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COMMISSIONER  
Jared S. ChicoineDEPUTY COMMISSIONER  
Christopher J. Ellms, Jr.DEPARTMENT OF ENERGY  
21 S. Fruit St., Suite 10  
Concord, N.H. 03301-2429TDD Access: Relay NH  
1-800-735-2964

Tel. (603) 271-3670

FAX No. 271-1526

Website:  
[www.energy.nh.gov](http://www.energy.nh.gov)

November 8, 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 amend a grant to DCI, Inc. (Vendor # 155385), by extending the completion date from December 31, 2023, to June 30, 2024, effective upon Governor and Executive Council approval. The original grant was approved by the Governor and Executive Council on June 16, 2021, Item #84 and amended on September 21, 2022, Item #5C. Under the grant, funds are being provided to install a new wood residue-fueled steam boiler plant which will provide 100% of DCI's thermal energy needs in the form of process heat to kilns for drying lumber and firewood, and space heating to its plant located in Lisbon, New Hampshire. No additional funding is involved in this time extension. **100% Other Funds (Renewable Energy Fund)**

**EXPLANATION**

With the grant funds, DCI, Inc. will work with biomass energy system engineers, Wilson Engineering Services, in the design of the wood residue-fueled steam boiler plant that will provide 100% of DCI's thermal energy needs. DCI is a furniture manufacturer in Lisbon NH. Supply chain issues forced DCI, Inc. to change their boiler supplier, which resulted in movement to an alternate location on-site and requiring additional site preparation. Delivery of the new boiler is expected in November, followed shortly by installation and a 90-day commissioning period.

The Department therefore is requesting a six-month, no-cost extension for DCI, Inc. All other provisions of the grant remain in effect pursuant to the approved contract.

Your consideration of this request is appreciated.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Jared S. Chicoine".  
Jared S. Chicoine  
Commissioner

**AGREEMENT FOR GRANT FUNDS  
STATE OF NEW HAMPSHIRE  
and  
DCI, Inc.**

**Amendment No. 2**

This Amendment (hereinafter called the "Amendment") by and between the State of New Hampshire, acting by and through its Department of Energy, as successor for that purpose to the Public Utilities Commission (hereinafter referred to as the "State"), and DCI, Inc. (hereinafter referred to as the "Grantee"), collectively referred to herein as the "Parties."

WHEREAS, pursuant to an Agreement (hereinafter referred to as the "Agreement") approved by the Governor and Executive Council as Item #84 on June 16, 2021, and as amended by Item #5C on September 21, 2022, the Grantee agreed to install a new wood residue-fueled steam boiler plant to provide 100% of the thermal energy needs at its facility located in Lisbon, New Hampshire, based upon the terms and conditions specified in the Agreement and in consideration of payment by the State of certain sums as specified therein; and

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

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

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

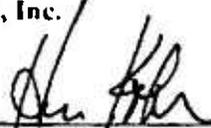
1. Section 1.6, Completion Date, of the General Provisions of the existing Agreement is hereby deleted in its entirety and replaced with the following: June 30, 2024.
2. Exhibit A, Table of Deliverables, is amended to add two additional progress reports which will be:
  - a. Report #11 covering the period 1/1/2024 – 3/31/2024, with report due on 5/1/2024;
  - b. Report #12 covering the period 4/1/2024 – 6/30/2024, with report due on 8/1/2024.
3. Amendment and Modification of Exhibit B of the Agreement: Exhibit B is hereby amended to change the completion date from December 31, 2023, to June 30, 2024.
4. Effective Date of Amendment: This Amendment shall take effect upon approval by the Governor and Executive Council.

Grantee Initials JK  
Date 9/13/23  
Page 1 of 2

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

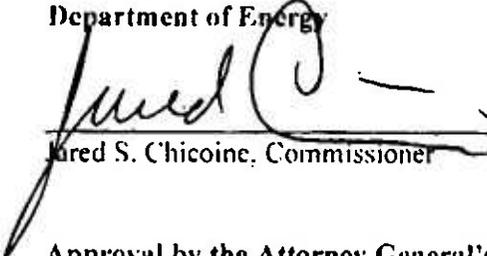
IN WITNESS WHEREOF, the Parties have set their hands hereto as of the date first-written above.

DCI, Inc.

By:   
Henry Kober, President

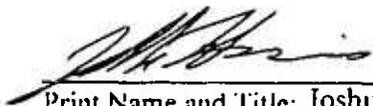
Date: 9/15/23

STATE OF NEW HAMPSHIRE  
Department of Energy

  
Jared S. Chicoine, Commissioner

Date: 10/7/2023

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

  
Print Name and Title: Joshua Harrison, Asst. Attorney General

Date: 10/23/2023

Approval by the Governor and Executive Council

G&C Item number: \_\_\_\_\_

G&C Meeting Date: \_\_\_\_\_

Grantee Initials HK  
Date 9/15/23  
Page 2 of 2

# 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 DCI, INC. is a New Hampshire Profit Corporation registered to transact business in New Hampshire on September 29, 1980. 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: 8043

Certificate Number: 0006322406

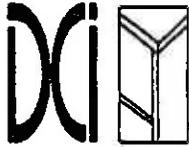


IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 18th day of September A.D. 2023.

A handwritten signature in black ink, appearing to read "David M. Scanlan".

David M. Scanlan  
Secretary of State



Makers of Fine Furniture

265 South Main Street – Lisbon, NH 03585 Phone: (603) 838-6544 Fax: (603) 838-6826

### CORPORATE RESOLUTION CERTIFICATE

I, Chandelle Whitney, hereby certify that I am duly elected Secretary of DCI, Inc., a New Hampshire corporation formerly known as Design Contempo, Inc.

I hereby certify the following is a true copy of a vote of the shareholders of DCI, Inc., taken pursuant to RSA 293-A:7.04, and Article II, Section 11 of the By Laws, which permit action to be taken without a shareholder meeting where all shareholders entitled to vote consent to such action in writing. The action by the shareholders was taken on May 7, 2021.

Further, a vote of the Board of Directors was taken on May 7, 2021 pursuant to RSA 293-A:8.21 and Article III, Section 10 of the By Laws, which permit action by the Board of Directors without a meeting with unanimous written consent.

The action by the shareholders and the Board of Directors is as follows:

VOTED: That Henry Kober, President of DCI, Inc., and, pursuant to Article VI, Section 1 of the By Laws, Christopher Thompson, Plant Manager, is and each are individually, duly authorized to enter into contracts or agreements for grant funding on behalf of DCI, Inc., with the State of New Hampshire, including the State of New Hampshire Department of Energy and any other agencies or departments of same, and further each is authorized to execute any documents which may in his judgment be desirable or necessary to effect the purpose of this vote.

I hereby certify that the By-Laws are in full force and effect and have not been amended, modified, repealed, revoked, or rescinded.

I hereby further certify that said votes have not been amended or repealed and remain in full force and effect as of this date and as of the date on which the contract to which this certificate is attached. This authority remains valid for thirty (30) days from the date of this Corporate Resolution Certificate. 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 the corporation.

DATED: September 18, 2023

ATTEST: Chandelle Whitney  
Chandelle Whitney, Secretary duly authorized  
of DCI, Inc.



## Additional Named Insureds

### Other Named Insureds

Design Contempo, Inc	Corporation, Additional Named Insured
Mission Logistics, LLC	Limited Liability Company, Additional Named Insured
South Roberts Avenue Holdings, LLC	Limited Liability Company, Additional Named Insured

STATE OF NEW HAMPSHIRE

COMMISSIONER  
Jared S. Chicoine

DEPUTY COMMISSIONER  
Christopher J. Elms, Jr.



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

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

Tel. (603) 271-3670

FAX No. 271-1526

Website:  
[www.energy.nh.gov](http://www.energy.nh.gov)

September 7, 2022

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

His Excellency and Honorable Councilors:

**REQUESTED ACTION**

Authorize the New Hampshire Department of Energy (Department) to amend a grant to DCI, Inc. (Vendor # 155385), by extending the completion date from December 31, 2022, to December 31, 2023, effective upon Governor and Executive Council approval. The original grant was approved by the Governor and Executive Council on June 16, 2021, Item #84. Under the grant, funds are being provided to install a new wood residue-fueled steam boiler plant which will provide 100% of DCI's thermal energy needs in the form of process heat to kilns for drying lumber and firewood, and space heating to its plant located in Lisbon, New Hampshire. No additional funding is involved in this time extension. **100% Other Funds (Renewable Energy Fund)**

**EXPLANATION**

With the grant funds, DCI, Inc. will work with biomass energy system engineers, Wilson Engineering Services, in the design of the wood residue-fueled steam boiler plant that will provide 100% of DCI's thermal energy needs. DCI is a furniture manufacturer in Lisbon NH. The Covid-19 pandemic had a significant impact on DCI's workforce and sales, requiring a curtailment of operations and preventing the company from being able to focus on this major renovation of their thermal system. They are now prepared to move forward with the planned system and have hired an experienced engineering firm to oversee the project.

The Department therefore is requesting a twelve-month, no-cost extension for DCI, Inc. All other provisions of the grant remain in effect pursuant to the approved contract.

Your consideration of this request is appreciated.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Jared S. Chicoine".

Jared S. Chicoine  
Commissioner

Attachments: Amendment and copy of original grant

6/22

5C

**AGREEMENT FOR GRANT FUNDS  
STATE OF NEW HAMPSHIRE**

and  
**DCI, Inc.**

**Amendment No. 1**

This Amendment (hereinafter called the "Amendment") dated this 2nd day of August 2022 is by and between the State of New Hampshire, acting by and through its Department of Energy, as successor for that purpose to the Public Utilities Commission (hereinafter referred to as the "State"), and DCI, Inc. (hereinafter referred to as the "Grantee"), collectively referred to herein as the "Parties."

WHEREAS, pursuant to an Agreement (hereinafter referred to as the "Agreement") approved by the Governor and Executive Council as Item #84 on June 16, 2021, the Grantee agreed to install a new wood residue-fueled steam boiler plant to provide 100% of the thermal energy needs at its facility located in Lisbon, New Hampshire, based upon the terms and conditions specified in the Agreement and in consideration of payment by the State of certain sums as specified therein; and

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

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

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

1. Section 1.6, Completion Date, of the General Provisions of the existing Agreement is hereby deleted in its entirety and replaced with the following: December 31, 2023.
2. Exhibit A, Table of Deliverables, is amended to add four (4) additional progress reports which will be:
  - a. Report #6 covering the period 10/1/2022 - 12/31/2022 with report due on 2/1/2023;
  - b. Report #7 covering the period 1/1/2023 - 3/31/2023 with report due on 5/1/2023;
  - c. Report #8 covering the period 4/1/2023 - 6/30/2023 with report due on 8/1/2023;
  - d. Report #9 covering the period 7/1/2023 - 9/30/2023 with report due on 11/1/2023;
  - e. Report #10 covering the period 10/1/2023 - 12/31/2023 with report due on 2/1/2024.

Grantee Initials *NK*

Date 8/1/22

Page 1 of 2

3. Amendment and Modification of Exhibit B of the Agreement: Exhibit B is hereby amended to change the completion date from December 31, 2022 to December 31, 2023.
4. Effective Date of Amendment: This Amendment shall take effect upon approval by the Governor and Executive Council.
5. Continuance of Agreement: Except as specifically amended and modified by the terms and conditions of this Amendment, the Agreement, and the obligations of the Parties thereunder, shall remain in full force and effect in accordance with the terms and conditions set forth therein.

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

DCI, Inc.

By: [Signature]  
Henry Kuber, President

Date: 6/12/22

STATE OF NEW HAMPSHIRE  
Department of Energy

[Signature]  
Fred S. Chicoine, Commissioner

Date: 8/12/22

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

[Signature]

Date: 8.29.2022

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

Approval by the Governor and Executive Council

G&C Item number: \_\_\_\_\_

G&C Meeting Date: SEP 21 2022

[Signature]  
Secretary of State

Committee Initials [Signature]  
Date 8/12/22  
Page 2 of 2

# State of New Hampshire

## Department of State

### CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that DCI, INC. is a New Hampshire Profit Corporation registered to transact business in New Hampshire on September 29, 1980. 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: 8043

Certificate Number: 0005657024



IN TESTIMONY WHEREOF,  
I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 2nd day of February A.D. 2022.

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

William M. Gardner  
Secretary of State



**State of New Hampshire  
Department of State  
2022 ANNUAL REPORT**

Filed
Date Filed: 2/2/2022
Effective Date: 2/2/2022
Business ID: 8043
William M. Gardner Secretary of State

BUSINESS NAME: DCI, INC.		
BUSINESS TYPE: Domestic Profit Corporation		
BUSINESS ID: 8043		
STATE OF INCORPORATION: New Hampshire		
CURRENT PRINCIPAL OFFICE ADDRESS		CURRENT MAILING ADDRESS
265 S Main Street Lisbon, NH, 03585, USA		265 S Main Street Lisbon, NH, 03585, USA
REGISTERED AGENT AND OFFICE		
REGISTERED AGENT: Schuster, Barry C, Esq		
REGISTERED AGENT OFFICE ADDRESS: 79 Hanover Street Lebanon, NH, 03766, USA		
PRINCIPAL PURPOSE(S)		
NAICS CODE	NAICS SUB CODE	
OTHER / MANUFACTURING WOOD PRODUCTS.		
OFFICER / DIRECTOR INFORMATION		
NAME	BUSINESS ADDRESS	TITLE
Henry A. Kober	265 S Main St, Lisbon, NH, 03585, USA	President
C. Amos Kober	265 So. Main Street, Lisbon, NH, 03585, USA	Vice President
J. David Kober	265 So. Main Street, Lisbon, NH, 03585, USA	Vice President
Chandelle L Whitney	265 South Main Street, Lisbon, NH, 03585, USA	Secretary
J. David Kober	265 So. Main Street, Lisbon, NH, 03585, USA	Director
I, the undersigned, do hereby certify that the statements on this report are true to the best of my information, knowledge and belief.		
Title: Secretary		
Signature: Chandelle L Whitney		
Name of Signer: Chandelle L Whitney		

## Business Information

### Business Details

---

Business Name: DCI, INC.

Business ID: 8043

Business Type: Domestic Profit Corporation

Business Status: Good Standing

Business Creation Date: 09/29/1980

Name in State of  
Incorporation: Not Available

Date of Formation in Jurisdiction: 09/29/1980

Principal Office Address: 265 S Main Street, Lisbon, NH, 03585, USA

Mailing Address: 265 S Main Street, Lisbon, NH, 03585, USA

Citizenship / State of  
Incorporation: Domestic/New Hampshire

Last Annual Report Year: 2022

Next Report Year: 2023

Duration: Perpetual

Business Email: hr@dcifurn.com

Phone #: NONE

Notification Email: hr@dcifurn.com

Fiscal Year End Date: NONE

---

### Principal Purpose

---

S.No	NAICS Code	NAICS Subcode
1	OTHER / MANUFACTURING WOOD PRODUCTS.	

---

## Principals Information

Name/Title	Business Address
Henry A. Kober / President	265 S Main St, Lisbon, NH, 03585, USA
C. Amos Kober / Vice President	265 So. Main Street, Lisbon, NH, 03585, USA
J. David Kober / Vice President	265 So. Main Street, Lisbon, NH, 03585, USA
J. David Kober / Director	265 So. Main Street, Lisbon, NH, 03585, USA
Chandelle L Whitney / Secretary	265 South Main Street, Lisbon, NH, 03585, USA

Page 1 of 1, records 1 to 5 of 5

## Registered Agent Information

Name: Schuster, Barry C, Esq

Registered Office Address: 79 Hanover Street, Lebanon, NH, 03766, USA

Registered Mailing Address: 79 Hanover Street, Lebanon, NH, 03766, USA

## Trade Name Information

Business Name	Business ID	Business Status
D C I (/online/BusinessInquire/TradeNameInformation?businessID=52432)	110380	Expired

## Trade Name Owned By

Name	Title	Address
------	-------	---------

## Trademark Information

---

Trademark Number	Trademark Name	Business Address	Mailing Address
No records to view.			

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[Filing History](#)   [Address History](#)   [View All Other Addresses](#)   [Name History](#)   [Shares](#)   [Businesses Linked to Registered Agent](#)  
[Return to Search](#)   [Back](#)

NH Department of State, 107 North Main St. Room 204, Concord, NH 03301 -- [Contact Us \(/online/Home/ContactUS\)](#)

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Makers of Fine Furniture

265 South Main Street - Lisbon, NH 03585 - Phone: (603) 838-6544 Fax: (603) 838-6826

### CORPORATE RESOLUTION CERTIFICATE

I, Chandelle Whitney, hereby certify that I am duly elected Secretary of DCI, Inc., a New Hampshire corporation formerly known as Design Contempo, Inc.

I hereby certify the following is a true copy of a vote of the shareholders of DCI, Inc., taken pursuant to RSA 293-A:7.04, and Article II, Section 11 of the By Laws, which permit action to be taken without a shareholder meeting where all shareholders entitled to vote consent to such action in writing. The action by the shareholders was taken on May 7, 2021.

Further, a vote of the Board of Directors was taken on May 7, 2021 pursuant to RSA 293-A:8.21 and Article III, Section 10 of the By Laws, which permit action by the Board of Directors without a meeting with unanimous written consent.

The action by the shareholders and the Board of Directors is as follows:

VOTED: That Henry Kober, President of DCI, Inc., and, pursuant to Article VI, Section 1 of the By Laws, Christopher Thompson, Plant Manager, is and each are individually, duly authorized to enter into contracts or agreements for grant funding on behalf of DCI, Inc., with the State of New Hampshire, including the State of New Hampshire Department of Energy and any other agencies or departments of same, and further each is authorized to execute any documents which may in his judgment be desirable or necessary to effect the purpose of this vote.

I hereby certify that the By-Laws are in full force and effect and have not been amended, modified, repealed, revoked, or rescinded.

I hereby further certify that said votes have not been amended or repealed and remain in full force and effect as of this date and as of the date on which the contract to which this certificate is attached. This authority remains valid for thirty (30) days from the date of this Corporate Resolution Certificate. 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 the corporation.

DATED: August 10, 2022

ATTEST: Chandelle Whitney  
Chandelle Whitney, Secretary duly authorized  
of DCI, Inc.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
08/11/2022

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

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

PRODUCER FIAI/Cross Insurance 1100 Elm Street Manchester NH 03101	CONTACT NAME: Lynn Blanchard, CIC,CISR	PHONE (AG, No, Ext): (803) 669-3218	FAX (AG, No): (803) 645-4331
	E-MAIL ADDRESS: manch.certs@crossagency.com		
INSURED DCI, Inc. 265 South Main Street Lisbon NH 03585	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: United States Fire Insurance Co		21113
	INSURER B: The North River Insurance Company		21105
	INSURER C: Granite State WC Manufacturer's Trust		
	INSURER D: West American Ins Co		44393
	INSURER E:		
INSURER F:			

COVERAGES CERTIFICATE NUMBER: 21-22 All 22-23 NH WC 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 SUBR INSD WYD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:		5038727607	10/01/2021	10/01/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY		1337508999	10/01/2021	10/01/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Medical payments \$ 5,000
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$		5821178132	10/01/2021	10/01/2022	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	WCO120211003178 (3a.) NH	01/01/2022	01/01/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER Henry Kober exclud E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Motor Truck Cargo		BMW58924278	10/06/2021	10/06/2022	Per Conveyance \$100,000 Deductible \$1,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Covering work performed by the Named Insured during the policy period. Refer to policy for exclusionary endorsements and special provisions.

<b>CERTIFICATE HOLDER</b>  New Hampshire Department of Energy Sustainable Energy 21 South Fruit Street, Ste 10 Concord NH 0301	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE  



# Sigma-One

A Workers' Compensation Trust

The Granite State Workers' Compensation Manufacturers Trust  
PO Box 1387  
Concord, NH 03301-1387

Issue Date: 08/10/2022

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 policies below.

## Certificate Holder

Doug Keslin  
DCI Inc.  
265 South Main Street  
Lisbon NH, 03585

## Certificate of Insurance

### Companies Affording Coverage

Company Letter A Granite State Workers' Comp Mfr. Trust  
Company Letter B Safety National

This policy is effective at 12:00am on 01/01/2022, and will expire at 12:01 am on 01/01/2023.  
This policy will automatically be renewed unless notified by either party by October 1st of any fund year.

### Coverages

This is to certify that the Workers' Compensation and Employer's Liability Insurance has 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.

Type of Insurance/Carrier	Policy Number	Effective Date	Expiration Date	LIMITS
<b>A: Workers' Compensation &amp; Employer's Liability</b>				
Granite State Workers' Comp Mfr. Trust	WC0120221003178	01/01/2022	01/01/2023	E.L. Each Accident \$1,000,000 E.L. Disease-Pol Limit \$1,000,000 E.L. Disease-Each Emp \$1,000,000
<b>B: Excess Insurance</b>				
Safety National	SP4066128	01/01/2022	01/01/2023	Workers' Compensation Statutory Employer's Liability \$1,000,000

### Description of Operations

Officers Excluded  
Kober, Henry

### Member

Doug Keslin  
DCI Inc.  
265 South Main Street  
Lisbon NH, 03585

### Cancellation

Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will endeavor to mail 30 days written notice to the certificate holder named to the left, but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives.



Administered by:  
**Comp-SIGMA Ltd.**  
Workers' Compensation Alternatives

Authorized Representative

08/10/2022

Date

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STATE OF NEW HAMPSHIRE

CHAIRWOMAN  
Dianne Martin

COMMISSIONERS  
Kathryn M. Bailey  
Daniel C. Goldner

EXECUTIVE DIRECTOR  
Debra A. Howland



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

Tel. (603) 271-2431

Website:  
www.puc.nh.gov

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

May 27, 2021

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

His Excellency and Honorable Councilors:

**REQUESTED ACTION**

Authorize the New Hampshire Public Utilities Commission (Commission) to award grant funds in the amount of \$500,000 to DCI, Inc., vendor number 155385, to install a new wood residue-fueled steam boiler plant which will provide 100% of DCI's thermal energy needs in the form of process heat to kilns for drying lumber and firewood, and space heating to its plant, from Governor and Council approval through December 31, 2022. Funding is 100% Renewable Energy Fund (REF), a non-lapsing special fund established pursuant to RSA 362-F:10.

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

	FY2021	Total
010-081-54540000-073-500579 Grants Non Federal	\$500,000	\$500,000

**EXPLANATION**

Pursuant to RSA 362-F:10, the Commission is charged with administering the Renewable Energy Fund (REF), the purpose of which is to support thermal and electrical renewable energy initiatives. On January 8, 2021, the Commission issued a Request for Proposals (RFP) #2021-001 pursuant to RSA 362-F:10, X. That statute requires the Commission to issue, on an annual basis, an RFP for renewable energy projects in the nonresidential sector funded by grants from the REF.

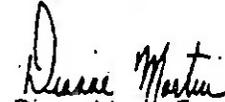
The Commission received six (6) proposals requesting a total of \$2.053 million in funds in response to the RFP. The DCI, Inc. project and three (3) other proposals have been selected to receive a total of \$1,163,000 in this funding round. Attachment 1 provides additional information on the grant review and award process, and Attachment 2 provides a summary of all grant awards.

With these funds, DCI, Inc. will install a new wood residue-fueled steam boiler plant which will provide 100% of DCI's thermal energy needs in the form of process heat to kilns for drying lumber and firewood, and space heating to its plant. The steam boiler plant is expected to yield approximately 8,580 New Hampshire Class I Thermal RECs annually. The project's technical specifications are described in Attachment 3.

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

I am available to answer any questions you may have. Thank you very much for your consideration.

Respectfully submitted,

  
Diann Martin, Esq.  
Chairwoman  
(603)931-2389

**Attachments:**

**Agreement with Exhibits**

**Attachment 1 - Nonresidential Competitive Grant Review Process**

**Attachment 2 - Table of Proposed Renewable Energy Fund Nonresidential Competitive Grant Awards**

**Attachment 3- Project Facts and Figures Overview**

## **ATTACHMENT 1 – NONRESIDENTIAL COMPETITIVE GRANT REVIEW PROCESS**

The Public Utilities Commission (PUC) issued a Request for Proposals (RFP) on January 8, 2021 for renewable energy projects in the nonresidential sector which would be eligible to generate Class I, Class I Thermal, or Class IV renewable energy certificates (RECs). The RFP was generally similar to that issued in the prior year. The RFP required that the project create certain classes of RECs, which would be available for use by electricity providers for compliance with the renewable portfolio standard requirements in New Hampshire. Pursuant to RSA 362-F:10, the RFP is funded with monies from the Renewable Energy Fund and issued on an annual basis.

The RFP was widely circulated electronically to members of the Energy Efficiency and Sustainable Energy Board (ESEE Board), regular attendees at ESEE Board meetings, additional stakeholders known to have an interest in energy policy and programs, and Clean Energy NH. The RFP was posted on the PUC website for the full submission period, and was advertised in the New Hampshire Union Leader on January 11 – 13, 2021. All responses were due by February 12, 2021. The Commission received six (6) proposals requesting a total of \$2.053 million in grant funds for projects with combined estimated total project costs of \$20.858 million.

The PUC employed a two-tier grant review process to evaluate the proposals. The initial review team consisted of members of the PUC, the Department of Environmental Services, and the Office of Strategic Initiatives. The second review team consisted of the PUC Commissioners.

The initial review team scored the six (6) 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). Based on proposal scores and the program budget, the initial review team provided a recommendation to the Commission.

The Commissioners were provided with project scores, project descriptions, and recommendations for funding. The Commissioners approved grant funding for four (4) renewable energy projects in the total amount of \$1,163,000.

<b>Attachment 2</b>							
<b>Proposed Renewable Energy Fund Nonresidential Competitive Grant Awards</b>							
	<b>Town/City</b>	<b>Technology (Capacity)</b>	<b>Total Project Costs</b>	<b>Proposed Grant Funding</b>	<b>Annual Renewable Energy Certificates &amp; Class</b>	<b>Cost Effectiveness (Grant \$ / 10yrs-REC)</b>	<b>Contract End Date</b>
Great River Hydro, LLC	Littleton	Hydroelectric (4,600 kW)	\$12,316,000	\$160,000	40,366 Class I	\$1.38	12/31/2022
DCI, Inc.	Lisbon	Biomass Thermal Heating (2,930 kW)	\$2,863,000	\$500,000	8,580 Class I Thermal	\$5.83	12/31/2022
Sunapee School District  (Sunapee Central School and Gym)	Sunapee	Biomass Thermal Heating (600 kW)	\$810,000	\$270,000	1,424 Class I Thermal	\$18.96	12/31/2022
Cheshire County  (District and Superior Court House, and County Hall Building)	Keene	Biomass Thermal Heating (381 kW)	\$433,000	\$233,000	1,039 Class I Thermal	\$22.43	12/31/2022
<b>TOTAL</b>			<b>\$16,422,000</b>	<b>\$1,163,000</b>			

**Attachment 3**  
**DCI Furniture State-of-the-Art Biomass Cogeneration Steam Energy Project**  
**Facts and Figures**

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DCI, Inc. will install a new wood residue-fueled steam boiler plant which will provide 100% of DCI's thermal energy needs in the form of process heat to kilns for drying lumber and firewood, and space heating to its plant. Surplus heat will drive an existing backpressure steam generator to provide approximately 30% of DCI's electric load. An electrostatic precipitator will reduce emissions and enable the generator to certify for New Hampshire Class I Thermal RECs. The steam boiler plant is expected to yield approximately 8,580 New Hampshire Class I Thermal RECs annually.

**Facility Size:** Biomass Boiler 3 MW (300 hp)

**Grant Cost Effectiveness<sup>i</sup>:** \$5.83/REC (over 10 years)

**Funding Analysis:**

Total Project Cost:	\$2,863,000
Leveraged Funds:	\$2,363,000 (including \$250,000 USDA REAP Grant)
Grant Amount:	\$500,000

**Financial and Environmental Benefits:**

Energy Generation:	29,275 MMBtu/year (Displacing ~381,200 gallons of propane and ~850,000 kWh of electricity).
Generation Value <sup>ii</sup> :	\$226,083/year REC sales; plus potential fuel cost savings
20-Year LCOE <sup>iii</sup> :	\$0.135/kWh
Life Expectancy:	30 years
CO <sub>2</sub> Avoided:	2,358 tons/year

**Renewable Portfolio Standard RSA 362-F: I Criteria:**

- Generates 8,580 Class I Thermal renewable energy certificates (RECs) per year
- Supports fuel diversity
- Provides energy savings to DCI, Inc.
- Reduces the amount of greenhouse gases, nitrogen oxides and particulate matter emissions compared to fuel oil; thereby improving air quality and public health

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<sup>i</sup> The PUC used a metric defined as the requested grant amount divided by the total number of RECs over ten (10) years of operation as a key criteria in evaluating and choosing grantees.

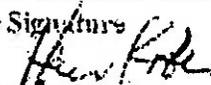
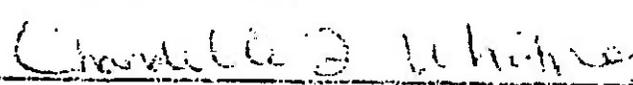
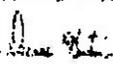
<sup>ii</sup> Generation value is based on the Alternative Compliance Payment (ACP) value for the project's estimated annual REC generation. The ACP rate for Class I Thermal is \$26.35/MWh in 2021; therefore, 8,580 RECs/year is equivalent to \$226,083 in Generation Value.

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

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

GENERAL PROVISIONS

1. Identification and Definition:

1.1. State Agency Name Public Utilities Commission		1.2. State Agency Address 21 S. Fruit St., Ste. 10, Concord, NH 03301	
1.3. Grantee Name DCI, Inc.		1.4. Grantee Address 205 S. Main St., Lisbon, NH 03585	
1.5. Effective Date G&C Approval	1.6. Completion Date December 31, 2022	1.7. Audit Date	1.8. Grant Limitation \$500,000
1.9. Grant Officer for State Agency Karen Cranton, Director, Sustainable Energy		1.10. State Agency Telephone No. 603-271-2431	
1.11. Grantee Signature 		1.12. Name & Title of Grantee Signor Henry Koben, President	
1.13. Acknowledgment: State of <u>NH</u> , County of <u>Carrington</u> , on <u>5/21/21</u> , Before the undersigned officer, personally appeared the person identified in block 1.11., known to me (or satisfactorily proven) to be the person whose name is signed in block 1.12., and acknowledged that he executed this document in the capacity indicated in block 1.12.			
1.13.1. Signature of Notary Public or Justice of the Peace 			
(cont) <u>CHANDELLE L. WHITNEY</u> Notary Public - New Hampshire My Commission Expires April 11, 2022			
1.13.2. Name and Title of Notary Public or Justice of the Peace <u>CHANDELLE L. WHITNEY, NOTARY</u>			
1.14. State Agency Signature(s) 		1.15. Name & Title of State Agency Signor(s) Diana Martin, Chairwoman	
1.16. Approval by Attorney General (Form, Substance and Execution) By: <u>Takhmina Rakhmatova</u> Assistant Attorney General. On: <u>5/28/2021</u>			
1.17. Approval by the Governor and Council  <b>DEPUTY SECRETARY OF STATE</b> <u>JUN 16 2021</u>			

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

Initials: AK  
Date: 5/26/21

3. **EFFECTIVE DATE/COMPLETION OF PROJECT.**

- 3.1. This Agreement, and all obligations of the parties hereunder, shall become effective on the date in block 1.5 or on the date of approval of this Agreement by the Governor and Council of the State of New Hampshire whichever is later (hereinafter referred to as "the effective date").
- 3.2. Except as otherwise specifically provided for herein, the Project, including all reports required by this Agreement, shall be completed in its entirety prior to the date in block 1.6 (hereinafter referred to as "the Completion Date").

4. **GRANT AMOUNT/MANNER OF PAYMENT/LIMITATIONS.**

- 4.1. The Grant Amount is identified and more particularly described in EXHIBIT II, attached hereto.
- 4.2. The manner of, and schedule of payment shall be as set forth in EXHIBIT II.
- 4.3. In accordance with the provisions set forth in EXHIBIT II, and in consideration of the satisfactory performance of the Project, as determined by the State, and as limited by subparagraph 4.5 of these general provisions, the State shall pay the Grantee the Grant Amount. The State shall withhold from the amount otherwise payable to the Grantee those sums required, or permitted, to be withheld pursuant to N.H. RSA 807 through 7-e.
- 4.4. The payment by the State of the Grant amount shall be the only, and the complete payment to the Grantee for all expenses, of whatever nature, incurred by the Grantee in the performance hereof, and shall be the only, and the complete, compensation to the Grantee for the Project. The State shall have no liabilities to the Grantee other than the Grant Amount.
- 4.5. Notwithstanding anything in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made, hereunder exceed the Grant limitation set forth in block 1.8 of these general provisions.

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

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

7. **RECORDS AND ACCOUNTS.**

- 7.1. Between the Effective Date and the date seven (7) years after the Completion Date the Grantee shall keep detailed accounts of all expenses incurred in connection with the Project, including, but not limited to, costs of administration, transportation, insurance, telephone calls, and clerical materials and services. Such accounts shall be supported by receipts, invoices, bills and other similar documents.
- 7.2. Between the Effective Date and the date seven (7) years after the Completion Date, at any time during the Grantee's normal business hours, and as often as the State shall demand, the Grantee shall make available to the State all records pertaining in matters covered by this Agreement. The Grantee shall permit the State to make, examine, and reproduce such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, data (as that term is hereinafter defined), and other information relating to all matters covered by this Agreement. As used in this paragraph, "Grantee" includes all persons, natural or fictional, affiliated with, controlled by, or under common ownership with, the entity identified as the Grantee in block 1.3 of these general provisions.

8. **PERSONNEL.**

- 8.1. The Grantee shall, in its own expense, contract for or provide all personnel necessary to perform the Project. The Grantee warrants that all personnel engaged in the Project shall be qualified to perform such Project, and shall be properly licensed and authorized to perform such Project under all applicable laws.
- 8.2. The Grantee shall not hire, and it shall not permit any subcontractor, subgrantee, or other person, firm or corporation with whom it is engaged in a combined effort to perform the Project, to hire any person who is a State officer or employee, elected or appointed.
- 8.3. The Grant Officer shall be the representative of the State hereunder. In the event of any dispute hereunder, the interpretation of this Agreement by the Grant Officer, and his/her decision on any dispute, shall be final.

9. **DATA RETENTION OF DATA ACCESS.**

- 9.1. As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, forms, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs or data, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.
- 9.2. Between the Effective Date and the Completion Date the Grantee shall grant to the State, or any person designated by it, unrestricted access to all data for examination, duplication, publication, translation, sale, disposal, or for any other purpose whatsoever.

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

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

11. **EVENTS 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, 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 of default has been given to the Grantee hereunder, the Grantee, may terminate this Agreement without cause upon thirty (30) days written notice.

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

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

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

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

Initials HK  
Date 5/26/21

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

**17. INSURANCE AND BOND.**

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

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

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

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

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

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

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

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

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

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

Initials HK  
Date 5/26/21

## EXHIBIT A

### SCOPE OF WORK

In exchange for receiving grant funds in an amount not to exceed \$500,000 from the New Hampshire Public Utilities Commission (Commission), DCI, Inc. (Grantee) agrees to install a wood residue-fueled steam boiler plant to provide thermal energy to its manufacturing plant located at 265 South Main Street, Lisbon, New Hampshire. Specifically, the Grantee agrees to:

1. Install and operate a wood residue-fueled steam boiler heating plant at DCI to provide thermal energy in the form of process heat to kilns for drying lumber and firewood, and space heating to its plant as described in Grantee's Proposal in response to Commission RFP #2021-001, Grants for Renewable Energy Generation Projects in the Nonresidential Sector submitted on February 12, 2021 (the Proposal), including, but not limited to, the installation of the wood residue-fueled steam boiler and all necessary electrical and mechanical upgrades to the facility (Project). The description of Project work set forth in the Proposal is incorporated herein by reference, provided that the State in its sole discretion may approve functionally equivalent substitutions for any equipment, materials, methods, or means associated with said described Project work. The Project scope reimbursable with grant funds hereunder includes all materials and labor required to complete the Project, including that of outside contractors, subcontractors, consultants, engineers, and other members of the Project team.
2. Maintain all components of the Project as recommended by its manufacturer and/or engineering specifications.
3. Provide the Commission with reports and status updates as specified in the "Deliverables" section.
4. Submit a complete New Hampshire Class I Thermal Renewable Energy Source Eligibility application to the Commission for the certification of the output of the Project to produce New Hampshire Class I Thermal renewable energy certificates (RECs).
5. Market the Project RECs to electricity providers in New Hampshire for compliance with the state's renewable portfolio standard law, RSA 362-F.
6. Acknowledge the Renewable Energy Fund as a source of funds used for the Project in any literature, press release, or public discussion of the Project.

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

Grantee Initials

Date

JK  
5/26/21

Page 1 of 2

## DELIVERABLES

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

Report Type	Reporting Period	Due Date	Scope of Report
Report #1	7/1/2021 - 9/30/2021	11/1/2021	Project progress, development and construction, significant accomplishments.
Report #2	10/1/2021 - 12/31/2021	2/1/2022	Same as above.
Report #3	1/1/2022 - 3/31/2022	5/1/2022	Same as above.
Report #4	4/1/2022 - 6/30/2022	8/1/2022	Same as above.
Report #5	7/1/2022 - 9/30/2022	11/1/2022	Same as above.
Annual Report	Calendar Years 2022 - 2031	2/1 of the immediately following year	Use annual report template to report information listed below.

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

1. Identification of the Grantee, Project, RFP 2021-001, and updated contact information;
2. The quantity of thermal energy produced by the Project, in MMBTU and kilowatt-hour equivalent generated, during the preceding calendar year;
3. The number of Class I Thermal RECs produced during the preceding calendar year;
4. The number of Class I Thermal RECs sold during the preceding calendar year;
5. Relevant details about operations, such as maintenance or production issues; and
6. Economic data, including, but not limited to, job creation data to the extent possible, for activity performed during construction and operation of the Project and after completion of the Project. Such data shall include the total jobs created as a result of the development and operation of the Project.

Grantee Initials HK  
Date 5/26/21  
Page 2 of 2

**EXHIBIT B**

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

1. This grant agreement between the New Hampshire Public Utilities Commission (Commission) and DCI, Inc. (Grantee) commences upon approval by the Governor and Executive Council and concludes on December 31, 2022.
2. In consideration of the satisfactory performance of the obligations described in Exhibit A, including the construction and installation of the Project (as defined in Exhibit A), as determined by the State, the State agrees to pay an amount not to exceed \$500,000 to the Grantee, pursuant to the terms and conditions specified in this Exhibit B.
3. Any grant funds under the grant agreement will not be paid unless and until all of the following have occurred by the target dates specified:

Receipt of all necessary permits, licenses, consents, and approvals from all applicable authorities having jurisdiction, including, but not limited to, fire, electric, and building permits.	December 31, 2021
Decision on boiler vendor, and receipt of required engineering and mechanical plans, which may be in preliminary form as determined by the State, or confirmation that none are required.	December 31, 2021

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

4. The Grantee's reimbursement requests shall cover only the costs of materials and equipment delivered to the site of the Project and incorporated into or to be incorporated into the Project and only labor costs directly related to the design, construction and installation of the Project. The Grantee's reimbursement requests shall not include the costs of any deposits or prepayments for equipment or materials ordered or procured for the Project unless and until such equipment and materials are delivered to the Project site and incorporated into the Project, or delivered to the Project site for incorporation into the Project, or used at the Project site for the purpose(s) for which procured.
5. The Grantee may submit reimbursement requests to the Commission, with full supporting documentation, as obligations described in Exhibit A have been met and subject to the conditions stated in paragraphs 3 and 4 above, and further consistent with the grant agreement General Provisions. Reimbursement requests shall be submitted not more frequently than once per month. No more than 50% of the grant amount (i.e., \$250,000) will be reimbursed for materials and equipment expenditures prior to the commencement of substantial on-site Project work. The amount of \$50,000 will be retained until the Project is complete and shall be paid to the Grantee only when each of the following has occurred:
  - (i) the Project has been fully constructed and installed;
  - (ii) the Project has commenced operation;

Grantee Initials \_\_\_\_\_  
Date \_\_\_\_\_

*JK*  
5/26/21

- (iii) the Grantee has submitted an application, deemed complete by the Commission, for certification of eligibility of the Project to produce Class I Thermal Renewable Energy Certificates; and
- (iv) a site visit has been conducted by a member of the Commission staff, if the Commission deems such a site visit necessary.

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

6. Each reimbursement request shall provide a detailed listing of Project expenses incurred with supporting documentation. The Grantee shall document all Project expenditures for which reimbursement is requested with appropriate back-up documentation, including, but not limited to, receipts, invoices, bills, and other similar documents for all Project vendors, contractors, and subcontractors. At a minimum, receipts must be provided documenting labor cost, equipment cost, material cost, site work, engineering and permitting fees, and capital expenditures, for all vendors, contractors, and subcontractors.
7. Each reimbursement request shall also include an express affirmation by the Grantee that it and the Project remain in full compliance with all terms and conditions of the grant agreement, and either (i) an express affirmation that there have been no material changes in any rights, interests, permits, licenses, or approvals affecting the Project since the most recent status report submitted to the Commission, or (ii) a description in reasonable detail of any such material changes in rights, interests, permits, licenses, or approvals affecting the Project since the most recent status report submitted to the Commission.
8. Reimbursement requests shall be reviewed for compliance with the scope of work set forth in Exhibit A, and the reimbursement terms and conditions of this Exhibit B, and approved or rejected by the Director of the Sustainable Energy Division or her designee. Additional documentation may be requested as determined by the State.
9. The State agrees to make payment to the Grantee within 30 days after the approval of reimbursement requests as described in paragraph 8 above and submitted in compliance with this Exhibit B and the grant agreement General Provisions.
10. All obligations of the State under the grant agreement, including the continuance of any payments, are contingent on the availability of funds derived from the Renewable Energy Fund established and existing pursuant to RSA 362-F:10.

Grantee Initials L/K  
Date 5/26/21  
Page 2 of 2

EXHIBIT C  
SPECIAL PROVISIONS

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

\$1,000,000 for each occurrence  
\$100,000 for damage to rented premises  
\$10,000 for medical expenses  
\$1,000,000 for personal and advertising injury  
\$2,000,000 for general aggregate  
\$2,000,000 for products and completed operations aggregate  
\$4,000,000 for umbrella (each occurrence and aggregate)  
\$1,000,000 for automobiles

Each policy shall contain a clause prohibiting cancellation of the policy until written notice is provided to the State thirty (30) days before termination except ten (10) days for non-payment of premium. Grantee shall provide advanced written notice regarding modification.

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

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

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

Grantee Initials HK  
Date 5/26/21  
Page 1 of 2

In the event that a modification by the State under this subsection would result in a reduction of Services that cannot be supplemented during the remaining term of this Agreement with either replacement or substituted services of substantially similar value, the Parties shall submit an amendment to this Agreement with a commensurate reduction in the price. In order to facilitate reconciliation of services performed under this Agreement, the Grantee shall submit weekly reports detailing the following for any service not fully performed pursuant to the terms of the Agreement:

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

Grantee Initials HK  
Date 5/26/21  
Page 2 of 2

**State of New Hampshire**  
**Department of State**

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that DCI, INC. is a New Hampshire Profit Corporation registered to transact business in New Hampshire on September 29, 1980. 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: 8043

Certificate Number: 0005362163



IN TESTIMONY WHEREOF,  
I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 4th day of May A.D. 2021.

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

William M. Gardner  
Secretary of State



Makers of Fine Furniture

265 South Main Street – Lisbon, NH 03585 Phone: (603) 838-6544 Fax: (603) 838-6826

### CORPORATE RESOLUTION CERTIFICATE

I, Wendy Slicer, hereby certify that I am duly elected Secretary of DCI, Inc., a New Hampshire corporation formerly known as Design Contempo, Inc.

I hereby certify the following is a true copy of a vote of the shareholders of DCI, Inc., taken pursuant to RSA 293-A:7.04, and Article II, Section 11 of the By Laws, which permit action to be taken without a shareholder meeting where all shareholders entitled to vote consent to such action in writing. The action by the shareholders was taken on May 7, 2021.

Further, a vote of the Board of Directors was taken on May 7, 2021 pursuant to RSA 293-A:8.21 and Article III, Section 10 of the By Laws, which permit action by the Board of Directors without a meeting with unanimous written consent.

The action by the shareholders and the Board of Directors is as follows:

VOTED: That Henry Kobcr, President of DCI, Inc., and, pursuant to Article VI, Section 1 of the By Laws, Christopher Thompson, Plant Manager, is and each are individually, duly authorized to enter into contracts or agreements for grant funding on behalf of DCI, Inc., with the State of New Hampshire, including the State of New Hampshire Public Utilities Commission and any other agencies or departments of same, and further each is authorized to execute any documents which may in his judgment be desirable or necessary to effect the purpose of this vote.

I hereby certify that the By-Laws are in full force and effect and have not been amended, modified, repealed, revoked, or rescinded.

I hereby further certify that said votes have not been amended or repealed and remain in full force and effect as of this date and as of the date on which the contract to which this certificate is attached. This authority remains valid for thirty (30) days from the date of this Corporate Resolution Certificate. 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 the corporation.

DATED: May 13<sup>th</sup>, 2021

ATTEST: Wendy Slicer  
Wendy Slicer, Secretary duly authorized of  
DCI, Inc.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
05/07/2021

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

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

<b>PRODUCER</b> FIA/Cross Insurance 1100 Elm Street  Manchester NH 03101		<b>CONTACT NAME:</b> Lynn Blanchard, CIC, CISR <b>PHONE (A/C, H, Ext):</b> (603) 669-3218 <b>FAX (A/C, Ext):</b> (603) 845-4331 <b>EMAIL ADDRESS:</b> lblanchard@crossagency.com	
<b>INSURED</b> DCI, Inc. 265 South Main Street  Lisbon NH 03585		<b>INSURER(S) AFFORDING COVERAGE</b>	
		<b>INSURER A:</b> United States Fire Insurance Co	<b>NAIC #</b> 21113
		<b>INSURER B:</b> The North River Insurance Company	21105
		<b>INSURER C:</b> Granite State WC Manufacturer's Trust	524292
		<b>INSURER D:</b> West American Ins Co	44393
		<b>INSURER E:</b>	
		<b>INSURER F:</b>	

**COVERAGES**      **CERTIFICATE NUMBER:** 20-21 All & 21-22 NH WC      **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.

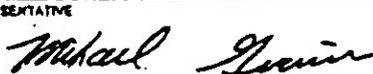
LINE LTR	TYPE OF INSURANCE	ADOL RISR	COVN WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER			5038620858	10/01/2020	10/01/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (R.R. OCCUR/TKA) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			1337483961	10/01/2020	10/01/2021	COMBINED SINGLE LIMIT (EA ACCIDENT) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Medical payments \$ 5,000
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0			5821148889	10/01/2020	10/01/2021	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000
C	<b>WORKERS COMPENSATION AND EMPLOYERS LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N Y	WCD120211002909 (3a.) NH	01/01/2021	01/01/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH ER exclude Merry Kober E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Motor Truck Cargo			BMW58924278	10/08/2020	10/08/2021	Per Conveyance 100,000 Deductible 1,000

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

Issued as evidence of coverage on behalf of the Named Insured during the policy period. 10 days Notice of Cancellation or Non-Renewal applies in favor of the New Hampshire Public Utilities Commission including non-payment of premium under General Liability, Auto and Umbrella. Refer to policy for exclusionary endorsements and special provisions.

### CERTIFICATE HOLDER

### CANCELLATION

State of New Hampshire Public Utilities Commission 21 South Fruit Street Suite 10 Concord NH 03301-2429	<p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p> <p>AUTHORIZED REPRESENTATIVE</p> 
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## Grants for Renewable Energy Generation Projects in the Nonresidential Sector

### SCORING SUMMARY MATRIX

Six proposals were reviewed, proposers interviewed, and scoring completed by the PUC, OSI and DES staff evaluation team. The four highest-scoring proposals were selected for grant awards.

Scoring Criteria & Maximum Points	Cheshire County	Cocheco Falls	DCI, Inc.	Garvins Falls	Great River Hydro	Sunapee School District
Grant \$/REC (Max. 25)	20	25	25	25	25	20
Levelized Cost of Energy (LCOE)p (Max. 20)	16	16	12	12	20	16
Benefits to New Hampshire (Max. 20)	13	4	10	8	8	13
Project Readiness and Community Support (Max. 15)	13	12	13	9	11	12
Matching and Other Funding Sources (Max. 10)	5	4	7	6	6	7
Environmental Benefits (Max. 10)	4	8	9	9	10	6
<b>TOTAL SCORE</b>	<b>71</b>	<b>69</b>	<b>76</b>	<b>69</b>	<b>80</b>	<b>74</b>