STATE OF NEW HAMPSHIRE

SEP07'22 AM 9:48 RCVD

COMMISSIONER
Jared S. Chicoine

DEPUTY COMMISSIONER
Christopher J. Ellms, Jr.

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

Tel. (603) 271-3670

FAX No. 271-1526

Website:
www.energy.nh.gov

DEPARTMENT OF ENERGY
21 S. Fruit St., Suite 10
Concord, N.H. 03301-2429

5D

September 7, 2022

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 Department of Energy (Department) to amend a grant to Sweetwater Hydroelectric, LLC (Vendor # 317587), by amending the terms of the original contract as outlined in Exhibit B, effective upon Governor and Executive Council approval through October 1, 2022. The original grant contract was approved by the Governor and Executive Council on June 24, 2020, Item #95. A first amendment extending the project completion date was approved by the Governor and Executive Council on December 22, 2021, Item #5D. Under the grant, funds are being provided to rehabilitate the Unit #3 hydroelectric generator and turbine at the Sweetwater Hydroelectric facility located at 340 Plains Road in Claremont, New Hampshire. No additional funding is involved in this contract amendment. **100% Other Funds (Renewable Energy Fund)**

EXPLANATION

With the grant funds, Sweetwater Hydroelectric, LLC performed rehabilitation work at its Sweetwater Hydroelectric run-of-river hydroelectric facility as necessary to return the Unit #3 generator and turbine to operation. The facility fully completed the upgrade, and the new unit became operational in January 2022. All grant funding has been expended except for a 10% retainage of $27,000 held due to the outstanding contract term which requires an "interconnection agreement with electric distribution utility has been executed, or confirmation that existing interconnection agreement is still in effect." (Item 5(v) Exhibit B)

During the course of the funded project, the existing interconnection agreement for this facility expired, and the facility is working with the utility to implement required changes related to updating the interconnection which are outside of the scope of the funded project. The facility is fully operational and producing New Hampshire Class IV RECs under the existing interconnection, with the utility's permission. In this limited circumstance, the Department is satisfied that the grantee has fully completed the grant-funded project and has permission to continue operation during its interconnection update process. The Department therefore is requesting to amend the contract to remove the requirement for an executed interconnection agreement (Item 5 (v) on the Exhibit B. That amendment would permit payment to the grantee of the final retainage amount of $27,000. All other provisions of the grant remain in effect pursuant to the approved contract.

Your consideration of this request is appreciated.

Respectfully submitted,

Jared S. Chicoine
Commissioner

Attachments: Amendment and copy of original grant contract

AGREEMENT FOR GRANT FUNDS
STATE OF NEW HAMPSHIRE
and
Sweetwater Hydroelectric, LLC

Amendment No. 2

This Amendment No. 2 (hereinafter called the "Amendment") dated this 22nd day of August 2022 is by and between the State of New Hampshire, acting by and through its Department of Energy, as successor for that purpose to the Public Utilities Commission (hereinafter referred to as the "State"), and Sweetwater Hydroelectric, LLC (hereinafter referred to as the "Grantee"), collectively referred to herein as the "Parties."

WHEREAS, pursuant to an Agreement (as subsequently amended, hereinafter referred to as the "Agreement") approved by the Governor and Executive Council as Item #95 on June 24, 2020, the Grantee agreed to perform rehabilitations at its run-of-river hydroelectric facility as necessary to return the Unit #3 generator and turbine to operation at Sweetwater Hydro located in Claremont, New Hampshire, based upon the terms and conditions specified in the Agreement and in consideration of payment by the State of certain sums as specified therein; and

WHEREAS, pursuant to an Amendment No. 1 approved by the Governor and Executive Council as Item #5D on December 22, 2021, the completion date for the project described in the Agreement was extended; and

WHEREAS, the project described in the Agreement has been completed and is operational and interconnected, but a final, updated interconnection agreement with the electric utility has not yet been executed; and

WHEREAS, the Parties desire to amend the Agreement again, as provided in this Amendment, in order to remove one final condition so that final payment of the 10 percent retainage amount can be paid to the Grantee; and

WHEREAS, the Agreement allows for amendments by an instrument in writing executed by both Parties;

NOW THEREFORE, in consideration of the foregoing premises, and the covenants and conditions contained in the Agreement and set forth herein, the Parties do hereby agree as follows:

1. Amendment and Modification of Exhibit B, Item 5(v) of the Agreement: Exhibit B is hereby amended to delete Item 5(v) therefrom.

2. Effective Date of Amendment: This Amendment shall take effect upon approval by the Governor and Executive Council.

Grantee Initials MH
Date 8/22/22

3. Continuance of Agreement: Except as specifically amended and modified by the terms and conditions of this Amendment, the Agreement, and the obligations of the Parties thereunder, shall remain in full force and effect in accordance with the terms and conditions set forth therein.

IN WITNESS WHEREOF, the Parties have set their hands hereto as of the date first-written above.

Sweetwater Hydroelectric, LLC

By: _____ Date: 8/22/22
Michael Hansen, President

STATE OF NEW HAMPSHIRE
Department of Energy

_____ Date: 8/22/22
Jared S. Chicoine, Commissioner

Approval by the Attorney General's Office (Form, Substance, and Execution)

_____ Date: 8.29.2022.
Print Name and Title: Joshua Harrison, Asst. Atty. Gen.

Approval by the Governor and Executive Council

G&C Item number:_____ G&C Meeting Date: _____

Grantee Initials MH
Date 8/22/22

State of New Hampshire
Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that SWEETWATER HYDROELECTRIC, LLC is a New Hampshire Limited Liability Company registered to transact business in New Hampshire on March 04, 2016. 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: **739975**

Certificate Number: **0005839635**

IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 4th day of August A.D. 2022.

David M. Scanlan
Secretary of State

Certificate of Vote Authority

KNOW ALL PERSONS BY THESE PRESENTS, that Michael Hansen is the Authorized Officer and President of Sweetwater Hydroelectric, LLC. Additionally, Daniel Shorb and Joshua Smithson are Managing Members of Sweetwater Hydroelectric, LLC. The said President of the Company, Michael Hansen, is authorized to execute contracts and bonds in the name of and on behalf of the Company, and such execution of any contract of obligation in the Company's name on its behalf by such officer shall be valid and binding.

The aforementioned President, Michael Hansen, is expressly authorized and empowered to execute and deliver a grant contract with the NH Department of Energy and such authority has not been revoked or rescinded as of the date hereof.

Date: 8/1/22.

By: _____.

Name: Daniel Shorb

Title: Managing Member

By: _____.

Name: Joshua Smithson

Title: Managing Member

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 8/8/2022

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

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

PRODUCER
Arthur J. Gallagher Risk Management Services, Inc.
30 Century Hill Drive
Suite 200
Latham NY 12110

License#: BR-724491
HANS&SH-01

CONTACT NAME:
PHONE (A/C, No, Ext): 518-869-3535
FAX (A/C, No): 518-869-3580
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Indian Harbor Insurance Company	36940
INSURER B : Technology Insurance Company, Inc	42376
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Sweetwater Hydroelectric LLC
66 Lynette Lane
Fremont, NH 03044

COVERAGES **CERTIFICATE NUMBER:** 1253524007 **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	X COMMERCIAL GENERAL LIABILITY	Y	Y	US00107074LI22A	1/16/2022	1/16/2023	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE [X] OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
	X 5,000						MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY [X] PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED / RETENTION $							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			TARNH103417502	4/10/2022	4/10/2023	X PER STATUTE / OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

NH Department of Energy
21 South Fruit Street, Ste. 10
Concord NH 03301

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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STATE OF NEW HAMPSHIRE

COMMISSIONER
Jared S. Chicoine

DEPUTY COMMISSIONER
Christopher J. Elms, Jr.

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

Tel. (603) 271-3670

FAX No. 271-1526

Website:
www.energy.nh.gov

DEPARTMENT OF ENERGY
21 S. Fruit St., Suite 10
Concord, N.H. 03301-2429

December 8, 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 Department of Energy (Department) to amend a grant to Sweetwater Hydroelectric, LLC, (Vendor # 317587), by extending the completion date from December 31, 2021 to October 1, 2022, effective upon Governor and Executive Council approval. The original grant was approved by the Governor and Executive Council on June 24, 2020, Item #95. Under the grant, funds are being provided to rehabilitate the Unit #3 hydroelectric generator and turbine at the Sweetwater Hydroelectric facility located at 340 Plains Road, Claremont, New Hampshire. No additional funding is involved in this time extension. **100% Other Funds (Renewable Energy Fund)**

EXPLANATION

With the grant funds, Sweetwater Hydroelectric, LLC has performed rehabilitation work at its Sweetwater Hydroelectric run-of-river hydroelectric facility as necessary to return the Unit #3 generator and turbine to operation. Due to supply chain issues, the reconstruction project has encountered delays in receipt of needed electrical equipment required by the utility to upgrade the interconnection of the rehabilitated project.

Sweetwater Hydroelectric, LLC has asked for a grant extension in order to fully complete the project and receive all committed grant funds. The Department therefore is requesting a nine-month, no-cost extension for Sweetwater Hydroelectric, LLC. All other provisions of the grant remain in effect pursuant to the approved contract.

Your consideration of this request is appreciated.

Respectfully submitted,

Jared S. Chicoine
Commissioner

Attachments: Amendment and copy of original grant

AGREEMENT FOR GRANT FUNDS
STATE OF NEW HAMPSHIRE
and
Sweetwater Hydroelectric, LLC

Amendment No. 1

This Amendment (hereinafter called the "Amendment") dated this _3rd___ day of December, 2021 is by and between the State of New Hampshire, acting by and through its Department of Energy, as successor for that purpose to the Public Utilities Commission (hereinafter referred to as the "State"), and Sweetwater Hydroelectric, LLC (hereinafter referred to as the "Grantee"), collectively referred to herein as the "Parties."

WHEREAS, pursuant to an Agreement (hereinafter called the "Agreement") approved by the Governor and Executive Council as Item #95 on June 24, 2020, the Grantee agreed to perform rehabilitations at its run-of-river hydroelectric facility that are necessary to return the Unit #3 generator and turbine to operation at Sweetwater Hydro located in Claremont, New Hampshire, based upon the terms and conditions specified in the Agreement and in consideration of payment by the State of certain sums as specified therein; and

WHEREAS, the Parties desire to amend the Agreement as provided in this Amendment in order to extend the period for final completion of the project funded by the grant; and

WHEREAS, the Agreement allows for amendments by an instrument in writing executed by both Parties;

NOW THEREFORE, in consideration of the foregoing premises, and the covenants and conditions contained in the Agreement and set forth herein, the Parties do hereby agree as follows:

1. Section 1.6, Completion Date, of the General Provisions of the existing Agreement is hereby deleted in its entirety and replaced with the following: October 1, 2022.

2. Exhibit A, Table of Deliverables, is amended to add three (3) additional progress reports which will be:

   a. Report #6 covering the period 12/1/2021 – 2/28/2022 with report due on 4/1/2022;
   b. Report #7 covering the period 3/1/2022 – 5/31/2022 with report due on 7/1/2022;
   c. Report #8 covering the period 6/1/2022 – 8/31/2022 with report due on 10/1/2022;

3. Amendment and Modification of Exhibit B of the Agreement: The completion date shall be changed to extend the completion date from December 31, 2021 to October 1, 2022.

Grantee Initials MH
Date 12/3/21

4. Effective Date of Amendment: This Amendment shall take effect upon approval by the Governor and Executive Council.

5. Continuance of Agreement: Except as specifically amended and modified by the terms and conditions of this Amendment, the Agreement, and the obligations of the Parties thereunder, shall remain in full force and effect in accordance with the terms and conditions set forth therein.

IN WITNESS WHEREOF, the Parties have set their hands as of the date first-written above.

Sweetwater Hydroelectric, LLC

By: _____ Date: 12/3/21
Michael Hansen, President

STATE OF NEW HAMPSHIRE
Department of Energy

_____ Date: 12/3/21
Jared S. Chicoine, Interim Commissioner

Approval by the Attorney General's Office (Form, Substance and Execution)

_____ Date: 12/3/2021
Print Name and Title
Joshua Harrison, Asst. Atty. General

Approval by the Governor and Executive Council

G&C Item number: _____ G&C Meeting Date: _____

Grantee Initials MH
Date 12/3/21

Certificate of Vote Authority

KNOW ALL PERSONS BY THESE PRESENTS, that Michael Hansen is the Authorized Officer and President of Sweetwater Hydroelectric, LLC. Additionally, Daniel Shorb and Joshua Smithson are Managing Members of Sweetwater Hydroelectric, LLC. The said President of the Company, Michael Hansen, is authorized to execute contracts and bonds in the name of and on behalf of the Company, and such execution of any contract of obligation in the Company's name on its behalf by such officer shall be valid and binding.

The aforementioned President, Michael Hansen, is expressly authorized and empowered to execute and deliver a grant contract with the NH Department of Energy and such authority has not been revoked or rescinded as of the date hereof.

Date: 12/2/2021

By: _____

Name: Daniel Shorb

Title: Managing Member

By: _____

Name: Joshua Smithson

Title: Managing Member

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 SWEETWATER HYDROELECTRIC, LLC is a New Hampshire Limited Liability Company registered to transact business in New Hampshire on March 04, 2016. 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: 739975
Certificate Number: 0005319186

IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 28th day of March A.D. 2021.

William M. Gardner
Secretary of State

State of New Hampshire
Department of State
2021 ANNUAL REPORT

Filed
Date Filed: 3/28/2021
Effective Date: 3/28/2021
Business ID: 739975
William M. Gardner
Secretary of State

BUSINESS NAME:	SWEETWATER HYDROELECTRIC, LLC
BUSINESS TYPE:	Domestic Limited Liability Company
BUSINESS ID:	739975
STATE OF FORMATION:	New Hampshire

CURRENT PRINCIPAL OFFICE ADDRESS	CURRENT MAILING ADDRESS
66 Lynette Lane Fremont, NH, 03044, USA	66 Lynette Lane Fremont, NH, 03044, USA

REGISTERED AGENT AND OFFICE	
REGISTERED AGENT:	Daniel R Shorb
REGISTERED AGENT OFFICE ADDRESS:	66 Lynette Ln Fremont, NH, 03044 - 0304, USA

PRINCIPAL PURPOSE(S)	
NAICS CODE	NAICS SUB CODE
OTHER / Ownership and operation of hydroelectric projects.	

MANAGER / MEMBER INFORMATION		
NAME	BUSINESS ADDRESS	TITLE
Michael Hansen	66 Lynette Lane, Fremont, NH, 03044, USA	Member
Daniel Shorb	66 Lynette Lane, Fremont, NH, 03044, USA	Member
Joshua Smithson	66 Lynette Lane, Fremont, NH, 03044, USA	Member

I, the undersigned, do hereby certify that the statements on this report are true to the best of my information, knowledge and belief.

Title: Member
Signature: Daniel Shorb
Name of Signer: Daniel Shorb

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/2/2021

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).

PRODUCER
Arthur J. Gallagher Risk Management Services, Inc.
30 Century Hill Drive
Suite 200
Latham NY 12110

License#: BR-724491
HANS&SH-01

CONTACT NAME:
PHONE (A/C, No, Ext): 518-869-3535 FAX (A/C, No): 518-869-3580
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Indian Harbor Insurance Company	36940
INSURER B : Technology Insurance Company, Inc	42376
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Sweetwater Hydroelectric LLC
66 Lynette Lane
Fremont NH 03044

COVERAGES CERTIFICATE NUMBER: 1750182391 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	X COMMERCIAL GENERAL LIABILITY			US00107074LI21A	1/16/2021	1/16/2022	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
	X $,000						MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED / RETENTION $							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			TARNH103417501	4/10/2021	4/10/2022	X PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: Y	N/A					E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

NH Department of Energy
21 South Fruit Street, Ste. 10
Concord NH 03301

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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STATE OF NEW HAMPSHIRE

CHAIRWOMAN
Dianne Martin

COMMISSIONERS
Kathryn M. Bailey
Michael S. Giaimo

EXECUTIVE DIRECTOR
Debra A. Howland

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

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

Tel. (603) 271-2431

FAX No. 271-3878

Website:
www.puc.nh.gov

June 11, 2020

G&C Approved 6/24/20
Item# 95

RQ# 204103
PO# ~~1074447~~ OLD
PO# 1082197 NEW

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 $270,000 to Sweetwater Hydroelectric, LLC, vendor number 317587, to rehabilitate the Unit #3 hydroelectric generator and turbine at their Sweetwater Hydroelectric facility located at 340 Plains Road, Claremont, New Hampshire, from Governor and Council approval through December 31, 2021. Funding is 100% Renewable Energy Funds, a non-lapsing special fund continually appropriated to the Commission pursuant to RSA 362-F:10.

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

	FY2020	Total
010-081-54540000-073-500579 Grants to Institutions – State	$270,000	$270,000

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 electric renewable energy initiatives. On December 13, 2019, the Commission issued a Request for Proposals (RFP) #2019-006, pursuant to RSA 362-F:10 XI. That statute requires the Commission to issue, on an annual basis, an RFP for renewable energy projects in the nonresidential sectors funded by grants from the REF.

The Commission received seven (7) proposals requesting a total of $2.24 million in funds in response to the RFP. The Sweetwater Hydroelectric project and four (4) other proposals have been selected to receive a total of $1,250,000 in this funding round. Attachment 1 provides additional information on the grant review and award process, and Attachment 2 provides a summary of all RFP 2019-006 competitive nonresidential grant awards.

With these funds, Sweetwater Hydroelectric, LLC, will perform rehabilitations at its Sweetwater Hydroelectric run-of-river hydroelectric facility that are necessary to return the Unit #3 generator and turbine to operation. The project includes a variety of structural and electrical repairs. The project's technical and funding details are described in Attachment 3, Project Specific Facts and Figures.

The grant is contingent upon sufficient REF funds being available upon the effective date of the grant agreement. These funds have already been allocated to this RFP round, 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

Dianne Martin, Esq.
Chairwoman

Attachments:
Agreement with Exhibits
Attachment 1 - 2019 Nonresidential Competitive Grant Review Process
Attachment 2 - Table of 2019 REF Nonresidential Competitive Grant Awards
Attachment 3- Project Specific Facts and Figures

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 Sweetwater Hydroelectric, LLC		**1.4. Grantee Address** 340 Plains Road, Claremont, NH 03743	
1.5. Effective Date G&C Approval	**1.6 Completion Date** 12/31/2021	**1.7. Audit Date**	**1.8. Grant Limitation** $270,000
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** Michael Hansen President	
1.13. Acknowledgment: State of _____, County of _____, on __/__/____, Before the undersigned officer, personally appeared the person identified in block 1.11., known to me (or satisfactorily proven) to be the person whose name is signed in block 1.12., and acknowledged that _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			
1.14. State Agency Signature(s)		**1.15. Name & Title of State Agency Signor(s)** Dianne Martin, Chairwoman	
1.16. Approval by Attorney General (Form, Substance and Execution) **By:** J. D. Lavallee **Assistant Attorney General, On:** 6/8/2020			
1.17. Approval by the Governor and Council **On:** __/__/____			

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 MH
Date 5/22/20

3. EFFECTIVE DATE: COMPLETION OF PROJECT.

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

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

4. GRANT AMOUNT: MANNER OF PAYMENT: LIMITATIONS.

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

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

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

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

4.5 Notwithstanding anything in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made, hereunder exceed the Grant limitation set forth in block 1.8 of these general provisions.

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

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

7. RECORDS AND ACCOUNTS.

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

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

8. PERSONNEL.

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

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

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

9. DATA: RETENTION OF DATA: ACCESS.

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

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

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

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

11. EVENT OF DEFAULT: REMEDIES.

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

11.1.1. failure to perform the Project satisfactorily or on schedule; or

11.1.2. failure to submit any report required hereunder; or

11.1.3. failure to maintain, or permit access to, the records required hereunder; or

11.1.4. failure to perform any of the other covenants and conditions of this Agreement.

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

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

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

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

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

12. TERMINATION.

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

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

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

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

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

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

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

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

Initials MH
Date 5/23/14

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 employers 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 approved 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 intend of the parties hereto.

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

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

Initials MH
Date 5/22/20

EXHIBIT A

SCOPE OF SERVICES

In exchange for receiving grant funds in the amount of up to $270,000 from the New Hampshire Public Utilities Commission (Commission), Sweetwater Hydroelectric, LLC (Grantee) agrees to rehabilitate the Unit #3 hydroelectric generator and turbine at the Sweetwater Hydroelectric facility located at 340 Plains Rd. in Claremont, NH so that the Unit #3 generator will produce electricity. Specifically, Grantee agrees to:

1. Perform the structural and electrical repairs to Unit #3 as described in Grantee's Proposal for Grants for Renewable Energy Generation Projects in the Nonresidential Sector, submitted on January 13, 2020 in response to Commission RFP #2019-006 (Proposal), including, but not limited to, repairing and refurbishing the generation equipment, stabilizing the turbine's structure, and installing new wiring (Project). The description of Project work set forth in the Proposal is incorporated herein by this reference, provided that the State in its sole discretion may approve minor modifications or additions to, and/or 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, consultants, engineers, and other members of the Project team.

2. Take any and all additional action necessary to become eligible or maintain eligibility to produce New Hampshire renewable energy certificates (RECs) from the output of Unit #3.

3. Maintain all components of the facility as recommended by its manufacturer and/or engineering specifications.

4. Provide the Commission with reports and status updates as specified below in the section regarding "Deliverables."

5. Market the RECs produced by the hydroelectric generator to electricity providers for compliance with the state's renewable portfolio standard law, RSA 362-F.

6. 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.

Grantee Initials MH

Date 5/22/20

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 meetings or conference calls prior to the Project completion date as deemed necessary by the Commission. The written progress reports shall meet the following specifications:

Report Type	Reporting Period	Due Date	Scope of Report
Report #1	Through 9/30/2020	11/1/2020	Project progress, development & construction, significant accomplishments.
Report #2	10/1/2020 – 12/31/2020	2/1/2021	Same as above.
Report #3	1/1/2021 – 3/31/2021	5/1/2021	Same as above.
Report #4	4/1/2021 – 6/30/2021	8/1/2021	Same as above.
Report #5	7/1/2021 – 10/31/2021	12/1/2021	Same as above.
Annual Report	Calendar Years 2021 - 2030	2/1 of the immediately following year	Use annual report template to report information listed below.

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

1. The quantity of electricity produced during the preceding calendar year;
2. The number and type of RECs produced during the preceding calendar year;
3. The number of RECs sold during the preceding calendar year; and
4. Relevant details about operations, such as maintenance or production issues; and
5. Economic data, including, but not limited to job creation data to the extent possible, for activity performed during construction and operation of the Project and after completion of the Project. Such data shall include the total jobs created as a result of the development and operation of the Project.

Grantee Initials MH

Date 5/22/20

EXHIBIT B

GRANT AMOUNT, TERMS AND METHODS OF PAYMENT

1. This grant agreement commences upon approval by Governor and Executive Council and concludes December 31, 2021.

2. In consideration of the satisfactory performance of the obligations described in Exhibit A as determined by the State, the State agrees to pay an amount not to exceed $270,000 to Sweetwater Hydroelectric, LLC (Grantee), pursuant to the terms and conditions specified in this Exhibit B.

3. Grantee shall not be paid any grant funds under the grant agreement unless and until all of the following have occurred by the target dates specified:

Receipt of all necessary permits from all applicable Authorities Having Jurisdiction, including but not limited to FERC, environmental, building, electrical, fire, and zoning, or confirmation that none will be required.	December 31, 2020
Receipt of required design or engineering plans, which may be in preliminary form, as determined by the State, or confirmation that none are required.	December 31, 2020

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 Grantee.

4. Grantee's reimbursement requests shall cover only the costs of materials and equipment delivered to the Project site 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. Grantee's reimbursement requests shall not include the costs of any deposits or 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. 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. Reimbursement requests shall be submitted not more frequently than once per month. No more than 50% of the grant amount (i.e., $135,000) will be reimbursed for materials and equipment expenditures prior to the commencement of substantial on-site Project work. The amount of $27,000 will be retained until the Project is complete and shall be paid to Grantee only when each of the following has occurred:

   (i) the Project has been fully constructed and installed;
   (ii) the Project has commenced operation;
   (iii) grantee has submitted an application, deemed complete by the Commission, for certification of eligibility of the Project to produce NH Class IV RECs;
   (iv) site visit has been conducted by a member of the Commission staff, if the Commission deems a site visit necessary; and

Grantee Initials MH
Date 5/22/20

(v) interconnection agreement with electric distribution utility has been executed, or confirmation that existing interconnection agreement is still in effect.

Grantee shall 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. 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 vendors, contractors, and subcontractors. This includes expenses incurred by subcontractors employed on construction Projects funded through the grant. 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. 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.

8. Grantee agrees to provide economic data, including, but not limited to job creation data to the extent possible, for activity performed during construction and operation of the Project and after completion of the Project. Such data shall include, at a minimum, the total jobs created as a result of the development and operation of the Project.

9. The State agrees to make payment to the Grantee within 30 days after the approval of reimbursement requests as described in paragraph 7 above and submitted in compliance with this Exhibit B and the grant agreement General Provisions.

10. 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.

Grantee Initials MH

Date 5/22/20

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
$1,000,000 for personal and advertising injury
$1,000,000 for property damage/rented premises
$10,000 for medical expenses
$2,000,000 for general aggregate
$2,000.000 for products completed operations aggregate

Grantee Initials MH
Date 5/23/20

Certificate of Vote Authority

KNOW ALL PERSONS BY THESE PRESENTS, that Michael Hansen is the Authorized Officer and President of Sweetwater Hydroelectric, LLC. Additionally, Daniel Shorb and Joshua Smithson are Managing Members of Sweetwater Hydroelectric, LLC. The said President of the Company, Michael Hansen, is authorized to execute contracts and bonds in the name of and on behalf of the Company, and such execution of any contract of obligation in the Company's name on its behalf by such officer shall be valid and binding.

The aforementioned President, Michael Hansen, is expressly authorized and empowered to execute and deliver a grant contract with the State of New Hampshire Public Utilities Commission and such authority has not been revoked or rescinded as of the date hereof.

Date: 5/21/20

By: _____

Name: Daniel Shorb

Title: Managing Member

By: _____

Name: Joshua Smithson

Title: Managing Member

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 SWEETWATER HYDROELECTRIC, LLC is a New Hampshire Limited Liability Company registered to transact business in New Hampshire on March 04, 2016. 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: 739975

Certificate Number: 0004865806

IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 29th day of March A.D. 2020.

William M. Gardner
Secretary of State

State of New Hampshire
Department of State
2020 ANNUAL REPORT

Filed
Date Filed: 3/23/2020
Effective Date: 3/23/2020
Business ID: 739975
William M. Gardner
Secretary of State

BUSINESS NAME:	SWEETWATER HYDROELECTRIC, LLC
BUSINESS TYPE:	Domestic Limited Liability Company
BUSINESS ID:	739975
STATE OF FORMATION:	New Hampshire

PREVIOUS PRINCIPAL OFFICE ADDRESS	PREVIOUS MAILING ADDRESS
66 Lynette Lane Suite 300 Fremont, NH, 03044, USA	66 Lynette Lane Suite 300 Fremont, NH, 03044, USA

NEW PRINCIPAL OFFICE ADDRESS	NEW MAILING ADDRESS
66 Lynette Lane Fremont, NH, 03044, USA	66 Lynette Lane Fremont, NH, 03044, USA

REGISTERED AGENT AND OFFICE

REGISTERED AGENT:	Daniel R Shorb
REGISTERED AGENT OFFICE ADDRESS:	66 Lynette Ln Fremont, NH, 03044 - 0304, USA

PRINCIPAL PURPOSE(S)

NAICS CODE	NAICS SUB CODE
OTHER / Ownership and operation of hydroelectric projects.	

MANAGER / MEMBER INFORMATION

NAME	BUSINESS ADDRESS	TITLE
Michael Hansen	66 Lynette Lane, Fremont, NH, 03044, USA	Member
Daniel Shorb	66 Lynette Lane, Fremont, NH, 03044, USA	Member
Joshua Smithson	66 Lynette Lane, Fremont, NH, 03044, USA	Member

I, the undersigned, do hereby certify that the statements on this report are true to the best of my information, knowledge and belief.

Title: Member
Signature: Daniel Shorb
Name of Signer: Daniel Shorb

Client#: 35371 HANSESHORB

ACORD. CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 03/30/20

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

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

PRODUCER
Cool Insuring Agency Inc CL
784 Troy Schenectady Road
Latham, NY 12110
518 783-2665

CONTACT NAME:
PHONE (A/C, No, Ext): 518 783-2665 FAX (A/C, No): 5187838754
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Federal Insurance Company	20281
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Sweetwater Hydroelectric LLC
44 Deer Ridge Dr
Barrington, NH 03825

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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			37115492	01/16/2020	01/16/2021	EACH OCCURRENCE	$1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$1,000,000
							MED EXP (Any one person)	$10,000
							PERSONAL & ADV INJURY	$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$2,000,000
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$2,000,000
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS / NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED / RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE / OTHER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N		N/A				E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Loc# 2 - Claremont (sweetwater); West Claremont, NH

CERTIFICATE HOLDER

New Hampshire Public Utilities Commission
21 South Fruit Street, Ste. 10
Concord, NH 03301

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Anthony J. Mastrota

© 1988-2014 ACORD CORPORATION. All rights reserved.

Client#: 8929 SWEETHYDRO

ACORD. CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 04/10/2020

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

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

PRODUCER
Cool Insuring Agency Inc CL
784 Troy Schenectady Road
Latham, NY 12110
518 783-2665

CONTACT NAME:
PHONE (A/C, No, Ext): 518 783-2665 FAX (A/C, No): 5187838754
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Technology Insurance Company	42376
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Sweetwater Hydroelectric LLC
66 Lynetter Lane
Fremont, NH 03044

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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	CLAIMS-MADE OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS / NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED / RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			BINDER283907120100	04/10/2020	04/10/2021	X PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N: Y	N / A				E.L. EACH ACCIDENT	$1,000,000
							E.L. DISEASE - EA EMPLOYEE	$1,000,000
							E.L. DISEASE - POLICY LIMIT	$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

New Hampshire Public Utilities Commission
21 South Fruit Street, Suite 10
Concord, NH 03301

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Anthony J. Marchetto

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ATTACHMENT 1 - 2019 NONRESIDENTIAL COMPETITIVE GRANT REVIEW PROCESS

The Public Utilities Commission (PUC) issued a Request for Proposals (RFP) on December 12, 2019 for renewable energy projects in the nonresidential sectors which would be eligible to generate Class I, Class I Thermal, or Class IV renewable energy certificates (RECs). The RFP was generally similar to that issued in the prior year. The RFP required that the project create certain classes of renewable energy certificates, which would be available for use by electricity providers for compliance with the renewable portfolio standard requirements in New Hampshire. Pursuant to RSA 362-F:10, the RFP is funded with monies from the Renewable Energy Fund and issued on an annual basis.

The RFP was widely circulated electronically to members of the Energy Efficiency and Sustainable Energy Board (EESE Board), regular attendees at EESE Board meetings, additional stakeholders known to have an interest in energy policy and programs, and Clean Energy NH. The RFP was posted on the PUC website for the full submission period, and was advertised in the New Hampshire Union Leader on December 17, 2019. All responses were due by January 15, 2020. The Commission received seven (7) proposals requesting a total of $2.24 million in grant funds for projects with combined estimated total project costs of $5.31 million.

The PUC employed a two-tier grant review process to evaluate the proposals. The initial review team consisted of three members including Jason Morse (PUC Sustainable Energy Division), Joe Fontaine (Department of Environmental Services Air Resources Division) and Matthew Mailloux (Office of Strategic Initiatives). The second review team consisted of PUC Commissioners including: Chairwoman Dianne Martin; Commissioner Kathryn Bailey, and Commissioner Michael Giaimo. The RFP and proposal review was overseen by Karen Cramton, Director of the Sustainable Energy Division.

One proposal was eliminated as nonconforming. Subsequently, the initial review team scored the remaining six (6) proposals using the scoring criteria set forth in the RFP and those requirements set forth in NH Code of Administrative Rules Puc 2508.02 (b) and (c). The initial review team scored proposals using the pre-published scoring criteria and developed a score for each from 0-100 points. As part of the scoring process, the initial review team interviewed the six (6) applicants. The initial review team assigned values for the factors outlined in the RFP which resulted in the final scores, ranks and funding recommendations.

Based on proposal scores and the program budget, the initial review team recommended funding the four (4) highest scoring proposals at the full grant amount requested. After allocating funding to these four project proposals, an amount of $130,000 remained in the program budget. The evaluation team therefore recommended offering the next highest-scoring proposal partial grant funding in the amount of $130,000.

The initial review team met with the Commissioners to brief them on the recommendations. The Commissioners were provided with project scores, project descriptions, recommendations for funding, and had an opportunity to ask questions. The Commissioners approved the recommendations to award grant funds for five (5) renewable energy projects totaling $1,250,000.

	Attachment 2 2019 Proposed Renewable Energy Fund Nonresidential Competitive Grant Awards						
	Town/City	Technology (Capacity)	Total Project Costs	Proposed Grant Funding	Annual Renewable Energy Credits & Type	Cost Effectiveness (Grant $ / 10yrs-REC)	Contract End Date
Durgin and Crowell Lumber Company, Inc.	Springfield	Biomass Thermal (5,861 kW)	$740,696	$500,000	22,494 Class I Thermal	$2.22	12/31/2021
Sweetwater Hydroelectric, LLC	Claremont	Hydroelectric (350 kW)	$338,000	$270,000	1,380 Class IV	$19.57	12/31/2021
Woodsville/ Rochester Hydro Associates, LLC	Rochester	Hydroelectric (161 kW)	$301,300	$150,000	555 Class IV/Class I	$27.04	12/31/2021
Campton School District Campton Elementary School	Campton	Biomass Thermal Heating (300 kW)	$1,350,000	$200,000	690 Class I Thermal	$28.99	12/31/2021
Noone Falls Energy, LLC	Peterborough	Hydroelectric (150 kW)	$181,000	$130,000	750 Class IV	$24.13	12/31/2021
TOTAL			$2,910,996	$1,250,000			

Attachment 3
Sweetwater Hydroelectric, LLC
Facts and Figures

Sweetwater Hydroelectric, LLC owns and operates the Sweetwater Hydroelectric run-of-river facility on the Sugar River in Claremont, NH. They have requested $270,000 of the $338,000 cost to rehabilitate the Unit #3 hydroelectric generator and turbine, which have been inactive since 2012 due to structural concerns. The proposed project includes a variety of structural and electrical repairs that are necessary to bring Unit #3 back into operation. Once operational, the facility is expected to produce an additional 1,380 New Hampshire Class IV RECs annually.

Facility Size: 350 kW

Grant Cost Effectiveness[i]: $19.57/REC (over 10 years)

Funding Analysis:

Total Project Cost:	$338,000
Leveraged Funds:	$68,000
Grant Amount:	$270,000 (approximately 80% of total project cost)
Payback Period[ii]	2.9 years (based only on Total Project Cost and Generation Value)
	0.6 years (based only on Leveraged Funds and Generation Value)

Financial and Environmental Benefits:

Energy Generation:	1,380 MWh/year
Generation Value[ii]:	$114,622/year
20-Year LCOE[iii]:	$0.025/kWh
Life Expectancy:	20+ years
CO_2 Avoided:	504 tons/year

Renewable Portfolio Standard RSA 362-F:1 Criteria:

- Generates 1,380 Class IV renewable energy certificates (RECs) per year
- Supports fuel diversity & keeps energy dollars in state
- Potential energy savings for City of Claremont with a group net metering agreement
- Reduces the amount of greenhouse gases, nitrogen oxides and particulate matter emissions; thereby improving air quality and public health

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[i] The PUC used a metric defined as the grant amount divided by the total number of RECs over ten (10) years of energy production as a key criteria in evaluating and choosing grantees.
[ii] Generation value is estimated using $0.08306/kWh (Eversource default service rate through July 2020) multiplied by the estimated generation
[iii] Simple Levelized Cost of Energy (LCOE) calculated using NREL's calculator at http://www.nrel.gov/analysis/tech_lcoe.html using assumptions provided by the applicant.

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STATE OF NEW HAMPSHIRE

CHAIRWOMAN
Dianne Martin

COMMISSIONERS
Kathryn M. Bailey
Michael S. Giaimo

EXECUTIVE DIRECTOR
Debra A. Howland

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

Tel. (603) 271-2431

FAX No. 271-3878

Website:
www.puc.nh.gov

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

June 11, 2020

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 $270,000 to Sweetwater Hydroelectric, LLC, vendor number 317587, to rehabilitate the Unit #3 hydroelectric generator and turbine at their Sweetwater Hydroelectric facility located at 340 Plains Road, Claremont, New Hampshire, from Governor and Council approval through December 31, 2021. Funding is 100% Renewable Energy Funds, a non-lapsing special fund continually appropriated to the Commission pursuant to RSA 362-F:10.

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

	FY2020	Total
010-081-54540000-073-500579 Grants to Institutions – State	$270,000	$270,000

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 electric renewable energy initiatives. On December 13, 2019, the Commission issued a Request for Proposals (RFP) #2019-006, pursuant to RSA 362-F:10 XI. That statute requires the Commission to issue, on an annual basis, an RFP for renewable energy projects in the nonresidential sectors funded by grants from the REF.

The Commission received seven (7) proposals requesting a total of $2.24 million in funds in response to the RFP. The Sweetwater Hydroelectric project and four (4) other proposals have been selected to receive a total of $1,250,000 in this funding round. Attachment 1 provides additional information on the grant review and award process, and Attachment 2 provides a summary of all RFP 2019-006 competitive nonresidential grant awards.

With these funds, Sweetwater Hydroelectric, LLC, will perform rehabilitations at its Sweetwater Hydroelectric run-of-river hydroelectric facility that are necessary to return the Unit #3 generator and turbine to operation. The project includes a variety of structural and electrical repairs. The project's technical and funding details are described in Attachment 3, Project Specific Facts and Figures.

The grant is contingent upon sufficient REF funds being available upon the effective date of the grant agreement. These funds have already been allocated to this RFP round, 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

Dianne Martin, Esq.
Chairwoman

Attachments:
Agreement with Exhibits
Attachment 1 - 2019 Nonresidential Competitive Grant Review Process
Attachment 2 - Table of 2019 REF Nonresidential Competitive Grant Awards
Attachment 3- Project Specific Facts and Figures

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 Sweetwater Hydroelectric, LLC		**1.4. Grantee Address** 340 Plains Road, Claremont, NH 03743	
1.5. Effective Date G&C Approval	**1.6 Completion Date** 12/31/2021	**1.7. Audit Date**	**1.8. Grant Limitation** $270,000
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** Michael Hansen President	
1.13. Acknowledgment: State of _____, County of _____, on __/__/____, Before the undersigned officer, personally appeared the person identified in block 1.11., known to me (or satisfactorily proven) to be the person whose name is signed in block 1.12., and acknowledged that _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			
1.14. State Agency Signature(s)		**1.15. Name & Title of State Agency Signor(s)** Dianne Martin, Chairwoman	
1.16. Approval by Attorney General (Form, Substance and Execution) **By:** J. D. Lavallee **Assistant Attorney General, On:** 6/8/2020			
1.17. Approval by the Governor and Council **On:** __/__/____			

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 MH
Date 5/22/20

3. EFFECTIVE DATE: COMPLETION OF PROJECT.

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

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

4. GRANT AMOUNT:MANNER OF PAYMENT: LIMITATIONS.

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

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

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

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

4.5 Notwithstanding anything in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made, hereunder exceed the Grant limitation set forth in block 1.8 of these general provisions.

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

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

7. RECORDS AND ACCOUNTS.

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

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

8. PERSONNEL.

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

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

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

9. DATA: RETENTION OF DATA: ACCESS.

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

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

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

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

11. EVENT OF DEFAULT: REMEDIES.

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

11.1.1. failure to perform the Project satisfactorily or on schedule; or

11.1.2. failure to submit any report required hereunder; or

11.1.3. failure to maintain, or permit access to, the records required hereunder; or

11.1.4. failure to perform any of the other covenants and conditions of this Agreement.

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

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

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

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

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

12. TERMINATION.

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

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

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

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

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

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

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

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

Initials MH
Date 5/22/20

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

17. INSURANCE AND BOND.

17.1. The Grantee shall, at its sole expense, obtain and maintain in force, or shall require any subcontractor, subgrantee or assignee performing Project work to obtain and maintain in force, both for the benefit of the State, the following insurance:

17.1.1 statutory worker's compensation and employees liability insurance for all employees engaged in the performance of the Project, and

17.1.2 comprehensive general liability insurance for all claims of bodily injuries, death or property damage, in amounts not less than $2,000,000 for bodily injury or death any one incident, and $500,000 for property damage in any one incident; and

17.2 The policies described in subparagraph 17.1 of this paragraph shall be the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State, and authorized to do business in the State of New Hampshire. Each policy shall contain a clause prohibiting cancellation or modification of the policy earlier than ten (10) days after written notice thereof has been received by the State. A certificate of insurance demonstrating compliance with subparagraphs 17.1 and 17.2 shall be attached to this Grant Agreement.

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

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

20. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Council of the State of New Hampshire.

21. CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be construed in accordance with the law of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assignees. The captions and contents of the "subject" blank are used only as a matter of convenience, and are not to be considered a part of this Agreement or to be used in determining the intent of the parties hereto.

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

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

Initials MH
Date 5/23/20

EXHIBIT A

SCOPE OF SERVICES

In exchange for receiving grant funds in the amount of up to $270,000 from the New Hampshire Public Utilities Commission (Commission), Sweetwater Hydroelectric, LLC (Grantee) agrees to rehabilitate the Unit #3 hydroelectric generator and turbine at the Sweetwater Hydroelectric facility located at 340 Plains Rd. in Claremont, NH so that the Unit #3 generator will produce electricity. Specifically, Grantee agrees to:

1. Perform the structural and electrical repairs to Unit #3 as described in Grantee's Proposal for Grants for Renewable Energy Generation Projects in the Nonresidential Sector, submitted on January 13, 2020 in response to Commission RFP #2019-006 (Proposal), including, but not limited to, repairing and refurbishing the generation equipment, stabilizing the turbine's structure, and installing new wiring (Project). The description of Project work set forth in the Proposal is incorporated herein by this reference, provided that the State in its sole discretion may approve minor modifications or additions to, and/or 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, consultants, engineers, and other members of the Project team.

2. Take any and all additional action necessary to become eligible or maintain eligibility to produce New Hampshire renewable energy certificates (RECs) from the output of Unit #3.

3. Maintain all components of the facility as recommended by its manufacturer and/or engineering specifications.

4. Provide the Commission with reports and status updates as specified below in the section regarding "Deliverables."

5. Market the RECs produced by the hydroelectric generator to electricity providers for compliance with the state's renewable portfolio standard law, RSA 362-F.

6. 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.

Grantee Initials MH

Date 5/22/20

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 meetings or conference calls prior to the Project completion date as deemed necessary by the Commission. The written progress reports shall meet the following specifications:

Report Type	Reporting Period	Due Date	Scope of Report
Report #1	Through 9/30/2020	11/1/2020	Project progress, development & construction, significant accomplishments.
Report #2	10/1/2020 – 12/31/2020	2/1/2021	Same as above.
Report #3	1/1/2021 – 3/31/2021	5/1/2021	Same as above.
Report #4	4/1/2021 – 6/30/2021	8/1/2021	Same as above.
Report #5	7/1/2021 – 10/31/2021	12/1/2021	Same as above.
Annual Report	Calendar Years 2021 - 2030	2/1 of the immediately following year	Use annual report template to report information listed below.

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

1. The quantity of electricity produced during the preceding calendar year;
2. The number and type of RECs produced during the preceding calendar year;
3. The number of RECs sold during the preceding calendar year; and
4. Relevant details about operations, such as maintenance or production issues; and
5. Economic data, including, but not limited to job creation data to the extent possible, for activity performed during construction and operation of the Project and after completion of the Project. Such data shall include the total jobs created as a result of the development and operation of the Project.

Grantee Initials MH

Date 5/22/20

EXHIBIT B

GRANT AMOUNT, TERMS AND METHODS OF PAYMENT

1. This grant agreement commences upon approval by Governor and Executive Council and concludes December 31, 2021.

2. In consideration of the satisfactory performance of the obligations described in Exhibit A as determined by the State, the State agrees to pay an amount not to exceed $270,000 to Sweetwater Hydroelectric, LLC (Grantee), pursuant to the terms and conditions specified in this Exhibit B.

3. Grantee shall not be paid any grant funds under the grant agreement unless and until all of the following have occurred by the target dates specified:

Receipt of all necessary permits from all applicable Authorities Having Jurisdiction, including but not limited to FERC, environmental, building, electrical, fire, and zoning, or confirmation that none will be required.	December 31, 2020
Receipt of required design or engineering plans, which may be in preliminary form, as determined by the State, or confirmation that none are required.	December 31, 2020

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 Grantee.

4. Grantee's reimbursement requests shall cover only the costs of materials and equipment delivered to the Project site 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. Grantee's reimbursement requests shall not include the costs of any deposits or 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. 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. Reimbursement requests shall be submitted not more frequently than once per month. No more than 50% of the grant amount (i.e., $135,000) will be reimbursed for materials and equipment expenditures prior to the commencement of substantial on-site Project work. The amount of $27,000 will be retained until the Project is complete and shall be paid to Grantee only when each of the following has occurred:

   (i) the Project has been fully constructed and installed;
   (ii) the Project has commenced operation;
   (iii) grantee has submitted an application, deemed complete by the Commission, for certification of eligibility of the Project to produce NH Class IV RECs;
   (iv) site visit has been conducted by a member of the Commission staff, if the Commission deems a site visit necessary; and

Grantee Initials MH
Date 5/22/20

(v) interconnection agreement with electric distribution utility has been executed, or confirmation that existing interconnection agreement is still in effect.

Grantee shall 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. 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 vendors, contractors, and subcontractors. This includes expenses incurred by subcontractors employed on construction Projects funded through the grant. 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. 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.

8. Grantee agrees to provide economic data, including, but not limited to job creation data to the extent possible, for activity performed during construction and operation of the Project and after completion of the Project. Such data shall include, at a minimum, the total jobs created as a result of the development and operation of the Project.

9. The State agrees to make payment to the Grantee within 30 days after the approval of reimbursement requests as described in paragraph 7 above and submitted in compliance with this Exhibit B and the grant agreement General Provisions.

10. 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.

Grantee Initials MN

Date 5/22/20

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
$1,000,000 for personal and advertising injury
$1,000,000 for property damage/rented premises
$10,000 for medical expenses
$2,000,000 for general aggregate
$2,000,000 for products completed operations aggregate

Grantee Initials MH
Date 5/22/20

Certificate of Vote Authority

KNOW ALL PERSONS BY THESE PRESENTS, that Michael Hansen is the Authorized Officer and President of Sweetwater Hydroelectric, LLC. Additionally, Daniel Shorb and Joshua Smithson are Managing Members of Sweetwater Hydroelectric, LLC. The said President of the Company, Michael Hansen, is authorized to execute contracts and bonds in the name of and on behalf of the Company, and such execution of any contract of obligation in the Company's name on its behalf by such officer shall be valid and binding.

The aforementioned President, Michael Hansen, is expressly authorized and empowered to execute and deliver a grant contract with the State of New Hampshire Public Utilities Commission and such authority has not been revoked or rescinded as of the date hereof.

Date: 5/21/20

By: _____

Name: Daniel Shorb

Title: Managing Member

By: _____

Name: Joshua Smithson

Title: Managing Member

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 SWEETWATER HYDROELECTRIC, LLC is a New Hampshire Limited Liability Company registered to transact business in New Hampshire on March 04, 2016. 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: 739975

Certificate Number: 0004865806

IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 29th day of March A.D. 2020.

William M. Gardner
Secretary of State

State of New Hampshire
Department of State
2020 ANNUAL REPORT

Filed
Date Filed: 3/23/2020
Effective Date: 3/23/2020
Business ID: 739975
William M. Gardner
Secretary of State

BUSINESS NAME:	SWEETWATER HYDROELECTRIC, LLC
BUSINESS TYPE:	Domestic Limited Liability Company
BUSINESS ID:	739975
STATE OF FORMATION:	New Hampshire

PREVIOUS PRINCIPAL OFFICE ADDRESS	PREVIOUS MAILING ADDRESS
66 Lynette Lane Suite 300 Fremont, NH, 03044, USA	66 Lynette Lane Suite 300 Fremont, NH, 03044, USA

NEW PRINCIPAL OFFICE ADDRESS	NEW MAILING ADDRESS
66 Lynette Lane Fremont, NH, 03044, USA	66 Lynette Lane Fremont, NH, 03044, USA

REGISTERED AGENT AND OFFICE

REGISTERED AGENT:	Daniel R Shorb
REGISTERED AGENT OFFICE ADDRESS:	66 Lynette Ln Fremont, NH, 03044 - 0304, USA

PRINCIPAL PURPOSE(S)

NAICS CODE	NAICS SUB CODE
OTHER / Ownership and operation of hydroelectric projects.	

MANAGER / MEMBER INFORMATION

NAME	BUSINESS ADDRESS	TITLE
Michael Hansen	66 Lynette Lane, Fremont, NH, 03044, USA	Member
Daniel Shorb	66 Lynette Lane, Fremont, NH, 03044, USA	Member
Joshua Smithson	66 Lynette Lane, Fremont, NH, 03044, USA	Member

I, the undersigned, do hereby certify that the statements on this report are true to the best of my information, knowledge and belief.

Title: Member
Signature: Daniel Shorb
Name of Signer: Daniel Shorb

Client#: 35371 HANSESHORB

ACORD. CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 03/30/20

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

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

PRODUCER
Cool Insuring Agency Inc CL
784 Troy Schenectady Road
Latham, NY 12110
518 783-2665

CONTACT NAME:
PHONE (A/C, No, Ext): 518 783-2665 FAX (A/C, No): 5187838754
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Federal Insurance Company	20281
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Sweetwater Hydroelectric LLC
44 Deer Ridge Dr
Barrington, NH 03825

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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY			37115492	01/16/2020	01/16/2021	EACH OCCURRENCE	$1,000,000
	[ ] CLAIMS-MADE [X] OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$1,000,000
							MED EXP (Any one person)	$10,000
							PERSONAL & ADV INJURY	$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$2,000,000
	[ ] POLICY [ ] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$2,000,000
	[ ] OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	[ ] ANY AUTO						BODILY INJURY (Per person)	$
	[ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	[ ] HIRED AUTOS [ ] NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
	[ ]							$
	[ ] UMBRELLA LIAB [ ] OCCUR						EACH OCCURRENCE	$
	[ ] EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$
	[ ] DED [ ] RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						[ ] PER STATUTE [ ] OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ] (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Loc# 2 - Claremont (sweetwater); West Claremont, NH

CERTIFICATE HOLDER

New Hampshire Public Utilities Commission
21 South Fruit Street, Ste. 10
Concord, NH 03301

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Anthony J. Marchetta

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Client#: 8929 SWEETHYDRO

ACORD. CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 04/10/2020

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.

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PRODUCER
Cool Insuring Agency Inc CL
784 Troy Schenectady Road
Latham, NY 12110
518 783-2665

CONTACT NAME:
PHONE (A/C, No, Ext): 518 783-2665 FAX (A/C, No): 5187838754
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Technology Insurance Company	42376
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Sweetwater Hydroelectric LLC
66 Lynetter Lane
Fremont, NH 03044

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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	CLAIMS-MADE OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS / NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED / RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			BINDER283907120100	04/10/2020	04/10/2021	X PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N Y	N/A					E.L. EACH ACCIDENT	$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$1,000,000
							E.L. DISEASE - POLICY LIMIT	$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

New Hampshire Public Utilities Commission
21 South Fruit Street, Suite 10
Concord, NH 03301

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Anthony J. Marchetto

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ATTACHMENT 1 – 2019 NONRESIDENTIAL COMPETITIVE GRANT REVIEW PROCESS

The Public Utilities Commission (PUC) issued a Request for Proposals (RFP) on December 12, 2019 for renewable energy projects in the nonresidential sectors which would be eligible to generate Class I, Class I Thermal, or Class IV renewable energy certificates (RECs). The RFP was generally similar to that issued in the prior year. The RFP required that the project create certain classes of renewable energy certificates, which would be available for use by electricity providers for compliance with the renewable portfolio standard requirements in New Hampshire. Pursuant to RSA 362-F:10, the RFP is funded with monies from the Renewable Energy Fund and issued on an annual basis.

The RFP was widely circulated electronically to members of the Energy Efficiency and Sustainable Energy Board (EESE Board), regular attendees at EESE Board meetings, additional stakeholders known to have an interest in energy policy and programs, and Clean Energy NH. The RFP was posted on the PUC website for the full submission period, and was advertised in the New Hampshire Union Leader on December 17, 2019. All responses were due by January 15, 2020. The Commission received seven (7) proposals requesting a total of $2.24 million in grant funds for projects with combined estimated total project costs of $5.31 million.

The PUC employed a two-tier grant review process to evaluate the proposals. The initial review team consisted of three members including Jason Morse (PUC Sustainable Energy Division), Joe Fontaine (Department of Environmental Services Air Resources Division) and Matthew Mailloux (Office of Strategic Initiatives). The second review team consisted of PUC Commissioners including: Chairwoman Dianne Martin; Commissioner Kathryn Bailey, and Commissioner Michael Giaimo. The RFP and proposal review was overseen by Karen Cramton, Director of the Sustainable Energy Division.

One proposal was eliminated as nonconforming. Subsequently, the initial review team scored the remaining six (6) proposals using the scoring criteria set forth in the RFP and those requirements set forth in NH Code of Administrative Rules Puc 2508.02 (b) and (c). The initial review team scored proposals using the pre-published scoring criteria and developed a score for each from 0-100 points. As part of the scoring process, the initial review team interviewed the six (6) applicants. The initial review team assigned values for the factors outlined in the RFP which resulted in the final scores, ranks and funding recommendations.

Based on proposal scores and the program budget, the initial review team recommended funding the four (4) highest scoring proposals at the full grant amount requested. After allocating funding to these four project proposals, an amount of $130,000 remained in the program budget. The evaluation team therefore recommended offering the next highest-scoring proposal partial grant funding in the amount of $130,000.

The initial review team met with the Commissioners to brief them on the recommendations. The Commissioners were provided with project scores, project descriptions, recommendations for funding, and had an opportunity to ask questions. The Commissioners approved the recommendations to award grant funds for five (5) renewable energy projects totaling $1,250,000.

	Attachment 2 2019 Proposed Renewable Energy Fund Nonresidential Competitive Grant Awards						
	Town/City	**Technology (Capacity)**	**Total Project Costs**	**Proposed Grant Funding**	**Annual Renewable Energy Credits & Type**	**Cost Effectiveness (Grant $ / 10yrs-REC)**	**Contract End Date**
Durgin and Crowell Lumber Company, Inc.	Springfield	Biomass Thermal (5,861 kW)	$740,696	$500,000	22,494 Class I Thermal	$2.22	12/31/2021
Sweetwater Hydroelectric, LLC	Claremont	Hydroelectric (350 kW)	$338,000	$270,000	1,380 Class IV	$19.57	12/31/2021
Woodsville/ Rochester Hydro Associates, LLC	Rochester	Hydroelectric (161 kW)	$301,300	$150,000	555 Class IV/Class I	$27.04	12/31/2021
Campton School District Campton Elementary School	Campton	Biomass Thermal Heating (300 kW)	$1,350,000	$200,000	690 Class I Thermal	$28.99	12/31/2021
Noone Falls Energy, LLC	Peterborough	Hydroelectric (150 kW)	$181,000	$130,000	750 Class IV	$24.13	12/31/2021
TOTAL			**$2,910,996**	**$1,250,000**			

Attachment 3
Sweetwater Hydroelectric, LLC
Facts and Figures

Sweetwater Hydroelectric, LLC owns and operates the Sweetwater Hydroelectric run-of-river facility on the Sugar River in Claremont, NH. They have requested $270,000 of the $338,000 cost to rehabilitate the Unit #3 hydroelectric generator and turbine, which have been inactive since 2012 due to structural concerns. The proposed project includes a variety of structural and electrical repairs that are necessary to bring Unit #3 back into operation. Once operational, the facility is expected to produce an additional 1,380 New Hampshire Class IV RECs annually.

Facility Size: 350 kW

Grant Cost Effectiveness[i] : $19.57/REC (over 10 years)

Funding Analysis:

Total Project Cost:	$338,000
Leveraged Funds:	$68,000
Grant Amount:	$270,000 (approximately 80% of total project cost)
Payback Period[ii]	2.9 years (based only on Total Project Cost and Generation Value)
	0.6 years (based only on Leveraged Funds and Generation Value)

Financial and Environmental Benefits:

Energy Generation:	1,380 MWh/year
Generation Value[ii]:	$114,622/year
20-Year LCOE[iii]:	$0.025/kWh
Life Expectancy:	20+ years
CO_2 Avoided:	504 tons/year

Renewable Portfolio Standard RSA 362-F:1 Criteria:

- Generates 1,380 Class IV renewable energy certificates (RECs) per year
- Supports fuel diversity & keeps energy dollars in state
- Potential energy savings for City of Claremont with a group net metering agreement
- Reduces the amount of greenhouse gases, nitrogen oxides and particulate matter emissions; thereby improving air quality and public health

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[i] The PUC used a metric defined as the grant amount divided by the total number of RECs over ten (10) years of energy production as a key criteria in evaluating and choosing grantees.

[ii] Generation value is estimated using $0.08306/kWh (Eversource default service rate through July 2020) multiplied by the estimated generation

[iii] Simple Levelized Cost of Energy (LCOE) calculated using NREL's calculator at http://www.nrel.gov/analysis/tech_lcoe.html using assumptions provided by the applicant.