WHEREAS, the New Hampshire Public Utilities Commission ("NH PUC") is responsible for implementing the Renewable Portfolio Standard RSA 362-F and N. H. Code Admin. Rules Puc 2500, as hereinafter defined; and

WHEREAS, the NEPOOL GIS, and certain NEPOOL GIS Certificates, are acceptable to the NH PUC as a means for compliance with the Renewable Portfolio Standard; and

WHEREAS, Seller is interested in selling and Buyer is interested in purchasing New Hampshire Class I, I Thermal, II, III and IV Renewable Energy Certificates, ("REC") pursuant to the terms and conditions hereof.

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises hereinafter set forth, the Parties, intending to be legally bound, agree as follows:

ARTICLE 1: DEFINITIONS

1.1 Definitions. In addition to any other terms defined herein, the following terms shall have the meaning ascribed to them as set forth below:

- a) "Business Days" means a day on which Federal Reserve member banks in New York City are open for business; and a Business Day shall open at 8:00 a.m. and close at 5:00 p.m. Eastern Prevailing Time ("EPT").
- b) "Confidential Information" means all oral and written information exchanged between the Parties with respect to the subject matter of this Agreement. The following information does not constitute Confidential Information for purposes of this Agreement: (a) information that is or becomes generally available to the public other than as a result of a disclosure by either Party in violation of this Agreement; (b) information that was already known by either Party on a non-confidential basis prior to this Agreement; (c) information that becomes available to either Party on a non-confidential basis from a source other than the other Party if the receiving Party has no actual knowledge that such source was subject to any prohibition against disclosing the information to such Party; and (d) information a Party is required to disclose in connection with any regulatory approval or filing process in connection with the conduct of its business, provided that such Party has notified the other Party of the required disclosure, such that the other Party may attempt (if such Party so chooses) to cause that regulatory agency or authority to treat such information in a confidential manner and to prevent such information from being disclosed or otherwise becoming part of the public domain.
- c) "Delivery" or "Deliver" means Seller's electronic delivery of the New Hampshire RECs of the specified vintage and category via the NEPOOL GIS to the Buyer's account within the NEPOOL GIS and accepted by Buyer in accordance with the NEPOOL GIS Operating Rules.
- d) "Firm" means a guaranteed commitment to deliver the contract quantity of RECs without exception and common law principles of force majeure shall not apply for any reason.
- e) "Generating Unit" means the Sullivan County Class I Thermal generating unit.
- f) "MWh" means Megawatt-hour.

- g) "NEPOOL" means the New England Power Pool, the power pool created by and operated pursuant to the provisions of the NEPOOL Agreement, or any successor to the New England Power Pool.
- h) "NEPOOL Agreement" means the New England Power Pool Second Restated NEPOOL Agreement dated as of February 1, 2005, as amended, modified, restated, and superseded from time to time, governing the relationship among the NEPOOL Participants, and any successor agreement.
- i) "NEPOOL GIS" means the New England Power Pool Generation Information System, which includes a generation information database and certificate system, operated by NEPOOL, its designee or successor entity, that accounts for the generation attributes of electricity generated within New England.
- j) "NEPOOL GIS Certificate" means an electronic record produced by the NEPOOL GIS that identifies the relevant generation attributes of each MWh accounted for in the NEPOOL GIS.
- k) "NEPOOL GIS Certificate Quantity" means the quantity of NEPOOL GIS Certificates due to the buyer from the seller in accordance with Section 2.1.
- l) "NEPOOL GIS Operating Rules" means the New England Power Pool Generation Information System Operating Rules as may be amended from time to time pursuant to the NEPOOL Agreement and Participants Agreement.
- m) "New Hampshire Class I RECs" or "NH Class I RECs" means certain NEPOOL GIS Certificates derived from the energy production of a generation facility that has been qualified by the NH PUC under RSA 362-F and NH Code Administrative Rules Puc Chapter 2500 to produce NH Class I Certified Renewable Energy Certificates, as amended from time to time.
- n) "New Hampshire Class I Thermal RECs" or "NH Class I Thermal RECs" means certain NEPOOL GIS Certificates derived from the energy production of a generation facility that has been qualified by the NH PUC under RSA 362-F and NH Code Administrative Rules Puc Chapter 2500 to produce NH Class I Certified Renewable Energy Certificates, as amended from time to time, and further meets the definition of RSA 362-F:2, XV-a ("Useful Thermal Energy").
- o) "New Hampshire Class II RECs" or "NH Class II RECs" means certain NEPOOL GIS Certificates derived from the energy production of a generation facility that has been qualified by the NH PUC under RSA 362-F and NH Code Administrative Rules Puc Chapter 2500 to produce NH Class II Certified Renewable Energy Certificates, as amended from time to time.
- p) "New Hampshire Class III RECs" or "NH Class III RECs" means certain NEPOOL GIS Certificates derived from the energy production of a generation facility that has been qualified by the NH PUC under RSA 362-F and NH Code Administrative Rules Puc Chapter 2500 to produce NH Class III Certified Renewable Energy Certificates, as amended from time to time.
- q) "New Hampshire Class IV RECs" or "NH Class IV RECs" means certain NEPOOL GIS Certificates derived from the energy production of a generation facility that has been qualified by the NH PUC under RSA 362-F and NH Code Administrative Rules Puc Chapter 2500 to produce NH Class IV Certified Renewable Energy Certificates, as amended from time to time.
- r) "NH PUC" means the New Hampshire Public Utilities Commission.
- s) "Participants Agreement" means the NEPOOL Participants Agreement among ISO New England Inc. ("ISO-NE"), or any successor thereto accepted by the Federal Energy Regulatory Commission (the "FERC"), as the Regional Transmission Organization for New England, and the New England Power Pool and the entities that are from time to time parties thereto constituting the Individual Participants, dated as of February 1, 2005, as may be amended, modified, restated, and superseded from time to time.

t) “Regulatory Approval Contingent” means that the Seller is expecting to receive approval and will use its best commercial efforts to obtain qualification of the Generating Unit(s) under the Renewable Portfolio Standard; however, the Seller will not be liable to fulfill the NEPOOL-GIS Certificate Quantity, provide replacement NEPOOL-GIS Certificate Quantity, or pay any damages what so ever, if the Generating Unit(s) are denied qualification or not provided qualification in time to deliver its obligation under this Agreement. In the event that only a portion of the Generating Unit(s) receive qualification under the Renewable Portfolio Standard (“RPS”), the Seller is only obligated to provide NEPOOL GIS Certificates from the RPS qualified Generating Unit(s). As a result, the Certificate Quantity stated in section 2.1 will be adjusted to reflect the quantity derived from the RPS qualified Generation Unit(s). Buyer will purchase and has the right to purchase all RECs from RPS qualified Generation Unit(s) up to the current or later adjusted Quantity stated in Section 2.1. Any such adjustment to Section 2.1 will require an amendment to this Agreement executed by both Parties. The Seller is obligated to inform the Buyer within 90 days following the execution of this contract to provide PSNH with documentation of what Generating Unit(s) has been qualified as a generating unit by the NH PUC. Failure to meet the 90 day requirement will result in Buyer’s sole option to terminate this Agreement or to provide an extension to the 90 days.

u) “Renewable Portfolio Standard” means the regulations promulgated NH Code Admin. Rules Puc Chapter 2500 pursuant to NH RSA 362-F, as amended, modified, restated and superseded from time to time, that require a minimum percentage of electricity sold to end-use customers in the State of New Hampshire to be derived from certain renewable energy generating resources as commenced on January 1, 2008.

v) “Trading Period” means the term as defined in Rule 3.2 of the NEPOOL-GIS Operating Rules.

w) Unit Contingent” means the NEPOOL GIS Certificates subject to the Agreement are intended to be supplied from the Generating Unit. Section 2.1 shall specify the quantity to be supplied as a function of the Generating Unit’s total output, up to the maximum provided therein, if applicable. Seller’s failure to deliver under this “Unit Contingent” Agreement shall be excused only if: (i) the Generating Unit is unavailable as a result of a Forced Outage (as defined in the NERC Generating Unit Availability Data System (GADS) Forced Outage reporting guidelines), or (ii) an event or circumstance affects the Generating Unit so as to prevent Seller from performing its obligations, which event or circumstance was not anticipated as of the date the Agreement was negotiated and executed, and which is not within the reasonable control of, or the result of the negligence of, the Seller or operator of the Generating Unit. If and to the extent that any Unit Contingent sales are excused as set forth in the proceeding sentence, Seller shall not be liable to Buyer for any damages arising from such failure to perform.

ARTICLE 2: PURCHASE AND SALE OF NEW HAMPSHIRE CLASS I THERMALRENEWABLE ENERGY CERTIFICATES

2.1 Purchase. Subject to the terms and conditions of this Agreement, Seller agrees to sell, assign, and Deliver to Buyer, and Buyer agrees to purchase from Seller, 1,100 Class I Thermal, Regulatory Approval Contingent Renewable Energy Credits, priced at \$21.00 per REC for a total purchase price equal to USD \$23,100.00. Exhibit A, attached hereto, sets forth the commercial terms for the purchase and sale of Unit Contingent and Regulatory Approval Contingent NEPOOL-GIS Certificates. Seller covenants that the NH Class I Thermal RECs shall comply with and shall be eligible to satisfy the Renewable Portfolio Standard at the time of Delivery. Notwithstanding anything contrary contained herein, at Delivery, Seller covenants that the NH Class I Thermal RECs shall represent a transfer of and valid title to the fuel attributes or emission attributes free and clear of any lien or other encumbrance.

2.2 Title Transfer/Delivery. Seller shall sell and Deliver and Buyer shall purchase and receive Class I Thermal NEPOOL-GIS Certificates equal in number to the corresponding Class I Thermal NEPOOL-GIS Certificate Quantity. Seller shall utilize the NEPOOL-GIS to transfer the number of NEPOOL-GIS Certificates required to be transferred hereunder for each Trading Period to an account within the NEPOOL-GIS designated by the Buyer at least 10 (ten) Business Days prior to the end of the applicable Trading Period. Upon notification of transfer of NH Class I Thermal RECs by Seller, Buyer shall be obligated to accept the transfer of NH Class I ThermalRECs in Buyer’s NEPOOL GIS Account. Upon the completion of Delivery, all rights, title and interest in and to the NH Class I Thermal RECs will transfer to Buyer.

- 2.2.1 For Unit Contingent Generating Units: At Buyers written request, Seller shall be required to provide evidence of the Generation Unit's generation production from an ISO-NE asset account, to the sole satisfaction of the Buyer, that the Seller has delivered the contracted percentage of the Generating Unit's total output. Determination by the Buyer that the contracted percentage of the Generating Unit's total output was not delivered shall constitute a default under Article 4.
- 2.3 Payment. Seller shall render an invoice to buyer after Delivery of the NH Class I Thermal RECs. Payment for any NH Class I Thermal RECs shall be made by Buyer to Seller within ten (10) Business Days after the receipt of invoice for Delivery of said NH Class I Thermal RECs.
- 2.4 Wire Transfer. All payments by Buyer to Seller shall be made by wire transfer in immediately available United States dollars or as otherwise reasonably requested by Seller pursuant to Section 6.2.
- 2.5 Interest. All overdue payments hereunder shall bear interest from (and including) the due date to (but excluding) the date of payment at a rate equal to two percent (2%) over the per annum rate of interest from time to time published in the Wall Street Journal under "Money Rates" as the prime lending rate; provided, that in no event shall the applicable interest rate ever exceed the maximum lawful rate permitted by applicable law.
- 2.6 Taxes. Seller shall pay any taxes or other fees imposed on the creation, ownership or transfer of the NH Class I Thermal RECs up to and including Delivery. Buyer will pay any taxes or other fees imposed on the receipt or ownership of the NH Class I Thermal RECs after Delivery. Each Party will be responsible for the payment of any fees, including brokers' fees, incurred by it in connection with the transactions contemplated by this Agreement.
- 2.7 Term. This Agreement shall be effective on and as of the date hereof (the "Effective Date") and shall terminate upon satisfaction by Buyer and Seller of their respective obligations pursuant to this Article 2 (the "Term") unless terminated pursuant to Section 5.

ARTICLE 3: REPRESENTATIONS AND WARRANTIES

- 3.1 Seller representations and warranties. On and as of the Effective Date and upon Delivery, Seller hereby represents and warrants to Buyer as follows:
- (a) Seller has and, at all times during the Term will have, all necessary power and authority to execute, deliver and perform its obligations hereunder.
 - (b) The execution, delivery and performance of this Agreement by Seller has been duly authorized by all necessary action and does not violate any of the terms or conditions of Seller's governing documents, or any contract to which it is a party, or any law, rule, regulation, order, judgment or other legal or regulatory determination applicable to Seller.
 - (c) There is no pending or (to Seller's knowledge) threatened litigation, arbitration or administrative proceeding that materially adversely affects Seller's ability to perform its obligations under this Agreement.
 - (d) At the time of Delivery, Seller (i) shall convey good title to the NH Class I Thermal RECs to Buyer free and clear of any liens or other encumbrances or title defects; (ii) has the sole and exclusive legal right to sell the contract NH Class I Thermal RECs, and all right title and interest thereto, to Buyer hereunder; (iii) shall have sold and transferred the contract NH Class I Thermal RECs transferred hereunder once and only once exclusively to Buyer; (iv) have made no representation, in writing or otherwise, that any third-party received, or has obtained any right to, such contract RECs that are inconsistent with the rights being acquired by Buyer hereunder, including but not limited to, any right to use the contract RECs to meet the renewable energy requirements in any other jurisdiction; and (v) Seller further represents and warrants that any and all RECs represent generation from a renewable generation facility that has been qualified by the NH PUC to produce NH Class I Thermal RECs pursuant to the Renewable Portfolio Standard.
 - (e) In the case of qualified producers, the generating facilities which will produce the NH Class IV RECs have been qualified as a producer of NH Class I Thermal RECs. Seller makes no warranties with regard to potential regulatory

changes over which it has no control. Should these generating facilities no longer qualify as a producer of NH Class I Thermal RECs as of the time for Delivery, Seller is not obliged to provide replacement certificates, nor is Buyer obligated to purchase any of the Certificate Quantity.

(f) In the case of Regulatory Approved Contingent producers, the generating facilities which will produce the NH Class I Thermal RECs will seek approval as a producer of NH Class I Thermal RECs. Seller makes no warranties with regard to regulatory approval or regulatory changes over which it has no control. Should these generating facilities not obtain approval, or obtain approval and then no longer qualify as a producer of Class I Thermal RECs due to a regulatory change over which it has no control at the time for Delivery, Seller is not obligated to provide replacement certificates, nor is Buyer obligated to purchase any of the Certificate Quantity.

(g) Seller is an Account Holder as defined in Rule 2.2 of the NEPOOL GIS Operating Rules.

(h) Seller is not Bankrupt (as defined in Article 4 below) and there are no proceedings pending or being contemplated by it or, to its knowledge, threatened against it which would result in it being or becoming Bankrupt.

3.2 Buyer representations and warranties. On and as of the Effective Date, Buyer hereby represents and warrants to Seller as follows:

(a) Buyer has, and at all times during the Term will have, all necessary power and authority to execute, deliver and perform its obligations hereunder.

(b) The execution, delivery and performance of this Agreement by Buyer has been duly authorized by all necessary action and does not violate any of the terms or conditions of Buyer's governing documents, or any contract to which it is a party, or any law, rule, regulation, order, judgment or other legal or regulatory determination applicable to Buyer.

(c) There is no pending or (to Buyer's knowledge) threatened litigation or administrative proceeding that materially adversely affects Buyer's ability to perform its obligations under this Agreement.

ARTICLE 4: EVENTS OF DEFAULT

4.1 Events of Default. For purposes of and during the Term, each of the following shall constitute an event of default ("Event of Default") by a Party:

(a) if a Party materially breaches any or all of its obligations as described in this Agreement and such breach is not cured within five (5) Business Days of written notice of such breach from the other Party;

(b) if any representation or warranty made by a Party in Article III of this Agreement proves to have been misleading or false in any material respect when made; and/or,

(c) if a Party:

(i) makes an assignment or any general arrangement for the benefit of its creditors,

(ii) files a petition or otherwise commences, authorizes or acquiesces in the commencement of a proceeding or cause under any bankruptcy or similar law for the protection of creditors, or has such a petition filed against it,

(iii) otherwise becomes bankrupt or insolvent (however evidenced), or

(iv) becomes unable to pay its debts as they fall due (any circumstances described in (i) through (iv), will be defined as "Bankrupt").

ARTICLE 5: REMEDIES UPON DEFAULT

5.1 Remedies. Upon an Event of Default, the non defaulting Party ("Notifying Party") may (i) terminate this Agreement upon written notice to the defaulting Party, (ii) withhold any payments due in respect of this Agreement to the extent of its damages pursuant to this Article 5, and (iii) exercise such remedies as provided in this Agreement. Both Parties hereby stipulate that the remedies set forth in this Article 5 are reasonable in light of the anticipated harm and the difficulty of estimation or calculation of actual damages, and each Party hereby waives the right to contest such payments as an unreasonable penalty.

5.2 Termination By Seller. In the event of a default by Buyer, if Seller elects to terminate this Agreement pursuant to Section 5.1, then Seller shall utilize commercially reasonable efforts, during any and all Trading Periods remaining in the compliance year, to sell to a third party the remaining NH Class I Thermal RECs that Buyer was obligated to purchase hereunder but for the termination ("Remaining NE-GIS Certificates"). Upon the closing of the appropriate Trading Period, Buyer shall pay the positive amount, if any, equal to the product of: (i) the purchase price for each Remaining NE-GIS Certificate, contained in Section 2.1 less (ii) the average purchase price paid by a third party for the Remaining NE-GIS Certificates times (iii) the number of Remaining NE-GIS Certificates. Buyer shall also pay any and all reasonable costs, fees and expenses associated with Seller's attempt to identify a buyer and close a sale of the Remaining NE-GIS Certificates. Upon written notice to Buyer that that Seller is unable to consummate a sale with a third party purchaser, the Buyer shall be responsible for the costs established by multiplying the amount in Section 5.2 (i) by the amount in Section 5.2 (iii) and Seller shall transfer the Remaining NE-GIS Certificates to Buyer to the extent possible within the existing NEPOOL GIS rules. If transfer is not possible within NEPOOL GIS, Seller shall provide evidence to Buyer that those Remaining NE-GIS Certificates were retired in the Seller's NEPOOL GIS account. Buyer shall also pay all reasonable costs and fees associated with Seller's attempt to identify a buyer and close a sale of the Remaining NE-GIS Certificates.

5.3 Termination By Buyer. In the event of a default by Seller, if Buyer elects to terminate this Agreement pursuant to Section 5.1, then Buyer shall utilize commercially reasonable efforts to purchase, from a third party, any and all NH Class I Thermal RECs that Seller was obligated to deliver under this Agreement but failed to deliver ("Replacement NE-GIS Certificates"). The Replacement NE-GIS Certificates shall meet any and all obligations regarding NH Class I Thermal RECs hereunder and shall be of equal vintage as specified in Section 2.1. Seller shall pay Buyer, on demand, the positive amount, if any, equal to the product of: (i) the average purchase price paid by Buyer for the Replacement NE-GIS Certificates (not to exceed the applicable Alternative Compliance payment rate) less (ii) the purchase price for the NH Class I Thermal RECs contained in Section 2.1, multiplied by (iii) the number of Replacement NE-GIS Certificates. Seller shall also pay any and all reasonable costs, fees and expenses associated with Buyer's purchasing the Replacement NE-GIS Certificates. In the event that Buyer, after using utilize commercially reasonable efforts, was unable to purchase, from a third party, Replacement NE-GIS Certificates that met any and all obligations regarding NH Class I Thermal RECs hereunder and of equal vintage, then Seller shall pay Buyer the product of (x) the applicable Alternative Compliance payment in effect for that Class and vintage of NH REC, minus (y) the purchase price for the NH Class I Thermal RECs contained in Section 2.1, multiplied by (z) the number of Replacement NE-GIS Certificates. Seller shall also pay all of Buyer's reasonable costs, fees and expenses associated with Buyer's commercially reasonable efforts to purchase the Replacement NE-GIS Certificates, and any taxes levied upon Buyer associated with such payment.

5.4 Exclusive Remedy. THE REMEDIES SET FORTH IN THIS ARTICLE 5 SHALL BE THE SOLE AND EXCLUSIVE REMEDIES OF THE RESPECTIVE PARTIES IN THE EVENT OF A DEFAULT, AND A PARTY'S LIABILITY SHALL BE LIMITED AS SET FORTH IN THIS SECTION. ALL OTHER REMEDIES OR DAMAGES AT LAW ARE HEREBY WAIVED.

5.5 Limitation of Liability. IN THE EVENT OF A DEFAULT, THE DEFAULTING PARTY'S LIABILITY SHALL BE LIMITED AS SET FORTH HEREIN. IN NO EVENT SHALL ANY OTHER LIABILITY BE INCURRED BY EITHER PARTY FOR ANY OBLIGATIONS WHICH ARISE UNDER THIS AGREEMENT, INCLUDING (BUT NOT LIMITED TO) LIABILITY FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, OR INDIRECT DAMAGES IN TORT, CONTRACT, OR OTHERWISE.

ARTICLE 6: NOTICES AND FORMAL COMMUNICATION

6.1 Notices. Any notice, demand, or request permitted or required under this Agreement shall be delivered in person, by facsimile, by prepaid overnight United States mail or by overnight courier service, return receipt requested, to a Party at the applicable address set forth below:

If to Seller:

Company: Sullivan County
 Attn: Jessie W. Levine, County Manager
 Address: 14 Main Street, Newport, NH 03773
 Phone: (603)863-2560
 Fax: (603)863-9314
 Email: manager@sullivancountynh.gov

If to Buyer:

Company: Public Service Company of New Hampshire C/O
 Northeast Utilities Service Company
 Attn: Christie Bradway, Manager – Renewable Power
 Address: P.O Box 270, Hartford, CT 06141-0270
 Telephone: 860-665-5296
 Facsimile: 860-665-4583
 Email: bradwcl@nu.com

- 6.2 Notices by hand delivery or facsimile (provided a copy is also sent by overnight mail) shall be effective at the close of business on the day actually received, if received during receiving Party's business hours on a Business Day, and otherwise shall be effective at the close of business on the next Business Day. Notice by overnight United States mail or overnight courier service shall be effective when received by a Party at the address as specified above.
- 6.3 Payments. Any and all payments due Seller shall be made, pursuant to Section 2.4, to the following account (which may be changed by Seller upon notice to Buyer):

By Wire:

Company: County of Sullivan
 Bank: Claremont Savings Bank
 Account No.: 56-500429
 ABA: 211770190

By ACH:

Company: County of Sullivan
 Bank: Claremont Savings Bank
 Account No.: 56-500429
 ABA: 211770190

- 6.4 The addresses for notice and payment information specified in Sections 6.1 and 6.3 may be changed from time to time by written notice by either Party to the other Party without amendment of this Agreement.

ARTICLE 7: CONFIDENTIALITY

7.1 Confidentiality. Except as provided in this Section, neither Party shall publish, disclose, or otherwise divulge Confidential Information, without the other Party's prior express written consent. Each Party shall permit knowledge of and access to Confidential Information only to those of its affiliates, attorneys, accountants, representatives, agents, officers, manager, directors and employees who have a need to know related to the implementation of this Agreement.

7.2 Required Disclosure. If a Party becomes legally compelled to disclose any of the Confidential Information to a federal or state governmental agency, such Party shall inform the other Party of such disclosure so that the other Party may seek a protective order or other appropriate remedy. If such protective order or other remedy is not obtained by the day disclosure is required, such Party shall furnish only that portion of the Confidential Information which is legally required.

7.3 Survival. The confidentiality obligations set forth in this Agreement shall terminate two (2) years from Effective Date.

ARTICLE 8: MISCELLANEOUS

8.1 Assignment. This Agreement is not assignable by either Party, except as provided herein, without the prior written consent of the non-assigning Party, which consent shall not be unreasonably withheld, delayed or conditioned. Any assignment without the prior approval of the non-assigning Party is voidable by such non-assigning Party; provided, however, either Party may, without the consent of the other Party, (i) transfer, sell, pledge, encumber or assign this Agreement or the accounts, revenues or proceeds hereof in connection with any financing or other financial arrangements, (ii) transfer or assign this Agreement to an affiliate of such Party which affiliate's creditworthiness is equal to or higher than that of such Party and which is otherwise able to perform assignor's obligations under this Agreement, or (iii) transfer or assign this Agreement to any person or entity succeeding to all or substantially all of the assets whose creditworthiness is equal to or higher than that of such Party; provided, however, that in each such case, any such assignee shall agree in writing to be bound by the terms and conditions hereof.

8.2 Amendment/Binding Effect. This Agreement may not be amended, changed, modified, or altered unless such amendment, change, modification, or alteration is in writing and signed by both of the Parties to this Agreement. This Agreement shall inure to the benefit of and shall be binding upon the Parties and their respective successors and permitted assigns.

8.3 Force Majeure. To the extent there is an interruption or curtailment in the operation of the NEPOOL-GIS as a result of any acts of God, war, war-like condition, embargoes, riots, acts of terrorism, strike and other events not within its reasonable control or the result of negligence of the Party claiming Force Majeure, then neither Party shall be liable to the other Party for failure or delay in the performance of any obligation under this Agreement. The Party claiming Force Majeure shall notify the other Party of the occurrence thereof as soon as possible and shall use reasonable efforts to resume performance immediately upon the cessation of the interruption or curtailment of the NEPOOL-GIS.

8.4 Severability. If any article, section, phrase or portion of this Agreement is, for any reason, held or adjudged to be invalid, illegal or unenforceable by any court of competent jurisdiction, such article, section, phrase, or portion so adjudged will be deemed separate, severable and independent and the remainder of this Agreement shall remain in full force and effect and shall not be invalidated or rendered illegal or unenforceable or otherwise affected by such adjudication, provided that the basic purpose of this Agreement and the benefits to the Parties are not substantially impaired.

8.5 Entire Agreement. This Agreement completely and fully supersedes all other understandings or agreements, both written and oral, including any term sheet or confirmation, between the Parties relating to the subject matter hereof.

8.6 Waiver. No delay or omission by a Party in the exercise of any right under this Agreement shall be taken, construed or considered as a waiver or relinquishment thereof, and any such right may be exercised from time to time and as often as may be deemed expedient. If any of the terms and conditions hereof are breached and thereafter waived by a Party, such waiver shall be limited to the particular breach so waived and is not deemed to waive any other breach hereunder.

8.7 Governing Law; Waiver of Jury Trial. This Agreement and the rights and duties of the Parties hereunder shall be governed by and shall be construed, enforced and performed in accordance with the laws of the State of New Hampshire, without regard to principles of conflicts of law. EACH PARTY WAIVES ITS RESPECTIVE RIGHT TO

F.9

ANY JURY TRIAL WITH RESPECT TO ANY LITIGATION ARISING UNDER OR IN CONNECTION WITH THIS AGREEMENT.

8.9 Counterparts. This Agreement may be executed in several counterparts, each of which is an original and all of which constitute one and the same instrument.

8.10 Headings. The Article and section titles in this Agreement are only for purposes of convenience and do not form a part of this Agreement and will not be taken to qualify, explain or affect any provision thereof.

8.11 Recordings. Unless a Party expressly objects to a Recording (defined below) at the beginning of a telephone conversation, each Party consents to the creation of a tape or electronic recording ("Recording") of all telephone conversations between the trading, or scheduling employees of the Parties to this Agreement, and that any such recordings will be retained in confidence, secured from improper access, and may be submitted in evidence in any proceeding or action relating to this Agreement. Each Party waives any further notice of such monitoring or recording, and agrees to notify its trading, marketing and/or scheduling employees of such monitoring or recording and to obtain any necessary consent of such officers and employees; provided, however, that any Party creating and maintaining a Recording shall, upon written request, timely provide a copy of the Recording to the other Party.

8.12 Indemnification. Each Party agrees to indemnify, defend and hold harmless the other Party, and any of said other Party's affiliates, directors, officers, employees, agents and permitted assigns, from and against all claims, losses, injuries, liabilities, damages, judgments, awards, fines, penalties, costs and expenses (including reasonable attorneys' fees and disbursements) incurred in connection with, arising out of, or alleged to arise out of any breach of representation or warranty by said Party. This indemnity shall survive the expiration or termination of this Agreement for a period of one year.

8.13 No Third Party Beneficiaries. Nothing herein is intended to or should be construed to create any rights of any kind whatsoever in third persons not parties to this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first set forth above.

PUBLIC SERVICE COMPANY OF NEW HAMPSHIRE

SULLIVAN COUNTY

By: _____
Name: James Shuckerow, Jr.
Title: Director, Energy Supply, Northeast Utilities,
On Behalf of PSNH

By: _____
Name: Jessie W. Levine
Title: County Manager, as authorized by Board
of Commissioners on August 4, 2014

EXHIBIT A

Commercial Terms – Regulatory Approval Contingent and Unit Contingent
 NEPOOL-GIS CERTIFICATE QUANTITIES, VINTAGE AND PURCHASE PRICE

VINTAGE	TYPE OF NEPOOL-GIS CERTIFICATE	NEPOOL-GIS CERTIFICATE PURCHASE PRICE - \$ PER NEPOOL GIS CERTIFICATE	DELIVERY TYPE	NEPOOL-GIS CERTIFICATE QUANTITY	REGULATORY APPROVAL CONTINGENT AND/OR UNIT CONTINGENT NEPOOL-GIS CERTIFICATE QUANTITY - % OF GENERATING UNIT PRODUCTION Month: %
2014	NH Class I Thermal	\$21.00	Regulatory Approval Contingent	1,100	* : % * : % * : % *100% of RECs generated until Not to Exceed value is fulfilled Not to Exceed 1,100 RECs



Equitable Sharing Agreement and Certification



OMB Number 1123-0011
Expires 9-30-2014

- Police Department
 Sheriff's Office
 Task Force (Complete Table A)
 Prosecutor's Office
 National Guard Counterdrug Unit
 Other

* Please fill each required field. Hover mouse over any fillable field for pop-up instructions. *

Agency Name: Sullivan County Attorney's Office

NCIC/ORI/Tracking Number:

N	H	0	1	0	0	1	3	A
---	---	---	---	---	---	---	---	---

Mailing Address: 14 Main Street

City: Newport

State: NH

Zip: 03773

Finance Contact: First: Melanie

Last: O'Sullivan

Phone: 603-863-7950

E-mail: ca3@sullivancountynh.gov

Preparer:

First: Melanie

Last: O'Sullivan

Same as Finance Contact

Phone: 603-863-7950

E-mail: ca3@sullivancountynh.gov

Independent Public Accountant:

E-mail: sburke@melansonheath.com

Last FY End Date: 06/30/2014

Agency Current FY Budget:

\$587,866.00

- New Participant:** Read the Equitable Sharing Agreement and sign the Affidavit.
 Existing Participant: Complete the Annual Certification Report, read the Equitable Sharing Agreement, and sign the Affidavit.
 Amended Form: Revise the Annual Certification Report, read the Equitable Sharing Agreement, and sign the Affidavit.

Annual Certification Report

Summary of Equitable Sharing Activity		Justice Funds ¹	Treasury Funds ²
1	Beginning Equitable Sharing Fund Balance (must match Ending Equitable Sharing Fund Balance from prior FY)	\$97.18	
2	Federal Sharing Funds Received		
3	Federal Sharing Funds Received from Other Law Enforcement Agencies and Task Forces (To populate, complete Table B)		
4	Other Income		
5	Interest Income Accrued Non-Interest Bearing <input type="radio"/> Interest Bearing <input checked="" type="radio"/>	\$0.03	
6	Total Equitable Sharing Funds (total of lines 1 - 5)	\$97.21	\$0.00
7	Federal Sharing Funds Spent (total of lines a - m below)	\$0.00	\$0.00
8	Ending Balance (difference between line 7 and line 6)	\$97.21	\$0.00

¹ Justice Agencies are: FBI, DEA, ATF, USPIS, USDA, DCIS, DSS, and FDA.

² Treasury Agencies are: IRS, ICE, CBP, TTB, USSS, and USCG.

Summary of Shared Funds Spent		Justice Funds	Treasury Funds
a	Total spent on salaries under permitted salary exceptions		
b	Total spent on overtime		
c	Total spent on informants, "buy money", and rewards		
d	Total spent on travel and training		
e	Total spent on communications and computers		
f	Total spent on weapons and protective gear		
g	Total spent on electronic surveillance equipment		
h	Total spent on buildings and improvements		
i	Total transfers to other participating state and local law enforcement agencies (To populate, complete Table C)		
j	Total spent on other law enforcement expenses (To populate, complete Table D)		
k	Total Expenditures in Support of Community-Based Programs (To populate, complete Table E)		
l	Total Windfall Transfers (To populate, complete Table F)		
m	Total spent on matching grants (To populate, complete Table G)		
n	Total	\$0.00	\$0.00
o	Did your agency receive non-cash assets? <input type="radio"/> Yes <input checked="" type="radio"/> No If yes, complete Table H.		

Please fill out the following tables, if applicable.

Table A: Members of Task Force

Agency Name	NCIC/ORI/Tracking Number										
	<table border="1" style="width: 100%; height: 100%;"> <tr> <td style="width: 10%;"></td> </tr> </table>										

Table B: Equitable Sharing Funds Received from other Agencies

Transferring Agency Name, City, and State	Justice Funds	Treasury Funds								
Agency Name: <input style="width: 450px;" type="text"/>										
NCIC/ORI/Tracking Number: <table border="1" style="width: 100%; height: 100%; text-align: center;"> <tr> <td style="width: 10%;"></td> </tr> </table>										

Table C: Equitable Sharing Funds Transferred to Other Agencies

Receiving Agency Name, City, and State	Justice Funds	Treasury Funds								
Agency Name: <input style="width: 450px;" type="text"/>										
NCIC/ORI/Tracking Number: <table border="1" style="width: 100%; height: 100%; text-align: center;"> <tr> <td style="width: 10%;"></td> </tr> </table>										

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Table D: Other Law Enforcement Expenses

Description of Expense	Justice Funds	Treasury Funds

Table E: Expenditures in Support of Community-Based Programs

Recipient	Justice Funds	

Table F: Windfall Transfers

Recipient	Justice Funds	Treasury Funds

Table G: Matching Grants

Matching Grant Name	Justice Funds	Treasury Funds

Table H: Other Non-Cash Assets Received

Source	Description of Asset
Justice <input type="radio"/>	
Treasury <input type="radio"/>	

Table I: Civil Rights Cases

Name of Case	Type of Discrimination Alleged			
		<input type="checkbox"/> Race	<input type="checkbox"/> Color	<input type="checkbox"/> National Origin
<input type="checkbox"/> Disability		<input type="checkbox"/> Age	<input type="checkbox"/> Other _____	

Paperwork Reduction Act Notice

Under the Paperwork Reduction Act, a person is not required to respond to a collection of information unless it displays a valid OMB control number. We try to create accurate and easily understood forms that impose the least possible burden on you to complete. The estimated average time to complete this form is 30 minutes. If you have comments regarding the accuracy of this estimate, or suggestions for making this form simpler, please write to the Asset Forfeiture and Money Laundering Section, 1400 New York Avenue, N.W., Washington, DC 20005.

Equitable Sharing Agreement

This Federal Equitable Sharing Agreement, entered into among (1) the Federal Government, (2) the above-stated law enforcement agency ("Agency"), and (3) the governing body, sets forth the requirements for participation in the federal Equitable Sharing Program and the restrictions upon the use of federally forfeited cash, property, proceeds, and any interest earned thereon, which are equitably shared with participating law enforcement agencies.

By its signatures, the Agency agrees that it will be bound by the statutes and guidelines that regulate shared assets and the following requirements for participation in the federal Equitable Sharing Program. Receipt of the signed Equitable Sharing Agreement and Certification (this "Document") is a prerequisite to receiving any equitably shared cash, property, or proceeds.

1. **Submission.** This Document must be submitted to aca.submit@usdoj.gov within 60 days of the end of the Agency's fiscal year. This Document must be submitted electronically with the Affidavit/Signature submitted by fax. This will constitute submission to the Department of Justice and the Department of the Treasury.
2. **Signatories.** This agreement must be signed by the head of the Agency and the head of the governing body. Examples of Agency heads include police chief, sheriff, director, commissioner, superintendent, administrator, chairperson, secretary, city attorney, county attorney, district attorney, prosecuting attorney, state attorney, commonwealth attorney, and attorney general. The governing body's head is the person who allocates funds or approves the budget for the Agency. Examples of governing body heads include city manager, mayor, city council chairperson, county executive, county council chairperson, director, secretary, administrator, commissioner, and governor.
3. **Uses.** Any shared asset shall be used for law enforcement purposes in accordance with the statutes and guidelines that govern the federal Equitable Sharing Program as set forth in the current edition of the Department of Justice's *Guide to Equitable Sharing for State and Local Law Enforcement (Justice Guide)*, and the Department of the Treasury's *Guide to Equitable Sharing for Foreign Countries and Federal, State, and Local Law Enforcement Agencies (Treasury Guide)*.
4. **Transfers.** Before the Agency transfers cash, property, or proceeds to other state or local law enforcement agencies, it must first verify with the Department of Justice or the Department of the Treasury, depending on the source of the funds, that the receiving agency is a current and compliant Equitable Sharing Program participant.
5. **Internal Controls.** The Agency agrees to account separately for federal equitable sharing funds received from the Department of Justice and the Department of the Treasury. Funds from state and local forfeitures and other sources must not be commingled with federal equitable sharing funds. The Agency shall establish a separate revenue account or accounting code for state, local, Department of Justice, and Department of the Treasury forfeiture funds. Interest income generated must be accounted for in the appropriate federal equitable sharing account.

The Agency agrees that such accounting will be subject to the standard accounting requirements and practices employed for other public funds as supplemented by requirements set forth in the current edition of the *Justice Guide* and the *Treasury Guide*, including the requirement in the *Justice Guide* to maintain relevant documents and records for five years.

The misuse or misapplication of shared resources or the supplantation of existing resources with shared assets is prohibited. Failure to comply with any provision of this agreement shall subject the recipient agency to the sanctions stipulated in the current edition of the *Justice or Treasury Guides*, depending on the source of the funds/property.

6. **Audit Report.** Audits will be conducted as provided by the Single Audit Act Amendments of 1996 and OMB Circular A-133. The Department of Justice and Department of the Treasury reserve the right to conduct periodic random audits.

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Affidavit - Existing Participant

Under penalty of perjury, the undersigned officials certify that **they have read and understand their obligations under the Equitable Sharing Agreement** and that the information submitted in conjunction with this Document is an accurate accounting of funds received and spent by the Agency under the *Justice and/or Treasury Guides* during the reporting period and that the recipient Agency is in compliance with the National Code of Professional Conduct for Asset Forfeiture.

The undersigned certify that the recipient Agency is in compliance with the nondiscrimination requirements of the following laws and their Department of Justice implementing regulations: Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*), Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 *et seq.*), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), and the Age Discrimination Act of 1975 (42 U.S.C. § 6101 *et seq.*), which prohibit discrimination on the basis of race, color, national origin, disability, or age in any federally assisted program or activity, or on the basis of sex in any federally assisted education program or activity. The Agency agrees that it will comply with all federal statutes and regulations permitting federal investigators access to records and any other sources of information as may be necessary to determine compliance with civil rights and other applicable statutes and regulations.

During the past fiscal year: (1) has any court or administrative agency issued any finding, judgment, or determination that the Agency discriminated against any person or group in violation of any of the federal civil rights statutes listed above; or (2) has the Agency entered into any settlement agreement with respect to any complaint filed with a court or administrative agency alleging that the Agency discriminated against any person or group in violation of any of the federal civil rights statutes listed above? Yes No

If you answered yes to the above question, complete Table I

Agency Head

Governing Body Head

Signature: [Signature]
Name: Marc B. Hathaway, Esq.
Title: Sullivan County Attorney
Date: 7/29/14
E-mail: ca1@sullivancountynh.gov

Signature: [Signature]
Name: Jeffrey Barrette
Title: Chairman, Board of Commissione
Date: 8/4/14
E-mail: commissioners@sullivancountynh.gov

Subscribe to Equitable Sharing Wire:

The Equitable Sharing Wire is an electronic newsletter that gives you important, substantive, information regarding Equitable Sharing policies, practices, and procedures.

ca3@sullivancountynh.gov

Final Instructions:

- Step 1: Click to save for your records
- Step 2: Click to save in XML format

- Step 3: Email the XML file to aca.submit@usdoj.gov
- Step 4: Scan & email this Affidavit to aca.affidavit@usdoj.gov
(Email subject line must include Agency NCIC/ORI Code)

FOR AGENCY USE ONLY

Entered by _____

Entered on _____

FY End: 06/30/2014 Date Printed: July 29, 2014 15:31

NCIC: NH010013A Agency: Sullivan County Attorney's Office Phone: 603-863-7950

State: NH Preparer: Melanie O'Sullivan E-mail: ca3@sullivancountynh.gov



**Maintenance and Use Agreement
Between the Town of Newport and the County of Sullivan**

Whereas, on August XX, 2012, the County of Sullivan bought the property located on the corner of Sunapee Street and North Main Street in Newport (Map 111 Lot 52), known as the Ruger Parking Lot, for the purpose of providing parking to users and employees of their facilities, and

Whereas, the Town formerly leased the property from the previous owner for the purpose of public parking, and

Whereas, the Town wishes to continue to provide public access to this parking area, and

Whereas the Town and the County want to continue to work cooperatively on this area,

Therefore, the Town of Newport and the County of Sullivan hereby enter into the following Maintenance and Use Agreement:

1. The Town agrees to perform maintenance on this area to keep it in safe, usable condition and shall be responsible for all costs associated with said maintenance. Winter maintenance shall be performed within the course of the Town's normal maintenance operations.

Responsibility for any modification or fixtures added to the parking area will be addressed as an amendment to this document.

2. The parking lot will remain open for public parking when spaces are available.
3. The Town and County agree to maintain such insurance as shall protect them from all liability risks
4. This agreement shall remain in force until terminated or modified by the parties. Written Notice of Termination shall be provided 90 days prior to the termination date.
5. If the County elects to transfer this property, the Town of Newport, or its assigns, is hereby granted a right of first refusal for the purchase of the property at an amount of \$104,000.

Signed by:

Date: _____

County Manager, County of Sullivan

Date: _____

Town Manager, Town of Newport