

STATE OF NEW HAMPSHIRE

44 JDR

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

February 1, 2021

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

His Excellency and Honorable Councilors:

**REQUESTED ACTION**

Authorize the New Hampshire Public Utilities Commission (Commission) to award grant funds in the amount of \$253,827 to Aberdeen West Cooperative, Inc., vendor number pending, to install and operate a ground-mount solar array that will benefit low and moderate income (LMI) residents of the resident-owned manufactured home community (ROC) located in the Aberdeen West Cooperative in Stratham, New Hampshire, from Governor and Council approval through June 30, 2022. Funding is 100% Renewable Energy Fund (REF), a non-lapsing special fund established pursuant to RSA 362-F:10.

02-81-81-811510-54540000 Renewable Portfolio Standard 362-F:10

	FY2021	Total
010-081-54540000-073-500579 Grants to Institutions – State	\$253,827	\$253,827

**EXPLANATION**

Pursuant to RSA 362-F:10, the Commission is charged with administering the Renewable Energy Fund (REF), the purpose of which is to support thermal and electrical renewable energy initiatives. The Commission issued a Request for Proposals (RFP) #2019-007 pursuant to RSA 362-F:10, X, which requires the Commission to use no less than fifteen percent of the renewable energy funds to benefit LMI residential customers through financing or leveraging of financing for, including but not limited to, the development of community solar projects in manufactured housing communities or in multi-family rental housing.

The Commission received one (1) proposal requesting \$253,827 in funds in response to the RFP. The proposal has been selected to receive \$253,827 in this funding round. Attachment 1 provides additional information on the grant review and award process, and Attachment 2 provides a summary of the grant award.

With these funds, Aberdeen West Cooperative will work with a developer to design and build a community solar project. Aberdeen West Cooperative will own the array and immediately receive direct benefits from the energy generation. Direct ownership will provide additional benefits to Aberdeen West Cooperative residents, including renewable energy certificate ownership and maximum compensation for energy produced. The project's technical and program details are described in Attachment 3.

The grant is contingent on sufficient REF funds being available upon the effective date of the grant agreement. The funds have been allocated for this contract, and are being held in the fund. In the event that the REF funds are insufficient or are no longer available, General Funds will not be requested to support this program.

Respectfully submitted,

  
Dianne Martin, Esq.  
Chairwoman

**Attachments:**

Agreement with Exhibits

Attachment 1 - 2020 Grant Review Process

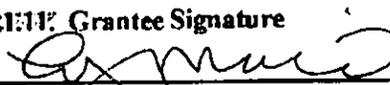
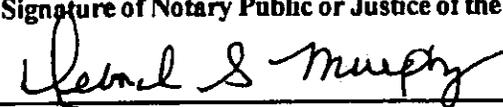
Attachment 2 - Table of 2020 Low-Moderate Income (LMI) Community Solar PV Grant Awards

Attachment 3- Project and Program Overview

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

GENERAL PROVISIONS

1. Identification and Definitions.

1.1. State Agency Name Public Utilities Commission		1.2. State Agency Address 21 S. Fruit St., Ste. 10, Concord, NH 03301	
1.3. Grantee Name Aberdeen West Cooperative, Inc.		1.4. Grantee Address 8 Aberdeen Drive, Stratham, NH 03885	
1.5. Effective Date G&C Approval	1.6. Completion Date 6/30/2022	1.7. Audit Date	1.8. Grant Limitation \$253,827
1.9. Grant Officer for State Agency Karen Cramton, Director, Sustainable Energy		1.10. State Agency Telephone No. 603-271-2431	
1.11. Grantee Signature 		1.12. Name & Title of Grantee Signor Cynthia Mariano, President, Board of Directors	
1.13. Acknowledgment: State of <u>New Hampshire</u> County of <u>Rockingham</u> , on <u>1/17/2021</u> Before the undersigned officer, personally appeared the person identified in block 1.11., known to me (or satisfactorily proven) to be the person whose name is signed in block 1.12., and acknowledged that he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace (Seal) 			
1.13.2 Name and Title of Notary Public or Justice of the Peace <u>Deborah S. Murphy</u> Notary Public <u>my commission expires 7/31/2024</u>			
1.14. State Agency Signature(s) <u>Dianne Martin</u>		1.15. Name & Title of State Agency Signor(s) Dianne Martin, Chairwoman	
1.16. Approval by Attorney General (Form, Substance and Execution) By: <u>Jon Daniel Lavallee</u> Assistant Attorney General, On: <u>2/2/2021</u>			
1.17. Approval by the Governor and Council On: <u>1/1</u>			

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

Initials DSM  
Date 1/17/2021

3. EFFECTIVE DATE; COMPLETION OF PROJECT.

- 3.1. This Agreement, and all obligations of the parties hereunder, shall become effective on the date in block 1.5 or on the date of approval of this Agreement by the Governor and Council of the State of New Hampshire whichever is later (hereinafter referred to as "the effective date").
- 3.2. Except as otherwise specifically provided for herein, the Project, including all reports required by this Agreement, shall be completed in its entirety prior to the date in block 1.6 (hereinafter referred to as "the Completion Date").
4. GRANT AMOUNT; MANNER OF PAYMENT; LIMITATIONS.
- 4.1. The Grant Amount is identified and more particularly described in EXHIBIT B, attached hereto.
- 4.2. The manner of, and schedule of payment shall be as set forth in EXHIBIT B.
- 4.3. In accordance with the provisions set forth in EXHIBIT B, and in consideration of the satisfactory performance of the Project, as determined by the State, and as limited by subparagraph 4.5 of these general provisions, the State shall pay the Grantee the Grant Amount. The State shall withhold from the amount otherwise payable to the Grantee those sums required, or permitted, to be withheld pursuant to N.H. RSA 80:7 through 7-c.
- 4.4. The payment by the State of the Grant amount shall be the only, and the complete payment to the Grantee for all expenses, of whatever nature, incurred by the Grantee in the performance hereof, and shall be the only, and the complete, compensation to the Grantee for the Project. The State shall have no liabilities to the Grantee other than the Grant Amount.
- 4.5. Notwithstanding anything in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made, hereunder exceed the Grant limitation set forth in block 1.8 of these general provisions.
5. SPECIAL CONDITIONS. Modifications to these General Conditions and any additional grant conditions shall be set forth in Exhibit C attached hereto.
6. COMPLIANCE BY GRANTEE WITH LAWS AND REGULATIONS. In connection with the performance of the Project, the Grantee shall comply with all applicable statutes, regulations, and orders of federal, state, county, or municipal authorities that impose any legal obligations or duty upon the Grantee, including the acquisition of any and all necessary permits.
7. RECORDS AND ACCOUNTS.
- 7.1. Between the Effective Date and the date seven (7) years after the Completion Date the Grantee shall keep detailed accounts of all expenses incurred in connection with the Project, including, but not limited to, costs of administration, transportation, insurance, telephone calls, and clerical materials and services. Such accounts shall be supported by receipts, invoices, bills and other similar documents.
- 7.2. Between the Effective Date and the date seven (7) years after the Completion Date, at any time during the Grantee's normal business hours, and as often as the State shall demand, the Grantee shall make available to the State all records pertaining to matters covered by this Agreement. The Grantee shall permit the State to audit, examine, and reproduce such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, data (as that term is hereinafter defined), and other information relating to all matters covered by this Agreement. As used in this paragraph, "Grantee" includes all persons, natural or fictional, affiliated with, controlled by, or under common ownership with, the entity identified as the Grantee in block 1.3 of these general provisions.
8. PERSONNEL.
- 8.1. The Grantee shall, at its own expense, contract for or provide all personnel necessary to perform the Project. The Grantee warrants that all personnel engaged in the Project shall be qualified to perform such Project, and shall be properly licensed and authorized to perform such Project under all applicable laws.
- 8.2. The Grantee shall not hire, and it shall not permit any subcontractor, subgrantee, or other person, firm or corporation with whom it is engaged in a combined effort to perform the Project, to hire any person who is a State officer or employee, elected or appointed.
- 8.3. The Grant Officer shall be the representative of the State hereunder. In the event of any dispute hereunder, the interpretation of this Agreement by the Grant Officer, and his/her decision on any dispute, shall be final.
9. DATA; RETENTION OF DATA; ACCESS.
- 9.1. As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs or data, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.
- 9.2. Between the Effective Date and the Completion Date the Grantee shall grant to the State, or any person designated by it, unrestricted access to all data for examination, duplication, publication, translation, sale, disposal, or for any other purpose whatsoever.

- 9.3. No data shall be subject to copyright in the United States or any other country by anyone other than the State, unless otherwise specified in Exhibit C.
10. CONDITIONAL NATURE OF AGREEMENT. Notwithstanding anything in this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability or continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available or appropriated funds. In the event of a reduction or termination of those funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Grantee notice of such termination.
11. EVENT OF DEFAULT; REMEDIES.
- 11.1. Any one or more of the following acts or omissions of the Grantee shall constitute an event of default hereunder (hereinafter referred to as "Events of Default"):
- 11.1.1. failure to perform the Project satisfactorily or on schedule; or
- 11.1.2. failure to submit any report required hereunder; or
- 11.1.3. failure to maintain, or permit access to, the records required hereunder; or
- 11.1.4. failure to perform any of the other covenants and conditions of this Agreement.
- 11.2. Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:
- 11.2.1. give the Grantee a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Grantee notice of termination; and
- 11.2.2. give the Grantee a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the Grant Amount which would otherwise accrue to the grantee during the period from the date of such notice until such time as the State determines that the Grantee has cured the Event of Default shall never be paid to the Grantee; and
- 11.2.3. set off against any other obligation the State may owe to the Grantee any damages the State suffers by reason of any Event of Default; and
- 11.2.4. treat the agreement as breached and pursue any of its remedies at law or in equity, or both.
12. TERMINATION.
- 12.1. In the event of any early termination of this Agreement for any reason other than the completion of the Project, the Grantee shall deliver to the Grant Officer, not later than fifteen (15) days after the date of termination, a report (hereinafter referred to as the "Termination Report") describing in detail all Project Work performed, and the Grant Amount earned, to and including the date of termination.
- 12.2. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall entitle the Grantee to receive that portion of the Grant amount earned to and including the date of termination.
- 12.3. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall in no event relieve the Grantee from any and all liability for damages sustained or incurred by the State as a result of the Grantee's breach of its obligations hereunder.
- 12.4. Notwithstanding anything in this Agreement to the contrary, either the State or, except where notice default has been given to the Grantee hereunder, the Grantee, may terminate this Agreement without cause upon thirty (30) days written notice.
13. CONFLICT OF INTEREST. No representative, officer, member or employee of the Grantee, and no representative, officer or employee of the State of New Hampshire or of the governing body of the locality or localities in which the Project is to be performed, who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of such Project, shall participate in any decision relating to this Agreement which affects his or her personal interest or the interest of any corporation, partnership, or association in which he or she is directly or indirectly interested, nor shall he or she have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.
14. GRANTEE'S RELATION TO THE STATE. In the performance of this Agreement the Grantee, its employees, and any contractor, subcontractor or subgrantee of the Grantee are in all respects independent contractors, and are neither agents nor employees of the State. Neither the Grantee nor any of its representatives, officers, employees, agents, members, subcontractors or subgrantees, shall have authority to bind the State nor are they entitled to any of the benefits, worker's compensation or emoluments provided by the State to its employees.
15. ASSIGNMENT AND SUBCONTRACTS. The Grantee shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the State.
16. INDEMNIFICATION. The Grantee shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses

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suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based on, resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Grantee or its contractors, subcontractor, or subgrantee or other agent of the Grantee in the performance of the Project. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant shall survive the termination of this agreement.

17. INSURANCE AND BOND.

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

- 17.2 The policies described in subparagraph 17.1 of this paragraph shall be the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State, and authorized to do business in the State of New Hampshire. Each policy shall contain a clause prohibiting cancellation or modification of the policy earlier than ten (10) days after written notice thereof has been received by the State. A certificate of insurance demonstrating compliance with subparagraphs 17.1 and 17.2 shall be attached to this Grant Agreement.
18. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event, or any subsequent Event. No express waiver of any Event of Default shall be deemed a waiver of any provisions hereof. No such failure or waiver shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other default on the part of the Grantee.
19. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses first above given.
20. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Council of the State of New Hampshire.
21. CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be construed in accordance with the law of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assignees. The captions and contents of the "subject" blank are used only as a matter of convenience, and are not to be considered a part of this Agreement or to be used in determining the intent of the parties hereto.
22. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.
23. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings relating hereto.

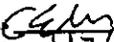
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Date *7/7/2021*

## EXHIBIT A

### SCOPE OF SERVICES

In exchange for receiving grant funds in an amount not to exceed \$253,827 from the New Hampshire Public Utilities Commission (Commission), Aberdeen West Cooperative, Inc. (Grantee) agrees to install a 90.06 kW (DC) /62 kW (AC) ground-mounted solar photovoltaic (PV) system located at the Aberdeen West Cooperative, Inc. Resident Owned Community (Community) located on Aberdeen Drive in Stratham, New Hampshire. Specifically, the Grantee agrees to:

1. Install a ground-mounted solar PV system as described in the Grantee's Proposal for Renewable Energy Fund Low and Moderate Income Community Solar Grants, submitted on January 24, 2020 in response to Commission RFP #2019-007, as supplemented after negotiations through correspondence dated April 8, 2020 (collectively, the Proposal), including, but not limited to, coordinating and overseeing the design, development, procurement, construction, installation, and interconnection of a 90.06 kW (DC) /62 kW (AC) ground-mounted solar PV system (Project). The description of Project work set forth in the Proposal is incorporated herein by reference, provided that the State in its sole discretion may approve functionally equivalent substitutions for any equipment, materials, methods, or means associated with said described Project work. The Project scope reimbursable with grant funds hereunder includes all materials and labor required to complete the Project, including that of outside contractors, subcontractors, consultants, engineers, and other members of the Project team.
2. Maintain all components of the Project as recommended by its manufacturer and/or engineering specifications.
3. Uphold the commitment to provide on-bill credits and park lot rent reduction to cooperative members of the Community for the full useful life of the Project, with 75% of the net benefits allocated to low and moderate income (LMI) participating members, as set forth in the Proposal.
4. Inform the Commission promptly, in writing, if any net direct benefit(s) to participants will decrease by 10% or more from the net benefit amount set forth in the Proposal.
5. Manage the LMI community solar program as described in the "Deliverables" section and the Proposal.
6. Provide direct benefits to Community members, of which LMI participants shall comprise the majority, for the full useful life of the Project. If at any time an alternative method of maintaining LMI majority is required, inform the Commission in writing immediately of that alternative method.
7. Provide the Commission with reports and status updates as specified in the "Deliverables" section.
8. Submit a complete New Hampshire Class II Renewable Energy Source Eligibility application to the Commission for the certification of the output of the Project to produce New Hampshire Class II renewable energy certificates (RECs).

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9. Market the Project RECs to electricity providers in New Hampshire for compliance with the state's renewable portfolio standard law, RSA 362-F, if and when the Grantee deems it economically advantageous to do so.
10. Acknowledge the Renewable Energy Fund as a source of funds used for the project in any literature, press release, or public discussion of the Project.

Notwithstanding the foregoing, if any provision contained in any portion of the Proposal incorporated by reference in paragraph 1 above is contrary to or inconsistent with the terms and conditions of this grant agreement and all exhibits and attachments then the terms and conditions of this grant agreement and all exhibits and attachments shall control and shall supersede any and all such contrary or inconsistent provisions of the Proposal.

### DELIVERABLES

The Grantee agrees to prepare and submit written progress reports to the Commission, in a form and manner prescribed by the Commission, and to participate in monthly status update meetings or conference calls prior to the Project completion date and in additional status update meetings or conference calls upon Commission request following Project completion. The written progress reports shall meet the following specifications:

Report Type	Reporting Period	Due Date	Scope of Report
Report #1	Through 3/31/2021	5/1/2021	Update on community solar program development and enrollment. Overview of Project progress (including, but not limited to, permits, participant recruitment, development and construction, significant accomplishments, delays, etc.)
Report #2	4/1/2021 – 6/30/2021	8/1/2021	Same as above.
Report #3	7/1/2021 – 9/30/2021	11/1/2021	Same as above.
Report #4	10/1/2021 – 12/31/2021	2/1/2022	Same as above.
Annual Report	Calendar Years 2022 - 2031	2/1 of the immediately following year	LMI Community Solar Program Annual Report (see below for details)

All written reports submitted after the completion of the Project shall include, at a minimum, the following:

1. Identification of the Grantee, project name, RFP 2019-007, and updated contact information;
2. Electric energy produced by the Project (i.e., kilowatt-hours generated) during the preceding calendar year;

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3. Total number of participants in the LMI Community Solar Program (Program) and breakdown of participants: low-income, moderate-income, other;
4. Number of LMI participating customers receiving direct benefits through the Program;
5. Description and quantification of direct benefits provided to LMI and non-LMI participants through the Program;
6. Quantification of the annual net direct benefits (in dollars) received by each LMI participant;
7. Explanation of any material variation between the direct benefits projected in the Grantee's proposal and the actual direct benefits provided to participating LMI customers through the Program;
8. Certification of income verification conducted for each LMI participating customer, and description of the income verification process;
9. Certification that the number of participating customers equaled or exceeded five (5), and that the majority of participating customers were certified and verified to be LMI;
10. Description of any change in ownership of the Project;
11. Description of any changes made to the overall Program model;
12. Description of any impacts to public benefits received by participating LMI customers or any tax implications related to participation by LMI customers in the Program;
13. The number of RECs produced during the preceding calendar year; and
14. The number of RECs sold during the preceding calendar year.

**EXHIBIT B**

**GRANT AMOUNT, TERMS, AND METHODS OF PAYMENT**

1. This grant agreement between the New Hampshire Public Utilities Commission (Commission) and Aberdeen West Cooperative, Inc. (Grantee) commences upon approval by Governor and Executive Council and concludes on June 30, 2022.
2. In consideration of the satisfactory performance of the obligations described in Exhibit A, including the construction and installation of the Project (as defined in Exhibit A), as determined by the State, the State agrees to pay an amount not to exceed \$253,827 to the Grantee, or as directed by the Grantee, to the photovoltaic system installer, KW Management, Inc., pursuant to the terms and conditions specified in this Exhibit B.
3. Any grant funds under the grant agreement will not be paid unless and until all of the following have occurred by the target dates specified:

Resolution of decommissioning bond to the Town of Stratham, and notify Commission of any impact to participant net benefits. Resolution with the Town of Stratham whether the Project qualifies for a solar property tax exemption, and notify the Commission of any impact to participant net benefits.	June 30, 2021
All participants identified, majority LMI participants confirmed, and the total projected load of enrolled participants offsets the total generation capacity of the Project.	June 30, 2021
Execution of group net metering agreement by all necessary action between the Grantee and participating cooperative residents.	July 31, 2021
Confirm net direct benefits to LMI participants, and notify Commission of any changes in projected net direct benefit amounts, prior to commencing construction.	July 31, 2021
Receipt of all federal, state, and local permits, licenses, consents, and approvals required for construction, installation, and operation of the Project.	July 31, 2021

The Grantee shall use reasonable best efforts to achieve the foregoing milestones by the dates set forth in the table above. The Commission may extend any of such specified dates at its sole discretion for good cause shown upon written request by the Grantee.

4. The Grantee's reimbursement requests shall cover only the costs of materials and equipment delivered to the site of the Project and incorporated into or to be incorporated into the Project and only labor costs directly related to the design, construction and installation of the Project. The Grantee's reimbursement requests shall not include the costs of any deposits or

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prepayments for equipment or materials ordered or procured for the Project unless and until such equipment and materials are delivered to the Project site and incorporated into the Project, or delivered to the Project site for incorporation into the Project, or used at the Project site for the purpose(s) for which procured.

5. The Grantee shall receive and review final paid invoices evidencing the full costs of design, development, procurement, construction, and installation of the Project from KW Management, Inc. and/or its vendors and subcontractors. Following approval by the Grantee of submitted invoices, the Grantee may submit reimbursement requests to the Commission, with full supporting documentation, as obligations described in Exhibit A have been met and subject to the conditions stated in paragraphs 3 and 4 above, and further consistent with the grant agreement General Provisions. Reimbursement requests shall be submitted not more frequently than once per month. The amount of \$25,382.70 will be retained until the Project is complete and shall be paid only when each of the following has occurred:
- (i) the Project has been fully constructed and installed;
  - (ii) the Project has commenced operation;
  - (iii) the Grantee has submitted an application, deemed complete by the Commission, for certification of eligibility of the Project to produce Class II RECs; and
  - (iv) a site visit has been conducted by a member of the Commission staff, if the Commission deems a site visit necessary.

The State shall not be responsible for any Project expenses incurred that exceed the total grant amount or are not eligible for reimbursement under this Exhibit B.

6. Each reimbursement request shall provide a detailed listing of Project expenses incurred with supporting documentation. The Grantee shall document all Project expenditures for which reimbursement is requested with appropriate back-up documentation, including, but not limited to, receipts, invoices, bills, and other similar documents for all Project vendors, contractors, and subcontractors. At a minimum, receipts must be provided documenting labor cost, equipment cost, material cost, site work, engineering and permitting fees, and capital expenditures for all vendors, contractors, and subcontractors.
7. Each reimbursement request shall also include an express affirmation by the Grantee that it and the Project remain in full compliance with all terms and conditions of the grant agreement, and either (i) an express affirmation that there have been no material changes in any rights, interests, direct benefits to LMI participants, permits, licenses, or approvals affecting the Project since the most recent status report submitted to the Commission, or (ii) a description in reasonable detail of any such material changes in rights, interests, permits, licenses, or approvals affecting the Project since the most recent status report submitted to the Commission.
8. Reimbursement requests shall be reviewed for compliance with the scope of services set forth in Exhibit A, and the reimbursement terms and conditions of this Exhibit B, and approved or rejected by the Director of the Sustainable Energy Division or her designee. Additional documentation may be requested as determined by the State.

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9. The State agrees to make payment to the Grantee within 30 days after the approval of reimbursement requests as described in paragraph 8 above and submitted in compliance with this Exhibit B and the grant agreement General Provisions.
10. The Grantee agrees to provide economic data (including, but not limited to, the total jobs created as a result of the development and operation of the Project, to the extent possible) for activity performed during construction and operation of the Project and after completion of the Project.
11. All obligations of the State under the grant agreement, including the continuance of any payments, are contingent on the availability of funds derived from the Renewable Energy Fund established and existing pursuant to RSA 362-F:10.

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**EXHIBIT C**  
**SPECIAL PROVISIONS**

In lieu of the insurance requirements set forth in Paragraph 17.1.2 of the General Provisions, the Commission will accept comprehensive general liability insurance in the following amounts:

- \$1,000,000 for each occurrence
- \$2,000,000 for general aggregate
- \$100,000 for property damage/rented premises
- \$5,000 for medical expenses
- \$1,000,000 for personal and advertising injury
- \$2,000,000 for products/completed operations aggregate

Aberdeen West Cooperative, Inc. has no employees and is exempt from the Workers' Compensation and Employer's Liability insurance requirements.

**COVID-19 Addendum Language per NHDOJ Guidance 5-18-20**

The Grantee acknowledges and agrees that this Agreement was entered into following the coronavirus disease 2019 (COVID-19) outbreak. The Grantee agrees that to the extent the COVID-19 outbreak, or any federal, state or local orders, regulations, rules, restrictions, or emergency declarations relating to COVID-19, disrupt, delay, or otherwise impact the Scope of Services to be performed by the Grantee as set forth in EXHIBIT B of this Agreement, any such disruption, delay, or other impact was foreseeable at the time this Agreement was entered into by the Parties and does not excuse the Grantee's performance under this Agreement. The Grantee agrees that any such impact, including any disruption to supply chains, workforce reductions, delays or interruptions in performance, or other effects on businesses, are not the fault of the State and the Grantee may not seek damages against the State for any such impacts.

If the Grantee experiences or anticipates any such COVID-19-related impacts to this Agreement, the Grantee shall immediately notify the Contracting Officer. In the event of any COVID-19-related impact or anticipated impact to this Agreement, the Contracting Officer shall have the right to temporarily modify, substitute, or decrease the Services, without the approval of the Governor and Executive Council, upon giving written notice to the Grantee. The State's right to modify includes, but is not limited to the right to modify service priorities, including how and when Services are delivered, and expenditure requirements under this Agreement so as to achieve compliance therewith, provided such modifications are within the Scope of Services and cost limitations of this Agreement. By exercising any of the rights described within this subsection, the State does not waive any of its right under this Agreement.

In the event that a modification by the State under this subsection would result in a reduction of Services that cannot be supplemented during the remaining term of this Agreement with either replacement or substituted services of substantially similar value, the Parties shall submit an amendment to this Agreement with a commensurate reduction in the price. In order to facilitate

Grantee Initials *CEM*  
Date *1/26/2021*  
Page 1 of 2

reconciliation of services performed under this Agreement, the Grantee shall submit weekly reports detailing the following for any service not fully performed pursuant to the terms of the Agreement:

- 1) The services required to be performed under the terms of this Agreement as written;
- 2) The services actually performed;
- 3) Any replacement or substituted services performed with reference to the associated unperformed contracted services.

Grantee Initials: GM  
Date: 1/20/2021  
Page 2 of 2

## **ATTACHMENT 1 – 2020 LMI GRANT PROCESS**

The Public Utilities Commission (Commission) issued a Request for Proposals (RFP) on December 20, 2019, for community solar photovoltaic (PV) projects providing direct benefits to low and moderate-income (LMI) residential electric customers. Pursuant to RSA 362-F:10, X “no less than 15 percent of the funds shall annually benefit low-moderate income residential customers, including, but not limited to, the financing or leveraging of financing for low-moderate income community solar projects in manufactured housing communities or in multi-family rental housing.” The RFP required that projects result in quantifiable direct benefits to a minimum of three LMI participants.

The RFP was widely circulated electronically to the service list for Docket DE 17-172, Development of Renewable Energy Fund Programs for LMI Residential Customers Under SB129 of 2017, and the service list for PUC Dockets DE 10-212 (Establishing a Commercial and Industrial Renewable Energy Rebate Program) and DE 16-576 (Development of New Alternative Net Metering Tariffs and/or Other Regulatory Mechanisms and Tariffs for Customer-Generators). The RFP was posted on the Commission website for the full submission period, and was advertised in the New Hampshire Union Leader on December 24, 26, and 27, 2019. All responses were due by January 24, 2020. The Commission received one (1) proposal requesting a total of \$253,827 in grant funds.

The review team scored the proposal using the pre-published scoring criteria set forth in the RFP, developing a score from 0-100 points, to ensure that the single bid met all qualifications of the RFP and that the cost of the proposal was reasonable. Scoring criteria included quantified direct net benefit to LMI participants, project feasibility and readiness, administration and management, and technical specifications. After scoring, Staff provided a funding recommendation to the Commissioners.

The Commissioners approved the review team’s recommendation to award grant funds for one (1) community solar project totaling \$253,827.

Attachment 2

Low-Moderate Income (LMI) Community Solar PV Grant Awards

2020

Proposed Grantee	Town/ City	Grant Funding	Number of Households	Estimated Direct Annual Net Benefit per LMI Household	Estimated Direct Annual Net Benefit per Non-LMI Household	Project Model	Model Benefits	Barriers to Serving LMI Community
Aberdeen West Cooperative, Inc.	Stratham	\$253,827	23	\$692	\$252	ROC Owned Solar On-bill Credit Lot Rent Reduction	<ul style="list-style-type: none"> <li>• Reduced costs through direct community ownership</li> <li>• Maximum direct benefit to LMI participants</li> <li>• All residents receive equal lot rent reduction</li> <li>• Project model designed to be eligible to receive \$0.03 LMI NEM tariff adder</li> </ul>	<p>LMI community has limited access to upfront capital</p> <p>Direct cash payments have the potential to impact other public benefits such as SNAP, fuel assistance, etc.</p> <p>LMI households and non-profit organizations cannot take advantage of tax credits</p>

**Attachment 3**  
**Aberdeen West Cooperative, Inc.**  
**Project and Program Overview**

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The Aberdeen West Cooperative, Inc. program model is structured to maximize direct benefits to low-moderate income (LMI) Resident-Owned Communities and take advantage of the recently passed legislation providing LMI community solar PV projects meeting eligibility requirements to receive a \$0.03 adder to the net metering tariff. The project developer will design and build the community solar project. Grant funds will be used to purchase the solar array, allowing the Resident-Owned Community to own the array. Direct Resident-Owned Community ownership will provide additional benefits to Aberdeen West Cooperative residents, including renewable energy certificate ownership and maximum direct compensation for energy produced.

Under New Hampshire's Group Net Metering program, the project will qualify as a "Low-moderate income community solar project." Aberdeen West Cooperative will be the host and the residents will be members receiving on-bill credits. Through group net metering, allocation percentages are assigned to the host and the members. The host will be paid for its allocation and will use the funds to provide direct benefits to all of its cooperative residents in the form of lot rent reductions. On-bill credits and reduced lot rents provide the LMI residents with lower monthly expenses while avoiding any unintended consequences to any other public benefits received. With this model, LMI resident participants will receive 75% of the overall net revenue generated by this system.

In addition, the project will leverage charitable contributions and pro bono work from Vermont Law School's Energy Clinic and a law firm, Primmer Piper Eggleston & Cramer. This project has also received letters of support from the Vermont Law School Institute for Energy and the Environment.

**Direct LMI Benefits:**

Number of Participants:	23 Households (12 LMI households)
Annual Estimated Savings per LMI Participant:	\$692
Annual Estimated Savings per non LMI Participant:	\$252
Total Projected Annual Savings:	\$11,071 (\$8,303 direct to LMI)

**Project Technical Specifications:**

Nameplate Rating: 90.06 kW<sub>DC</sub> (62 kW<sub>AC</sub>) Ground Mounted PV System  
Projected Energy Generation: 108,072 kilowatt-hours per year

**Funding Analysis:**

Grant Amount:	\$ 253,827
Total Project Cost:	\$ 253,827
Cost per watt:	\$ 2.81

**Other Benefits:**

- System life expectancy of 30+ years; 5 year labor warranty; one inverter replacement
- System estimated to generate 108 Class II renewable energy certificates (RECs) per year
- Supports fuel diversity & keeps energy dollars in state
- Reduces the amount of greenhouse gases, nitrogen oxides and particulate matter emissions; thereby improving air quality and public health

# State of New Hampshire

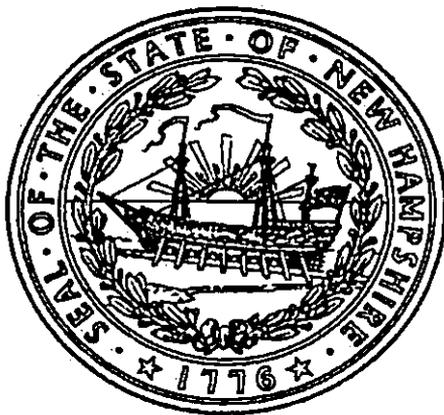
## Department of State

### CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that ABERDEEN WEST COOPERATIVE, INC. is a New Hampshire Consumer Cooperative registered to transact business in New Hampshire on February 04, 2009. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 608108

Certificate Number: 0004916413



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 18th day of May A.D. 2020.

A handwritten signature in black ink, appearing to read "William M. Gardner".

William M. Gardner  
Secretary of State

**Aberdeen West Cooperative, Inc.**  
**Certificate of Authority**

On May 20, 2020, the Board of Directors of Aberdeen West Cooperative, Inc. (the "Cooperative") passed a unanimous resolution (the "Resolution") by an Action without Meeting, in accordance with sections 7.6, 8.6A, and 10.1, of the Cooperative's By-Laws, authorizing the President of the Cooperative's Board of Directors, together with one of either the Treasurer or the Secretary of the Cooperative's Board of Directors, to execute contracts with the State of New Hampshire in the name of and on behalf of the Cooperative, and such execution of any such contract or obligation in the Cooperative's name on its behalf by such officers shall be valid and binding on the Cooperative.

That Resolution was passed under the authority given to the Board of Directors by the Cooperative's members pursuant to a Ballot to Vote issued to the Cooperative's members on May 15, 2020 in accordance with sections 5.1F, 6.3C, and 8.6A of the Cooperative's Bylaws. The Cooperative's members voted unanimously to proceed with the community solar project and to authorize the Cooperative's Board of Directors to enter into all agreements and authorizations necessary to complete the project, including specifically authority to enter into an agreement with the Public Utilities Commission to accept grant funding from the Renewable Energy Fund.

I hereby certify that I am the Secretary of the Cooperative and that Cynthia Mariano is the duly elected President of the Cooperative's Board of Directors. Neither the vote of the Board of Directors nor the vote of the Cooperative's members, as referenced above, has been amended, modified, revoked, or rescinded and both such votes remain in full force and effect as of the date of this certification.

Date: January 17, 2021

  
\_\_\_\_\_  
Jim Joseph, Secretary



ABERWES-01

RCOLVIN

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
1/19/2021

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

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

<b>PRODUCER</b> People's United Insurance Agency, Inc. 1555 Lafayette Road Portsmouth, NH 03801	<b>CONTACT NAME:</b> Rochelle Colvin	
	<b>PHONE (A/C, No, Ext):</b> (802) 456-4465	<b>FAX (A/C, No):</b> (802) 456-4465
<b>E-MAIL ADDRESS:</b> Rochelle.Colvin@AssuredPartners.com		
<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURER A:</b> Philadelphia Indemnity Ins. Co.		<b>18058</b>
<b>INSURER B:</b> Mount Vernon Fire Insurance Company		<b>26522</b>
<b>INSURER C:</b>		
<b>INSURER D:</b>		
<b>INSURER E:</b>		
<b>INSURER F:</b>		

**INSURED**

Aberdeen West Cooperative, Inc.  
 PO Box 215  
 Stratham, NH 03885

**COVERAGES**                      **CERTIFICATE NUMBER:**                      **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJ <input type="checkbox"/> LOC OTHER:	X		PHPK2181334	10/15/2020	10/15/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTIONS \$						EACH OCCURRENCE \$ AGGREGATE \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) <input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	Directors & Officers			CAP2550719A	10/15/2020	10/15/2021	Per claim/aggregate 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
State of New Hampshire Public Utilities Commission and the State of New Hampshire are included as additional insureds with respect to the General Liability policy, per terms and conditions of the policy.

10 days notice of cancellation provision applies.

<b>CERTIFICATE HOLDER</b>  State of New Hampshire Public Utilities Commission 21 South Fruit St, Suite 10 Concord, NH 03301	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE <i>People's United Insurance Agency, Inc.</i>
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