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Jared S. Chicoine

DEPUTY COMMISSIONER
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STATE OF NEW HAMPSHIRE

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

June 14, 2023

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

REQUESTED ACTION

Authorize the New Hampshire Department of Energy (Department) to award a grant to Newmarket Housing Authority (VC# 447944) in the amount of $370,188 to install and operate 22 separate rooftop solar arrays that will benefit low and moderate income (LMI) tenants of affordable housing units located in Newmarket Housing Authority in Newmarket, NH, effective upon Governor and Council approval through June 30, 2025. **100% Other (Renewable Energy Fund)**

Funding is available in account Renewable Energy Fund as follows:

	FY2023
02-52-52-520010-18900000-073-500579 – Grants Non-Federal	$370,188

EXPLANATION

Pursuant to RSA 362-F:10, the Department is charged with administering the Renewable Energy Fund (REF), the purpose of which is to support thermal and electrical renewable energy initiatives. On November 10, 2022, the Department issued a Request for Proposals (RFP) #2022-006 pursuant to RSA 362-F:10, X. That statute requires the Department to provide no less than 15 percent of the REF funds annually to benefit low-moderate income (LMI) residential customers through financing or leveraging of financing for, including but not limited to, the development of community solar projects in manufactured housing communities or in multi-family rental housing.

The Department received four proposals requesting a total of $1.06 million in funds in response to the RFP, one of which was incomplete and deemed ineligible. Newmarket Housing Authority and two other proposals have been selected to receive a total of $854,188 in this funding round. Additional information on the grant review and award process is provided along with a summary of all grant awards.

With these funds, Newmarket Housing Authority will work with a developer to install and operate solar photovoltaic (PV) systems interconnected to twenty-one affordable housing units in Newmarket. The PV systems will provide electricity to the tenants of the buildings. Attachment 1, Project and Program Overview, provides a description of the project and summarizes the direct net benefits provided to LMI residential customers.

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

Respectfully submitted,

Jared S. Chicoine
Commissioner

RFP 2022-006 – LOW-MODERATE INCOME COMMUNITY SOLAR COMPETITIVE GRANT REVIEW PROCESS AND SCORING TEAM

The Department of Energy (Department) issued a Request for Proposals (RFP) on November 10, 2022 for community solar photovoltaic (PV) projects providing direct benefits to low, moderate, or low and moderate-income (LMI) residential electric customers who reside within the same electric distribution utility service territory. Pursuant to RSA 362-F:10, X "no less than 15 percent of the funds shall annually benefit low-moderate income residential customers, including, but not limited to, the financing or leveraging of financing for low-moderate income community solar projects in manufactured housing communities or in multi-family rental housing." The RFP required that projects result in quantifiable direct benefits to a minimum of three LMI participants.

The RFP was circulated electronically to members of the Energy Efficiency and Sustainable Energy Board (EESE Board), regular attendees at EESE Board meetings, additional stakeholders known to have an interest in energy policy and programs. The RFP was posted on the Department website for the full submission period, and was advertised in the New Hampshire Union Leader on November 15, 16, and 17, 2022. All responses were due by January 23, 2023. The Department received four proposals requesting a total of $1.06 million in grant funds for projects with combined estimated total project costs of $1.23 million. One proposal was deemed ineligible and therefore was not scored.

The Department employed a three-tier grant review process to evaluate the proposals. The scoring team:

Department Low-Moderate Income Competitive Grant Program Scoring Team			
Initial Review Team			
Name	**Position**	**Agency**	**Experience**
Deandra Perruccio	Administrator IV	Department of Energy	REC management
Tanya Wayland	Analyst IV	Department of Energy	Renewable energy grant program management
Amanda Noonan	Administrator IV	Department of Energy	Electric assistance program
Brittany Mitchell	Weatherization Program Specialist	Department of Energy	Weatherization program
Griffin Roberge	State Energy Program Manager	Department of Energy	Federal Grants
Second Review Team			
Joshua Elliott	Director of Policy & Programs	Department of Energy	DOE leadership team
Christopher Ellms, Jr.	Deputy Commissioner	Department of Energy	DOE leadership team
Jared Chicoine	Commissioner	Department of Energy	DOE leadership team

The initial review team scored the three proposals using the scoring criteria set forth in the RFP and those requirements set forth in N.H. Code of Administrative Rules Puc 2508.02 (b) and (c), and developed a score for each proposal from 0-100 points, and assigned values for the factors outlined in the RFP which resulted in the final scores, ranks, and funding recommendations. Based on proposal scores and the program budget, the initial review team recommended funding the full requested amount of two applicants and a reduced amount for one applicant.

The Sustainable Energy staff submitted a funding recommendation memorandum and provided project scores, descriptions, and recommendations for funding, and the second review team had an opportunity to ask questions. The second review team reviewed the initial recommendation to endorse grant awards for the three highest scoring proposals. The second review team approved grant funding for three renewable energy projects in the total amount of $854,188.

SCORING CRITERIA, SCORES AND PROPOSED AWARDEES

Three proposals were reviewed. Scoring was completed by the Department of Energy staff evaluation team.

The three highest-scoring proposals were selected for grant awards. One proposal was deemed ineligible and therefore was not scored.

Scoring Criteria & Maximum Points	Plymouth Area Renewable Energy Initiative	Newmarket Housing Authority	The Regenerative Roots Association
Net Direct Benefits to LMI Participants (Max. 50)	39	45	44
Technical Project Specifications (Max. 20)	20	13	16
Project Feasibility and Readiness (Max. 15)	14	12	10
Project Administration and Management (Max. 15)	15	12	11
TOTAL SCORE	**88**	**82**	**81**

SCORING CRITERIA, SCORES AND PROPOSED AWARDEES

TABLE 2. PROPOSED GRANT AWARDEES							
Respondent	**Town/City**	**Total Project Costs**	**Proposed Grant Funding**	**Number of Households**	**Estimated Direct Annual Net Benefit per Household**	**Project Model**	**Contract End Date**
Plymouth Area Renewable Energy Initiative	Center Harbor	$171,605	$109,000	12	$376 - $418	Non-profit owned LMI participants receive on-bill credits on residential electric bills	6/30/2025
Newmarket Housing Authority	Newmarket	$375,661	$370,188	21	$916	Affordable housing residents receive on-bill credits on residential electric bills	6/30/2025
The Regenerative Roots Association	Weare	$480,094	$375,000	20	$1,388	Non-profit owned LMI participants receive on-bill credits on residential electric bills	6/30/2025
TOTAL		**$1,027,360**	**$854,188**	**53**			

Attachment 1
Newmarket Housing Authority
Project and Program Overview

The Newmarket Housing Authority (NHA) program model is structured to maximize direct benefits to low-moderate income (LMI) residents residing in affordable housing. The project is designed to install 22 roof-mounted solar photovoltaic (PV) systems behind the meters of 21 residential units as well as the NHA office. The Renewable Energy Fund (REF) grant award provides the financing necessary to enable the project to move forward and provides long term benefits to NHA residents.

The NHA project consists of multiple rooftop arrays across multiple buildings, which will result in 21 residential PV interconnections, as well as 1 PV interconnection at the office building. The energy generated from the PV on each building will power the unit that it is connected to.

Currently, the residents pay their own electrical costs: Under this program, the LMI residents will receive direct on-bill credits on their electric bills. This will provide the LMI residents with net positive monthly savings and will not impact their eligibility for other assistance programs.

Direct LMI Benefits:

Number of LMI Participants:	21 LMI Households
Annual Average Estimated Savings per LMI Participant:	$ 916
Total Projected Annual Savings:	$19,236

Project Technical Specifications:

Nameplate Rating: No smaller than 81 kW_{DC} (69 kW_{AC}) Roof-mounted PV Systems
Projected Energy Generation: 96,953 kilowatt hours per year

Funding Analysis:

Total Project Cost:	$ 375,661
REF Grant Amount:	$ 370,188
Cost per watt:	$ 4.64

Other Benefits:

- Warranty includes a 5-year labor warranty, as required by RFP 2022-006
- System life expectancy of 30+ years
- The system will generate 96 Class II renewable energy certificates (RECs) per year
- Supports fuel diversity & keeps energy dollars in state
- Reduces the amount of greenhouse gases, nitrogen oxides and particulate matter emissions; thereby improving air quality and public health

GRANT AGREEMENT

The State of New Hampshire and the Grantee hereby
Mutually agree as follows:
GENERAL PROVISIONS

1. Identification and Definitions.

1.1. State Agency Name **Department of Energy**		**1.2. State Agency Address** **21 S. Fruit St., Ste. 10, Concord, NH 03301**	
1.3. Grantee Name **Newmarket Housing Authority**		**1.4. Grantee Address** **34 Gordon Ave., Newmarket, NH 03857**	
1.5 Grantee Phone # **603-659-5444**	**1.6. Account Number** **02-52-52-520010-18900000-073-500579**	**1.7. Completion Date** **June 30, 2025**	**1.8. Grant Limitation** **$370,188**
1.9. Grant Officer for State Agency **Deandra Perruccio**		**1.10. State Agency Telephone Number** **603-271-6079**	
If Grantee is a municipality or village district: **"By signing this form we certify that we have complied with any public meeting requirement for acceptance of this grant, including if applicable RSA 31:95-b."**			
1.11. Grantee Signature 1		**1.12. Name & Title of Grantee Signor 1** **Dian Maruca, Executive Director**	
Grantee Signature 2		**Name & Title of Grantee Signor 2**	
Grantee Signature 3		**Name & Title of Grantee Signor 3**	
1.13 State Agency Signature(s)		**1.14. Name & Title of State Agency Signor(s)** **Jared S. Chicoine, Commissioner**	
1.15. Approval by Attorney General (Form, Substance and Execution) (if G & C approval required) **By:** **Assistant Attorney General, On:** 5 / 31 / 2023			
1.16. Approval by Governor and Council (if applicable) **By:** **On:** / /			

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

3. AREA COVERED. Except as otherwise specifically provided for herein, the Grantee shall perform the Project in, and with respect to, the State of New Hampshire.

4. EFFECTIVE DATE: COMPLETION OF PROJECT.

4.1. This Agreement, and all obligations of the parties hereunder, shall become effective on the date on the date of approval of this Agreement by the Governor and Council of the State of New Hampshire if required (block 1.16), or upon signature by the State Agency as shown in block 1.14 ("the Effective Date").

4.2. Except as otherwise specifically provided herein, the Project, including all reports required by this Agreement, shall be completed in ITS entirety prior to the date in block 1.7 (hereinafter referred to as "the Completion Date").

5. GRANT AMOUNT: LIMITATION ON AMOUNT: VOUCHERS: PAYMENT.

5.1. The Grant Amount is identified and more particularly described in EXHIBIT C, attached hereto.

5.2. The manner of, and schedule of payment shall be as set forth in EXHIBIT C.

5.3. In accordance with the provisions set forth in EXHIBIT C, and in consideration of the satisfactory performance of the Project, as determined by the State, and as limited by subparagraph 5.5 of these general provisions, the State shall pay the Grantee the Grant Amount. The State shall withhold from the amount otherwise payable to the Grantee under this subparagraph 5.3 those sums required, or permitted, to be withheld pursuant to N.H. RSA 80:7 through 7-c.

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

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

6. COMPLIANCE BY GRANTEE WITH LAWS AND REGULATIONS. In connection with the performance of the Project, the Grantee shall comply with all statutes, laws regulations, and orders of federal, state, county, or municipal authorities which shall impose any obligations or duty upon the Grantee, including the acquisition of any and all necessary permits and RSA 31:95-b.

7. RECORDS and ACCOUNTS.

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

7.2. Between the Effective Date and the date seven (7) years after the Completion Date, unless otherwise required by the grant terms or the Agency pursuant to subparagraph 7.1, at any time during the Grantee's normal business hours, and as often as the State shall demand, the Grantee shall make available to the State all records pertaining to matters covered by this Agreement. The Grantee shall permit the State to audit, examine, and reproduce such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, data (as that term is hereinafter defined), and other information relating to all matters covered by this Agreement. As used in this paragraph, "Grantee" includes all persons, natural or fictional, affiliated with, controlled by, or under common ownership with, the entity identified as the Grantee in block 1.3 of these provisions.

8. PERSONNEL.

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

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

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

9. DATA: RETENTION OF DATA: ACCESS.

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

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

9.3. No data shall be subject to copyright in the United States or any other country by anyone other than the State.

9.4. On and after the Effective Date 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, whichever shall first occur.

9.5. The State, and anyone it shall designate, shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, all data.

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

11. EVENT OF DEFAULT: REMEDIES.

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

11.1.1 Failure to perform the Project satisfactorily or on schedule, or

11.1.2 Failure to submit any report required hereunder; or

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

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

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

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

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

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

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

12. TERMINATION.

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

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

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

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

13. CONFLICT OF INTEREST. No officer, member of employee of the Grantee, and no representative, officer or employee of the State of New Hampshire or of the governing body of the locality or localities in which the Project is to be performed, who exercises any functions or responsibilities in the review or

approval of the undertaking or carrying out of such Project, shall participate in any decision relating to this Agreement which affects his or her personal interest or the interest of any corporation, partnership, or association in which he or she is directly or indirectly interested, nor shall he or she have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

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

15 ASSIGNMENT AND SUBCONTRACTS. The Grantee shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the State. None of the Project Work shall be subcontracted or subgranted by the Grantee other than as set forth in Exhibit B without the prior written consent of the State

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

17. INSURANCE.

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

17.1.1 Statutory workers' compensation and employees liability insurance for all employees engaged in the performance of the Project, and

17.1.2 General liability insurance against all claims of bodily injuries, death or property damage, in amounts not less than $1,000,000 per occurrence and $2,000,000 aggregate for bodily injury or death any one incident, and $500,000 for property damage in any one incident, and

17.2. The policies described in subparagraph 17.1 of this paragraph shall be the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State, and authorized to do business in the State of New Hampshire. Grantee shall furnish to the State, certificates 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.

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

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

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

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

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

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

24. SPECIAL PROVISIONS. The additional or modifying provisions set forth in Exhibit A hereto are incorporated as part of this agreement

EXHIBIT A

SPECIAL PROVISIONS

There are no revisions to the Standard Agreement Provisions.

EXHIBIT B

SCOPE OF WORK

In exchange for receiving grant funds in an amount not to exceed $370,188 from the New Hampshire Department of Energy (Department), Newmarket Housing Authority (Grantee) agrees to build and interconnect 21 separate roof-mounted solar photovoltaic (PV) arrays totaling no smaller than 81 kW (DC) /69 kW (AC) to 21 residential affordable housing units, plus the office, owned and operated by the Grantee located at 34 Gordon Avenue, in Newmarket, New Hampshire. Specifically, the Grantee agrees to:

1. Cause 22 roof-mounted solar PV systems to be installed and operated behind the meters of 21 residential units and one office owned by the Grantee at the 34 Gordon Avenue location in Newmarket, New Hampshire including, but not limited to, coordinating and overseeing the design, development, procurement, construction, installation, and interconnection of a no smaller than 81 kW (DC)/69 kW (AC) ground-mounted solar PV system (Project). The Project scope reimbursable with grant funds hereunder includes all materials and labor required to complete the Project, including that of outside contractors, subcontractors, consultants, engineers, and other members of the Project team, and a minimum of five years' labor warranty shall be applicable.
2. Maintain all components of the Project as recommended by its manufacturer and/or engineering specifications.
3. Uphold the commitment to reduce the electricity costs of 21 low and moderate income (LMI) residents of the Newmarket Housing Authority as well as the office, for 20 years or for the full useful life of the Project, with 92% of the net benefits allocated to low and moderate income (LMI) participating members.
4. Projects must adhere to the statutory requirements of RSA 362-F:2, X-a and provide direct benefits to LMI customers from the date of initial operation through the earlier to occur of (i) 20 years, or (ii) the end of the project's useful operational life.
5. Inform the Department promptly, in writing, if any net direct benefit(s) to participants will decrease by 10% or more from the estimated net benefit amount of $916 per resident.
6. Uphold the commitment to ensure that there will be no costs to the LMI participants and continue to ensure that receipt of on-bill credits does not impact LMI participants eligibility to benefit from other state financial assistance programs.
7. Manage the LMI community solar program as described in the "Deliverables" section below.
8. Provide the Department with reports and status updates as specified in the "Deliverables" section below.

9. Submit a complete New Hampshire Class II Renewable Energy Source Eligibility application to the Department for the certification of the output of the Project to produce New Hampshire Class II renewable energy certificates (RECs).

10. Market the Project RECs to electricity providers in New Hampshire for compliance with the state's renewable portfolio standard law, RSA 362-F, if and when the Grantee deems it economically advantageous to do so.

11. Acknowledge the Renewable Energy Fund as a source of funds used for the project in any literature, press release, or public discussion of the Project.

DELIVERABLES

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

Report Type	Reporting Period	Due Date	Scope of Report
Report #1	7/1/2023 – 9/30/2023	11/1/2023	Update on community solar program development and enrollment. Overview of Project progress (including, but not limited to, permits, participant recruitment, income verification, development and construction, significant accomplishments, delays, etc.)
Report #2	10/1/2023 - 12/31/2023	2/1/2024	Same as above.
Report #3	1/1/2024 – 3/31/2024	5/1/2024	Same as above.
Report #4	4/1/2024 – 6/30/2024	8/1/2024	Same as above.
Report #5	7/1/2024 – 9/30/2024	11/1/2024	Same as above.
Report #6	10/1/2024 – 12/31/2024	2/1/2025	Same as above.
Report #7	1/1/2025 – 3/31/2025	5/1/2025	Same as above.
Annual Report	Calendar Years 2024 - 2033	2/1 of the immediately following year	LMI Community Solar Program Annual Report (see below for details)

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

1. Identification of the Grantee, project name, RFP 2022-006, and updated contact information;

2. Electric energy produced by the Project (i.e., kilowatt-hours generated) during the preceding calendar year;

3. Total number of participants in the LMI Community Solar Program (Program) and breakdown of participants: low-income, moderate-income, other;

4. Number of LMI participating customers receiving direct benefits through the Program;

5. Description and quantification of direct benefits provided to LMI and non-LMI participants through the Program;

6. Quantification of the annual net direct benefits (in dollars) received by each LMI participant;

7. Explanation of any material variation between the direct benefits projected in the Grantee's proposal and the actual direct benefits provided to participating LMI customers through the Program;

8. Certification of annual income verification conducted for each LMI participating customer, and description of the income verification process;

9. Certification that the number of participating customers equaled or exceeded five, and that the majority of participating customers were certified and verified to be LMI;

10. Description of any change in ownership of the Project;

11. Description of any changes made to the overall Program model;

12. Description of any impacts to public benefits received by participating LMI customers, any tax implications, or any rental cost increases related to participation by LMI customers in the Program;

13. The number of RECs produced during the preceding calendar year; and

14. The number of RECs sold during the preceding calendar year.

EXHIBIT C

GRANT AMOUNT, TERMS AND METHODS OF PAYMENT

1. This grant agreement commences upon approval by Governor and Executive Council and concludes on June 30, 2025.

2. In consideration of the satisfactory performance of the obligations described in Exhibit B including the construction and installation of the Project and the agreement of Newmarket Housing Authority (Grantee) to perform certain obligations after June 30, 2025 (as detailed in Exhibit B), the State agrees to pay an amount not to exceed $370,188 to Grantee pursuant to the terms and conditions specified in this Exhibit C.

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

Provide documentation to the Department that a roof structural analysis has been completed	July 31, 2023
Confirmation of submission of interconnection application to interconnecting utility. Obtain system upgrade cost estimates from utility and report to the Department to ensure project can move forward within budget.	October 31, 2023
Confirm net direct benefits to LMI participants, and notify Department of any changes in projected net direct benefit amounts, prior to commencing construction.	October 31, 2023
Receipt of all federal, state, and local permits, licenses, consents, and approvals required for construction, installation, and operation of the project.	December 31, 2023

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

4. The Grantee's reimbursement requests shall cover only the costs of materials and equipment delivered to the project site and incorporated into or to be incorporated into the project and only labor costs directly related to the design, construction and installation of the project. The Grantee's reimbursement requests shall not include the costs of any deposits or prepayments for equipment or materials ordered or procured for the project unless and until such equipment and materials are delivered to the project site and incorporated into the project, or delivered to the project site for incorporation into the project, or used at the project site for the purpose(s) obtained. Costs incurred prior to final grant agreement approval by the Governor and Executive Council are not eligible for reimbursement.

5. The Grantee may submit reimbursement requests to the Department, with full supporting documentation, as obligations described in Exhibit B have been met and subject to the conditions stated in paragraphs 3 and 4 above, and further consistent with the grant agreement General Provisions. Reimbursement requests shall be submitted not more frequently than once

per month. The amount of $37,018 will be retained until the project is complete and shall be paid to Grantee only when each of the following has occurred:

(i) the project has been fully constructed and installed.
(ii) the project has commenced operation.
(iii) the Grantee has submitted an application, deemed complete by the Department, for certification of eligibility of the project to produce Class II renewable energy certificates (RECs).
(iv) a site visit has been conducted by a member of the Department staff, if the Department deems a site visit necessary.

The Grantee shall be responsible for any project expenses incurred that exceed the total grant amount or are not eligible for reimbursement under this Exhibit C.

6. Each reimbursement request shall provide a detailed listing of project expenses incurred with supporting documentation. The Grantee shall document all project expenditures for which reimbursement is requested with appropriate back-up documentation, including, but not limited to, receipts, invoices, bills, and other similar documents for all project vendors, contractors, and subcontractors. This includes expenses incurred by subcontractors employed on construction projects funded through the grant. At a minimum, receipts must be provided documenting labor cost, equipment cost, material cost, site work, engineering and permitting fees, and capital expenditures for all vendors, contractors and subcontractors.

7. Each reimbursement request shall also include an express affirmation by the Grantee that it and the Project remain in full compliance with all terms and conditions of the grant agreement, and either (i) an express affirmation that there have been no material changes in any rights, interests, direct benefits to LMI participants, permits, licenses, or approvals affecting the Project since the most recent status report submitted to the Department, or (ii) a description in reasonable detail of any such material changes in rights, interests, permits, licenses, or approvals affecting the Project since the most recent status report submitted to the Department.

8. Reimbursement requests shall be reviewed for compliance with the scope of work set forth in Exhibit B, and the reimbursement terms and conditions of this Exhibit C, and approved by the Director of the Sustainable Energy Division or her designee. Additional documentation may be requested as determined by the State.

9. The Grantee agrees to provide economic data, included but not limited to job creation data to the extent possible, for activity performed during construction and operation of the project and after completion of the project.

10. The State agrees to make payment to the Grantee within 30 days after the approval of reimbursement requests as described in paragraph 8 above and submitted in compliance with this Exhibit C and the grant agreement General Provisions.

11. All obligations of the State under the grant agreement, including the continuance of any payments, are contingent on the availability of funds derived from the Renewable Energy Fund established and existing pursuant to RSA 362-F:10.

34 Gordon Avenue—Great Hill Terrace—Newmarket, NH 03857
Office: 603-659-5444 Fax: 603-659-6501
www.newmarketha.org

I, Dominic Rovetto, hereby certify that I am the duly elected Chairperson of Newmarket Housing Authority.

I hereby certify the following is a true copy of a vote taken at a meeting of the Board of Commissioners, duly called, and held on April 21, 2023, at which a quorum of the Board of Commissioners was present and voting.

> **VOTED:** That Dian Maruca or Ernest A. Clark, II are duly authorized to enter into contracts or agreements on behalf of Newmarket Housing Authority with the State of New Hampshire and any of its agencies or departments and further is authorized to execute any documents which may in his/her judgment be desirable or necessary to affect the purpose of this vote.

I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of the date of the contract to which this certificate is attached. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person(s) listed above currently occupy the position(s) indicated and that they have full authority to bind the corporation. To the extent that there are any limits on the authority of any listed individual to bind the corporation in contracts with the State of New Hampshire, all such limitations are expressly stated herein.

DATED: April 21, 2023

ATTEST: _____ Chairperson
Name Dominic Rovetto Title

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 05/03/2023

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

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

PRODUCER
D.B. Warlick & Co.
P O Box 1260
69 Lafayette Rd.
North Hampton NH 03862

CONTACT NAME: Elizabeth Young
PHONE (A/C, No, Ext): (603) 964-6065 107 FAX (A/C, No): (603) 964-9029
E-MAIL ADDRESS: emyoung@dbwarlick.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Vermont Mutual Insurance Company	22292
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Town Of Newmarket Housing Authority
34 Gordon Avenue
Great Hill Terrace
Newmarket NH 03857

COVERAGES CERTIFICATE NUMBER: 2023-2024 Master REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:			BP17032002	03/01/2023	03/01/2024	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 50,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					[ ] PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

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

Housing Authority

CERTIFICATE HOLDER

New Hampshire Department of Energy
21 South Fruit Street, Ste. 10
Concod NH 03301

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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Primex³
NH Public Risk Management Exchange

CERTIFICATE OF COVERAGE

The New Hampshire Public Risk Management Exchange (Primex³) is organized under the New Hampshire Revised Statutes Annotated, Chapter 5-B, Pooled Risk Management Programs. In accordance with those statutes, its Trust Agreement and bylaws, Primex³ is authorized to provide pooled risk management programs established for the benefit of political subdivisions in the State of New Hampshire.

Each member of Primex³ is entitled to the categories of coverage set forth below. In addition, Primex³ may extend the same coverage to non-members. However, any coverage extended to a non-member is subject to all of the terms, conditions, exclusions, amendments, rules, policies and procedures that are applicable to the members of Primex³, including but not limited to the final and binding resolution of all claims and coverage disputes before the Primex³ Board of Trustees. The Additional Covered Party's per occurrence limit shall be deemed included in the Member's per occurrence limit, and therefore shall reduce the Member's limit of liability as set forth by the Coverage Documents and Declarations. The limit shown may have been reduced by claims paid on behalf of the member. General Liability coverage is limited to Coverage A (Personal Injury Liability) and Coverage B (Property Damage Liability) only, Coverage's C (Public Officials Errors and Omissions), D (Unfair Employment Practices), E (Employee Benefit Liability) and F (Educator's Legal Liability Claims-Made Coverage) are excluded from this provision of coverage.

The below named entity is a member in good standing of the New Hampshire Public Risk Management Exchange. The coverage provided may, however, be revised at any time by the actions of Primex³. As of the date this certificate is issued, the information set out below accurately reflects the categories of coverage established for the current coverage year.

This Certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend, or alter the coverage afforded by the coverage categories listed below.

Participating Member:	*Member Number:*	*Company Affording Coverage:*
Newmarket Housing Authority 34 Gordon Avenue Newmarket, NH 03857	403	NH Public Risk Management Exchange - Primex³ Bow Brook Place 46 Donovan Street Concord, NH 03301-2624

Type of Coverage	*Effective Date (mm/dd/yyyy)*	*Expiration Date (mm/dd/yyyy)*	*Limits* - **NH Statutory Limits May Apply, If Not**	
☐ **General Liability (Occurrence Form)** ☐ **Professional Liability (describe)** ☐ Claims Made ☐ Occurrence			Each Occurrence	
			General Aggregate	
			Fire Damage (Any one fire)	
			Med Exp (Any one person)	
☐ **Automobile Liability** Deductible Comp and Coll: ☐ Any auto			Combined Single Limit (Each Accident)	
			Aggregate	
X **Workers' Compensation & Employers' Liability**	7/1/2022	7/1/2023	X Statutory	
	7/1/2023	7/1/2024	Each Accident	$2,000,000
			Disease – Each Employee	$2,000,000
			Disease – Policy Limit	
☐ **Property (Special Risk includes Fire and Theft)**			Blanket Limit, Replacement Cost (unless otherwise stated)	

Description: Proof of Primex Member coverage only.

CERTIFICATE HOLDER: ☐ **Additional Covered Party** ☐ **Loss Payee**	**Primex³ – NH Public Risk Management Exchange**
	By: *Mary Beth Purcell*
NH Dept of Education Bureau of Adult Education 101 Pleasant St Concord, NH 03301	Date: 5/3/2023 mpurcell@nhprimex.org Please direct inquires to: **Primex³ Claims/Coverage Services** **603-225-2841 phone** **603-228-3833 fax**