

COMMISSIONER  
Jared S. Chicoine

STATE OF NEW HAMPSHIRE

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DEPUTY COMMISSIONER  
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JAN 28 2026

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

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 amend an existing contract with Soda Brook Cooperative Inc. (Soda Brook), Northfield, NH, Vendor #159280, by amending the payment process, effective upon Governor and Executive Council approval through May 31, 2027. There is no time extension or additional funding added to this amendment. The original contract was approved by Governor and Council on May 21, 2025, Item #53 in the amount of \$389,076. **100% Other Funds (Renewable Energy Fund).**

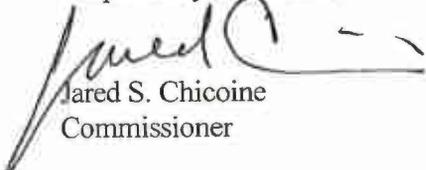
### EXPLANATION

With these funds, Soda Brook will work with a developer to design and build a ground-mount solar installation. Soda Brook's program model is structured to maximize direct benefits to the LMI residents living in this resident owned manufactured housing community (ROC). Soda Brook will own the panels, and participating residents will receive direct benefits as an annual lot rent credit.

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.

Soda Brook Cooperative Inc. has asked for a change in payment terms. The Department, therefore, is requesting approval of the revised Exhibit C which amends the payment process. All other provisions of the grant remain in effect pursuant to the approved contract.

Respectfully submitted,

  
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 Soda Brook Cooperative, Inc., Northfield, NH, 03276 (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 May 21, 2025, Item #53 (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. Exhibit C – Contract Amount, Terms and Methods of Payment: Amend by deleting Exhibit C in its entirety and replacing with a new Exhibit C.
2. This Amendment hereunder shall become effective upon approval by the New Hampshire Governor and Executive Council.
3. 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.

**Soda Brook Cooperative, Inc.**

By: Mendy Cheng, Treasurer  
Print Name and Title

Date: 12/9/25

By: Cond Kozaie, Secretary  
Print Name and Title

Date: 12/9/25

**STATE OF NEW HAMPSHIRE  
Department of Energy**

  
\_\_\_\_\_  
Jared S. Chicoine, Commissioner

Date: 12/23/25

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

  
\_\_\_\_\_  
Print Name and Title

Date: 1/8/2026

Joshua Harrison, Asst. Atty. General

**Approval by the Governor and Executive Council**

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

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

**AMENDED EXHIBIT C**

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

1. This Amended Exhibit C becomes effective upon approval by the New Hampshire Governor and Executive Council (Governor and Executive Council) and concludes on May 31, 2027.
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 Soda Brook Cooperative Inc. (Grantee) to perform certain obligations after May 31, 2027 (as detailed in Exhibit B), the State agrees to pay an amount not to exceed \$389,076 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 Soda Brook Cooperative Inc. residents; confirm to the Department that low-moderate income participants will comprise the majority of group members.	December 31, 2025
Obtain system upgrade cost estimates from utility and report to Department to ensure project can move forward within budget. Confirm to the Department that funding obtained to cover upgrade costs.	March 31, 2026
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.	December 31, 2025
Execution of group net metering agreement by all necessary action between the Grantee and participating cooperative residents.	December 31, 2025
Confirm net direct benefits to LMI participants, and notify Department of any changes in projected net direct benefit amounts, prior to commencing construction.	March 31, 2026
Receipt of all federal, state, and local permits, licenses, consents, and approvals required for construction, and installation of the project.	March 31, 2026

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 project site and incorporated into or to be incorporated into the project and only labor costs directly related to the design, construction and installation of the project. Grantee's reimbursement 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) Any funds advanced shall be disbursed by the Grantee to pay the invoice(s) submitted to the Department within 30 days from the Department's advancement of funds.
  - (iii) 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.
    - a. The Grantee shall maintain a separate account for advance funds unless using a third-party management company.
    - b. Bank statements of this account must be provided by the 30th of each month.
    - c. Bank statements demonstrating interest accrued of any amount above \$500 must be returned to the State.
    - d. 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 may 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 \$38,907 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 deemed complete by the Department for Group Net Metering registration; 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.

7. 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 Department.
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 requests as described in paragraph 8 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 SODA BROOK COOPERATIVE, INC. is a New Hampshire Consumer Cooperative registered to transact business in New Hampshire on February 13, 2001. 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: **370184**

Certificate Number: **0007339521**



IN TESTIMONY WHEREOF,  
I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 4th day of December A.D. 2025.

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

David M. Scanlan  
Secretary of State

Soda Brook Cooperative, Inc.  
Certificate of Vote and Authority

I hereby certify that on April 9, 2025, the Board of Directors of the Soda Brook Cooperative, Inc. (the "Cooperative") passed a unanimous resolution (the "Resolution") by an Action without Meeting, in accordance with sections 6.3B, 8.6A and 10.1 of the Cooperative's By-Laws, authorizing any two members of the Cooperative's Board of Directors 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.

I further certify that that Resolution was passed under the authority given to the Board of Directors by the Cooperative's members pursuant to a majority vote of the members at a properly called membership meeting held on December 15, 2024, pursuant to sections 5.1 and 6.3C of the Cooperative's By-Laws. 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 select a solar contractor, submit a grant application with the State of New Hampshire, and if the grant funding is awarded to enter into all agreements and take all steps necessary to implement the Soda Brook community solar project, and appointed the Cooperative's President, Todd Shatswell, Treasurer, Wendy Cheney and Secretary, Carol Beattie as signatories.

I further certify that I am the duly elected Secretary of the Cooperative, that Todd Shatswell is the duly elected President of the Cooperative, and that Wendy Cheney 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 a ended, modified, revoked, or rescinded, and both such votes remain in full force and effect as of the date of this certification.

Carol Beattie, Secretary

12/5/25

Carol Beattie, Secretary

December 4, 2025

