

JAN 28 2026

JK

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

Tel. (603) 271-3670

FAX No. 271-1526

Website:
www.energy.nh.gov

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 grant agreement (PO# 1078442) with Aberdeen West Cooperative, Inc., Vendor #347435, by extending the completion date from June 30, 2026, to May 31, 2027, 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 February 17, 2021, Item #44 for \$253,827. A grant amendment was approved by the Governor and Executive Council on June 1, 2022, Item #5C, which extended the grant expiration date by 12 months from June 30, 2022 to June 30, 2023. A grant amendment was approved by the Governor and Executive Council on June 14, 2023, Item #5F, which extended the grant expiration date by 12 months from June 30, 2023 to June 30, 2024. A grant amendment was approved by the Governor and Executive Council on June 12, 2024, Item #5F, which extended the grant expiration date to June 30, 2026. **100% Other Funds (Renewable Energy Fund).**

EXPLANATION

With the grant funds, Aberdeen West Cooperative, Inc. will work with a developer to design and build a community solar project at its resident-owned manufactured home community as necessary to provide direct benefits from the energy generation to residents. Due to unexpected delays in the local permitting process, the project has encountered delays.

Aberdeen West Cooperative, Inc. has asked for a grant extension in order to fully complete the project and receive all committed grant funds. The Department, therefore, is requesting an 11-month, no-cost extension for Aberdeen West Cooperative. All other provisions of the grant remain in effect pursuant to the approved contract.

Your consideration of this request is appreciated.

Respectfully submitted,

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

Jared S. Chicoine
Commissioner

**STATE OF NEW HAMPSHIRE
and
Aberdeen West Cooperative, Inc.**

CONTRACT AMENDMENT #4

This Amendment (hereinafter called the "Amendment") is by and between the State of New Hampshire, acting by and through its Department of Energy (Department), 21 S. Fruit St., Ste. 10, Concord, NH 03301 (hereinafter referred to as the "State"), and Aberdeen West Cooperative, Inc. (hereinafter referred to as the "Grantee"), collectively referred to herein as the "Parties."

WHEREAS, pursuant to an Agreement (hereinafter called the "Agreement") approved by the Governor and Executive Council on February 17, 2021 as Item #44, and amended on June 1, 2022 as Item #5C, amended on June 14, 2023 as Item #5F, and amended on June 12, 2024 as Item #5F, the Grantee agreed to install a 90.06 kW DC ground-mounted solar photovoltaic system located at the Aberdeen West Cooperative, Inc. resident-owned community (Community) located on Aberdeen Drive in Stratham, 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. G-1 Grant Agreement Section 1.6, Completion Date: Amend the Completion Date by deleting in its entirety and replacing with the following: May 31, 2027.
2. Exhibit A, Scope of Services: Amend Exhibit A to add four additional progress reports as follows:
 - a. Report #18 covering the period 7/1/2026 – 9/30/2026 with report due on 11/1/2026;
 - b. Report #19 covering the period 10/1/2026 – 12/31/2026 with report due on 2/1/2027;
 - c. Report #20 covering the period 1/1/2027 – 3/31/2027 with report due on 5/1/2027;
 - d. Report #21 covering the period 4/1/2027 – 6/30/2027 with report due on 8/1/2027;

Grantee Initials

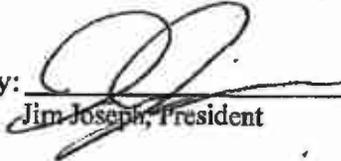
Date


5/14/25
Page 1 of 2

3. Exhibit B – Contract Amount, Terms and Methods of Payment: Amend by deleting Exhibit B in its entirety and replacing with a new Exhibit B.
4. Effective Date of Amendment: This Amendment shall take effect upon approval by the New Hampshire 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 as of the dates written below.

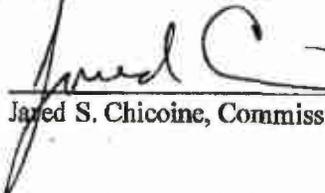
Aberdeen West Cooperative, Inc.

By: 

 Jim Joseph, President

Date: 12/4/25

**STATE OF NEW HAMPSHIRE
 Department of Energy**



 Jared S. Chicoine, Commissioner

Date: 12/9/25

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



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

Date: 1/7/2026

Approval by the Governor and Executive Council:

G&C Meeting Date: _____

G&C Item #: _____

Grantee Initials 
 Date 12/4/25
 Page 2 of 2

AMENDED EXHIBIT B

GRANT AMOUNT, TERMS, AND METHODS OF PAYMENT

1. This Amended Exhibit B becomes effective upon approval by 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 A, including the construction and installation of the project and the agreement of Aberdeen West 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 \$253,827 to Grantee pursuant to the terms and conditions specified in this Exhibit B.
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:

Resolution of decommissioning bond to the Town of Stratham, and notify Department of any impact to participant net benefits. Resolution with the Town of Stratham whether the Project qualifies for a solar property tax exemption, and notify the Department of any impact to participant net benefits.	December 31, 2025
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.	November 30, 2025
Confirm net direct benefits to LMI participants, and notify Department of any changes in projected net direct benefit amounts, prior to commencing construction.	December 31, 2025
Receipt of all federal, state, and local permits, licenses, consents, and approvals required for construction, installation, and operation of the Project.	March 31, 2025

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

4. Grantee's reimbursement 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 for this account must be provided by the 30th 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 KW Management 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 \$25,382.70 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); and
- (iv) a site visit has been conducted by a member of the Department staff, if the Department deems a site visit necessary.

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

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 A, and the reimbursement terms and conditions of this Exhibit B, 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 B 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 ABERDEEN WEST COOPERATIVE, INC. is a New Hampshire Consumer Cooperative registered to transact business in New Hampshire on February 04, 2009. 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: **608108**

Certificate Number: **0007339587**



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 "D. Scanlan", is written over a faint circular stamp.

David M. Scanlan
Secretary of State

Aberdeen West Cooperative, Inc.
Certificate of Authority

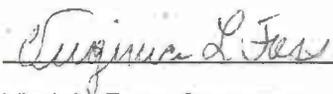
On May 20, 2020, the Board of Directors of Aberdeen West Cooperative, Inc. (the "Cooperative") passed a unanimous resolution (the "Resolution") by an Action without Meeting, in accordance with sections 7.6, 8.6A, and 10.1, of the Cooperative's By-Laws, authorizing the President of the Cooperative's Board of Directors, together with one of either the Treasurer or the Secretary of the Cooperative's Board of Directors, to execute contracts with the State of New Hampshire in the name of and on behalf of the Cooperative, and such execution of any such contract or obligation in the Cooperative's name on its behalf by such officers shall be valid and binding on the Cooperative.

That Resolution was passed under the authority given to the Board of Directors by the Cooperative's members pursuant to a Ballot to Vote issued to the Cooperative's members on May 15, 2020 in accordance with sections 5.1F, 6.3C, and 8.6A of the Cooperative's Bylaws. The Cooperative's members voted unanimously to proceed with a community solar project and to authorize the Cooperative's Board of Directors to enter into all agreements and authorizations necessary to complete the project, including authority to enter into an agreement to accept grant funding from the Renewable Energy Fund.

In accordance with the authorizations described above, on January 17, 2021, the President of the Cooperative's Board of Directors executed a grant agreement on behalf of the Cooperative with the New Hampshire Public Utilities Commission (PUC) to accept grant funding from the Renewable Energy Fund for the community solar project. In May 2022, the Cooperative agreed to extend the completion date for the project under said grant funding agreement, pursuant to an amendment thereto executed with the New Hampshire Department of Energy as successor for that purpose to the PUC. The Cooperative's agreement to extend the completion date for the project under said grant funding agreement pursuant to an amendment thereto was within the scope of the authorizations described above. The Cooperative's current agreement to further extend the completion date for the project under said grant funding agreement pursuant to a second amendment thereto executed with the New Hampshire Department of Energy is within the scope of the authorizations described above.

I hereby certify that I am the Secretary of the Cooperative and that Jim Joseph is the duly elected President of the Cooperative's Board of Directors. Neither the vote of the Board of Directors nor the vote of the Cooperative's members, as such authorizations are 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. I further certify that the Bylaws of the Cooperative have not changed since the date of the original authorization or the date of the amendment to the grant funding agreement described above.

Date: December 8, 2025



Virginia Foss, Secretary

