54A

BEA New Hampshire Department of BUSINESS AND ECONOMIC AFFAIRS

October 5, 2022

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

REQUESTED ACTION

Authorize the Department of Business and Economic Affairs to enter into a contract with the New Hampshire Electric Cooperative (NHEC) (VC # 174063), Plymouth, NH, in the amount of $50,000,000 in American Rescue Plan Act (ARPA) Capital Project Funds for the Buildout of broadband services to the unserved and underserved addresses identified in the RFP proposal submitted by NHEC, effective upon Governor and Council approval through December 31, 2026. **100% Federal Funds.**

Funds are available as follows:

	FY 2023	FY2024	FY2026
03-022-022-221015-24410000 Broadband Connectivity FD ARP 072-509073 Contracts	$15,000,000	$15,000,000	$20,000,000

EXPLANATION

On July 27, 2022, the Governor and Council approved the accept and expend of $51,728,530 in American Rescue Plan Act (ARPA) Capital Projects Funds for the purpose of improving broadband infrastructure across New Hampshire. Part of said request, was $50 million for the Broadband Connect Program. This contract between the Department of Business and Economic Affairs (BEA) and the New Hampshire Electric Cooperative (NHEC) is in response to the Request for Proposal (RFP) DBEA 2022-11, issued June 10, 2022, under the previously approved Broadband Connect Program.

This contract will provide high speed broadband services to 23,259 locations throughout the state currently unserved or underserved. This build-out will enable Granite Staters in previously unserved and underserved areas to utilize not only remote learning or remote work options but also access to telehealth services.

Work on providing fiberoptic broadband infrastructure is expected to start immediately, with the first homes being offered service before the end of 2022. The second allocation of funds will be distributed to the vendor when 10,000 locations are able to access internet service from the vendor. The final allocation will come when all financial and regulatory reporting to the U.S. Treasury and state physical audit of work has been completed. All work listed above must be completed by December 31, 2026, to consider the contract fulfilled and for vendor to receive 100 percent of funds.

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A selection committee comprised of three BEA staff members (Schedule #2) reviewed and scored the proposals (Schedule #1). The New Hampshire Electric Cooperative (NHEC) was ultimately awarded the contract with BEA. Scoring is included as Schedule #3.

The New Hampshire Electric Cooperative (NHEC) is a member-owned and governed, non-profit cooperative that has provided reliable electric service to its members since 1939. It owns and maintains 6,000 miles of energized line, serving over 86,000 locations in nine of New Hampshire's 10 counties. In 2020, NHEC's members overwhelmingly authorized the Cooperative to offer high-speed Internet service by building a fiber-optic network.

NHEC is a local, New Hampshire-based organization, responsive to the needs of New Hampshire residents. The broadband network will be owned solely by New Hampshire residents, which means that the recipients of any grant funds awarded will be New Hampshire households and businesses. Electric cooperatives in general and NHEC provide superior customer service and satisfaction compared to cable and telephone companies. The broadband network, like NHEC's electric network, has been designed specifically with the needs of unserved rural New Hampshire in mind.

The Attorney General's office has approved this contract as to form, substance and execution.

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

Respectfully submitted by,

Taylor Caswell
Commissioner

Department of Business and Economic Affairs
Office of Planning and Development
New Hampshire Population Projections
RFP Scoring Criteria

Schedule #1

Proposals were reviewed, evaluated, and scored by an evaluation committee. Evaluation of proposals were based on the following criteria for each component. Each criterion was scored according to the degree of responsiveness present in the proposal being evaluated.

Technical

- Experience and Qualifications of key staff and subcontractors
  - Bidders that are either a cooperative, non-profit, or government-affiliated organization authorized to perform business in NH (up to 25 points)
  - Bidder that is not cooperative, non-profit, or government-affiliated organization authorized to perform business in NH (up to 15 points)
- Overall strategy and approach, methodology (up to 35 points)
  - # of unserved properties below 100/20Mbps to be served
    - Most unserved properties to be served
    - 2nd most unserved properties to be served
    - 3rd most unserved properties to be served
- Offered speeds (up to 25 points)
    - 100/100 symmetrical
    - 100/20 scalable to 100/100
- Cost/unserved property (total bid/unserved properties to be served) (up to 15 points)
    - Lowest cost per property to be served
    - 2nd lowest cost per property to be served
    - 3rd lowest cost per property to be served

Grand Total **(up to 100 or 85 points)**

Department of Business and Economic Affairs
Office of Planning and Development
New Hampshire Population Projections
RFP Scoring Committee

Schedule #2

Mark Laliberte, Broadband Project Manager
NH Department of Business and Economic Affairs
100 North Main Street, Suite 100, Concord, NH 03301
603-271-6351 MarkJ.Laliberte@livefree.nh.gov

Mr. Laliberte has worked for the Department of Business and Economic Affairs for more than six years and, in August 2021, assumed the role as Broadband Project Manager. He has an extensive background in government, public policy, politics and economic development, almost exclusively in New Hampshire. Mr. Laliberte has an M.P.A. and a B.A. in Political Science, both from the University of New Hampshire. He also has numerous certifications in economic development, project management and Lean/Six Sigma.

Matt Conserva, Broadband Business Administrator
NH Department of Business and Economic Affairs
100 North Main Street, Suite 100, Concord, NH 03301
603-271-4963 Matthew.E.Conserva@livefree.nh.gov

Mr. Conserva has worked for the State of New Hampshire for the past two and a half years. Prior to this, he spent twenty-four years working at Nextel Communications and then Sprint. During his career at Sprint Nextel, Mr. Conserva performed many functions from individual contributor to managing large teams. Mr. Conserva attended the University of Mass, Lowell, with a focus on Business Administration.

Theresa M. Pinto, Business Resource Officer
NH Department of Business and Economic Affairs
100 North Main Street, Suite 100, Concord, NH 03301
Oct. 2022 Left State Employment

Theresa M. Pinto served as a Business Resource Specialist for the NH BEA offices. In her role she worked with businesses, municipalities and partner agencies/organizations working within Belknap, Merrimack and Hillsborough counties focused on growing the NH economy and quality of life. Prior to joining the state in 2021, Theresa worked within the chamber of commerce industry for 32 years. She held several executive positions with chambers of commerce on the East-Southeast Coast. She has received national recognition for her work with chambers of commerce focusing on workforce development, infrastructure, entrepreneur growth, health equity and talent pipelines.

Department of Business and Economic Affairs
Office of Planning and Development
New Hampshire Population Projections
RFP Scoring Results

Schedule #3

Company	Experience & Qualification (RFP Scoring)	Strategy & Approach (RFP Scoring)	Offered Speeds (RFP Scoring)	Cost/Unserved Property (RFP Scoring)	Total Cost	Total Points
NH Electric Cooperative	20	28.3	25	12	$50,000,000	85.3
Consolidated Communications	15	27.7	25	15	$47,811,852	82.7
Town of Hancock	10	26	25	14.7	$48,111,852	75.7
Hub66	13.3	15	25	8	$50,000,000	61.3
Comcast	15	20	20	5	$31,828,463	60

Total of 100 points possible

BEA New Hampshire Department of BUSINESS AND ECONOMIC AFFAIRS

DATE: 10/13/2022
MEMORANDUM FOR: Governor and Council
FROM: Business and Economic Affairs (BEA)
SUBJECT: Additional Information – Broadband Connect Program

Belknap County	**834**	**Coos County**	**1883**
Alton	249	Clarksville	18
Center Harbor	27	Colebrook	716
Gilford	83	Columbia	609
Laconia	10	Dixville	18
Meredith	335	Pittsburg	220
New Hampton	94	Stewartstown	302
Sanbornton	36		
Carrol County	**6067**	**Grafton County**	**13885**
Bartlett	728	Alexandria	30
Brookfield	26	Ashland	9
Eaton	26	Bath	193
Effingham	10	Benton	187
Freedom	18	Bridgewater	13
Harts Location	98	Bristol	22
Madison	128	Campton	1021
Moultonborough	2228	Canaan	336
Ossipee	741	Dorchester	241
Sandwich	39	Easton	266
Tuftonboro	1684	Ellsworth	95
Wakefield	297	Enfiield	16
Wolfeboro	44	Grafton	942

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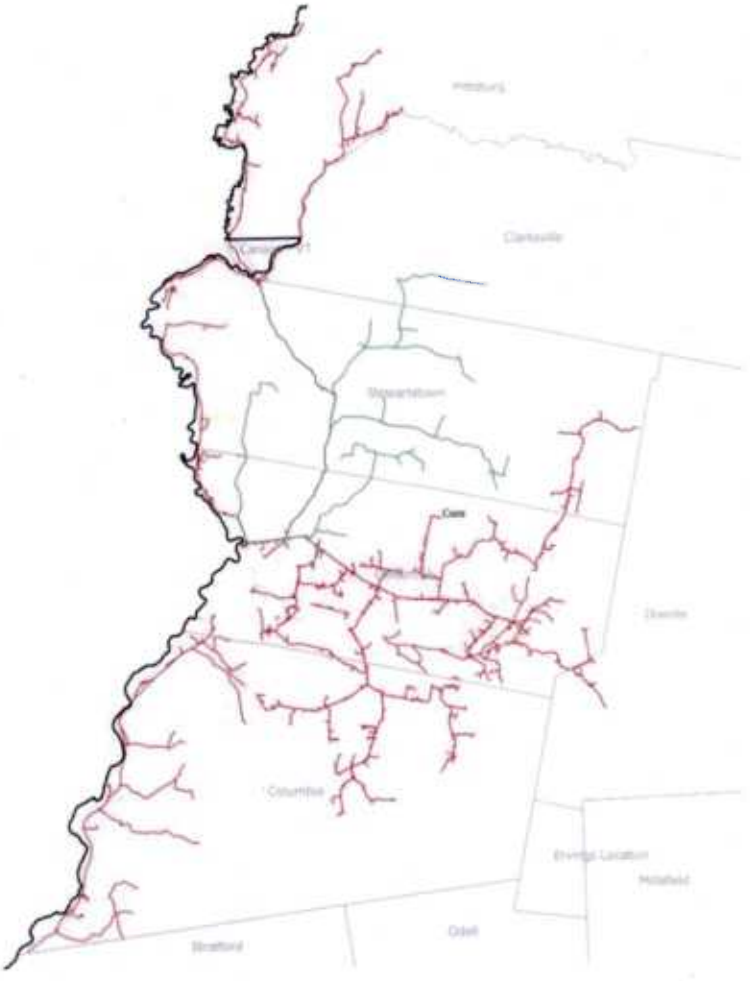
Grafton County (cont.)	13885	Merrimack County	248
Groton	377	Andover	1
Hanover	24	Frankin	8
Haverhill	485	Hill	158
Hebron	8	Warner	6
Holderness	1225	Wilmot	75
Landaff	213	**Sullivan County**	**342**
Lisbon	183	Claremont	32
Littleton	185	Cornish	61
Lyman	552	Croydon	8
Lyme	6	Grantham	20
Monroe	89	Lempster	72
Orange	125	Newport	74
Orford	521	Plainfield	35
Piermont	272	Sunapee	40
Plymouth	2503		
Rumney	961	***Grand Total***	***23259***
Sugar Hill	79		
Thorton	1358		
Warren	645		
Wentworth	599		
Woodstock	104		

Coos County

Existing NHEC Fiber Distribution Network in Colebrook, Stewartstown & Clarksville shown in green. Proposed to be constructed grant funded main line fiber distribution is shown in red.



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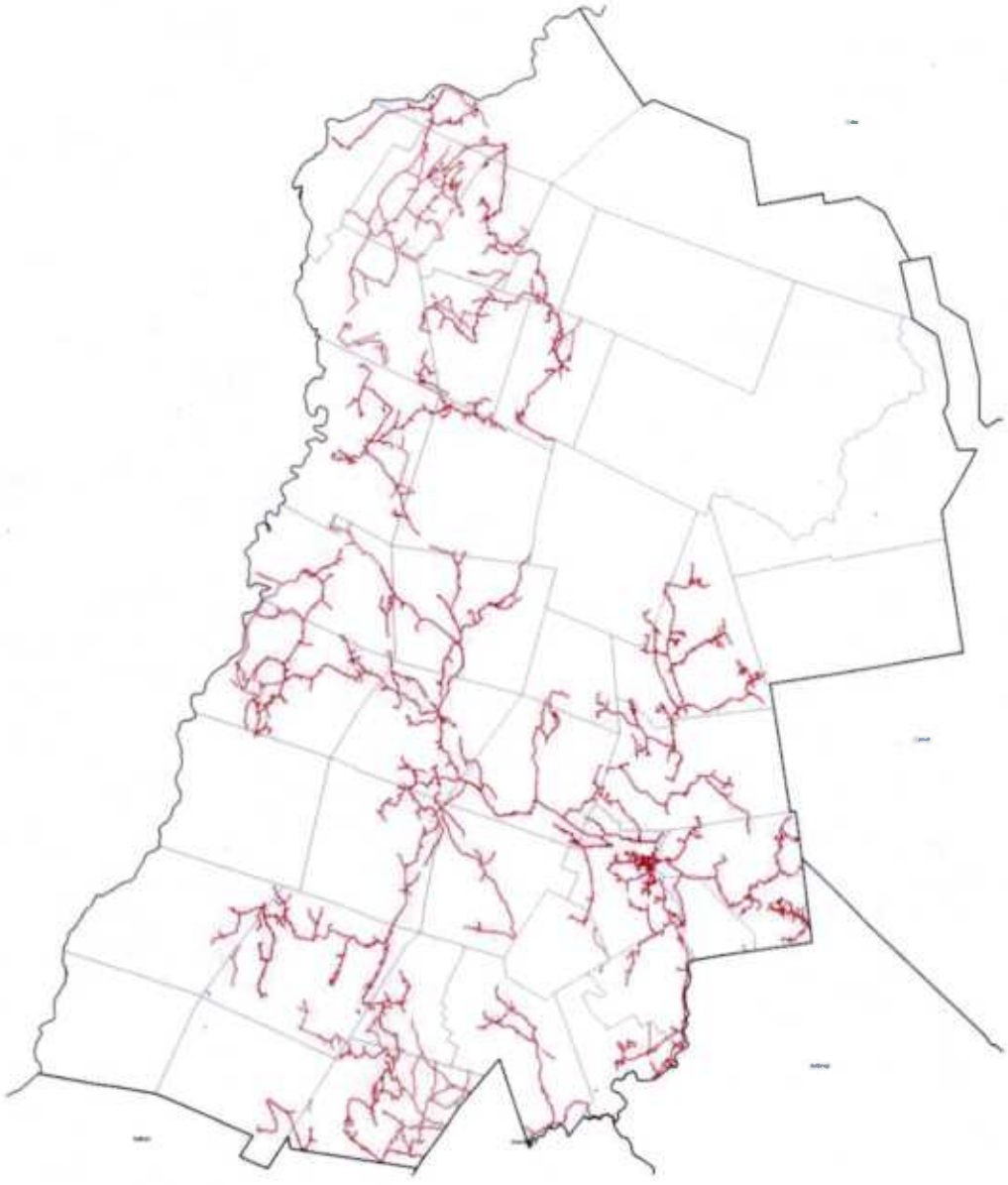
Grafton County

Proposed to be constructed grant funded main line fiber distribution is shown in red



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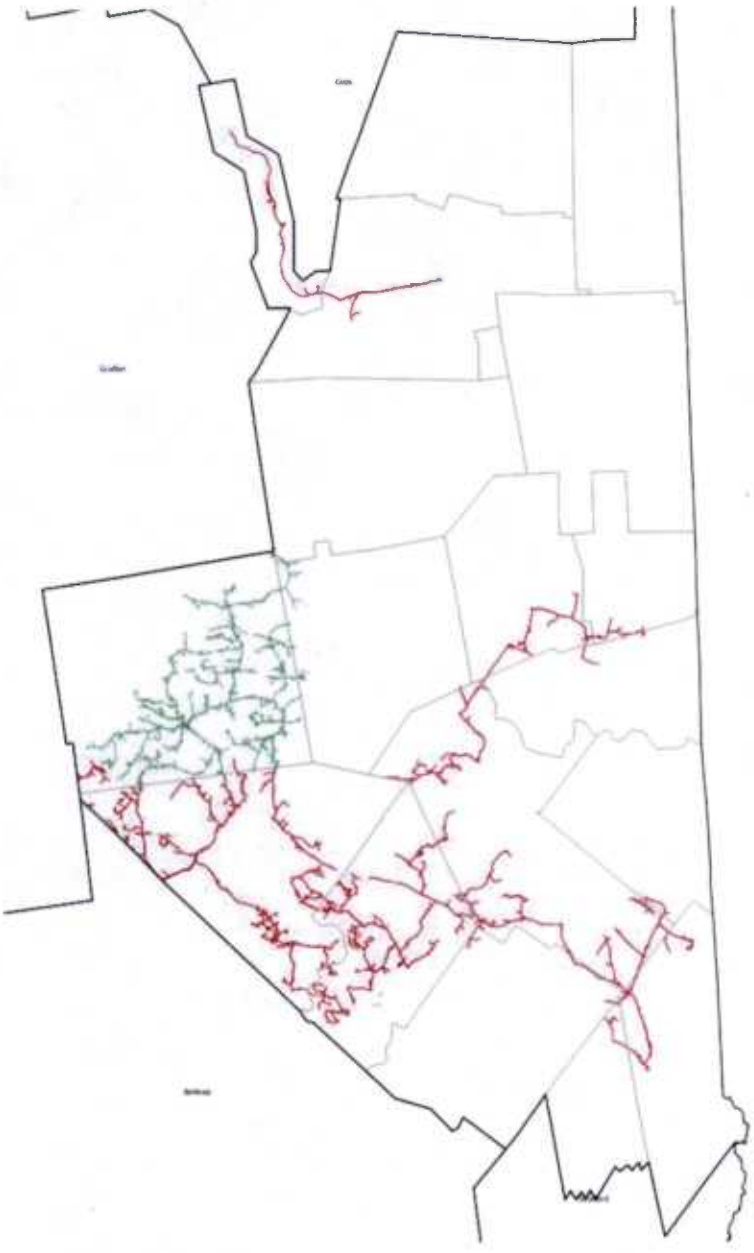
Carroll County

Existing NHEC Fiber Distribution Network in Sandwich is shown in green. Proposed to be constructed grant funded main line fiber distribution is shown in red.



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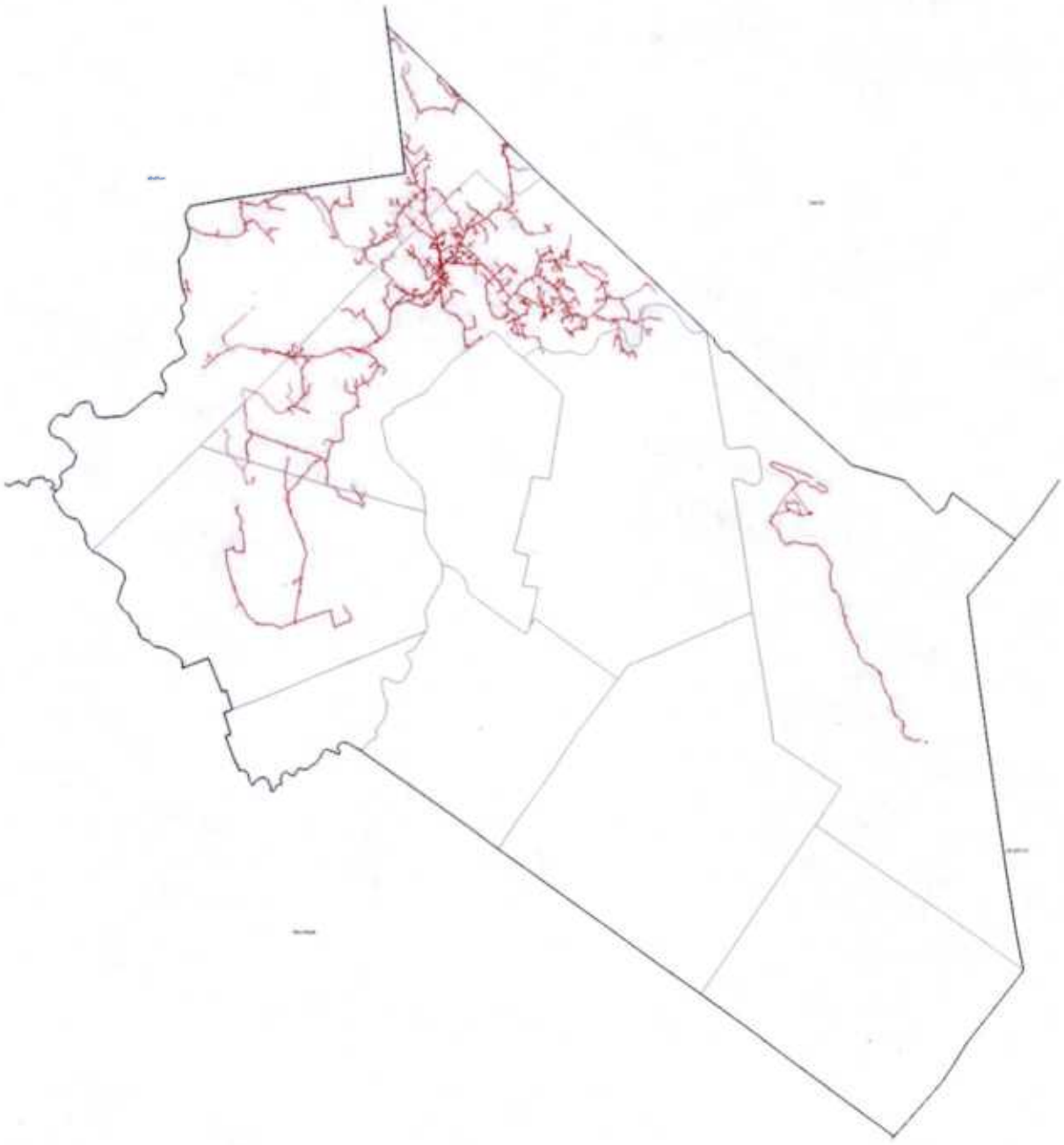
Belknap County

Proposed to be constructed grant funded main line fiber distribution is shown in red.



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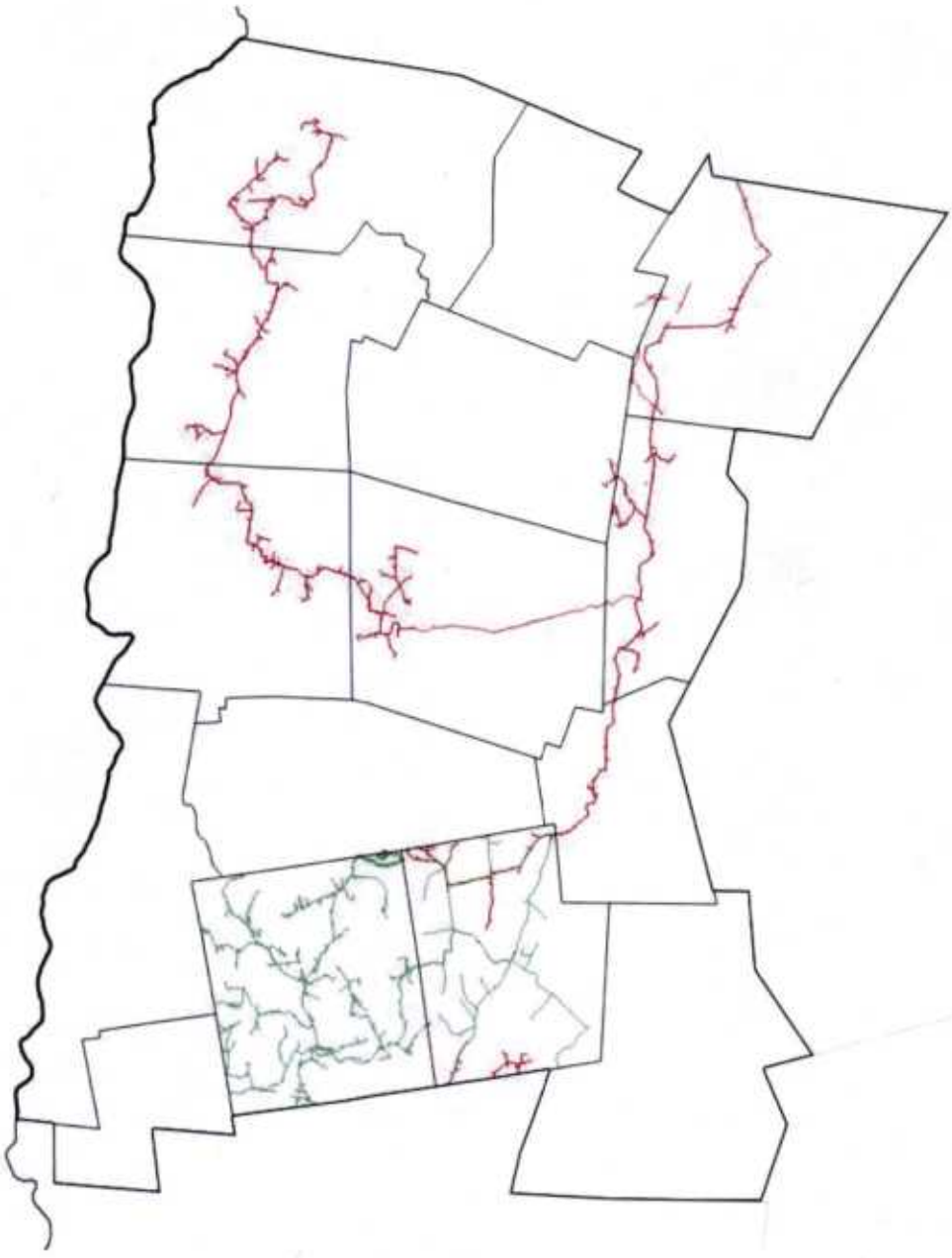
Sullivan County

Existing NHEC Fiber Distribution Network in Lempster & Colebrook shown in green. Proposed to be constructed grant funded main line fiber distribution is shown in red.



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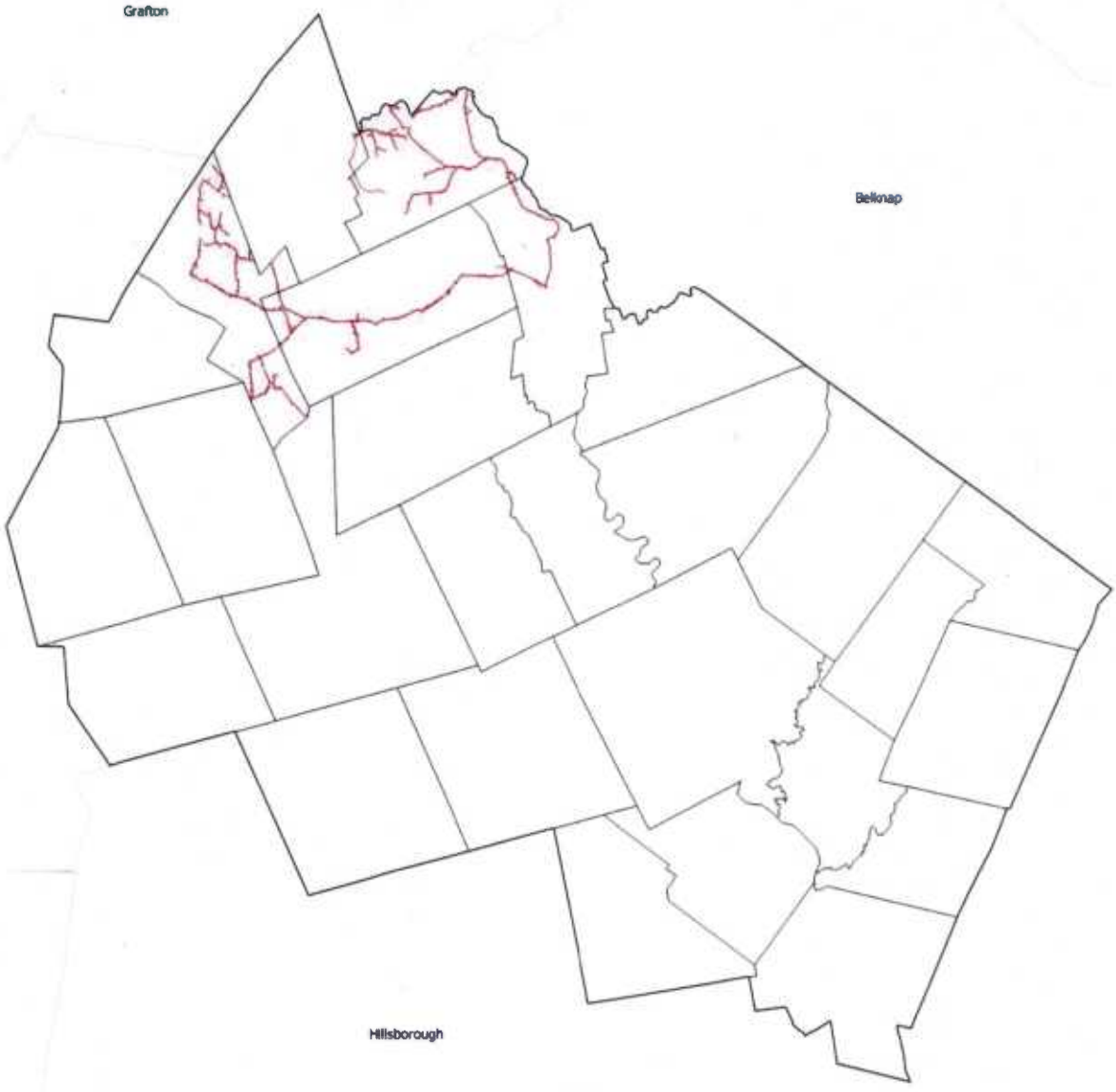
Merrimack County

Proposed to be constructed grant funded main line fiber distribution is shown in red.



your NEW HAMPSHIRE Electric Co-op

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

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Business & Economic Affairs (BEA)		1.2 State Agency Address 100 North Main St, Suite 100 Concord, NH 03301	
1.3 Contractor Name New Hampshire Electric Cooperative, Inc		1.4 Contractor Address 579 Tenney Mountain Highway Plymouth, NH 03264	
1.5 Contractor Phone Number 603-536-1800	1.6 Account Number	1.7 Completion Date 12/31/2026	1.8 Price Limitation $50,000,000
1.9 Contracting Officer for State Agency Mark Laliberte		1.10 State Agency Telephone Number 603-271-6351	
1.11 Contractor Signature Date: 10/7/22		1.12 Name and Title of Contractor Signatory Alyssa Clemsen Roberts President/Chief Executive Officer	
1.13 State Agency Signature Date: 10/10/2022		1.14 Name and Title of State Agency Signatory Taylor Caswell Commissioner	
1.15 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)* By:		Director, On:	
1.16 Approval by the Attorney General (Form, Substance and Execution) *(if applicable)* By: /s/ Stacie M. Moeser		On: October 12, 2022	
1.17 Approval by the Governor and Executive Council *(if applicable)* G&C Item number:		G&C Meeting Date:	

Contractor Initials ACR
Date 10/7/2022

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.17, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("Effective Date").

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

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds affected by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

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

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

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

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

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

6.1 In connection with the performance of the Services, the Contractor shall comply with all applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

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

6.3. The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

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

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

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

Contractor Initials AKH

Date 12/7/22

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

8.2.4 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

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

9. TERMINATION.

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT B. In addition, at the State's discretion, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement.

10. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.

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

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

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

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

12.1 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment; and a written consent of the State. For purposes of this paragraph, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. INDEMNIFICATION. Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omission of the

Contractor Initials ACN

Date 10/7/2022

Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

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

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

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 10.2 herein, in an amount not less than 80% of the whole replacement value of the property.

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

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

15. WORKERS' COMPENSATION.

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

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

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

17. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

18. CHOICE OF LAW AND FORUM. This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

19. CONFLICTING TERMS. In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and/or attachments and amendment thereof, the terms of the P-37 (as modified in EXHIBIT A) shall control.

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

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

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

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

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings with respect to the subject matter hereof.

Contractor Initials ACR

Date 10/7/22

EXHIBIT A

No Special Provisions

Contractor Initials ACL
Date 10/7/2022

EXHIBIT B

Below is the Scope of Services of this Agreement

The scope of this project includes planning, construction, and installation of all necessary broadband infrastructure and equipment for providing access to broadband for Unserved Properties in the state of New Hampshire.

The New Hampshire Electric Cooperative (NHEC) will be responsible to provide:.

1. A performance bond for the duration of the Grant Agreement and for 3 months following acceptance of the Project by the State ("Acceptance").
2. Broadband access to Unserved Properties in New Hampshire as identified by NHEC in their response to RFP proposal dated July 29, 2022
3. Designed to deliver upon completion, service that reliably meets or exceeds symmetrical download and upload speeds of 100 Mbps.
4. Must be completed, including all financial reporting closeout documents as soon as possible, but no later than December 31, 2026.
5. Ongoing operations and maintenance of the system will be the sole responsibility of the NHEC.
6. Low-cost option offered at speeds that are sufficient for a household with multiple users to simultaneously telework and engage in remote learning. Any future, low-cost option mandated by the federal government would negate this requirement
7. Project and Expenditure Report (P&E): A quarterly report to provide information on the Project funded, obligations, expenditures, project status, outputs, performance indicators, address list modifications and other information

Contractor Initials ACR

Date 10/7/2022

EXHIBIT C

Contract Price

Total contract shall not exceed: $50,000,000

Below is the detailed payment terms of the contract:

- 30% or $15,000,000 upon Governor and Executive Council Approval of the contract
- 30% or $15,000,000 upon 10,000 potential customer passings and active service offered and verified. All Project and Expenditure Reports due, have been submitted and approved by the State up to this point.
- 40% or $20,000,000 upon all remaining property passings and 100% of the addresses identified in the original proposal has been offered service and service is available to the address and verified. Also, Projects and Expenditure Reports have been submitted and approved. This must be received and approved before the December 31, 2026 deadline.
- All expenditures under this program will end by December 31, 2026. The pro rata portion, as determined by the State, of any Projects not completed by December 31, 2026, will not be eligible for funding and must be completed at the Applicant's sole expense. The ongoing operation and maintenance of the Projects will be the sole responsibility of the Applicant.

Method of Payment

- All invoices must be sent to:

  Mark Laliberte, Broadband Project Manager
  Department of Business and Economic Affairs
  100 North Main Steet, Suite 100
  Concord, NH 03301
  Email: mark.j.laliberte@livefree.nh.gov

Contractor Initials AM
Date 09/7/2022

STANDARD EXHIBIT D

Drug-Free Workplace

The Grantee (aka "Campus" or "Contractor") identified in this Project Agreement agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Grantee's representative, as identified in Sections 1.11 of the General Provisions execute the following Certification:

Certification Regarding Drug Free Workplace

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). The January 31, 1989, regulations were amended and published as Part II of the May 25, 1990, Federal Register (pages 21681-21691), and require certification by grantees (and by inference, sub-grantees and sub-Grantees), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a grantee (and by inference, sub-grantees and sub-Grantees) that is a state may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Grantees using this form should send it to:

Department of Business and Economic Affairs
100 North Main Street, Suite 100
Concord, NH 03301

(A) The Grantee certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an ongoing drug-free awareness program to inform employees about—

(1) The dangers of drug abuse in the workplace;
(2) The grantee's policy of maintaining a drug-free workplace;
(3) Any available drug counseling, rehabilitation, and employee assistance programs; and
(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will—

(1) Abide by the terms of the statement; and
(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug

statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted—

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, state, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

(B) The Grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

Place of Performance (street address, city, county, State, zip code) (list each location)

579 Tenney Mountain Highway
Plymouth, NH 03264

Check ☐ if there are workplaces on file that are not identified here.

New Hampshire Electric Cooperative	Upon Governor & Executive Council Approval through December 31, 2026
Contractor Name	Period Covered by this Certification

Alyssa Clemsen Roberts, President & Chief Executive Officer

Name and Title of Authorized Contractor Representative

Contractor Representative Signature	October 7, 2022 Date

STANDARD EXHIBIT E
Lobbying

The Grantee (aka "Campus" or "Contractor") identified in this Project Agreement agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Grantee's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

CERTIFICATION REGARDING LOBBYING

Programs (indicate applicable program covered): Coronavirus Capital Projects Fund

Contract Period: **Upon Governor & Executive Council Approval through December 31, 2026**

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-Grantee).

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-Grantee), the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-I.

(3) The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Contractor Representative Signature	President & Chief Executive Officer Contractor Representative Title
New Hampshire Electric Cooperative, Inc. Contractor Name	October 7, 2022 Date

STANDARD EXHIBIT F - Debarment

The Grantee (aka "Campus" or "Contractor") identified in this Project Agreement agrees to comply with the provisions of Executive Office of the President, Executive Order 12529 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Grantee's representative execute the following Certification:

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS - PRIMARY COVERED TRANSACTIONS

Instructions for Certification

(1) By signing and submitting this Contract, the Grantee is providing the certification set out below.

(2) The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the Grantee shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the State determination whether to enter into this transaction. However, failure of the Grantee to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

(3) The certification in this clause is a material representation of fact upon which reliance was placed when the State determined to enter into this transaction. If it is later determined that the Grantee knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, State may terminate this transaction for cause or default.

(4) The Grantee shall provide immediate written notice to State, to whom this Contract is submitted if at any time the Grantee learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(5) The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76.

(6) The Grantee agrees by submitting this Contract that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the State.

(7) The Grantee further agrees by submitting this Contract that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by State, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

(8) A Grantee in a covered transaction may rely upon a certification of Grantee in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A Grantee may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List (of excluded parties).

(9) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a Grantee is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(10) Except for transactions authorized under paragraph 6 of these instructions, if a Grantee in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, State may terminate this transaction for cause or default.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS - PRIMARY COVERED TRANSACTIONS, cont'd

Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Primary Covered Transactions

(1) The Grantee (aka "Campus" or "Contractor") certifies to the best of its knowledge and belief, that it and its principals:

(a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) have not within a three-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (I) (b) of this certification; and

(d) have not, within a three-year period preceding this Contract, had one or more public transactions (Federal, State or local) terminated for cause or default.

(2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this Contract.

Contractor Representative Signature	President & Chief Executive Officer Contractor Representative Title
New Hampshire Electric Cooperative, Inc. Contractor Name	October 7, 2022 Date

STANDARD AGREEMENT EXHIBIT G

CERTIFICATION REGARDING THE AMERICANS WITH DISABILITIES ACT COMPLIANCE

The Campus identified this Project Agreement agrees by signature of the Contractor's representative to execute the following certification:

By signing and submitting this Contract the Contractor agrees to make reasonable efforts to comply with all applicable provisions of the Americans with Disabilities Act of 1990.

	President & Chief Executive Officer
Contractor Representative Signature	Contractor's Representative Title
New Hampshire Electric Cooperative, Inc.	October 7, 2022
Contractor Name	Date

STANDARD EXHIBIT H

CERTIFICATION
Public Law 103-227, Part C
ENVIRONMENTAL TOBACCO SMOKE

Public Law 103227, Part C Environmental Tobacco Smoke, also known as the Pro Children Act of 1994, requires that smoking not be permitted in any portion of any indoor facility routinely owned or leased or contracted for by an entity and used routinely or regularly for provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to $1000 per day and/or the imposition of an administrative compliance order on the responsible entity. By signing and submitting this Contract the Grantee (aka "Contractor") certifies that it will comply with the requirements of the Act.

The Grantee further agrees that it will require the language of this certification be included in any subawards which contain provisions for the children's services and that all subgrantees shall certify accordingly.

Contractor Representative Signature	President & Chief Executive Officer Contractor Representative Title
New Hampshire Electric Cooperative, Inc. Contractor Name	October 7, 2022 Date

STANDARD EXHIBIT I

ASSURANCE OF COMPLIANCE NONDISCRIMINATION IN FEDERALLY ASSISTED PROGRAMS
OMB Burden Disclosure Statement

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget (OMB), Paperwork Reduction Project (1910-0400), Washington, DC 20503.

New Hampshire Electric Cooperative (hereinafter called the "Grantee" and aka "Contractor") HEREBY AGREES to comply with Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352), Title IX of the Education Amendments of 1972, as amended, (Pub. L. 92-318, Pub. L. 93-568, and Pub. L. 94-482), Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112), the Age Discrimination Act of 1975 (Pub. L. 94-135), Title VIII of the Civil Rights Act of 1968 (Pub. L. 90-284). In accordance with the above laws and regulations issued pursuant thereto, the Grantee agrees to assure that no person in the United States shall, on the ground of race, color, national origin, sex, age, or disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity in which the Grantee receives Federal assistance.

Applicability and Period of Obligation
In the case of any service, financial aid, covered employment, equipment, property, or structure provided, leased, or improved with Federal assistance extended to the Grantee by the State with federal ARPA funds, this assurance obligates the Grantee for the period during which Federal assistance is extended. In the case of any transfer of such service, financial aid, equipment, property, or structure, this assurance obligates the transferee for the period during which Federal assistance is extended. If any personal property is so provided, this assurance obligates the Grantee for the period during which it retains ownership or possession of the property.

Employment Practices
Where a primary objective of the Federal assistance is to provide employment or where the Grantee's employment practices affect the delivery of services in programs or activities resulting from Federal assistance extended by the State, the Grantee agrees not to discriminate on the ground of race, color, national origin, sex, age, or disability, in its employment practices. Such employment practices may include, but are not limited to, recruitment, advertising, hiring, layoff or termination, promotion, demotion, transfer, rates of pay, training and participation in upward mobility programs; or other forms of compensation and use of facilities.

Subrecipient Assurance

The Grantee shall require any individual, organization, or other entity with whom it subcontracts, subgrants, or subleases for the purpose of providing any service, financial aid, equipment, property, or structure to comply with laws and regulations cited above. To this end, the subrecipient shall be required to sign a written assurance form; however, the obligation of both recipient and subrecipient to ensure compliance is not relieved by the collection or submission of written assurance forms.

Data Collection and Access to Records

The Grantee agrees to compile and maintain information pertaining to programs or activities developed as a result of the Grantee's receipt of Federal assistance from the State. Such information shall include, but is not limited to the following: (1) the manner in which services are or will be provided and related data necessary for determining whether any persons are or will be denied such services on the basis of

prohibited discrimination; (2) the population eligible to be served by race, color, national origin, sex, age and disability; (3) data regarding covered employment including use or planned use of bilingual public contact employees serving beneficiaries of the program where necessary to permit effective participation by beneficiaries unable to speak or understand English; (4) the location of existing or proposed facilities connected with the program and related information adequate for determining whether the location has or will have the effect of unnecessarily denying access to any person on the basis of prohibited discrimination; and (5) the present or proposed membership by race, color, national origin, sex, age and disability in any planning or advisory body which is an integral part of the program.

The Grantee agrees to submit requested data to the State, the U.S. Department of Treasury or OMB regarding programs and activities developed by the Grantee from the use of ARPA funds extended by the State upon request. Facilities of the Grantee (including the physical plants, buildings, or other structures) and all records, books, accounts, and other sources of information pertinent to the Grantee's compliance with the civil rights laws shall be made available for inspection during normal business hours on request of an officer or employee of the State, the U.S. Department of Treasury or OMB specifically authorized to make such inspections.

This assurance is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts (excluding procurement contracts), property, discounts or other Federal assistance extended after the date hereof, to the Grantee by the State including installment payments on account after such data of application for Federal assistance which are approved before such date. The Grantee recognizes and agrees that such Federal assistance will be extended in reliance upon the representations and agreements made in this assurance, and that the United States shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the Grantee, the successors, transferees, and assignees, as well as the person(s) whose signatures appear below and who are authorized to sign this assurance on behalf of the Grantee.

Grantee Certification

The Grantee certifies that it has complied, or that, within 90 days of the date of the grant, it will comply with all applicable requirements of 10 C.F.R. § 1040.5 (a copy will be furnished to the Grantee upon written request to the State).

Contractor Representative Signature	President & Chief Executive Officer Contractor Representative Title
New Hampshire Electric Cooperative, Inc. Contractor Name	October 7, 2022 Date

STANDARD EXHIBIT J

CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) COMPLIANCE

The Federal Funding Accountability and Transparency Act (FFATA) requires grantees of individual Federal grants equal to or greater than $25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of $25,000 or more. If the initial award is below $25,000 but subsequent grant modifications result in a total award equal to or over $25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.

In accordance with 2 CFR Part 170 (*Reporting Subaward and Executive Compensation Information*), the State must report the following information for any grant award subject to the FFATA reporting requirements:

1) New Hampshire Electric Cooperative (NHEC)
2) $50,000,000.00
3) Business & Economic Affairs (BEA)
4) NAICS code for contracts / CFDA program number for grants: 21.029
5) Capital Projects Fund (CPF), American Rescue Act of 2021
6) Broadband Buildout to Unserved and Underserved addresses throughout the state of New Hampshire
7) New Hampshire
8) 579 Tenney Mountain Highway, Plymouth, NH 03264
9) SAM # U23GGNUKBX57
10) Total compensation and names of the top five executives if:
    a. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than $25M annually and
    b. Compensation information is not already available through reporting to the SEC.

Grantees (aka "Contractors") must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

The Grantee identified in Section 1.3 of the General Provisions agrees to comply with the provisions of the Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (*Reporting Subaward and Executive Compensation Information*), and further agrees to have one of the Grantee's representative(s), as identified in Sections 1.11 of the General Provisions execute the following Certification:

The below named Grantee agrees to provide needed information as outlined above to the State and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

	President & Chief Executive Officer
Contractor Representative Signature	Contractor Representative Title
New Hampshire Electric Cooperative, Inc.	October 7, 2022
Contractor Name	Date

STANDARD EXHIBIT J cont.
CERTIFICATION

As the Grantee (aka "Campus" or "Contractor") identified in this Project Agreement, I certify that the responses to the below listed questions are true and accurate.

1. The SAM number for your entity is: U23GGNUKBX57_____

2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) $25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

_X_NO _____YES

If the answer to #2 above is NO, stop here

If the answer to #2 above is YES, please answer the following:

3. Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C.78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

_____NO _____YES

If the answer to #3 above is YES, stop

If the answer to #3 above is NO, please answer the following:

4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

Name _____ Amount: ____

Name _____ Amount: ____

Name _____ Amount: ____

Name _____ Amount: ____

Name _____ Amount: ____

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 NEW HAMPSHIRE ELECTRIC COOPERATIVE, INC. is a New Hampshire Consumer Cooperative registered to transact business in New Hampshire on July 19, 1939. 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: **14410**

Certificate Number: **0005879660**

IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 5th day of October A.D. 2022.

David M. Scanlan

Secretary of State

ATTACHMENT 2

New Hampshire Electric Cooperative, Inc.
A New Hampshire Non-Profit Consumer Cooperative

Secretary's Certificate
(Corporate Bylaws)

I, Brenda Boisvert, hereby certify that I am the duly elected Secretary of New Hampshire Electric Cooperative, Inc. ("NHEC"), a non-profit consumer electric cooperative organized under the laws of the State of New Hampshire. I further hereby certify that a true copy of the current Code of Bylaws ("Bylaws") of NHEC is attached hereto as **Attachment 2-1** and that the Bylaws authorize the following officers or positions to bind NHEC for contractual obligations:

The Chair of the NHEC Board of Directors
The President/CEO of NHEC.

I further certify that the following individuals currently hold the office or position so authorized:

Jeffrey Morrill	Chair of the NHEC Board of Directors
Alyssa Clemsen Roberts	President/CEO of NHEC

I further certify that it is understood that the State of New Hampshire will rely on this Certificate as evidence that the persons listed above currently occupy the positions indicated and that they have full authority to bind NHEC. This authority shall remain valid for at least thirty (30) days from the date of this Certification.

DATED: 10-7-22 **ATTEST:** Brenda Boisvert
Brenda Boisvert, Secretary

New Hampshire Electric Cooperative Incorporated

your NEW HAMPSHIRE Electric Co-op

CODE OF BYLAWS

Effective October 20, 2020

INDEX

Code of Bylaws

ARTICLE I

Members

Section 1. Qualifications and Obligations. Subject to applicable provisions of law, any person, firm, corporation or body politic may become a member in the Cooperative by:

(a) making an application for membership and service;

(b) agreeing to purchase goods or services from the Cooperative as hereinafter specified; and

(c) agreeing to comply with and be bound by the Certificate of Organization of the Cooperative and this Code of Bylaws and any amendments thereto and such rules and regulations as may from time to time be adopted by the Board of Directors. No person, firm, corporation or body politic may own more than one (1) membership in the Cooperative.

A married couple may jointly become a member and their application for a joint membership may be accepted in accordance with the foregoing provisions of this section provided both comply jointly with the provisions of the above subdivisions (a), (b) and (c).

Section 2. Purchases. Each member shall, as soon as electric delivery service shall be available, purchase from the Cooperative all electric delivery services used on the premises specified in his/her application for membership/service except as where otherwise permitted by law. It is expressly understood that amounts paid for goods or services in excess of the cost of service are furnished by members as capital and each member shall be credited with the capital so furnished as provided in these bylaws. Each member shall pay all amounts owed by him/her to the Cooperative as and when the same shall become due and payable.

Section 3. Nonliability for Debts of the Cooperative. The private property of the members of the Cooperative shall be exempt from execution for the debts of the Cooperative and no member shall be individually liable or responsible for any debts or liabilities of the Cooperative.

Section 4. Expulsion of Members. The Board of Directors of the Cooperative may, by the affirmative vote of not less than two-thirds (2/3) of the directors conducted after notice and an opportunity to be heard, expel any member who shall have violated or refused to comply with any of the provisions of the Certificate of Organization of the Cooperative or this Code of Bylaws or any rules or regulations adopted from time to time by the Board of Directors. Any member so expelled may be reinstated as a member by a vote of the members at any annual or special meeting of the members. The action of the members with respect to any such reinstatement shall be final.

Section 5. Withdrawal of Membership. Any member may withdraw from membership upon payment in full of all debts and liabilities of such member to the Cooperative and upon compliance with such terms and conditions as the Board of Directors may prescribe.

Section 6. Transfer and Termination of Membership.

(a) Membership in the Cooperative shall not be transferable, except as hereinafter otherwise provided, and upon the death, cessation of existence, expulsion or withdrawal of a member, the membership of such member shall thereupon terminate. Termination of membership in any manner shall operate as a release

of all right, title and interest of the member in the property and assets of the Cooperative; provided, however, that such termination of membership shall not release the member from the debts or liabilities of such member to the Cooperative.

(b) Membership may be transferred by a member to himself or herself and his or her spouse, as the case may be, jointly upon written request of such member, and compliance by such member jointly with the provisions of subdivisions (b) and (c) of section 1 of this article. Such transfer shall be made and recorded on the books of the Cooperative.

(c) When a membership is held jointly, upon the death of either joint member, such membership shall be deemed to be held solely by the survivor with the same effect as though such membership had been originally issued solely to him or her, as the case may be, provided, however, that the estate of the deceased shall not be released from any membership debts or liabilities to the Cooperative.

ARTICLE II

Meetings of Members

Section 1. Annual Meeting. The annual meeting of the members shall be held in June of each year on such date and at such time and place as shall be designated by the Board of Directors for the purpose of receiving the count of mail ballots cast for the election of directors and on any other mail ballot questions, passing upon reports covering the previous fiscal year and transacting such other business as may come before the meeting. If the count of mail ballots returned shall not be declared on the day designated for any annual meeting, or at any adjournment thereof, the Board of Directors shall cause such action to be taken at a special meeting of the members as soon thereafter as conveniently may be. Failure to hold the annual meeting at the designated time shall not work a forfeiture or dissolution of the Cooperative.

Section 2. Special Meetings. Special meetings of the members may be called by the Board of Directors. It shall be the duty of the Secretary of the Board of Directors to call a special meeting of the members within thirty (30) days upon receipt of a petition signed by not less than ten per centum (10%) of the members stating the specific business to be brought before the Cooperative. Upon call of a special meeting by the Board of Directors, it shall be the duty of the secretary to cause notice of such meeting to be given as hereinafter provided. Special meetings of the members may be held at any place within the State of New Hampshire, specified in the notice of the special meeting.

Section 3. Notice of Members' Meetings. Notice stating the place, day and hour of the annual meeting and the purpose or purposes for which the meeting is called, together with the ballot and ballot-related material for such meeting, shall be mailed or delivered personally by or at the direction of the secretary to each member not less than twenty (20) days nor more than thirty-five (35) days before the day of the annual meeting. For special meetings at which no mail ballots are to be received, a like notice shall be mailed or delivered personally not less than twenty (20) days nor more than thirty-five (35) days before the day of such meeting. If mail ballots are to be used at a special meeting a like notice shall be mailed or delivered personally by or at the direction of the secretary to each member not less than sixty (60) days nor more than one hundred twenty (120) days before the day of the special meeting; the ballot and ballot-related material shall be mailed or delivered not less than twenty (20) days nor more than thirty-five (35) days before the day of such special meeting. In the case of amendment of the Certificate of Organization, notice shall be in accordance with New Hampshire RSA 301-A:8. If mailed, such notice shall be deemed to

be delivered when deposited in the United States mail, addressed to the member at his/her address as it appears on the records of the Cooperative, with postage thereon prepaid. In case of a joint membership, notice given to either member shall be deemed notice to both joint members. The failure of any member to receive notice of, or a ballot for, an annual or special meeting of the members, shall not invalidate any action which may be taken by the members or the result of any mail ballot vote announced at any such meeting.

Items of business subject to voting in person at the annual meeting shall be placed on the notice of such meeting by the Board of Directors or upon petition signed by at least fifty (50) members filed with the Secretary at least forty-five (45) days before the date of such annual meeting.

Those matters to be voted upon by mail ballot which: (1) arise at the initiative of the directors shall be posted by the secretary at the Cooperative office no less than sixty (60) days before the meeting; (2) arise by petition of the members shall be posted by the secretary at the Cooperative office no less than forty-five (45) days before the meeting.

No binding or legal business shall be transacted at any meeting unless the purpose(s) thereof is distinctly stated in the notice.

Section 4. Quorum. A quorum for any business to be considered at a meeting by members voting in person shall be one hundred (100) members present in person. In case of a joint membership, the presence at a meeting of either joint member, or both, shall be regarded as the presence of one member. If less than a quorum is present at any meeting, a majority of those present in person may adjourn the meeting from time to time without further notice. A majority of the members present may also take action concerning the minutes of the previous meeting of the membership and any reports of the officers, directors and committees. Likewise, a declaration of the result of an election or any question decided by mail ballot shall not be invalid by virtue of there being less than a quorum present to receive the declaration.

Section 5. Order of Business. The order of business at the annual meeting of the members, and so far as possible at all other meetings of the members, shall be essentially as follows:

(1) Call of the roll.

(2) Reading of the notice of the meeting and proof of the due publication or mailing thereof, or the waiver or waivers of notice of the meetings, as the case may be.

(3) Reading of unapproved minutes of previous meetings of the members and the taking of necessary action thereon.

(4) Presentation and consideration of, and action upon, reports of officers, directors and committees.

(5) Announcement by the chairman of the tellers' committee of results of mail ballot for election of directors and on any other questions appearing on the ballot.

(6) Such other business as is stated on the notice of the meeting of the members voting in person.

(7) Adjournment.

ARTICLE III

Voting

Section 1. Vote of the Member(s). Each member shall be entitled to one (1) vote and no more upon each matter submitted to a vote by mail or to a vote at a meeting of the members voting in person. If a joint membership, the member shall be entitled to one (1) vote and no more upon each matter submitted to a vote by mail or at a meeting of the members. Election of directors shall be decided by a plurality. All other questions shall be decided by a vote of a majority of the members voting thereon, except as otherwise provided by law, the Certificate of Organization of the Cooperative, or this Code of Bylaws.

Section 2. Membership Voting by Mailed Ballot. The election and removal of directors, the approval of the receipt, acquisition, sale or other transfer of property of any kind where approval of the membership is required by law or the bylaws, the alteration, amendment or repeal of the bylaws, the amendment of the Certificate of Organization and any other action calling for a vote of the members by mail ballot as may be explicitly provided for in these bylaws, shall be accomplished solely by ballot vote of the membership by mail, returned to the annual meeting. No other business shall be transacted by mail ballot.

Questions submitted to vote by mail shall not be subject to amendment, debate or voting in person at the meeting to which the mailed ballots are returned. Mail voting on the above subject matter (other than election of directors) may also take place at any duly called special meeting. A quorum for an election of directors or for balloting on any other question submitted to mail vote shall be deemed present when the total number of ballots cast is at least equal to the number specified as a quorum for voting in person in Section 4, Article II of the Bylaws.

Section 3. Preparation of Ballot for Mail Vote. The secretary shall prepare the ballot and determine its form subject to the advice of the Cooperative's attorney. For any vote in which the secretary is a candidate, the Board of Directors shall appoint a non-candidate director to perform the secretary's duties concerning the preparation of the ballot. Nominations for the office of director shall be placed on the ballot when made as provided in Section 3, Article IV of the Bylaws. There shall be appropriate spaces for voting by writing in the name or names of candidates whose names do not appear on the ballot. Other questions subject to voting by mail at an annual meeting, as provided in Section 2 above, shall be inserted on the ballot at the request of the Board of Directors or upon petition signed by at least three hundred (300) members except where otherwise provided by law, the Certificate of Organization or these Bylaws. All nominations for directors, questions for insertion on the ballot, and required accompanying materials must be filed with the secretary not less than sixty (60) days before the date of meeting to which the ballots are to be returned.

The ballot shall contain an indication whether each candidate was nominated by the nominating committee or by petition. Accompanying the ballot when mailed to members, there shall be a brief consolidated summary of each candidate's qualifications and views not exceeding two hundred fifty (250) words, if submitted by the above deadline for filing nominations with the secretary. All other questions proposed for inclusion on the ballot shall also include a statement whether proposed by the Board of Directors or by petition and as to questions inserted by petition a statement whether the same is or is not recommended by the board. The material accompanying the ballot shall include, if submitted to the secretary within the aforesaid time limit, a statement of the purpose of each question prepared by the proponents. The statement shall not exceed two hundred fifty (250) words on any one question. The

accompanying materials may also include one statement prepared by opponents, in opposition to any questions proposed for inclusion on the ballot. The statement shall not exceed two hundred fifty (250) words on any one question. The envelope containing the ballot shall be clearly marked "ballot enclosed".

Section 4. Procedure for Voting by Mail and Counting Ballots. The ballot shall contain instructions for voting. In order to be counted, a ballot must be returned to and received at the headquarters office of the Cooperative before 4:30 P.M. six days prior to the day of the meeting to which the ballots are to be returned. Each marked ballot shall be returned in a sealed envelope which identifies the voter, whose name and eligibility to vote shall be verified. Pending the counting of the ballots, they shall be secured and preserved in a sealed ballot box at the Cooperative's headquarters office. The ballots shall be opened and counted at a time and place designated in the meeting notice prior to the day of the meeting by a committee of tellers to be appointed by the Board of Directors, whose members shall be duly sworn by a notary public or justice of the peace to the faithful performance of their duties. Interested parties may observe the counting process. Upon completion of the count and declaration of the result to the meeting, the ballots and tally sheets shall be sealed up in the ballot box and preserved until at least thirty (30) days after the day of the meeting. A recount of the vote on a date to be fixed by the board, shall be held by a committee of tellers appointed by the board, who shall likewise be sworn to the faithful performance of their duties, on any election or question on the ballot if requested in writing by at least one hundred (100) members filed with the secretary within twenty-five (25) days after the day of the meeting, at which recount those requesting it shall have an opportunity to have representatives present to observe; provided however that no recount shall be granted unless the difference between the vote for the prevailing candidate or prevailing side of a question and the opposing vote is less than three percent of the total ballots cast on the election or question proposed to be recounted.

Section 5. Regulation by Board of Directors. The Board of Directors may make reasonable rules and regulations pursuant to Section 7, Article IV of these Bylaws to fill in the details relating to voting by mail or electronically where not explicitly covered by the preceding sections of this article.

Section 6. Effect of Mail Ballot. No action taken by mail ballot may be reconsidered, rescinded, repealed or amended other than by mail ballot. All actions taken by mail ballot shall take effect at the adjournment of the meeting at which the results of such balloting were declared, unless a different time is specified in the text of the subject submitted to mail ballot.

Section 7. Electronic Voting. The use of the term "mail" elsewhere in these bylaws notwithstanding, any provision of these bylaws concerning notices, voting, ballots, material accompanying ballots, the distribution of ballots and materials accompanying ballots, the return of ballots, and the counting, retention and recounting of ballots, may be satisfied by the use of electronic communications, electronic transactions or electronic records in accordance with rules and regulations concerning electronic voting established by the Board of Directors.

ARTICLE IV

Directors

Section 1. General Powers. The business and affairs of the Cooperative shall be governed by a Board of eleven (11) Directors chosen by and from the membership, which shall exercise all the powers of the

Cooperative except such as are by law, the Certificate of Organization or these bylaws conferred upon or reserved to the members.

Section 2. Qualifications and Tenure. At each annual meeting to which ballots are returned, directors shall be elected for three-year staggered terms, with at least three to be elected each year. Directors shall also be separately elected to fill designated seats for any one-year or two-year terms as may be required to fill any unexpired terms created by virtue of a vacancy or temporary appointment made pursuant to Section 5 of this Article. All board members shall serve until their successors shall have been elected and shall have qualified. Directors shall not be eligible for reelection if they would have served fifteen (15) or more years of consecutive service as a Director on the last day of the month of the meeting to which ballots are returned; provided however, that after a lapse of eleven months following the expiration of his/her final term, a former director may be eligible for reelection.

No member who lacks the capacity to enter legally binding contracts under New Hampshire law or has been convicted of a felony under any state or federal law shall be eligible to become or remain a director. No member who, during the twelve (12) months preceding nomination or appointment or at any time during incumbency, becomes delinquent in the payments owed to the Cooperative or refuses to fulfill any other membership obligation shall be eligible to become or remain a director. No member employed by the Cooperative shall be eligible to become or remain a director. No member formerly employed by the Cooperative shall be eligible to become or remain a director during a period of three (3) years following termination of that member's employment from the Cooperative. No member shall be eligible to become or remain a director or to hold any position of trust in the Cooperative who is in any way employed by or is to a significant degree financially interested in a competing enterprise or a business selling electric energy, electrical supplies, or other similar goods and/or services to the Cooperative. When a membership is held jointly, either member, but not both, may be elected a director; provided, however, that neither one shall be eligible to become or remain a director or to hold a position of trust in the Cooperative unless both shall meet the qualifications hereinabove set forth. Nothing in this section contained shall, or shall be construed to, affect in any manner whatsoever the validity of any action taken at any meeting of the Board of Directors.

If the Board of Directors determines, by a vote of at least two-thirds (2/3) of all members of the Board of Directors, taken at a special meeting of the Board of Directors, that a director or a nominee for director does not meet the qualifications under Section 2 of this Article, such director or nominee shall be immediately disqualified without further action required. The director removal provisions of Section 4 of this Article shall not apply to director disqualifications. A director or nominee subject to a disqualification vote shall be given advance notice of, and an opportunity to make a statement at, the special meeting. A director subject to a disqualification vote shall not vote at the special meeting. Disqualified directors shall immediately lose all authorities, rights, and privileges as directors. Disqualified nominees shall be excluded from the ballot. If a nominee disqualification occurs after it is no longer practical to exclude or remove the disqualified nominee's name from the ballot, the election will proceed according to schedule and no vote cast for the disqualified nominee shall be counted in determining the results of the election.

Section 3. Nominations. It shall be the duty of the Board of Directors to appoint, not less than one hundred twenty (120) days nor more than one hundred eighty (180) days before the date of the meeting of members at which the results of the election of directors is to be declared, a Nominating Committee of not fewer than five (5) nor more than eleven (11) members who shall be selected so as to give equitable

representation on the committee to the membership of the Cooperative. No officer or member of the Board of Directors shall be appointed a member of such committee. With logistical support provided by the Cooperative, it shall be the duty of the Nominating Committee to independently make all decisions concerning nominations for directors. In the fulfillment of its duty the committee shall use its collective best judgment concerning the qualifications of potential candidates, the current and projected needs, challenges and opportunities facing the Cooperative, the overall best interests of the Cooperative, and the effective and equitable representation of the membership. In addition to any other criteria which the committee, in its discretion, may consider, it shall consider the geographic location of potential candidates' electric service accounts. The committee shall not nominate potential candidates who do not meet the qualifications and tenure requirements in Section 2 of this Article.

The committee shall prepare and post at the principal office of the Cooperative at least ninety (90) days before the meeting a list of nominations for directors, and shall provide a report to the members. Any one hundred (100) members may make other nominations in writing over their signatures not less than sixty (60) days prior to the meeting and the secretary shall post the same at the same place where the list of nominations made by the committee is posted. The secretary shall insert on the mail ballot for the annual meeting the names of all those nominated.

Section 4. Removal of Directors. Action to remove a director may be initiated by the Board of Directors on its motion. Further, any member may initiate action for removal of a director by filing charges in writing with the secretary, together with a petition signed by ten per centum (10%) of the members, requesting the removal of the director in question. Removal shall be by mail ballot at the next annual meeting unless such action is initiated more than one hundred eighty (180) days prior to said annual meeting, in which case the secretary shall call a special meeting for this purpose. The director against whom such charges have been brought shall be informed in writing of the charges prior to the mail vote and shall have an opportunity to submit a written statement (of no more than 750 words) in his/her defense which shall accompany the mail ballot by which removal shall be voted upon; the person or persons bringing the charges against said director shall have the same opportunity.

Section 5. Vacancies. Vacancies occurring in the Board of Directors shall be filled by a majority vote of the remaining directors, and directors thus elected shall serve until the next annual meeting of the members or until their successors shall have been elected and shall have qualified. Vacancies which occur in the Board of Directors less than 100 days prior to the next annual meeting of the members shall be filled by a majority vote of the remaining directors either prior to or following the next annual meeting and the directors thus elected shall serve until the second annual meeting of the membership following the occurrence of the vacancy.

Section 6. Compensation. Directors shall not receive any salary for their services as such, except that directors may by resolution authorize from time to time a stipend for service to the Cooperative such as serving as a board officer, attendance at meetings, conferences, and training programs and/or performing committee assignments when authorized by the board. The Board of Directors may also authorize the reimbursement of a director for reasonable expenses actually incurred in carrying out such Cooperative business or grant a reasonable per diem allowance by the board in lieu of detailed accounting for some of these expenses. No director or any close relative of a director shall apply for, or be considered for, employment by the Cooperative, or receive compensation for serving the Cooperative in any other capacity, unless such service or employment shall be specifically authorized by a vote of the members, or

such service or employment of the director or close relative shall have been certified by the board as an emergency measure.

Section 7. Rules and Regulations. The Board of Directors shall have power to make and adopt such rules and regulations, not inconsistent with the law, the Certificate of Organization of the Cooperative or this Code of Bylaws, as it may deem advisable for the management, administration and regulation of the business and affairs of the Cooperative.

Section 8. Accounting System and Reports. The board shall cause to be established and maintained a complete accounting system subject to applicable laws and rules and regulations of any regulatory body. The board shall also after the close of each fiscal year cause to be made by a certified public accountant a full and complete audit of the accounts, books and financial condition of the Cooperative as of the end of such fiscal year. A report of such audit shall be submitted to the members at the next following annual meeting.

Section 9. Non-liability of Directors and Officers. For any loss, in whole or in part, for a claim against any Director or Officer of the Cooperative for which no liability insurance applies, the Cooperative shall defend, indemnify and hold harmless each person who shall serve at any time hereafter as a Director or Officer of the Cooperative from and against any and all claims and liabilities to which such person shall become subject by reason of his/her having heretofore and hereafter been a Director or Officer of the Cooperative, or by reason of any action alleged to have been heretofore or hereafter taken or omitted by him/her as such Director or Officer, and shall reimburse each such person for all legal and other expenses reasonably incurred by him/her in connection with any such claim or liability; provided, however, that no such person shall be defended, indemnified against or be reimbursed for, any expense incurred in connection with any claim or liability based upon or attributable to such person gaining in fact any personal profit or advantage to which he/she was not legally entitled, or in connection with any claim or liability for willful misconduct.

The rights accruing to any person under the foregoing provision of this section shall not exclude any other right to which he/she may be lawfully entitled, nor shall anything herein contained restrict the right of the Cooperative to defend, indemnify or reimburse such person in any proper case even though not specifically herein provided for. The Board of Directors may authorize the Cooperative to pay in advance of a final disposition, legal and other related costs and reasonable expenses incurred in defending a civil claim against a Director or Officer of the Cooperative. The Cooperative, its Directors, Officers, Employees and agents shall be fully protected in taking any action or making any payment under this section, or in refusing to do so, in reliance upon the advice of counsel.

ARTICLE V

Meetings of Directors

Section 1. Regular Meetings. A regular meeting of the Board of Directors shall be held without notice other than this bylaw, immediately after, and at the same place as, the annual meeting of members. A regular meeting of the Board of Directors shall also be held monthly at such time and place in the State of New Hampshire, as the Board of Directors may provide by resolution. Such regular monthly meetings may be held without notice other than such resolution fixing the time and place thereof. The requirement of

holding of any regular monthly meeting may be waived by the Board of Directors by resolution adopted at any special meeting held not more than thirty days prior to the date of such regular monthly meeting.

Section 2. Special Meetings. Special Meetings of the Board of Directors may be called by the chair of the Board or any three (3) directors. The person or persons authorized to call special meetings of the Board of Directors may fix the time and place (which shall be in the State of New Hampshire), for the holding of any special meeting of the Board of Directors called by them.

Section 3. Notice. Notice of the time, place and purpose of any special meeting of the Board of Directors shall be given at least five (5) days previous thereto, by written notice, delivered personally or mailed (including electronic mail), to each director at his/her last known address. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail so addressed, with postage thereon prepaid. If mailed electronically, such notice shall be deemed delivered when an electronic return receipt has been received. The attendance of a director at any meeting shall constitute a waiver of notice of such meeting, except in case a director shall attend a meeting for the express purpose of objecting to the transaction of any business because the meeting shall not have been lawfully called or convened.

Section 4. Quorum. A majority of the Board of Directors shall constitute a quorum for the transaction of business at any meeting of the Board of Directors, provided, that if less than a majority of the directors is present at said meeting, a majority of the directors present may adjourn the meeting from time to time without further notice.

Section 5. Manner of Acting. The act of the majority of the directors present at a meeting at which a quorum is present shall be the act of the Board of Directors, except as otherwise explicitly provided by law, the Certificate of Organization of the Cooperative, or this Code of Bylaws.

ARTICLE VI

Officers

Section 1. Positions. The board officers of the Cooperative shall be a chair of the board, vice-chair of the board, secretary, treasurer, and assistant treasurer. The offices of secretary and treasurer may be held by the same person. Other officers of the Cooperative may be appointed by the Board of Directors from time to time.

Section 2. Election and Term of Office. The board officers shall be elected, by ballot, annually by and from the Board of Directors at the first meeting of the Board of Directors held after each annual meeting of the members. If the election of officers shall not be held at such meeting, such election shall be held as soon thereafter as conveniently may be. Each officer shall hold office until the first meeting of the Board of Directors following the next succeeding annual meeting of the members or until his/her successor shall have been duly elected and shall have qualified, subject to the provisions of this Code of Bylaws with respect to the removal of officers.

Section 3. Removal. Any officer or agent elected or appointed by the Board of Directors may be removed by the Board of Directors whenever in its judgment the best interests of the Cooperative will be served thereby.

Section 4. Vacancies. Except as otherwise provided in this Code of Bylaws, a vacancy in any office may be filled by the Board of Directors for the unexpired portion of the term.

Section 5. Chair of the Board. The chair of the board:

(a) shall be the principal officer of the Cooperative and shall preside at all meetings of the members and of the Board of Directors;

(b) may sign, any deeds, mortgages, deeds of trust, notes, bonds, contracts or other instruments authorized by the Board of Directors to be executed, except in cases in which the signing and execution thereof shall be expressly delegated by the Board of Directors or this Code of Bylaws to some other officer or agent of the Cooperative, or shall be required by law to be otherwise signed or executed; and

(c) in general shall perform all duties incident to the office of chair of the board and such other duties as may be prescribed by the Board of Directors from time to time.

Section 6. Vice-Chair of the Board. In the absence of the chair of the board, or in the event of his/her inability or refusal to act, the vice-chair of the board shall perform the duties of the chair of the board, and when so acting, shall have the powers of and be subject to all the restrictions upon the chair of the board and shall perform such other duties as from time to time may be assigned to him/her by the Board of Directors.

Section 7. Secretary. The secretary shall be responsible for:

(a) acting as the clerk of the Cooperative;

(b) seeing that the meeting minutes of the members and the Board of Directors are kept;

(c) seeing that all notices are duly given in accordance with this Code of Bylaws or as required by law;

(d) being custodian of the corporate records and of the seal of the Cooperative and seeing that the seal of the Cooperative is affixed to all necessary documents, the execution of which on behalf of the Cooperative under its seal is duly authorized in accordance with the provisions of this Code of Bylaws;

(e) seeing that a register of the post office address of each member, which shall be furnished to the secretary by such member, is kept;

(f) having general charge of the records of the Cooperative in which memberships are recorded;

g) seeing that a complete copy of the Code of Bylaws of the Cooperative containing all amendments thereto is kept on file, which copy shall always be open to the inspection of any member, and at the expense of the Cooperative, seeing that a copy of the Code of Bylaws is provided to each new member; and

(h) performing all duties incident to the office of secretary, including those duties set forth in these bylaws, and such other duties as from time to time may be assigned to him/her by the Board of Directors.

Section 8. Treasurer. The treasurer shall be responsible for:

(a) having charge and custody of all funds and securities of the Cooperative;

(b) oversight of the Chief Financial Officer (CFO) or his/her designee, who shall provide receipts for moneys due and payable to the Cooperative from any source whatsoever, and depositing all such moneys in the name of the Cooperative in such bank or banks as shall be selected in accordance with the provisions of this Code of Bylaws; and

(c) in general performing all the duties incident to the office of treasurer, including those duties set forth in these bylaws, and such other duties as from time to time may be assigned to him/her by the Board of Directors.

Section 9. Assistant Treasurer. The assistant treasurer shall be responsible for:

(a) assisting the treasurer, as requested, in the performance of the treasurer's duties;

(b) in the absence of the treasurer, or in the event of the treasurer's inability or refusal to act, the assistant treasurer shall perform the duties of the treasurer, and when so acting, shall have the powers of and be subject to all the restrictions upon the treasurer; and

(c) perform such other duties as from time to time may be assigned to him/her by the Board of Directors.

Section 10. President/Chief Executive Officer (CEO). The Board of Directors may appoint a President/CEO who may be, but who shall not be required to be, a member of the Cooperative. The President/CEO shall perform such duties as the Board of Directors may from time to time require of him/her and shall have such authority as the Board of Directors may from time to time vest in him/her.

Section 11. Bonds of Officers. The Board of Directors shall require the treasurer or any other officer of the Cooperative charged with responsibility for the custody of any of its funds or property, to give bond in such sum and with such surety as the Board of Directors shall determine. The Board of Directors in its discretion may also require any other officer, agent or employee of the Cooperative to give bond in such amount and with such surety as it shall determine.

Section 12. Compensation. The Board of Directors shall set the compensation of the President/CEO. The powers, duties and compensation of all other employees of the Cooperative shall be fixed by the President/CEO.

Section 13. Reports. The officers of the Cooperative shall submit, at each annual meeting of the members, reports covering the business of the Cooperative for the previous fiscal year and showing the condition of the Cooperative at the close of such fiscal year.

ARTICLE VII

Contracts, Checks and Deposits

Section 1. Contracts. Except as otherwise provided in this Code of Bylaws, the Board of Directors may authorize any officer or officers, agent or agents, to enter into any contract or execute and deliver any instrument in the name and on behalf of the Cooperative, and such authority may be general or confined to specific instances.

Section 2. Checks, Drafts, etc. All checks, drafts or other orders for the payment of money, and all notes, bonds or other evidences of indebtedness issued in the name of the Cooperative shall be signed by such officer or officers, agent or agents, employee or employees of the Cooperative and in such manner as shall from time to time be determined by resolution of the Board of Directors.

Section 3. Deposits. All funds of the Cooperative shall be deposited from time to time to the credit of the Cooperative in such bank or banks as the Board of Directors may select.

ARTICLE VIII

Nonprofit Operation

Section 1. Interest or Dividends on Capital Prohibited. The Cooperative shall at all times be operated by the Board of Directors on a cooperative nonprofit basis for the mutual benefit of its members. No interest or dividends shall be paid or payable by the Cooperative on capital credit accounts.

Section 2. Patronage Capital in Connection with Furnishing Electric Service and Other Goods and Services. In the furnishing of electric service and other goods and services the Cooperative's operations shall be so conducted that all members and nonmembers alike, will through their patronage furnish capital for the Cooperative. In order to induce patronage and to assure that the Cooperative will operate on a nonprofit basis, the Cooperative is obligated to account on a patronage basis to all its members and nonmembers alike, for all amounts received and receivable from the furnishing of electric service and other goods and services in excess of operating costs and expenses properly chargeable against the furnishing of electric service and other goods and services. All such amounts in excess of operating costs and expenses at the moment of receipt by the Cooperative are received with the understanding that they are furnished by the members and nonmembers alike, as capital. The Cooperative is obligated to pay by credits to a capital account for each member all such amounts in excess of operating costs and expenses. The books and records of the Cooperative shall be set up and kept in such a manner that at the end of each fiscal year the amount of capital, if any, so furnished by each member is clearly reflected and credited in an appropriate record to the capital account of each member, and the Cooperative shall, within a reasonable time after the close of the fiscal year, notify each member of the amount of capital so credited to his/her account. All such amounts credited to the capital account of any person shall have the same status as though they had been paid to the member in cash in pursuance of a legal obligation to do so and the member had then furnished the Cooperative corresponding amounts for capital.

All other amounts received by the Cooperative from its operations in excess of costs and expenses shall, insofar as permitted by law, be (a) used to offset any losses incurred during the current or any prior fiscal year and (b) to the extent not needed for that purpose, allocated to its members on a patronage basis and any amount so allocated shall be included as part of the capital credited to the accounts of members, as herein provided.

The Cooperative shall account for, allocate and distribute capital credits consistent with the provisions of RSA 301-A:28 and RSA 301-A:28-a.

In the event of dissolution or liquidation of the Cooperative, after all outstanding indebtedness of the Cooperative shall have been paid, outstanding capital credits shall be retired without priority on a pro rata basis before any payments are made on account of property rights of members. If, at any time prior to

dissolution or liquidation, the board shall determine that the financial condition of the Cooperative will not be impaired thereby, the capital credited to members' accounts may be retired in full or in part in a manner determined by the Board of Directors to be in the best interest of the membership.

Capital credited to the account of each member shall be assignable only on the books of the Cooperative pursuant to written instruction from the assignor and only to successors in interest or successors in occupancy in all or part of such members' premises served by the Cooperative, unless the board, acting under policies of general application, shall determine otherwise.

Notwithstanding any other provision of these bylaws, the board at its discretion, shall have the power at any time upon the death of any member, if the legal representatives of his/her estate shall request in writing, that the capital credited to any such member be retired prior to the time such capital would otherwise be retired under the provisions of these bylaws, to retire capital credited to any such member immediately upon such terms and conditions as the board, acting under policies of general application, and the legal representatives of such members' estate shall agree upon; provided, however, that the financial condition of the Cooperative will not be impaired thereby.

Notwithstanding any other provision of these bylaws, the board at its discretion and acting under policies of general application, may at any time retire, on a discounted basis, capital credited to any member prior to the time such capital would otherwise be retired under the provisions of these bylaws, for the purpose of, and to the extent necessary to effectuate, the offsetting of any unpaid debts owed to the Cooperative by such member.

The members of the Cooperative, by dealing with the Cooperative, acknowledge that the terms and provisions of the Certificate of Organization and Bylaws shall constitute and be a contract between the Cooperative and each member, and both the Cooperative and the members are bound by such contract, as fully as though each member had individually signed a separate instrument containing such terms and provisions. The provisions of this article of bylaws shall be called to the attention of each member of the Cooperative by posting in a conspicuous place in the Cooperative's headquarters office and posted on the Cooperative's website.

ARTICLE IX

Waiver of Notice

Any member or director may waive, in writing, any notice of meetings required to be given by this Code of Bylaws. In case of a joint membership a waiver of notice signed by either joint member shall be deemed a waiver of notice of such meeting by both joint members.

ARTICLE X

Disposition and Acquisition of Property

Section 1. Ordinary Transactions. Affirmative vote of at least two-thirds (2/3) of the members voting by mail ballot is required for the Cooperative to acquire, sell, mortgage, lease or otherwise dispose of or encumber any of its property other than:

(a) disposition of property which in the judgment of the Board of Directors neither is, nor will be, necessary or useful in operating and maintaining the Cooperative's system and facilities; provided, however, that all sales of such property shall not, in any one (1) year exceed in value ten per centum (10%) of the value of the Cooperative's "Total Utility Plant" as stated in the most recent Annual Report of the Cooperative;

(b) disposition of property which is damaged, or in the judgment of the President/CEO is obsolete, provided that the President/CEO may dispose of or otherwise transfer any one item of such property valued (at depreciated book) at $25,000.00 or less;

(c) service of all kinds, including electric service;

(d) acquisition of generation, transmission and/or distribution facilities and/or other facilities, equipment or property necessary to provide other goods and services or for the orderly furtherance of the business and operation of the Cooperative, the purchase price of which does not exceed ten per centum (10 %) of the value of the Cooperative's "Total Utility Plant" as that value is stated in the most recent Annual Report of the Cooperative, after a specific vote of a majority of all the members of the Board of Directors of this Cooperative;

(e) acquisition of generation, transmission and/or distribution facilities and/or other facilities, equipment or property necessary to provide other goods and services or for the orderly furtherance of the business and operation of the Cooperative, the purchase price of which is greater than ten per centum (10%) but does not exceed twenty-five per centum (25%) of the value of the Cooperative's "Total Utility Plant" as that value is stated in the most recent Annual Report of the Cooperative, after a specific vote of at least two-thirds (2/3) of all members of the Board of Directors of this Cooperative; and

(f) mortgage, encumbrance of Cooperative property or other disposition as been approved, after specific vote of the Board of Directors who shall have the authority to enable the Cooperative to borrow money which, in the judgment of the directors, may be necessary to the orderly furtherance of the business and operation of the Cooperative. In connection with such borrowing, the Board of Directors shall have the authority to make and issue bonds, notes, security instruments or other evidences of indebtedness to secure the payment thereof and to authorize the execution and delivery of a mortgage or mortgages, or deed or deeds of trust, pledging or encumbrancing of any or all of the property, assets, rights, privileges, licenses, franchises and permits of the Cooperative whether acquired or to be acquired and wherever situated, all upon such terms and conditions as the Board of Directors shall determine.

Section 2. Transfer of Assets to Affiliate. The transfer of assets to and from a controlled affiliate may be made upon a vote of at least two-thirds (2/3) of all the members of the Board of Directors of this Cooperative.

Section 3. Sale of System. The sale of the Cooperative's entire system or the dissolution of the Cooperative shall require an affirmative vote of two- thirds (2/3) of all members of the Cooperative.

ARTICLE XI

Fiscal Year

The fiscal year of the Cooperative shall begin on the first day of January of each year and end on the thirty-first day of December of the same year.

ARTICLE XII

Membership in Other Organizations

The Cooperative may establish a controlled affiliate upon the affirmative vote of at least (2/3) of the Board of Directors. A "controlled affiliate" is any cooperative or other entity in which this Cooperative holds a sufficient voting interest to allow it to elect or appoint a majority of the directors of the affiliate.

The Cooperative shall not become a member of or purchase stock in any other organization without an affirmative vote of the members at a duly held meeting, the notice of which shall specify that action is to be taken upon such proposed membership or stock purchase; provided, however, that the Cooperative may upon the authorization of the board, purchase stock in or become a member of any corporation or organization organized for the purpose of engaging in or furthering the cause of rural electrification, or for promoting local community, civic or business development, or of any other corporation for the purpose of acquiring, constructing, leasing or operating electric or other facilities or equipment necessary to provide other goods and services or for the orderly furtherance of the business and operation of the Cooperative, or is otherwise incident to the operation of the Cooperative.

ARTICLE XIII

Seal

The corporate seal of the Cooperative shall be in the form of a circle and shall have inscribed thereon the name of the Cooperative and the words "Corporate Seal, New Hampshire".

ARTICLE XIV

Bylaws

Section 1. Computing Deadlines. The following rules apply in computing any time period or deadline specified in these bylaws. If the first day of any period would commence on a Saturday, Sunday or legal holiday, the period shall commence on the next previous day which is not a Saturday, Sunday or legal holiday. If the period would end or the deadline would fall on a Saturday, Sunday or legal holiday, the period shall end or the deadline shall fall on the next following day which is not a Saturday, Sunday or legal holiday.

Section 2. Amendments to Bylaws. Subject to the applicable provisions of law, this Code of Bylaws may be altered, amended or repealed by the affirmative vote of two-thirds (2/3) of the members of the Cooperative who cast mailed ballots thereon as prescribed in these bylaws, provided that the notice of the annual or special meeting to which the ballots are to be returned, contains a copy of the proposed alteration, amendment or repeal.

ATTACHMENT 3

Policy Number TB6-611-247636-082
Issued by The First Liberty Insurance Corp.

PARTICIPATING PROVISION

You may be eligible to participate in the distribution of surplus funds of the company through any dividends that may be declared for this policy. A declaration or payment of dividends is not guaranteed. The amount of any dividends that may be declared shall be to the extent, and upon the conditions fixed and determined by the Board of Directors and in compliance with any laws that apply.

In **witness whereof**, the company has caused this policy to be signed by its President and its Secretary.

SECRETARY

PRESIDENT

COMMERCIAL GENERAL LIABILITY DECLARATIONS
OCCURRENCE

Liberty Mutual. INSURANCE

Issued By The First Liberty Insurance Corp.

Policy Number	TB6-611-247636-082	Issuing Office	BOSTON, MA-157
Renewal Of	TB6-611-247636-081	Issue Date	2022-09-28
Account Number	1-247636	Sub Account	0001

Named Insured and Mailing Address
New Hampshire Electric Cooperative Inc
579 Tenney Mountain Highway
Plymouth NH 03264

Form of Business: Corporation

Policy Period: The policy period is from 09/01/2022 to 09/01/2023 12:01 A.M. standard time at the Insured's mailing address.

In return for the payment of the premium, and subject to all the terms of this policy, we agree with you to provide the insurance as stated in this policy.

LIMITS OF INSURANCE

Each Occurrence Limit	$	1,000,000	
Damage to Premises Rented to You Limit	$	500,000	Any one premises
Medical Expense Limit	$	5,000	Any one person
Personal & Advertising Injury Limit	$	1,000,000	
General Aggregate Limit	$	2,000,000	
Products-Completed Operations Aggregate Limit	$	2,000,000	

SCHEDULE

The declarations are completed on the accompanying "Declarations Extension Schedule(s)".

Commercial General Liability Coverage Part Premium	$	152,527
Endorsement Premium	$	2,639
Total Estimated Premium	$	155,166
Other Charge(s)	$	

Policywriting Minimum Premium $ 1,000

Forms Applicable: See Attached Inventory

USI INSU 0098005963
USI INSURANCE SERVICES LLC
75 JOHN ROBERTS RD

SOUTH PORTLAND ME 041066961

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

175 Berkeley Street Boston, MA 02116

INFORMATION PAGE

Issued by The First Liberty Insurance Corporation (a stock company) 27359

Policy Number	WC6-611-247636-062	Issuing Office	Lewiston, ME
Renewal Of	WC6-611-247636-061	Issue Date	10/10/2022
Account Number	1-247636	Sub Account	0001

1. Insured and Mailing Address
New Hampshire Electric Cooperative, Inc.
579 Tenney Mountain Highway
Plymouth NH 03264

FEIN 02-0172119

Risk ID 280110221

Franchise 4208

Status Corporation
Other workplaces not shown above: See Item 4. Premium - Extension of Information Page

2. Policy Period: The policy period is from 09/01/2022 to 09/01/2023 12:01 A.M. standard time at the Insured's mailing address.

3. Coverage
   A. Workers Compensation Insurance: Part One of the policy applies to the Workers Compensation Law of the states listed here: NH

   B. Employers Liability Insurance: Part Two of the policy applies to work in each state listed in Item 3.A. The limits of our liability under Part Two are:

Bodily Injury by Accident	$	1,000,000	each accident
Bodily Injury by Disease	$	1,000,000	policy limit
Bodily Injury by Disease	$	1,000,000	each employee

   C. Other States Insurance: Part Three of the policy applies to the states, if any, listed here:
   All States except those listed in Item 3.A and the States of:
   ND OH WA WY

   D. This policy includes these endorsements and schedules: See Item 3. Coverage D - Extension of Information Page

4. Premium: The premium for this policy will be determined by our Manuals of Rules, Classifications, Rates and Rating Plans. All information required below is subject to verification and change by audit.

Classifications	Code Number	Premium Basis Total Estimated Annual Remuneration	Rate per $100 of Remuneration	Estimated Annual Premium
See Extension of Information Page				

Minimum Premium	$701 (NH)	Total Estimated Annual Premium	$	313,022
Premium will be billed	Monthly	Deposit Premium	$	313,022

Producer 0098 005963
USI INSURANCE SERVICES LLC
75 JOHN ROBERTS RD
SOUTH PORTLAND ME 041066961