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Jared S. Chicoine

DEPUTY COMMISSIONER
Christopher J. Ellms, Jr.

STATE OF NEW HAMPSHIRE

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

June 12, 2024

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 New Hampshire Catholic Charities (NHCC), Manchester, NH, Vendor #177165, in the amount of $218,563 to install and operate a roof-mount solar system that will benefit low and moderate income (LMI) residents of an affordable housing project located in Peterborough, NH, effective upon Governor and Council approval through June 30, 2026. **100% Other (Renewable Energy Fund).**

Funding is available in the Renewable Energy Fund account as follows:

	FY2024
02-52-52-520510-18900000-073-500579 – Grants Non-Federal	$218,563

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 1, 2023, the Department issued a Request for Proposals (RFP), #2023-019, 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 six proposals requesting a total of $1.68 million in funds in response to the RFP, one of which was incomplete and deemed ineligible. New Hampshire Catholic Charities and four other proposals have been selected to receive a total of $1,542,172 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, NHCC will work with a developer to design and build a community solar facility. NHCC's program model is structured to maximize direct benefits to the LMI residents living in this affordable housing apartment building. Residents will receive direct benefits from the energy generation in the form of inclusion of all utilities in monthly rent. 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 2023-019 – 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 1, 2023, 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 or residents of a public housing authority or housing project.

The RFP was circulated electronically to an email distribution list of 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 3, 5, and 6, 2023. All responses were due by January 19, 2024. The Department received six proposals requesting a total of $1.68 million in grant funds for projects with combined estimated total project costs of $3.24 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**
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
Ashley Hamilton	Federal Funds 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 five 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 four 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 five eligible proposals. The second review team approved grant funding for five low-moderate income renewable energy projects in the total amount of $1,542,172.

LMI COMMUNITY SOLAR COMPETITIVE GRANT PROGRAM
SCORING DETAILS MATRIX

Five proposals were reviewed. Scoring was completed by the Department evaluation team.
The five proposals were all selected for grant awards.

Scoring Criteria & Maximum Points	Pine Gate Cooperative, Inc.	Rambling Woods Cooperative, Inc.	Keene Housing	New Hampshire	Portsmouth Housing Authority
Net Direct Benefits to LMI Participants (Max. 50)	43	39	42	30	26
Technical Project Specifications (Max. 20)	19	15	13	20	18
Project Feasibility and Readiness (Max. 15)	14	14	13	13	14
Project Administration and Management (Max. 15)	15	12	10	14	12
TOTAL SCORE	**91**	**80**	**78**	**77**	**70**

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**
Pine Gate Cooperative, Inc.	Plymouth	$400,000	$400,000	32	$440	ROC community owned solar LMI participant ROC residents receive lot rent reduction	6/30/2026
Rambling Woods Cooperative, Inc.	Bethlehem	$395,609	$383,609	25	$913	ROC community owned solar ROC participants to receive on-bill credits on residential electric bills	6/30/2026
Keene Housing	Keene & Swanzey	$1,944,316	$400,000	105	$968	Affordable housing residents receive building improvements	6/30/2026
New Hampshire Catholic Charities, Inc.	Peterborough	$ 306,092	$218,563	64	$297	Residents rent includes all utilities	6/30/2026
Portsmouth Housing Authority	Portsmouth	$199,248	$140,000	30	$499	Affordable housing residents receive building improvements	6/30/2026
TOTAL		**$3,245,625**	**$1,542,172**	**256**			

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 New Hampshire Catholic Charities		**1.4. Grantee Address** 100 William Loeb Dr., Unit 3, Manchester, NH 03109	
1.5 Grantee Phone # 603-663-0202	**1.6. Account Number** 18900000-073-500579	**1.7. Completion Date** June 30, 2026	**1.8. Grant Limitation** $218,563
1.9. Grant Officer for State Agency Joshua Elliott		**1.10. State Agency Telephone Number** 603-271-6003	
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** David Hildenbrand, Chief Financial Officer	
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 Chicoine, Commissioner	
1.15. Approval by Attorney General (Form, Substance and Execution) (if G & C approval required) **By:** Christopher G. Aslin **Assistant Attorney General, On:** 5 / 6 / 2024			
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").

Grantee Initials DH
Date 5/3/24

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

Grantee Initials____

Date 5/3/24

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.

Grantee Initials PAB

Date 5/3/24

EXHIBIT A

SPECIAL PROVISIONS

1. Paragraph 12.4 of the General Provisions is amended to add "Without limiting the foregoing, a determination by the Department that the Grantee or Contractor is boycotting Israel shall be grounds for termination by the Department in accordance with New Hampshire Executive Order No. 2023-05, which termination may be immediate."

EXHIBIT B

SCOPE OF WORK

In exchange for receiving grant funds in an amount not to exceed $218,563 from the New Hampshire Department of Energy (Department), New Hampshire Catholic Charities (Grantee) agrees to build and interconnect no smaller than an 85.85 kW (DC)/67.3 kW (AC) roof-mounted solar photovoltaic (PV) array on an affordable housing apartment building, located at 10-12 Vose Farm Road, in Peterborough, New Hampshire. Specifically, the Grantee agrees to:

1. Cause to be installed and operated a roof-top solar PV system, including, but not limited to, coordinating and overseeing the design, development, procurement, construction, installation, and interconnection of no smaller than an 85.85 kW (DC)/67.3 kW (AC) roof-mounted solar PV system (Project). The State in its sole discretion may approve functionally equivalent substitutions for any equipment, materials, methods, or means associated with said described Project work above. 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 include all utility expenses in residents monthly rent for the individual apartment units of 64 residents, a minimum of 59 of which are low and moderate income (LMI) residents, for 20 years or for the full useful life of the Project with 100% of the Project's net benefits allocated to participating members utilities including electricity, heating, air conditioning, hot water, domestic water, and sewer.

4. Projects must provide direct benefits to LMI residents 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, of any change in direct benefit(s) to participating residents for the duration of the useful life of the Project.

6. Uphold the commitment to ensure that there will be no costs to the LMI participants and continue to ensure that receipt of benefits 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	7/1/2024 – 9/30/2024	11/1/2024	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	10/1/2024 - 12/31/2024	2/1/2025	Same as above.
Report #3	1/1/2025 – 3/31/2025	5/1/2025	Same as above.
Report #4	4/1/2025 – 6/30/2025	8/1/2025	Same as above.
Report #5	7/1/2025 – 9/30/2025	11/1/2025	Same as above.
Report #6	10/1/2025 - 12/31/2025	2/1/2026	Same as above.
Report #7	1/1/2026 – 3/31/2026	5/1/2026	Same as above.
Annual Report	Calendar Years 2025 - 2034	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 2023-019, 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 New Hampshire Governor and Executive Council (Governor and Executive Council) and concludes on June 30, 2026.

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 New Hampshire Catholic Charities. (Grantee) to perform certain obligations after June 30, 2026 (as detailed in Exhibit B), the State agrees to pay an amount not to exceed $218,563 to Grantee pursuant to the terms and conditions specified in this Exhibit C.

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

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.	December 31, 2024
Receipt of all federal, state, and local permits, licenses, consents, and approvals required for construction, installation, and operation of the project.	March 31, 2025

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 Grantee.

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

5. 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 $21,856 will be retained until the project is complete and shall be paid to Grantee only when each of the following has occurred:

(i) the project has been fully constructed and installed,
(ii) the project has commenced operation,
(iii) Grantee has submitted an application, deemed complete by the 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.

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. 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 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 Policy and Programs or his designee. Additional documentation may be requested as determined by the Department.

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

10. The Department agrees to make payment to 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 Department 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.

State of New Hampshire

Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that NEW HAMPSHIRE CATHOLIC CHARITIES is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on March 07, 1946. 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: **66153**

Certificate Number: **0006660244**

IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 5th day of April A.D. 2024.

David M. Scanlan

Secretary of State

New Hampshire Catholic Charities
Certificate of Authority

I, Edward J. Powers, hereby certify that I am the duly elected Secretary of New Hampshire Catholic Charities. I also hereby certify the following is a true copy of a New Hampshire Catholic Charities vote taken at a meeting of the Board of Trustees, duly called and held on September 27, 2023, at which a quorum of the Trustees were present and voting.

VOTED: That Thomas Blonski as President & CEO, Dominique Rust as Vice President & COO, David Hildenbrand as CFO and Alain Bernard as AVP Healthcare Services are hereby authorized as agents of the Corporation to negotiate, execute and deliver on behalf of the Corporation, any and all contracts, licenses, documents and other business related materials as may be necessary or useful for the ongoing operation of the Corporation, subject to the maximum expenditure limit of $500,000 for the position of President & CEO, and maximum limit of $250,000 for the positions of Vice President & COO, CFO and AVP Healthcare Services. Expenditures in excess of $500,000 shall require specific approval from the Board of Trustees.

VOTED: That Thomas Blonski as President & CEO, Dominique Rust as Vice President & COO, David Hildenbrand as CFO are hereby authorized as agents of the Corporation to secure grant, trust, contribution, fundraising and other revenue required to sustain the Corporation and that, each acting singly on behalf of the Corporation, is authorized to execute such contracts, agreements and other documents required to transact the business established pursuant to this resolution.

VOTED: That, if the bank/financial institution requires a specific form of resolution in connection with actions authorized in the foregoing resolution, Thomas Blonski as President & CEO, Dominique Rust as Vice President & COO, David Hildenbrand as CFO shall be authorized to execute and deliver the forms of corporate banking/financial institution resolutions from time to time required to effectuate the immediately preceding resolutions, copies of which are ordered filed with the official records of the Corporation, as though the same had been presented to the Board of Trustees for approval in connection herewith, the signature of such person thereon to be conclusive evidence of the approval thereof by the authorized signer as so executed.

I further certify that said votes have not been amended or repealed and remains in full force and effect as of the date written below.

DATED:

4/17/24

SIGNED:

E.J. Powers

Edward J. Powers, Secretary

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 04/17/2024

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
Porter & Curtis, A Division of Heffernan Insurance Brokers
225 State Road
Media, PA 19063

CONTACT NAME: Suzanne Robotham
PHONE (A/C, No, Ext): FAX (A/C, No):
E-MAIL ADDRESS: srobotham@portercurtis.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : THE NATIONAL CATHOLIC RISK RETENTION GROUP, INC	10083
INSURER B : CHURCH MUTUAL INSURANCE COMPANY	18767
INSURER C : PRINCETON EXCESS AND SURPLUS LINES INSURANCE COMPA	10786
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
NH CATHOLIC CHARITIES - ADMINISTRATION
100 William Loeb Drive
Unit 3
MANCHESTER, NH 03109

COVERAGES

CERTIFICATE NUMBER: C000240770 Account: 70000-000 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: POLICY PRO-JECT LOC OTHER:			RRG-0402024-1	03/01/2024	03/01/2025	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ Included
							MED EXP (Any one person)	$ Not Covered
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ None Applicable
							PRODUCTS - COMP/OP AGG	$ None Applicable
								$
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY			050000 09-727898	03/01/2024	03/01/2025	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
C	UMBRELLA LIAB X OCCUR X EXCESS LIAB CLAIMS-MADE DED RETENTION $			N2-A3-FF-0000022-05	03/01/2024	03/01/2025	EACH OCCURRENCE	$ 14,000,000
							AGGREGATE	$ N/A
								$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		050000 07-727905	03/01/2024	03/01/2025	X PER STATUTE OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
B	Auto Physical Damage			050000 09-727898	03/01/2024	03/01/2025	Actual Cash Value Less $500 Ded. Comp & Coll	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The limits include applicable retentions. The certificate holder is included as an Additional Insured if required by written contract with regards to Grant and Loan agreement.

CERTIFICATE HOLDER

Department of Energy
21 S. Fruit St, Ste. 10,
Concord, NH 03301

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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