

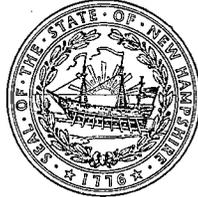
THE STATE OF NEW HAMPSHIRE

86A JAR

CHAIRMAN
Martin P. Honigberg

COMMISSIONERS
Kathryn M. Bailey
Michael S. Giaimo

EXECUTIVE DIRECTOR
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PUBLIC UTILITIES COMMISSION
21 S. Fruit Street, Suite 10
Concord, N.H. 03301-2429

May 23, 2018

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 Public Utilities Commission (Commission) to award grant funds in the amount of \$86,721 to NH Solar Shares LLC, vendor number pending, to install and operate a ground-mount solar array that will benefit low and moderate income (LMI) community solar participants, from Governor and Council approval through June 30, 2019. Funding is 100% Renewable Energy Funds, a non-lapsing special fund appropriated to the Commission pursuant to RSA 362-F:10.

02-81-81-811510-54540000 Renewable Portfolio Standard 362-F:10

	FY2018	Total
010-081-54540000-073-500579 Grants to Institutions – State	\$86,721	\$86,721

EXPLANATION

Pursuant to RSA 362-F:10, the Commission is charged with administering the Renewable Energy Fund (REF), the purpose of which is to support thermal and electrical renewable energy initiatives. On March 23, 2018, the Commission issued a Request for Proposals (RFP) pursuant to RSA 362-F:10, X which requires the Commission to use “no less than 15 percent of the funds shall annually benefit low-moderate income residential customers, including, but not limited to, the financing or leveraging of financing for low-moderate income community solar projects in manufactured housing communities or in multi-family rental housing.”

The Commission received five (5) proposals requesting a total of \$680,675 in funds in response to the RFP. NH Solar Shares LLC and two (2) others have been selected to receive a total of \$404,721 in this funding round. Attachment A provides additional information on the grant review and award process and Attachment B provides a summary of all 2018 competitive LMI grant awards.

With these funds, NH Solar Shares LLC will install and operate a solar PV system in Plymouth. The PV system will provide electricity to LMI participants in the Plymouth area. Attachment C, Project and Program Overview, provides a description of the project and summarizes the direct net benefits provided to LMI residential customers.

The grant is contingent on sufficient REF funds being available upon the effective date of the grant agreement. These funds have already been allocated to this RFP round 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,



Martin P. Honigberg
Chairman

Attachments:

Agreement with Exhibits

Attachment A – 2018 Grant Review Process

Attachment B - Table of 2018 REF LMI Grant Awards

Attachment C - Project and Program Overview

ATTACHMENT A – 2018 GRANT REVIEW PROCESS

The Public Utilities Commission (PUC) issued a Request for Proposals (RFP) on March 23, 2018, for community solar photovoltaic (PV) projects providing direct benefits to low and moderate income (LMI) residential electric customers. The RFP required that a project being proposed must result in quantifiable direct benefits to a minimum of three LMI participants. Pursuant to RSA 362-F:10, X “ no less than 15 percent of the funds shall annually benefit low-moderate income residential customers, including, but not limited to, the financing or leveraging of financing for low-moderate income community solar projects in manufactured housing communities or in multi-family rental housing.” The RFP and awarded projects will meet the statutory requirement for fiscal year 2018.

The RFP was widely circulated electronically to members of the Energy Efficiency and Sustainable Energy Board (EESB Board); the service list for Docket DE 17-172 Development of Renewable Energy Fund Programs for LMI Residential Customers Under SB129 of 2017; the service list and Interested Parties in PUC Dockets DE 10-212, DE 15-302, and DE 10-024. The RFP was posted on the PUC website for the full submission period, and was advertised in the New Hampshire Union Leader on March 27, 28, and 29, 2018. All responses were due by April 17, 2018. The Commission received five (5) proposals requesting a total of \$680,675 in grant funds for projects with a combined estimated project value of \$1.2 million.

The PUC employed a two-tier grant review process to evaluate the proposals. The initial review team consisted of three PUC Staff, including Stephen Eckberg (Analyst, Sustainable Energy Division), Tanya Wayland (Analyst, Sustainable Energy Division) and Amanda Noonan (Director, Consumer Services and External Affairs). The second tier review team consisted of the PUC Commissioners: Chairman Martin Honigberg; Commissioner Kathryn Bailey, and Commissioner Michael Giaimo. The RFP and review proposal was overseen by Karen Cramton, Director of the Sustainable Energy Division.

The initial review team scored all proposals using the scoring criteria set forth in the RFP with the quantified direct net benefit to LMI participants receiving the highest scoring weight. The team scored all proposals using the pre-published scoring criteria developing a score for each proposal from 0-100 points. Following the initial scoring, the team reached out to applicants with clarification questions. The review team then finalized scores, ranks, and funding recommendations.

Staff met with the Commissioners to brief them on the committee’s recommendations. The Commissioners were provided with project descriptions for those projects recommended for funding and had an opportunity to ask questions of Staff. The Commissioners approved the review team’s recommendations to award grant funds for three (3) community solar projects totaling \$404,721.

Attachment B
Low-Moderate Income Community Solar PV Competitive Grant Awards
2018

Proposed Grantee	Town/City	Total Project Costs	Grant Funding	Total Projected Annual Benefits	Number of LMI Participants	Contract End Date
Laconia Area Community Land Trust Inc.	Laconia	\$275,398	\$150,000	\$7,741	12	6/30/2019
Mascoma Meadows Cooperative Inc.	Lebanon	\$300,000	\$168,000	\$16,800	39	6/30/2019
NH Solar Shares LLC	Plymouth	\$133,417	\$86,721	\$2,820	10	6/30/2019
TOTAL			\$404,721		61	

Attachment C
New Hampshire Solar Shares LLC
Project and Program Overview

NH Solar Shares LLC is a not-for-profit charitable program recently established to build community solar PV arrays to benefit local low moderate income (LMI) families through a “solar share” credit on their electric bill. This credit, otherwise known as “Solar Shares,” will appear on the LMI participant’s electric bill and will directly reduce each LMI participant’s monthly electric bill by \$22 to \$25. These benefits reflect 85-100% of the solar production.

Leveraged funding was provided by private donations from the community to support this project. This is the first project of its kind in New Hampshire to work in collaboration with the electric distribution utility, New Hampshire Electric Cooperative, providing direct on-bill credits.

Participants will be community members recruited by an advisory committee made up of low income community support professionals. Participants are asked to successfully complete the Energy Education Program.

A community solar “garden” will be developed at the Frosty Scoops Ice Cream stand, on space donated by the Common Man Family of Restaurants. The project will consist of both roof-mounted arrays on top of picnic pavilions and ground-mounted arrays that are adjacent to a nature path. The pathway will be lined with signage highlighting educational energy facts.

Direct LMI Benefits:

Number of LMI Participants:	10
Annual Estimated Savings per Participant:	\$ 282
Total Projected Annual Savings:	\$ 2,820

Project Technical Specifications:

Nameplate Rating: 28.8 kW_{DC} (26.1 kW_{AC}) Photovoltaic System
Projected Energy Generation: 34,523 kilowatt hours per year

Funding Analysis:

Total Project Cost:	\$ 133,417
Grant Amount:	\$ 86,721
Leveraged Funds:	\$ 46,696

Other Benefits:

- Warranty includes 5 year labor warranty, 25 year inverter & module warranty
- System life expectancy of 30+ years
- System will generate 34 Class II renewable energy certificates (RECs) per year
- Supports fuel diversity & keeps energy dollars in state
- Reduces the amount of greenhouse gases, nitrogen oxides and particulate matter emissions; thereby improving air quality and public health

May 1, 2018

RFP #2018-003

**NEW HAMPSHIRE PUBLIC UTILITIES COMMISSION
REQUEST FOR PROPOSALS**

Renewable Energy Fund

Grants for Community Solar Photovoltaic (PV) Projects
Providing Direct Benefits to Low and Moderate Income Residential Electric Customers

Proposals in response to RFP 2018-003 were due on April 18, 2018 by 12 noon.

Five proposals were received.

Rankings are:

Lakes Region Community Land Trust, Inc. (d/b/a Lakes Region Community Developers)
Mascoma Meadows Cooperative, Inc.
NH Solar Shares
Tuftonboro Community Solar Project
Norwich Solar Technologies

3. EFFECTIVE DATE: COMPLETION OF PROJECT

- 3.1. This Agreement, and all obligations of the parties hereunder, shall become effective on the date in block 1.5 or on the date of approval of this Agreement by the Governor and Council of the State of New Hampshire whichever is later (hereinafter referred to as "the effective date").
- 3.2. Except as otherwise specifically provided for herein, the Project, including all reports required by this Agreement, shall be completed in its entirety prior to the date in block 1.6 (hereinafter referred to as "the Completion Date").
4. GRANT AMOUNT: MANNER OF PAYMENT: LIMITATIONS
- 4.1. The Grant Amount is identified and more particularly described in EXHIBIT B, attached hereto.
- 4.2. The manner of, and schedule of payment shall be as set forth in EXHIBIT B.
- 4.3. In accordance with the provisions set forth in EXHIBIT B, and in consideration of the satisfactory performance of the Project, as determined by the State, and as limited by subparagraph 4.5 of these general provisions, the State shall pay the Grantee the Grant Amount. The State shall withhold from the amount otherwise payable to the Grantee those sums required, or permitted, to be withheld pursuant to N.H. RSA 80:7 through 7-c.
- 4.4. The payment by the State of the Grant amount shall be the only, and the complete payment to the Grantee for all expenses, of whatever nature, incurred by the Grantee in the performance hereof, and shall be the only, and the complete, compensation to the Grantee for the Project. The State shall have no liabilities to the Grantee other than the Grant Amount.
- 4.5. Notwithstanding anything in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made, hereunder exceed the Grant limitation set forth in block 1.8 of these general provisions.
5. SPECIAL CONDITIONS. Modifications to these General Conditions and any additional grant conditions shall be set forth in Exhibit C attached hereto.
6. COMPLIANCE BY GRANTEE WITH LAWS AND REGULATIONS. In connection with the performance of the Project, the Grantee shall comply with all applicable statutes, regulations, and orders of federal, state, county, or municipal authorities that impose any legal obligations or duty upon the Grantee, including the acquisition of any and all necessary permits.
7. RECORDS AND ACCOUNTS
- 7.1. Between the Effective Date and the date seven (7) years after the Completion Date the Grantee shall keep detailed accounts of all expenses incurred in connection with the Project, including, but not limited to, costs of administration, transportation, insurance, telephone calls, and clerical materials and services. Such accounts shall be supported by receipts, invoices, bills and other similar documents.
- 7.2. Between the Effective Date and the date seven (7) years after the Completion Date, at any time during the Grantee's normal business hours, and as often as the State shall demand, the Grantee shall make available to the State all records pertaining to matters covered by this Agreement. The Grantee shall permit the State to audit, examine, and reproduce such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, data (as that term is hereinafter defined), and other information relating to all matters covered by this Agreement. As used in this paragraph, "Grantee" includes all persons, natural or fictional, affiliated with, controlled by, or under common ownership with, the entity identified as the Grantee in block 1.3 of these general provisions.
8. PERSONNEL
- 8.1. The Grantee shall, at its own expense, contract for or provide all personnel necessary to perform the Project. The Grantee warrants that all personnel engaged in the Project shall be qualified to perform such Project, and shall be properly licensed and authorized to perform such Project under all applicable laws.
- 8.2. The Grantee shall not hire, and it shall not permit any subcontractor, subgrantee, or other person, firm or corporation with whom it is engaged in a combined effort to perform the Project, to hire any person who is a State officer or employee, elected or appointed.
- 8.3. The Grant Officer shall be the representative of the State hereunder. In the event of any dispute hereunder, the interpretation of this Agreement by the Grant Officer, and his/her decision on any dispute, shall be final.
9. DATA: RETENTION OF DATA: ACCESS
- 9.1. As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs or data, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.
- 9.2. Between the Effective Date and the Completion Date the Grantee shall grant to the State, or any person designated by it, unrestricted access to all data for examination, duplication, publication, translation, sale, disposal, or for any other purpose whatsoever.

- 9.3. No data shall be subject to copyright in the United States or any other country by anyone other than the State, unless otherwise specified in Exhibit C.
10. CONDITIONAL NATURE OF AGREEMENT. Notwithstanding anything in this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability or continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available or appropriated funds. In the event of a reduction or termination of those funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Grantee notice of such termination.
11. EVENT OF DEFAULT: REMEDIES
- 11.1. Any one or more of the following acts or omissions of the Grantee shall constitute an event of default hereunder (hereinafter referred to as "Events of Default"):
- 11.1.1. failure to perform the Project satisfactorily or on schedule; or
- 11.1.2. failure to submit any report required hereunder; or
- 11.1.3. failure to maintain, or permit access to, the records required hereunder; or
- 11.1.4. failure to perform any of the other covenants and conditions of this Agreement.
- 11.2. Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:
- 11.2.1. give the Grantee a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Grantee notice of termination; and
- 11.2.2. give the Grantee a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the Grant Amount which would otherwise accrue to the grantee during the period from the date of such notice until such time as the State determines that the Grantee has cured the Event of Default shall never be paid to the Grantee; and
- 11.2.3. set off against any other obligation the State may owe to the Grantee any damages the State suffers by reason of any Event of Default; and
- 11.2.4. treat the agreement as breached and pursue any of its remedies at law or in equity, or both.
12. TERMINATION
- 12.1. In the event of any early termination of this Agreement for any reason other than the completion of the Project, the Grantee shall deliver to the Grant Officer, not later than fifteen (15) days after the date of termination, a report (hereinafter referred to as the "Termination Report") describing in detail all Project Work performed, and the Grant Amount earned, to and including the date of termination.
- 12.2. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a termination Report by the State shall entitle the Grantee to receive that portion of the Grant amount earned to and including the date of termination.
- 12.3. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall in no event relieve the Grantee from any and all liability for damages sustained or incurred by the State as a result of the Grantee's breach of its obligations hereunder.
- 12.4. Notwithstanding anything in this Agreement to the contrary, either the State or, except where notice default has been given to the Grantee hereunder, the Grantee, may terminate this Agreement without cause upon thirty (30) days written notice.
13. CONFLICT OF INTEREST. No representative, officer, member or employee of the Grantee, and no representative, officer or employee of the State of New Hampshire or of the governing body of the locality or localities in which the Project is to be performed, who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of such Project, shall participate in any decision relating to this Agreement which affects his or her personal interest or the interest of any corporation, partnership, or association in which he or she is directly or indirectly interested, nor shall he or she have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.
14. GRANTEE'S RELATION TO THE STATE. In the performance of this Agreement the Grantee, its employees, and any contractor, subcontractor or subgrantee of the Grantee are in all respects independent contractors, and are neither agents nor employees of the State. Neither the Grantee nor any of its representatives, officers, employees, agents, members, subcontractors or subgrantees, shall have authority to bind the State nor are they entitled to any of the benefits, worker's compensation or emoluments provided by the State to its employees.
15. ASSIGNMENT AND SUBCONTRACTS. The Grantee shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the State.
16. INDEMNIFICATION. The Grantee shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses

Initials 
Date 5/6/18

suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based on, resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Grantee or its contractors, subcontractor, or subgrantee or other agent of the Grantee in the performance of the Project. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant shall survive the termination of this agreement.

17. INSURANCE AND BOND.

17.1. The Grantee shall, at its sole expense, obtain and maintain in force, or shall require any subcontractor, subgrantee or assignee performing Project work to obtain and maintain in force, both for the benefit of the State, the following insurance:

17.1.1 statutory worker's compensation and employees liability insurance for all employees engaged in the performance of the Project, and

17.1.2 comprehensive general liability insurance for all claims of bodily injuries, death or property damage, in amounts not less than \$2,000,000 for bodily injury or death any one incident, and \$500,000 for property damage in any one incident; and

17.2 The policies described in subparagraph 17.1 of this paragraph shall be the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State, and authorized to do business in the State of New Hampshire. Each policy shall contain a clause prohibiting cancellation or modification of the policy earlier than ten (10) days after written notice thereof has been received by the State. A certificate of insurance demonstrating compliance with subparagraphs 17.1 and 17.2 shall be attached to this Grant Agreement.

18. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event, or any subsequent Event. No express waiver of any Event of Default shall be deemed a waiver of any provisions hereof. No such failure or waiver shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other default on the part of the Grantee.

19. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses first above given.

20. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Council of the State of New Hampshire.

21. CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be construed in accordance with the law of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assignees. The captions and contents of the "subject" blank are used only as a matter of convenience, and are not to be considered a part of this Agreement or to be used in determining the 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.

Initials 
Date 5/8/18

EXHIBIT A

SCOPE OF SERVICES

In exchange for receiving grant funds in the amount of up to \$86,721 from the New Hampshire Public Utilities Commission (PUC), NH Solar Shares LLC (Grantee) agrees to build and interconnect a minimum 28.8 kW (DC) /26.1 kW (AC) ground-mounted solar photovoltaic (PV) array owned and operated by the Grantee at the Plymouth, New Hampshire location identified as NH Solar Shares Solar Picnic Area in the Grantee's proposal. Specifically, the Grantee agrees to:

1. Cause to be installed and operated a solar PV system comprised of two picnic pavilion arrays and three ground-mounted arrays owned by the Grantee on leased land located at the Frosty Scoops Ice Cream Stand and Picnic Park in Plymouth, New Hampshire on Route 3.
2. Maintain the PV systems and system components as recommended by the manufacturer and engineering specifications.
3. Uphold the commitment to provide direct benefits to a minimum of ten low-moderate income (LMI) customers participating in the community solar program for the life of the PV systems, as set forth in the Grantee's proposal.
4. Manage the low-income community solar program as described in the Grantee's proposal and as further described in the "Deliverables" section below.
5. Provide direct benefits to community solar participants, of which LMI customer participants comprise the majority, for the full life of the PV systems.
6. Provide the PUC with reports and status updates as specified below in the section regarding "Deliverables."
7. Submit a complete Class II Renewable Energy Source Eligibility application to the PUC for the certification of the output for each of the PV system to produce New Hampshire Class II renewable energy certificates (RECs).
8. Market the RECs to electricity providers in New Hampshire for compliance with the state's renewable portfolio standard law, RSA 362-F.
9. 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.

Except as otherwise provided in this contract, the requirements and provisions set forth in the PUC's Request for Proposals issued March 23, 2018 and in the Grantee's Proposal dated April 13, 2018 are incorporated herein by reference as further defining the scope of services to be rendered by the Grantee.

Grantee Initials
Date 5/8/18
Page 1 of 3

DELIVERABLES

The Grantee agrees to prepare and submit written progress reports to the PUC, in a form and manner prescribed by the PUC, 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 PUC request following project completion. The written progress reports shall meet the following specifications:

Report Type	Reporting Period	Due Date	Scope of Report
Report #1	Through 6/30/2018	8/1/2018	Update on community solar program development and enrollment. Overview of project progress (e.g, permits), development and construction, significant accomplishments, etc.
Report #2	7/1/2018 – 9/30/2018	11/1/2018	Same as above.
Report #3	10/1/2018 – 12/31/2018	2/1/2019	Same as above.
Report #4	1/1/2019 – 3/31/2019	5/1/2019	Same as above.
Report #5	4/1/2019 – 6/30/2019	8/1/2019	Same as above.
Annual Report	Calendar Years 2018 - 2027	2/1/yyyy	LMI Community Solar Program Annual Report (see below for details)

LMI Community Solar Program Annual Reports must be submitted annually for 10 years. The first such report, for calendar year 2018, must be submitted no later than February 1, 2019. Each LMI Community Solar Program Annual Report must include, at a minimum, the following:

1. Identification of the Grantee, project name, and updated contact information;
2. Electric energy produced by each system (i.e., kilowatt-hours generated) during the preceding calendar year;
3. Total number of participants in the LMI Community Solar Program (Program);
4. Number of LMI participating customers receiving direct benefits through the Program;
5. Description and quantification of direct benefits provided to LMI and non-LMI participants through the Program;
6. Quantification of the annual net direct benefits (in dollars) received by each LMI participant;
7. Explanation of any material variation between the direct benefits projected in the Grantee's proposal and the actual direct benefits provided to participating LMI customers through the Program;

Grantee Initials

Date

[Signature]
5/8/18

Page 2 of 3

8. Certification of income verification conducted for each LMI participating customer, and description of the income verification process;
9. Certification that the number of participating customers equaled or exceeded five (5), and that the majority of participating customers were certified and verified to be LMI;
10. Description of any change in ownership of the PV systems;
11. Description of any changes made to the overall Program model;
12. Description of any impacts to public benefits received by participating LMI customers or any tax implications related to participation by LMI customers in the Program;
13. The number of RECs produced during the preceding calendar year; and
14. The number of RECs sold during the preceding calendar year.

Grantee Initials

Date

LA
5/8/15

Page 3 of 3

EXHIBIT B

GRANT AMOUNT, TERMS, AND METHODS OF PAYMENT

1. This grant agreement between the New Hampshire Public Utilities Commission (PUC) and NH Solar Shares LLC (Grantee) commences upon approval by Governor and Executive Council and concludes on June 30, 2019.
2. In consideration of the satisfactory performance of the obligations described in Exhibit A as determined by the State, the State agrees to pay an amount not to exceed \$86,721 to the Grantee, pursuant to the terms and conditions specified in this Exhibit B.
3. The Grantee shall not be paid any grant funds under the grant agreement unless and until all of the following have occurred by the target date(s) specified:

Execution of power purchase agreement by all necessary action between Grantee and New Hampshire Electric Cooperative	July 1, 2018
Execution of lease agreement by all necessary action with Alex Ray LLC for use of real property for project installation.	July 1, 2018
Low-moderate income participants to benefit from the photovoltaic energy generated by the project identified, income-verified, and enrolled.	September 30, 2018
Receipt of all federal, state, and local permits, licenses, consents, and approvals required for construction, installation, and operation of the project.	September 30, 2018

The Grantee shall use reasonable best efforts to achieve the foregoing milestones by the date(s) set forth in the table above. The PUC may extend any such specified date(s) 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 project site and incorporated into or to be incorporated into the project and only labor costs directly related to the design, construction, installation and prepaid maintenance agreement 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 or for incorporation into the project.
5. The Grantee may submit reimbursement requests to the PUC, with full supporting documentation, as obligations described in Exhibit A have been met and subject to the conditions stated in paragraphs 3 and 4 above. Reimbursement requests shall be submitted not more frequently than

Grantee Initials AR
Date 5/8/18
Page 1 of 2

once per month. The amount of \$8,672.10 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;
- (ii) the project has commenced operation;
- (iii) the low-moderate income participants are under agreement for two year program participation; and
- (iv) the Grantee has submitted a complete Renewable Energy Source Eligibility application to the PUC for certification of eligibility of the project to produce Class II RECs.

The 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.

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 vendors, contractors, and subcontractors. This includes expenses incurred by subcontractors employed on construction projects funded through the grant. At a minimum, receipts must be provided documenting labor cost, equipment cost, material cost, site work, engineering and permitting fees, and capital expenditures for all vendors, contractors, and subcontractors.
7. Each reimbursement request shall also include an express affirmation by 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 PUC, 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 PUC.
8. Reimbursement requests shall be reviewed for compliance with the scope of services set forth in Exhibit A, and the reimbursement terms and conditions of this Exhibit B, and approved by the Director of the Sustainable Energy Division or her designee.
9. The State agrees to make payment to the Grantee within 30 days after the approval of reimbursement requests submitted in compliance with this Exhibit B and the grant agreement General Provisions.
10. The Grantee agrees to provide economic 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.
11. 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-F:10.

Grantee Initials

Date


5/18/18

Page 2 of 2

EXHIBIT C

SPECIAL PROVISIONS

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

- \$1,000,000 for each occurrence
- \$ 300,000 for damage to rented premises (each occurrence)
- \$ 15,000 for medical expenses (any one person)
- \$1,000,000 for personal and advertising injury
- \$2,000,000 for general aggregate
- \$2,000,000 for products liability/completed operations in aggregate

Grantee Initials _____

Date _____

[Handwritten Signature]
5/8/18
Page 1 of 1

State of New Hampshire

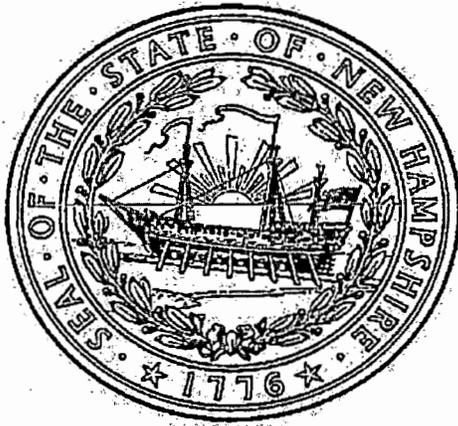
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that NH SOLAR SHARES LLC is a New Hampshire Limited Liability Company registered to transact business in New Hampshire on January 27, 2017. 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: 763662

Certificate Number : 0004092602



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 May A.D. 2018.

A handwritten signature in black ink, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State



PO Box 753
79 Highland Street
Plymouth, NH 03264
603-536-5030

Certificate of Vote Authority

NH Solar Shares LLC

A wholly owned subsidiary of the Plymouth Area Renewable Energy Initiative
- A 501C-3 Not for Profit Tax Exempt Charitable Organization

During a meeting of the board of directors' of the Plymouth Area Renewable Energy Initiative on May 9 2018, the following vote took place:

Motioned by: Doug Campbell, President

Seconded by: Jennifer Highland, Treasurer

Motion Read: "I move that NH Solar Shares LLC Manager (and PAREI Director) Sandra Jones be designated an authorized signatory to execute and deliver on behalf of NH Solar Shares LLC a grant contract with the State of New Hampshire Public Utilities Commission to receive grant funds in an amount up to \$86,721, in connection with the response it submitted for NHPUC's RFP #2018-003."

Unanimous Consent was Granted by the Members Present: Doug Campbell, Jennifer Highland, Carl McNall, Justin Hardesty, Richard Hage

The vote referenced above remains in full force and effect and has not been amended, modified, revoked, or rescinded as of the date hereof

Signed Douglas B Campbell
Doug Campbell, President

Date May 9, 2018

nhsolarshares.org



PLYMARE-01

LROTONNELL

CERTIFICATE OF LIABILITY INSURANCEDATE (MM/DD/YYYY)
05/04/2018

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 Noyes Insurance Agency 63 Main Street Plymouth, NH 03264	CONTACT NAME: PHONE (A/C, No, Ext): (603) 536-1735	FAX (A/C, No): (603) 536-4298
	E-MAIL ADDRESS: ADDRESS:	
INSURED Plymouth Area Renewable Energy Initiative NH Solar Shares LLC PO Box 753 Plymouth, NH 03264		INSURER(S) AFFORDING COVERAGE INSURER A: Liberty Mutual Insurance Company NAIC # 23043 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A X	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR	X		BKS55644267	10/14/2017	10/14/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPIOP AGG \$ 2,000,000
GEN'L AGGREGATE LIMIT APPLIES PER POLICY PROJECT LOC OTHER							
A	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY X HIRED AUTOS ONLY		X	BKS55644267	10/14/2017	10/14/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB EXCESS LIAB						EACH OCCURRENCE \$ AGGREGATE \$
A	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/A	WC531S615202017	12/21/2017	12/21/2018	PER STATUTE OTH-ER \$ E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 NH Public Utilities Commission are Additional Insured with regard to General Liability & Auto Liability as required by Written Contract for ongoing and completed operations. Coverage is on a Primary and Non-Contributory basis.

CERTIFICATE HOLDER**CANCELLATION**

NH Public Utilities Commission 21 S. Fruit Street Suite 10 Concord, NH 03301	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>Robt. A. Rotonelli</i>
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