

COMMISSIONER  
Jared S. Chicoine

DEPUTY COMMISSIONER  
Christopher J. Ellms, Jr.

STATE OF NEW HAMPSHIRE



DEPARTMENT OF ENERGY  
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5B  
JAN 28 2026

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January 28, 2026

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 enter into an amendment to an existing contract with Pine Gate Cooperative, Inc., Plymouth, NH, Vendor #496760, by extending the completion date from June 30, 2026, to December 31, 2026, and by amending the payment process, effective upon Governor and Executive Council approval. No additional funding is involved in this time extension. The original grant was approved by the Governor and Executive Council on June 12, 2024, Item #58 for \$400,000. **100% Other (Renewable Energy Fund).**

### EXPLANATION

With these funds, Pine Gate Cooperative, Inc. (Cooperative) will work with a developer to design and build a community solar facility. The Cooperative's program model is structured to maximize direct benefits to the LMI residents living in this resident-owned community. The Cooperative will own the array and residents will receive direct benefits from the energy generation. Due to supply chain issues, the project has encountered delays.

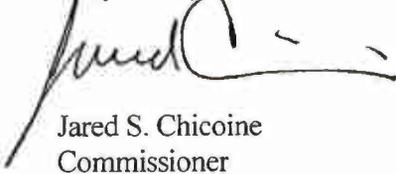
The existing payment process system requires the ROC to pay the solar developer first, then request reimbursement with the state. While this process works for most entities, most ROCs do not have this amount of cash on hand. In order to remedy this, the payment process established in the new Exhibit C will require a ROC to demonstrate they have a "cash need" as evidenced by an invoice from the installer. Safeguards include requiring a "zero" invoice from the ROC afterwards, showing the payment has been made before any subsequent payments are made. Further, should the ROC not abide by the requirements for this new process, it would revert to the traditional reimbursement process.

Pine Gate Cooperative, Inc. has asked for a grant extension in order to fully complete the project and receive all committed grant funds and a change in payment terms. The Department, therefore, is requesting a six-month, no-cost extension for Pine Gate Cooperative and approval of the revised Exhibit C with the amended payment process. All other provisions of the grant remain in effect pursuant to the approved contract.

Her Excellency, Governor Kelly A. Ayotte  
and the Honorable Council  
January 28, 2026  
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Your consideration of this request is appreciated.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Jared S. Chicoine", with a long horizontal flourish extending to the right.

Jared S. Chicoine  
Commissioner

**CONTRACT AMENDMENT #1**

This Contract Amendment (Amendment) is entered into by and between the State of New Hampshire, acting by and through the New Hampshire Department of Energy (Department), 21 S. Fruit Street, Ste. 10, Concord, NH 03301, (hereinafter referred to as State) and Pine Gate Cooperative, Inc., Plymouth, NH 03264 (hereinafter referred to as the Contractor), collectively referred to as (the Parties).

WHEREAS, the Parties have entered into a contract, approved by the Governor and Executive Council on June 12, 2024, Item #58 (hereinafter referred to as the Contract);

WHEREAS, the Parties desire to extend and amend the Contract as provided in this Amendment; and

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

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

1. **G-1 Grant Agreement Section 1.6, Completion Date:** Amend the Completion Date by deleting in its entirety and replacing with the following: December 31, 2026.
2. **Exhibit B, Scope of Services:** Amend Exhibit B to add three additional progress reports as follows:
  - a. Report #8 covering the period 4/1/2026 – 6/30/2026 with report due on 5/1/2026;
  - b. Report #9 covering the period 7/1/2026 – 9/30/2026 with report due on 8/1/2026;
  - c. Report #10 covering the period 10/1/2026 – 12/31/2026 with report due on 2/1/2027;
3. **Exhibit C – Contract Amount, Terms and Methods of Payment:** Amend by deleting Exhibit C in its entirety and replacing with a new Exhibit C.
4. **This Amendment hereunder shall become effective upon approval by the New Hampshire Governor and Executive Council.**
5. **Except as specifically amended and modified by the terms and conditions of this Amendment, the Contract and the obligations of the Parties hereunder, shall remain in full force and effect with the terms and conditions set forth herein.**

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

Contractor's Initials \_\_\_\_\_  
Date \_\_\_\_\_

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SE AC  
12/23 12/23

Pine Gate Cooperative, Inc.

By: St East President  
Print Name and Title Steven Eastman

Date: 12/23/05

By: Andres Charbonneau Treasurer Date: 10/23/25  
Print Name and Title

**STATE OF NEW HAMPSHIRE**  
**Department of Energy**

[Signature]  
Jared S. Chicoine, Commissioner

Date: 1/8/2026

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

[Signature]  
Print Name and Title

Date: 1/7/2026

Joshua Harrison, Asst. Atty. General

**Approval by the Governor and Executive Council**

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

G&C Item #: \_\_\_\_\_

Contractor's Initials \_\_\_\_\_  
Date \_\_\_\_\_

SE AC  
12/23 12/23

**AMENDED EXHIBIT C**

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

1. This Amended Exhibit C becomes effective upon approval by New Hampshire Governor and Executive Council (Governor and Executive Council) and concludes on December 31, 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 Pine Gate Cooperative, Inc. (Grantee) to perform certain obligations after December 31, 2026, (as detailed in Exhibit B), the State agrees to pay an amount not to exceed \$400,000 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:

Collect current income surveys from Pine Gate Cooperative, Inc. residents; confirm to the Department that low-moderate income participants will receive a minimum of 75% of the project's net revenue benefits.	August 31, 2024
Obtain system upgrade cost estimates from utility and report to Department to ensure project can move forward within budget.	September 30, 2024
All participants identified, majority LMI participants confirmed, and the total projected load of enrolled participants projected to offset the total generation output of the Project.	October 31, 2024
Execution of group net metering agreement by all necessary action between the Grantee and participating cooperative residents.	November 30, 2024
Confirm net direct benefits to LMI participants, and notify Department of any changes in projected net direct benefit amounts, prior to commencing construction.	November 30, 2024
Receipt of all federal, state, and local permits, licenses, consents, and approvals required for construction, installation, and operation of the Project.	December 31, 2024

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 or advance payment requests shall cover only the costs of labor already performed and 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. Grantee's reimbursement or advance payment requests shall not include the costs of any deposits or prepayments for labor or 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. Payment to the Grantee, if necessary, may be advanced to the Grantee but must be limited to the minimum amounts needed and be timed with actual, immediate cash requirements of the Grantee to pay one or more invoices that have been submitted to the Department.

- (i) Advance payment requests must be accompanied by the invoice(s) for which advance payment is being requested, reviewed as required by paragraph 6 and supported as required by paragraphs 7 and 8 below.
  - a. Any funds advanced shall be disbursed by the Grantee to pay the invoice(s) submitted to the Department within 30 days of the Department's advancement of funds.
- (ii) Grantee shall provide documentation showing that funds were disbursed within 30 days of the Department's advancement of funds as required by subparagraph 5(ii) above, which documentation may consist of a paid invoice or invoices.
- (iii) The Grantee shall maintain a separate account for advance funds unless using a third-party management company.
  - a. Bank statements of this account must be provided by the 30<sup>th</sup> of each month.
  - b. Bank statements demonstrating interest accrued of any amount above \$500 must be returned to the State.
  - c. The Grantee shall not enable use of a sweep account to move unexpended funds.
- (iv) This includes expenses incurred by subcontractors employed on construction projects funded through the grant.

Advance payment is contingent upon all conditions being met, failure to meet conditions would result in the use of cost-reimbursement requests only.

6. Grantee shall receive and review final invoices evidencing the full costs of design, development, procurement, construction, and installation of the Project from Barrington Power, LLC and/or its vendors and subcontractors. Following approval by the Grantee of submitted invoices, Grantee shall submit reimbursement or advance payment 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 or advance payment requests shall be submitted not more frequently than once per month. The amount of \$40,000 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) Grantee has submitted an application to New Hampshire Electric Cooperative for Group Net Metering registration and supplied the Department with confirmation of receipt; and
- (v) 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.

- Each reimbursement or advance payment request shall provide a detailed listing of project expenses incurred with supporting documentation. Grantee shall document all project expenditures for which reimbursement or advance payment 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.
- 8. Each reimbursement or advance payment 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.
- 9. Reimbursement or advance payment 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 State.
- 10. 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.
- 11. The Department agrees to make payment to Grantee within 30 days after the approval of reimbursement or advance payment requests as described in paragraph 9 above and submitted in compliance with this Exhibit C and the grant agreement General Provisions.

12. 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 PINE GATE COOPERATIVE, INC. is a New Hampshire Consumer Cooperative registered to transact business in New Hampshire on September 06, 2018. 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: **802642**

Certificate Number: **0007345527**



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 December A.D. 2025.

A handwritten signature in black ink, appearing to read "D. Scanlan", is written over a faint circular stamp.

David M. Scanlan  
Secretary of State

**Pine Gate Cooperative, Inc.**  
**Certificate of Authority**

On December 16, 2024, the Membership of the Pine Gate Cooperative, Inc. (the "Cooperative") passed a unanimous resolution (the "Resolution") by majority vote, in accordance with section 5.1 C of the Cooperative's By-Laws, authorizing the Cooperative's President and Treasurer to execute contracts for grant funding with the State of New Hampshire in the name of and on behalf of the Cooperative, as authorized by the members, and the execution of any such contract or obligation in the Cooperative's name on its behalf by those authorized individuals shall be valid and binding on the Cooperative.

At that meeting, the Cooperative's members voted to proceed with the community solar project and to authorize the Cooperative's Board of Directors to approve the execution of all agreements and authorizations necessary to complete the project, including specifically authority<sup>7</sup> to enter into an agreement with the State of New Hampshire to accept grant funding from the Renewable Energy Fund.

We hereby certify that Steven Eastman is the duly elected President of the Cooperative, and that Andrea Charbonneau is the duly elected Treasurer of the Cooperative. Neither the vote of the Board of Directors nor the vote of the Cooperative's members, as referenced above, has been amended, modified, revoked, or rescinded and both such votes remain in full force and effect as of the date of this certification.

Date: 12/23/2025

<p><u>Larry Charbonneau</u> Larry Charbonneau - Vice President</p> <p><u>Dawn Miller</u> Dawn Miller - Secretary</p>
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