

STATE OF NEW HAMPSHIRE

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js

COMMISSIONER
Jared S. Chicoine

DEPUTY COMMISSIONER
Christopher J. Ellms, 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

June 4, 2025

Her Excellency, Governor Kelly A. Ayotte
and the Honorable Council
State House
Concord, NH 03301

REQUESTED ACTION

Authorize the New Hampshire Department of Energy (Department) to amend a grant to Mad River Power Associates, LLC (Mad River Power), Campton, NH, Vendor #401316, by extending the completion date from, June 30, 2025 to June 30, 2026, effective upon Governor and Executive Council approval. The original grant was approved by the Governor and Executive Council on June 15, 2022, Item #91, amended on June 12, 2024, Item #5H, and amended on December 18, 2024, Item #5E. Under the grant, funds were provided to replace one, and rebuild one, of the three turbine units in the powerhouse at Campton Dam located in Campton, New Hampshire. No additional funding is involved in this time extension. The price limitation is \$250,000. **100% Other Funds (Renewable Energy Fund).**

EXPLANATION

With the grant funds, Mad River Power was able to replace one turbine unit and rebuild a second turbine unit which have been inoperable for multiple years. All construction work is complete and the unit is commissioned to the project site. Mad River Power is currently waiting for Eversource to update the Interconnection Agreement accounting for the increased system capacity and Renewable Energy Certificate generation. The continued backlog with the Interconnection queue at Eversource is the sole reason this amendment is being sought. This is the final requirement of the contract in order for the project to be considered complete.

The Department, therefore, is requesting a one-year, no-cost extension for Mad River Power. 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", written over a horizontal line.

Jared S. Chicoine
Commissioner

STATE OF NEW HAMPSHIRE
and
Mad River Power Associates, LLC

Amendment No. 3

This Amendment (hereinafter called the "Amendment") 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 Mad River Power Associates, LLC (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 on June 15, 2022, Item #91, amended on June 12, 2024, Item #5H and amended December 18, 2024, Item #5E, the Grantee agreed to replace one, and rebuild one, of the three turbine units in the powerhouse at the Campton Dam located in Campton, 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, 2026.
2. Exhibit B, Table of Deliverables, is amended to add two additional progress reports which will be:
 - a. Report #11 covering the period 7/1/2025 – 9/30/2025 with report due on 11/1/2025;
 - b. Report #12 covering the period 10/1/2025 – 12/30/2025 with report due on 1/1/2026.
3. Exhibit C, Grant Amount, Terms and Methods of Payment, is hereby amended to change the completion date from June 30, 2025 to June 30, 2026.
4. Effective Date of Amendment: This Amendment shall take effect upon approval by the Governor and Executive Council.

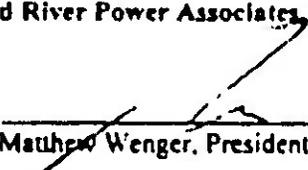
Mad River Power Associates, LLC

Grantee Initials MR
Date Mar 31 2025
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.

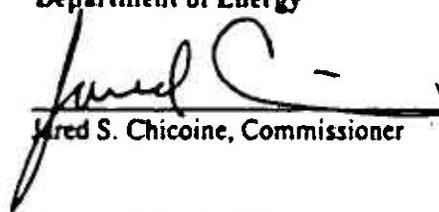
IN WITNESS WHEREOF, the Parties have set their hands hereto as of the date(s)-written below.

Mad River Power Associates, LLC

By: 
Matthew Wenger, President and CEO

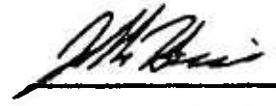
Date: May 31 2025

STATE OF NEW HAMPSHIRE
Department of Energy


Fred S. Chicoine, Commissioner

Date: 4/17/25

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



Date: 5/5/2025

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

Approval by the Governor and Executive Council

G&C Meeting Date: _____

G&C Item Number: _____

Mad River Power Associates, LLC

Grantee Initials 
Date 05/13/2025
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 MAD RIVER POWER ASSOCIATES LLC is a New Hampshire Limited Liability Company registered to transact business in New Hampshire on September 06, 1984. 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: 70523

Certificate Number: 0007159245



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 15th day of April A.D. 2025.

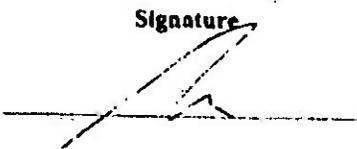
A handwritten signature in black ink, appearing to read "David M. Scanlan".

David M. Scanlan
Secretary of State

**RELEVATE POWER LLC
CERTIFICATE OF AUTHORITY**

I, Ian Clark, the duly elected, qualified and acting Vice President and Chief Commercial Officer of Relevate Power LLC, a Delaware limited liability company ("Relevate Power"), hereby certifies, in such capacity and on behalf of the Relevate Power, as follows:

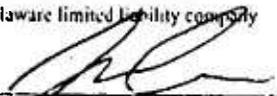
1. Relevate Power is the ultimate parent and sole beneficial owner of Mad River Power Associates LLC, a New Hampshire limited liability company (the "Company"), as more particularly set forth below:
 - (a) Specifically, Relevate Power owns all of the membership interest of Relevate ReDev LLC, a Delaware limited liability company ("Relevate ReDev"), which is managed by its sole member;
 - (b) Relevate ReDev then owns all of the membership interest of Relevate ReDev Sponsor LLC, a Delaware limited liability company ("Relevate ReDev Sponsor") which is also managed by its sole member;
 - (c) Relevate ReDev Sponsor then owns all of the membership interest of Relevate ReDev Borrower LLC, a Delaware limited liability company ("Relevate ReDev Borrower"), which is also managed by its sole member;
 - (d) Relevate ReDev Borrower then owns all of the membership interest of Relevate ReDev Holdco LLC, a Delaware limited liability company ("Relevate ReDev Holdco"), which is also managed by its sole member; and
 - (e) Relevate ReDev Holdco then owns all of the membership interest of the Company, which is also managed by its sole member;
- (f) Accordingly, Relevate Power has the authority to bind the Company, and the person named below, being an officer of Relevate Power, is duly authorized to sign agreements and provide instructions on behalf of the Company, and the signature appearing opposite his name is a true and correct specimen of his genuine signature.

Name	Title	Signature
Matthew Wenger	President and Chief Executive Officer	

[Signature Page to Follow]

3/21 IN WITNESS WHEREOF, the undersigned has executed this certificate as of the
day of March, 2025.

RELEVATE POWER LLC
a Delaware limited liability company

By: 
Ian Clark, Vice President and Chief
Commercial Officer

Signature Page to Certificate of Authority
of Mad River Power Associates LLC



ADDITIONAL REMARKS SCHEDULE

AGENCY MARSH USA, LLC.		NAMED INSURED Elevate Power LLC Additional Named Insureds Below 230 Park Ave, Suite 447 New York, NY 10169	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
 FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Excess Layer Liability

Policy #7063573142
 Carrier: Columbia Casualty Company
 Eff: 05/01/2025
 Exp: 04/06/2026
 \$5,000,000 XS \$5,000,000

Additional Named Insureds:

- Elevate ReDev Borrower, LLC
- Elevate Asset Management, LLC
- Elevate Power Corporation
- Ampersand Tannery Island Hydro LLC
- Avery Hydro LLC
- Ampersand Brockway Mills Hydro LLC
- Dichotomy Sebec Hydro LLC
- Dichotomy Collins Hydro LLC
- Steels Pond Hydro Inc
- KC Brighton LLC
- Mad River Power Associates LLC
- Northbrook Carthage LLC
- Pine Valley Hydroelectric Company Inc
- Power House Systems Inc
- Dichotomy Power Maine LLC
- Standard Power Of America Inc
- Presumpscot Hydro LLC
- Woodsville/Rochester Hydro Associates LLC
- Olcott Harbor Hydro LLC
- Rivers Electric LLC
- Forestport Hydro LLC
- Mount Ida Hydro LLC

Additional Named Insureds:

- Elevate ReDev Borrower, LLC
- Elevate Asset Management, LLC
- Elevate Power Corporation
- Ampersand Tannery Island Hydro LLC
- Avery Hydro LLC
- Ampersand Brockway Mills Hydro LLC
- Dichotomy Sebec Hydro LLC
- Dichotomy Collins Hydro LLC
- Steels Pond Hydro Inc
- KC Brighton LLC
- Mad River Power Associates LLC
- Northbrook Carthage LLC
- Pine Valley Hydroelectric Company Inc
- Power House Systems Inc

AGENCY CUSTOMER ID: CN138166964

LOC #: New York



ADDITIONAL REMARKS SCHEDULE

Page 3 of 3

AGENCY MARSH USA, LLC.		NAMED INSURED Relevate Power LLC Additional Named Insureds Below 230 Park Ave, Suite 447 New York, NY 10169	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Dichotomy Power Maine LLC
Standard Power Of America Inc
Presumpscot Hydro LLC
Woodville/Rochester Hydro Associates LLC
Olcott Harbor Hydro LLC
Rivers Electric LLC
Forestport Hydro LLC
Mounl Ida Hydro LLC

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

5E

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

Tel. (603) 271-3870

FAX No. 271-1526

Website:
www.energy.nh.gov

December 18, 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 amend a grant to Mad River Power Associates, LLC (Mad River Power), Campton, NH, Vendor #401316, by extending the completion date from December 31, 2024, to June 30, 2025, effective upon Governor and Executive Council approval. The original grant was approved by the Governor and Executive Council on June 15, 2022, Item #91 and amended on June 12, 2024, Item #5H. Under the grant, funds were provided to replace one, and rebuild one, of the three turbine units in the powerhouse at Campton Dam located in Campton, New Hampshire. No additional funding is involved in this time extension. **100% Other Funds (Renewable Energy Fund).**

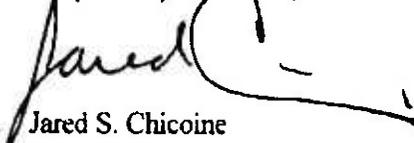
EXPLANATION

With the grant funds, Mad River Power was able to replace one turbine unit and rebuild a second turbine unit which have been inoperable for multiple years. All construction work is complete and the unit is commissioned to the project site. Mad River Power is currently waiting for Eversource to update the Interconnection Agreement accounting for the increased system capacity and Renewable Energy Certificate generation. This is the final requirement of the contract in order for the project to be considered complete.

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

Your consideration of this request is appreciated.

Respectfully submitted,


Jared S. Chicoine
Commissioner

**AGREEMENT FOR GRANT FUNDS
STATE OF NEW HAMPSHIRE
and
Mad River Power Associates, LLC**

Amendment No. 2

This Amendment (hereinafter called the "Amendment") 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 Mad River Power Associates, LLC (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 on June 15, 2022, Item #91 and amended on June 12, 2024, Item #5H, the Grantee agreed to replace one, and rebuild one, of the three-turbine units in the powerhouse at the Campton Dam located in Campton, 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:

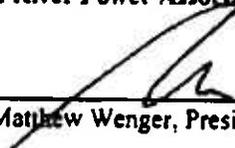
1. Section 1.6, Completion Date, of the General Provisions of the existing Agreement is hereby deleted in its entirety and replaced with the following: June 30, 2025.
2. Exhibit B, Table of Deliverables, is amended to add two additional progress reports which will be:
 - a. Report #10 covering the period 1/1/2025 – 3/31/2025 with report due on 5/1/2025;
 - b. Report #11 covering the period 4/1/2025 – 6/30/2025 with report due on 8/1/2025.
3. Amendment and Modification of Exhibit C of the Agreement: Exhibit C is hereby amended to change the completion date from December 31, 2024 to June 30, 2025.


Nov 28, 2024

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.

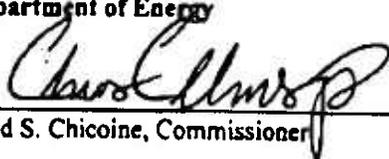
IN WITNESS WHEREOF, the Parties have set their hands hereto as of the date(s)-written below.

Mad River Power Associates, LLC

By: 
 Matthew Wenger, President and CEO

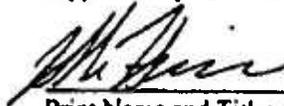
Date: Nov 28, 2024

**STATE OF NEW HAMPSHIRE
 Department of Energy**


 For Jared S. Chicoine, Commissioner

Date: 12/2/24

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


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

Date: 12/3/2024

Approval by the Governor and Executive Council

G&C Meeting Date: DEC 18 2024

G&C Item Number: 5E



SECRETARY OF STATE

**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 MAD RIVER POWER ASSOCIATES LLC is a New Hampshire Limited Liability Company registered to transact business in New Hampshire on September 06, 1984. 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: 70523

Certificate Number: 0006664625



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 10th day of April A.D. 2024.

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

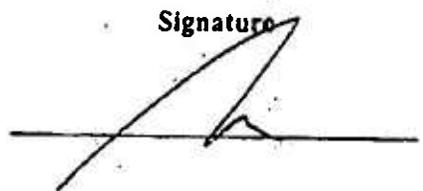
David M. Scanlan
Secretary of State

RELEVATE POWER LLC

CERTIFICATE OF AUTHORITY

I, Ian Clark, the duly elected, qualified and acting Vice President and Chief Commercial Officer of Relevate Power LLC, a Delaware limited liability company ("Relevate Power"), hereby certifies, in such capacity and on behalf of the Relevate Power, as follows:

1. Relevate Power is the ultimate parent and sole beneficial owner of Mad River Power Associates LLC, a New Hampshire limited liability company (the "Company"), as more particularly set forth below:
 - (a) Specifically, Relevate Power owns all of the membership interest of Relevate ReDev LLC, a Delaware limited liability company ("Relevate ReDev"), which is managed by its sole member;
 - (b) Relevate ReDev then owns all of the membership interest of Relevate ReDev Sponsor LLC, a Delaware limited liability company ("Relevate ReDev Sponsor"), which is also managed by its sole member;
 - (c) Relevate ReDev Sponsor then owns all of the membership interest of Relevate ReDev Borrower LLC, a Delaware limited liability company ("Relevate ReDev Borrower"), which is also managed by its sole member;
 - (d) Relevate ReDev Borrower then owns all of the membership interest of Relevate ReDev Holdco LLC, a Delaware limited liability company ("Relevate ReDev Holdco"), which is also managed by its sole member; and
 - (e) Relevate ReDev Holdco then owns all of the membership interest of the Company, which is also managed by its sole member;
- (f) Accordingly, Relevate Power has the authority to bind the Company, and the person named below, being an officer of Relevate Power, is duly authorized to sign agreements and provide instructions on behalf of the Company, and the signature appearing opposite his name is a true and correct specimen of his genuine signature.

Name	Title	Signature
Matthew Wenger	President and Chief Executive Officer	

[Signature Page to Follow]

IN WITNESS WHEREOF, the undersigned has executed this certificate as of the 20th
day of November, 2024.

RELEVATE POWER LLC
a Delaware limited liability company

By: 
Ian Clark, Vice President and Chief
Commercial Officer



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/08/2024

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 MARSH USA, LLC 1166 Avenue of the Americas New York, NY 10036		CONTACT NAME: PHONE (A/C No. Ext): E-MAIL: ADDRESS:		FAX (A/C No.):	
CN138166964-Eleva-GAWUX-24-26		INSURER(S) AFFORDING COVERAGE			
INSURED Reliata Power LLC Additional Named Insureds Below 230 Park Ave. Suite 447 New York, NY 10169		INSURER A: Indian Harbor Insurance Company		NAIC # 38940	
		INSURER B: The Cincinnati Indemnity Company		23280	
		INSURER C: N/A		N/A	
		INSURER D: Evanston Insurance Company		35378	
		INSURER E:			
		INSURER F:			

COVERAGES **CERTIFICATE NUMBER:** NYC-012100278-03 **REVISION NUMBER:** 4

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 (IND) (W/O)	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 type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:		US00122378U24A	11/01/2024	05/01/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		EBA0680634	04/06/2024	04/06/2025	COMBINED SINGLE LIMIT (Per person) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per person) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE (DED RETENTION)		US00122378U24A	11/01/2024	05/01/2025	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
B	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 N	EWC0680633	04/06/2024	04/06/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> 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
D	Pollution		MLLV1ENV103856	04/06/2023	04/06/2026	Per occurrence \$ 5,000,000 Aggregate \$ 10,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Public Service of New Hampshire is included as additional insured under the General Liability if required by written contract with respect to work performed by the named insured for specifically referenced jobs.

CERTIFICATE HOLDER

State of New Hampshire
 Department of Energy
 21 South Fruit Street
 Suite 10
 Concord, NH 03301

CANCELLATION:

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

AUTHORIZED REPRESENTATIVE

Marsh USA LLC

AGENCY CUSTOMER ID: CN138166964

LOC #: New York



ADDITIONAL REMARKS SCHEDULE

AGENCY MARSHUSA LLC		NAMED INSURED Relevate Power LLC Additional Named Insureds Below 230 Park Ave, Suite 447 New York, NY 10169
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
 FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Excess Layer Liability

Policy #7063573142
 Carrier: Columbia Casualty Company
 Eff: 11/01/2024 Exp: 04/01/2025
 \$5,000,000 XS \$5,000,000

Additional Named Insureds:

- Elevate ReDev Borrower, LLC
- Elevate Asset Management, LLC
- Elevate Power Corporation
- Amperland Tannery Island Hydro LLC
- Avery Hydro LLC
- Amperland Brockway Mills Hydro LLC
- Dichotomy Sebac Hydro LLC
- Dichotomy Collins Hydro LLC
- Steels Pond Hydro Inc
- KC Brighton LLC
- Mad River Power Associates LLC
- Northbrook Carthage LLC
- Pine Valley Hydroelectric Company Inc
- Power House Systems Inc
- Dichotomy Power Maine LLC
- Standard Power Of America Inc
- Presumpscot Hydro LLC
- Woodville/Rochester Hydro Associates LLC
- Oleas Harbor Hydro LLC
- Rivers Electric LLC
- Forespan Hydro LLC
- Mount Ida Hydro LLC

Additional Named Insureds:

- Elevate ReDev Borrower, LLC
- Elevate Asset Management, LLC
- Elevate Power Corporation
- Amperland Tannery Island Hydro LLC
- Avery Hydro LLC
- Amperland Brockway Mills Hydro LLC
- Dichotomy Sebac Hydro LLC
- Dichotomy Collins Hydro LLC
- Steels Pond Hydro Inc
- KC Brighton LLC
- Mad River Power Associates LLC
- Northbrook Carthage LLC
- Pine Valley Hydroelectric Company Inc
- Power House Systems Inc
- Dichotomy Power Maine LLC

AGENCY CUSTOMER ID: CN138165964

LOC #: New York



ADDITIONAL REMARKS SCHEDULE

Page 3 of 3

AGENCY MARSH USA, LLC.		NAMED INSURED Ralevata Power LLC Additional Named Insureds Below 230 Park Ave, Suite 447 New York, NY 10189	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Standard Power Of America Inc
Presumpscot Hydro LLC
Woodin/Ber/Rochester Hydro Associates LLC
Olcott Harbor Hydro LLC
Rivers Electric LLC
Forestport Hydro LLC
Mount Ida Hydro LLC

STATE OF NEW HAMPSHIRE

COMMISSIONER
Jared S. Chicoine

DEPUTY COMMISSIONER
Christopher J. Elma, Jr.



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

5H

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

Tel. (603) 271-3670

FAX No. 271-1529

Website:
www.energy.nh.gov

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 amend a grant to Mad River Power Associates, LLC, Vendor #401316, by extending the completion date from June 30, 2024, to December 31, 2024, effective upon Governor and Executive Council approval. The original grant was approved by the Governor and Executive Council on June 15, 2022, Item #91. Under the grant, funds are being provided to replace one, and rebuild one, of the three turbine units in the powerhouse at Campton Dam located in Campton, New Hampshire. No additional funding is involved in this time extension. 100% Other Funds (Renewable Energy Fund).

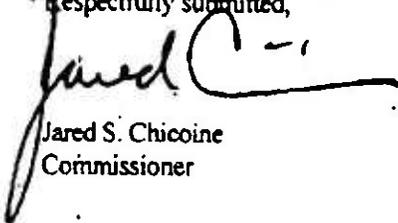
EXPLANATION

With the grant funds, Mad River Power Associates, LLC will replace one and rebuild one turbine unit which have been inoperable for multiple years. The electrical configuring is in the final stages with plans to install the distribution panel in the forthcoming weeks, upon which the hydraulic work will commence. Upon completion, Mad River Power will proceed with the commissioning of the unit. Unit manufacturers mandate a 30-day notification period once the aforementioned steps are finalized to initiate the commissioning process.

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

Your consideration of this request is appreciated.

Respectfully submitted,


Jared S. Chicoine
Commissioner

**AGREEMENT FOR GRANT FUNDS
STATE OF NEW HAMPSHIRE
and
Mad River Power Associates, LLC**

Amendment No. 1

This Amendment (hereinafter called the "Amendment") 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 Mad River Power Associates, LLC (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 #91 on June 15, 2022, the Grantee agreed to replace one, and rebuild one, of the three turbine units in the powerhouse at the Campton Dam located in Campton, 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, 2024.
2. Exhibit B, Table of Deliverables, is amended to add two additional progress reports which will be:
 - a. Report #8 covering the period 7/1/2024 – 9/30/2024 with report due on 11/1/2024;
 - b. Report #9 covering the period 10/1/2024 – 12/31/2024 with report due on 2/1/2025.
3. Amendment and Modification of Exhibit C of the Agreement: Exhibit C is hereby amended to change the completion date from June 30, 2024 to December 31, 2024.

Grantee Initials *[Signature]*
Date *May 9, 2024*
Page 1 of 2

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.

Mad River Power Associates, LLC

By: Matthew Wenger
Matthew Wenger, President and CEO

Date: May 9, 2024

STATE OF NEW HAMPSHIRE
Department of Energy

Jared Chicoine
Jared S. Chicoine, Commissioner

Date: 5/13/24

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

Christopher G. Aslin
Print Name and Title: Christopher G. Aslin
Senior Assistant Attorney General

Date: 5/16/2024

Approval by the Governor and Executive Council

Q&C Item number: 5H

Q&C Meeting Date: JUN 12 2024

[Signature]
SECRETARY OF STATE

Grantee Initials: [Signature]
Date: May 9, 2024
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 MAD RIVER POWER ASSOCIATES LLC is a New Hampshire Limited-Liability Company registered to transact business in New Hampshire on September 06, 1984. 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: 70523

Certificate Number: 0006664615



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 10th day of April A.D. 2024.

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

David M. Scanlan
Secretary of State

RELEVATE POWER LLC

CERTIFICATE OF AUTHORITY

I, Ian Clark, the duly elected, qualified and acting Vice President and Chief Commercial Officer of Relevate Power LLC, a Delaware limited liability company ("Relevate Power"), hereby certifies, in such capacity and on behalf of the Relevate Power, as follows:

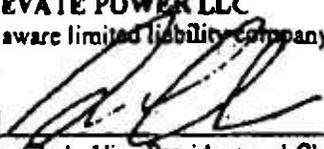
- 1. Relevate Power is the ultimate parent and sole beneficial owner of Mad River Power Associates LLC, a New Hampshire limited liability company (the "Company"), as more particularly set forth below:
 - (a) Specifically, Relevate Power owns all of the membership interest of Elevate ReDev LLC, a Delaware limited liability company ("Elevate ReDev"), which is managed by its sole member;
 - (b) Elevate ReDev then owns all of the membership interest of Elevate ReDev Sponsor LLC, a Delaware limited liability company ("Elevate ReDev Sponsor"), which is also managed by its sole member;
 - (c) Elevate ReDev Sponsor then owns all of the membership interest of Elevate ReDev Borrower LLC, a Delaware limited liability company ("Elevate ReDev Borrower"), which is also managed by its sole member;
 - (d) Elevate ReDev Borrower then owns all of the membership interest of Elevate ReDev Holdco LLC, a Delaware limited liability company ("Elevate ReDev Holdco"), which is also managed by its sole member; and
 - (e) Elevate ReDev Holdco then owns all of the membership interest of the Company, which is also managed by its sole member;
- (f) Accordingly, Relevate Power has the authority to bind the Company, and the person named below, being an officer of Relevate Power, is duly authorized to sign agreements and provide instructions on behalf of the Company, and the signature appearing opposite his name is a true and correct specimen of his genuine signature.

Name	Title	Signature
Matthew Wenger	President and Chief Executive Officer	

[Signature Page to Follow]

IN WITNESS WHEREOF, the undersigned has executed this certificate as of the 8th
day of May, 2024.

RELEVATE POWER LLC
a Delaware limited liability company

By: 
Ian Clark, Vice President and Chief
Commercial Officer



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/10/2024

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 Marsh & McLennan Agency LLC 4900 Libbie Mill East Boulevard Suite 100 Richmond VA 23230	CONTACT NAME: _____ PHONE (AC, IS, Ext): 800-285-1778 FAX: _____ E-MAIL: _____ ADDRESS: macorequest@marshmma.com	
	INSURER(S) AFFORDING COVERAGE	
INSURED Elevate Power LLC Additional Named Insureds Below 575 Broadway Ave Albany NY 12144	INSURER A: Indian Harbor Insurance Company	NAIC # 36940
	INSURER B: The Cincinnati Indemnity Company	NAIC # 23280
	INSURER C: Evanston Insurance Company	NAIC # 35378
	INSURER D: Columbia Casualty Company	NAIC # 31127
	INSURER E: _____ INSURER F: _____	NAIC #

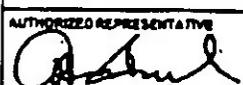
COVERAGES CERTIFICATE NUMBER: 472235262 REVISION NUMBER:

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.

TYPE	TYPE OF INSURANCE	ADDITIONAL INSURED (Y/N)	POLICY NUMBER	POLICY EFF. DATE (MM/DD/YYYY)	POLICY EXP. DATE (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 type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER: _____	Y	US00122378123A	11/1/2023	11/1/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	<input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	EBAC680834	4/8/2024	4/8/2025	COMBINED SINGLE LIMIT (Per person) \$ 1,000,000 BODILY INJURY (Per person) \$ _____ BODILY INJURY (Per accident) \$ _____ PROPERTY DAMAGE (Per accident) \$ _____
A, D	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED: _____ RETENTION: _____	Y	US00122378123A 7083973142	11/1/2023 11/1/2023	11/1/2024 11/1/2024	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
B	WORKERS COMPENSATION AND EMPLOYERS LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NY) If yes, describe under DESCRIPTION OF OPERATIONS BELOW	Y	EWC0880633	4/8/2024	4/8/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Pollution Liability		MKLVIENV103856	4/8/2023	4/8/2028	\$5,000,000 Per Occurrence \$10,000,000 Aggregate

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

Additional Named Insureds:
Elevate ReDev Borrower, LLC
Elevate Asset Management, LLC
Elevate Power Corporation
Amperland Tannery Island Hydro LLC
Avery Hydro LLC
Amperland Brockway Mills Hydro LLC
Dichotomy Sebec Hydro LLC
See Attached...

CERTIFICATE HOLDER Informational Purposes	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 

AGENCY/CUSTOMER ID: ELEVAPOWER

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY Marsh & McLennan Agency LLC		NAMED INSURED Elevate Power LLC Additional Named Insureds Below 575 Broadway Ave Albany NY 12144	
POLICY NUMBER		EFFECTIVE DATE: _____	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

Dichotomy Collins Hydro LLC
 Steels Pond Hydro Inc
 KC Brighton LLC
 Mad River Power Associates LLC
 Northbrook Carriage LLC
 Pine Valley Hydroelectric Company Inc
 Power House Systems Inc
 Dichotomy Power Maine LLC
 Standard Power Of America Inc
 Presumpscot Hydro LLC
 Woodsville/Rochester Hydro Associates LLC
 Oicott Harbor Hydro LLC
 Rivers Electric LLC
 Forestport Hydro LLC
 Mount Ida Hydro LLC

STATE OF NEW HAMPSHIRE

COMMISSIONER
Jared S. Chiofalo

DEPUTY COMMISSIONER
Christopher J. Elms, Jr.



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

TDD Access: Relay NH
1-800-735-2984

Tel: (603) 271-3870

FAX No. 271-1528

Website:
www.energy.nh.gov

FOR
91

June 1, 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 award a grant to Mad River Power Associates LLC, Campton, NH (VC# 401316) in the amount of \$250,000 to replace one, and rebuild one, of the three turbine units in the powerhouse at the Campton Dam in Campton, effective upon Governor and Council approval through June 30, 2024. 100% Renewable Energy Fund (REF), a non-lapsing special fund established pursuant to RSA 362-F:10.

Funding is available in account, Renewable Energy Fund (REF) as follows:

010-052-18900000-073-500579 – Grants Non-Federal	<u>EY2022</u> \$250,000
--	----------------------------

EXPLANATION

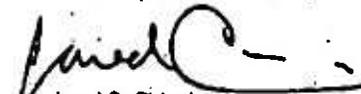
Pursuant to RSA 362-F:10, the Department is charged with administering the Renewable Energy Fund (REF), the purpose of which is to support thermal and electrical renewable energy initiatives. On December 8, 2021, the Department issued a Request for Proposals (RFP) #2021-023 pursuant to RSA 362-F:10; X. That statute requires the Department to issue, on an annual basis, an RFP for renewable energy projects in the nonresidential sector funded by grants from the REF.

The Department received eight (8) proposals requesting a total of \$2.524 million in funds in response to the RFP. Mad River Power Associates LLC project and two (2) other proposals have been selected to receive a total of \$750,000 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, Mad River Power Associates LLC will replace one, and rebuild one, of two turbine units in the powerhouse, which have been inoperable for multiple years, including the installation of a larger, adjustable blade turbine to more efficiently generate with the variable flows characteristic of the Mad River. The fully operational system is expected to yield approximately 1,327 additional New Hampshire Class IV 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.

Respectfully submitted,



Jared S. Chicoine
Commissioner

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 AND SCORING TEAM

The Department of Energy (Department) issued a Request for Proposals (RFP) on December 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. 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 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 Department of Energy website for the full submission period, and was advertised in the New Hampshire Union Leader on December 10 – 13, 2021. All responses were due by January 18, 2022. The Department received eight (8) proposals requesting a total of \$2.524 million in grant funds for projects with combined estimated total project costs of \$17.591 million.

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

DOE Non-Residential Competitive Grant Program Scoring Team			
Initial Review Team			
Name	Position	Agency	Experience
Dcandra Perruccio	Administrator IV	Department of Energy	REC management
Tanya Wayland	Analyst III	Department of Energy	REC management
Azanna Wishart	Analyst II	Department of Energy	Renewable energy program management
Joe Fontaine	Technical Program Manager	Department of Environmental Services	Environmental compliance for REC facilities
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

It was determined that one (1) of the submitted proposals did not meet the basic eligibility requirements set forth in the RFP and it was therefore not scored. The initial review team scored the seven (7) remaining 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. As part of the evaluation process, applicants that received a score of 70 and over were interviewed by the initial review team. The initial review team interviewed three (3) applicants and assigned values for the factors outlined in the RFP which resulted in the final scores, ranks, and funding recommendations. Based on proposal scores and the program budget, the initial review team recommended funding the full requested amount of two (2) applicants and a reduced grant amount for one (1) applicant.

The Sustainable Energy Administrator submitted a funding recommendation memorandum and met with the second review team to brief them on the proposals and recommendations. The second review team was provided with project scores, descriptions, and recommendations for funding, and had an opportunity to ask questions. The second review team reviewed the initial recommendation to endorse grant awards for the three (3) highest scoring proposals; two (2) at their full request and one (1) proposal at a reduced grant amount based on total funding available for the program. The second review team approved grant funding for three (3) renewable energy projects in the total amount of \$750,000.

ATTACHMENT 2 SCORING CRITERIA, SCORES AND PROPOSED AWARDEES

Eight proposals were reviewed and scoring was completed by the DOE and DES staff evaluation team. The three highest-scoring proposals were selected for grant awards.

TABLE 1. RFP RESPONDANTS, SCORING CRITERIA, SCORES AND RANKING								
Scoring Criteria & Maximum Points	Cocheco Falls	310 Marlboro	Mid River	Garvin Falls	Jackson Mills	Waterloom One	Waterloom Two	Ridgeline
Grant \$/REC (Max. 25)	25	15	20	20	5	5	5	
Levelized Cost of Energy (LCOE) (Max. 20)	20	20	20	8	12	16	16	
Benefits to New Hampshire (Max. 20)	5	14	9	8	11	7	7	
Project Readiness and Community Support (Max. 15)	14	13	12	9	14	10	10	
Matching and Other Funding Sources (Max. 10)	5	8	5	6	8	2	2	
Environmental Benefits (Max. 10)	8	4	6	9	1	2	2	
TOTAL SCORE	77	74	72	60	51	42	42	Ineligible*
RANK	1	2	3	4	5	6	7	
	Recommended for Funding			Not Recommended for Funding				

* The submitted timeline for the Ridgeline project did not meet the project completion requirements specified within the RFP under section C Basic Eligibility Requirements. It is therefore ineligible.

ATTACHMENT 2 SCORING CRITERIA, SCORES AND PROPOSED AWARDEES

TABLE 2. PROPOSED GRANT AWARDEES							
Respondent	Town/City	Technology (Capacity)	Total Project Costs	Proposed Grant Funding	Annual Renewable Energy Certificates & Class	Cost Effectiveness (Grant \$ / 10yrs-REC)	Contract End Date
Cocheco Falls	Dover	Hydroelectric (440 kW)	\$606,710	\$200,000	2,000 Class IV	\$10.00	12/31/2024
Mad River Power Associates	Campden	Hydroelectric (766 kW)	\$300,060	\$250,000	1,327 Class IV	\$20.72	12/31/2024
310 Marlboro Street	Keene	Biomass Thermal (300 kW)	\$847,130	\$300,000	870 Class I Thermal	\$34.48	12/31/2024
TOTAL			\$1,753,900	\$750,000			

**Attachment 3
Mad River Power Associates, LLC
Facts and Figures**

Mad River Power Associates, LLC, owns Campton Hydro, a small existing hydroelectric dam with three generation units that is registered as a NH Class IV facility. They will replace one, and rebuild one, of the two turbine units in the powerhouse, which have been inoperable for multiple years, including the installation of a larger, adjustable blade turbine to more efficiently generate with the variable flows characteristic of the Mad River. The new unit will optimize efficiency across a broad range of flows. The rebuilt turbine and new turbines are expected to yield approximately 1,327 additional New Hampshire Class IV-RECs annually.

Facility Size: Hydroelectric Dam 766 kW

Grant Cost Effectiveness¹: \$20.72/REC (over 10 years)

Funding Analysis:

Total Project Cost:	\$500,060
Leveraged Funds:	\$250,060
Grant Amount:	\$250,000

Financial and Environmental Benefits:

Energy Generation:	1,327 MWh/year
Generation Value ⁱⁱ :	\$40,593/year REC sales
20-Year LCOE ⁱⁱⁱ :	\$0.040/kWh
Life Expectancy:	30 years
CO ₂ Avoided:	484 tons/year

Renewable Portfolio Standard RSA 362-F:1 Criteria:

- Generates 2,192 Class IV renewable energy certificates (RECs) per year
- Supports fuel diversity and keeps energy dollars in state
- Provides energy savings to the town of Campton businesses and residents.
- Reduces the amount of greenhouse gases, nitrogen oxides and particulate matter emissions compared to fuel oil; thereby improving air quality and public health

¹ The Department of Energy 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.

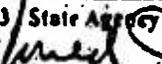
ⁱⁱ Generation value is based on the Alternative Compliance Payment (ACP) value for the project's estimated annual REC generation. The ACP rate for Class IV is \$30.59/MWh in 2022; therefore, 1,327 RECs/year is equivalent to \$40,593 in Generation Value.

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

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 New Hampshire Department of Energy		1.2. State Agency Address 21 South Fruit Street, Suite 10 Concord, NH 03301	
1.3. Grantee Name Med River Power Associates, LLC		1.4. Grantee Address 10 Roberts Lane Suite 201 Ridgefield CT 06877	
1.5. Grantee Phone # 518-657-9012	1.6. Account Number 18300000-500579	1.7. Completion Date 6/30/2024	1.8. Grant Limitation \$250,000
1.9. Grant Officer for State Agency Joshua W. Elliott		1.10. State Agency Telephone Number 603-271-3670	
If Grantee is a municipality or village district: "By signing this form we certify that we have complied with any public meeting requirements for acceptance of this grant, including if applicable RSA 91:95-b."			
1.11. Grantee Signature 1 		1.12. Name & Title of Grantee Signor 1 Ian Clark, Manager	
Grantee Signature 2		Name & Title of Grantee Signor 2	
Grantee Signature 3		Name & Title of Grantee Signor 3	
1.13. State Agency Signature(s) 		1.14. Name & Title of State Agency Signor(s) Jared S. Chicola, Commissioner	
1.15. Approval by Attorney General (Form, Substance and Execution) (If G & C approval required) By:  Assistant Attorney General, On: 6/1/2022			
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").

- agreed) of the undertaking or carrying out of each Project, shall participate in any liabilities existing in 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. **GRANTOR'S RELATION TO THE STATE.** In the performance of this Agreement the Grantor, its employees, and any subcontractor or subgrantee of the Grantor are in all respects independent contractors, and are neither agents nor employees of the State. Neither the Grantor 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, workers' compensation or emoluments provided by the State to its employees.
15. **ASSIGNMENT AND SUBCONTRACTS.** The Grantor 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 Grantor other than as set forth in Exhibit B without the prior written consent of the State.
16. **INDEMNIFICATION.** The Grantor 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 others, liabilities or penalties assessed 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 Grantor or subcontractor, or subgrantee or other agent of the Grantor. 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. **COVENANTS.**
- 17.1 The Grantor shall, at its own expense, obtain and maintain in force, or shall require any subcontractor, subgrantee or contractor 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 injury, death or property damage, in amounts not less than \$1,000,000 per occurrence and \$1,000,000 aggregate for bodily injury or death any one incident, and \$100,000 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 each entered in its business in the State of New Hampshire. Grantor shall furnish to the State, certificates of insurance for all (renewable) 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 provision 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 breach on the part of the Grantor.
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, 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 enforceable to the benefit of the parties and their respective successors and assigns. The captions and contents of the "subject" Matter 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.
24. **SPECIAL PROVISIONS.** The additional or modifying provisions set forth in Exhibit A hereto are incorporated as part of this Agreement.

EXHIBIT A
SPECIAL PROVISIONS

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

- \$1,000,000 for each occurrence
- \$1,000,000 personal & adv injury
- \$2,000,000 general aggregate
- \$300,000 damage to rented premises (each occurrence)
- \$500,000 medical expenses for any one person

The Grantee's parent company, Dichotomy Power LLC, provides statutory workers' compensation and employers' liability insurance coverage for operations and employees at the Project site located at 1257 Route 175 in Campton, New Hampshire.

EXHIBIT B

SCOPE OF SERVICES

In exchange for receiving grant funds in an amount not to exceed \$250,000 from the New Hampshire Department of Energy (Department), Mad River Power Associates, LLC (Grantee) agrees to replace one turbine unit and rebuild one turbine unit at the Mad River hydroelectric facility located at 1257 Route 175, Campton, New Hampshire. Specifically, the Grantee agrees to:

1. Replace one turbine unit with a new adjustable unit and rebuild one turbine unit to bring it back into service at the three unit powerhouse at the Mad River Hydroelectric facility located at 1257 Route 175 in Campton as described in Grantee's Proposal in response to Department RFP #2021-023; Grants for Renewable Energy Generation Projects in the Nonresidential Sector submitted on January 18, 2022 (the Proposal), including, but not limited to, the installation of the new turbine, the retrofit of the second turbine, 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 Department with reports and status updates as specified in the "Deliverables" section.
4. Submit a complete update to the current New Hampshire Class IV Renewable Energy Source Facility Registration, listing all changes to items outlined in Administrative Rules Puc 2505.02 to the Department.
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.

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	7/1/2022 - 9/30/2022	11/1/2022	Project progress, development and construction, significant accomplishments.
Report #2	10/1/2022 - 12/31/2022	2/1/2023	Same as above.
Report #3	1/1/2023 - 3/31/2023	5/1/2023	Same as above.
Report #4	4/1/2023 - 6/30/2023	8/1/2023	Same as above.
Report #5	7/1/2023 - 9/30/2023	11/1/2023	Same as above.
Report #6	10/1/2023 - 12/31/2023	2/1/2024	Same as above.
Report #7	1/1/2024 - 3/31/2024	5/1/2024	Same as above.
Report #7	4/1/2024 - 6/30/2024	8/1/2024	Same as above.
Annual Report	Calendar Years 2024 - 2032	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 2021-023, and updated contact information;
2. The quantity of electric energy produced by the Project, in kilowatt-hours equivalent generated, during the preceding calendar year;
3. The number of Class IV RECs produced during the preceding calendar year;
4. The number of Class IV 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.

EXHIBIT C

GRANT AMOUNT, TERMS AND METHODS OF PAYMENT

1. This grant agreement between the New Hampshire Department of Energy (Department) and Mad River Power Associates, LLC (Grantee) commences upon approval by the Governor and Executive Council and concludes on June 30, 2024.
2. In consideration of the satisfactory performance of the obligations described in Exhibit B, including the construction and installation of the Project (as defined in Exhibit B), as determined by the State, the State agrees to pay an amount not to exceed \$250,000 to the Grantee, pursuant to the terms and conditions specified in this Exhibit C.
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, 2022
Receipt of all deliveries, tools, equipment, and other materials necessary for rebuilding and fabrication of Unit 2.	December 31, 2022
Receipt of all deliveries, tools, equipment, and other materials necessary for installation of factory assembled Unit 1.	July 31, 2023

The Grantee shall use reasonable best efforts to achieve the foregoing milestones by the dates set forth in the table above. The Department may extend any of such specified dates 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 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. No more than 50% of the grant amount (i.e., \$125,000) will be reimbursed for materials and equipment expenditures prior to the commencement of substantial on-site Project work. The amount of \$25,000 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;

Grantee Initials IC
Date 1/11/23
Page 1 of 2

- (ii) the Project has commenced operation;
- (iii) the Grantee has submitted an update to their current registration as a New Hampshire Class IV eligible facility, deemed complete by the Department; and
- (iv) a site visit has been conducted by a member of the Department staff, if the Department 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 C.

6. Each reimbursement request shall provide a detailed listing of Project expenses incurred with supporting documentation. The Grantee shall document all Project expenditures for which reimbursement is requested with appropriate back-up documentation, including, but not limited to, receipts, invoices, bills, and other similar documents for all Project vendors, contractors, and subcontractors. 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 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 or rejected by the Administrator of Sustainable Energy 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 C 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-P: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 MAD RIVER POWER ASSOCIATES LLC is a New Hampshire Limited Liability Company registered to transact business in New Hampshire on September 06, 1984. 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: 70523

Certificate Number: 0005759137



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 14th day of April A.D. 2022.

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

David M. Scanlan
Secretary of State

Mad River Power Associates LLC

LLC Certification of Authority

I, Jonathan DiCesare, hereby certify that Ian Clark is the sole Manager of Mad River power Associates, a limited liability company under RSA 304-C.

I certify that he is authorized to bind the LLC and solely has that authority. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person listed above currently occupies the position indicated and that they have full authority to bind the LLC and that this authorization shall remain valid for thirty (30) days from the date of this Corporate Resolution.

Date: May 1, 2022

Signature



Jonathan DiCesare, Regulatory Manager

Mad River Power Associates, LLC



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/14/2022

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 Avril Insurance Agency, Inc. 423 New Karner Road Albany NY 12205	CONTACT NAME: Jen Conner PHONE: (518) 859-8106 FAX: (518) 859-4325 EMAIL: jconner@avrilins.com
INSURED Mad River Power Associates LLC c/o Oldenmy Capital LLC. 63 Deen Avenue Mahopac NY 10541-4710	INSURER(S) AFFORDED COVERAGE INSURER A: Central Mutual Insurance Company INSURER B: INSURER C: INSURER D: INSURER E:

COVERAGES CERTIFICATE NUMBER: Con 22/23 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.

ITEM #	TYPE OF INSURANCE	BOOK	FORM	POLICY NUMBER	POLICY EFF. DATE (MM/DD/YYYY)	POLICY EXP. DATE (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIM-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> IND. ACT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER			CLP 8680472	01/03/2022	01/03/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (EA OCCURRENCE) \$ 300,000 MED EXP (Any amt per person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP ADD \$ 2,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> RENTED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY						COMBINED SINGLE LIMIT (EA OCCURRENCE) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LMB <input type="checkbox"/> EXCESS LMB <input type="checkbox"/> CEO <input type="checkbox"/> RETIREMENT \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/HEALTHCARE/CLINIC OFFICE MEMBER EXCLUDED? (mandatory in NY) <input type="checkbox"/> YES <input type="checkbox"/> NO (if YES, describe scope of operations)						<input type="checkbox"/> PER STATUTE <input type="checkbox"/> PER POLICY P.L. EACH OCCUR \$ P.L. DISEASE - EA EMPLOYEE \$ P.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 104, Additional Remarks Schedule, may be attached if more space is required)

Subject to the conditions and exclusions of the policies.

CERTIFICATE HOLDER New Hampshire Department of Energy 21 South 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 <i>Roger Saddlemyre</i>
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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/14/2022

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 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 AP INTEGO INSURANCE GROUP, LLC 375 Woodcliff Dr. Suite 100 Fairport NY 14450	CONTACT NAME: AP Intego Insurance Group, LLC PHONE (A/C, H, F, O): 888-269-7939 FAX (A/C, H, F, O): EMAIL: cmts@apintego.com ADDRESS:
INSURED DICHOTOMY POWER LLC 347 Elm Ave Arden NH 03440	INSURER A: ACCO Assigned Risk INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES	CERTIFICATE NUMBER:	REVISION NUMBER:
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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	TYPE OF INSURANCE	MODELS	POLICY NUMBER	POLICY EFF	POLICY EXP	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PER <input type="checkbox"/> LOC					EACH OCCURRENCE \$ DAMAGE TO RENTED AUTOS (Per occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Per person) BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per person) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION <input type="checkbox"/>					EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS COMPENSATION AND EMPLOYERS LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICEMEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS HEREIN	T/R <input type="checkbox"/> N/A <input type="checkbox"/>	TARVT1039460-01	12/28/2021	12/28/2022	<input checked="" type="checkbox"/> NO STATE MANDATE E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

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

Coverage extends to operations and employees at location @ 1757 Route 175, Cannon, New Hampshire

CERTIFICATE HOLDER NH Department of Energy 21 South Fruit Street, Ste 10 Concord NH 03301	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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