

STATE OF NEW HAMPSHIRE

COMMISSIONER
Jared S. Chicoine

DEPUTY COMMISSIONER
Christopher J. Ellms, Jr.



DEPARTMENT OF ENERGY
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JOR
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June 1, 2022

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, NH 03301

His Excellency and Honorable Councilors:

REQUESTED ACTION

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

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

	<u>FY2022</u>
010-052-18900000-073-500579 – Grants Non-Federal	\$250,000

EXPLANATION

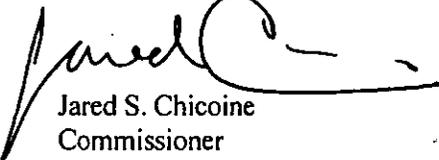
Pursuant to RSA 362-F:10, the Department is charged with administering the Renewable Energy Fund (REF), the purpose of which is to support thermal and electrical renewable energy initiatives. On December 8, 2021, the Department issued a Request for Proposals (RFP) #2021-023 pursuant to RSA 362-F:10,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

The Department received eight (8) proposals requesting a total of \$2.524 million in funds in response to the RFP. Mad River Power Associates LLC project and two (2) other proposals have been selected to receive a total of \$750,000 in this funding round. Attachment 1 provides additional information on the grant review and award process, and Attachment 2 provides a summary of all grant awards.

With these funds, Mad River Power Associates LLC will replace one, and rebuild one, of two turbine units in the powerhouse, which have been inoperable for multiple years, including the installation of a larger, adjustable blade turbine to more efficiently generate with the variable flows characteristic of the Mad River. The fully operational system is expected to yield approximately 1,327 additional New Hampshire Class IV RECs annually. The project's technical specifications are described in Attachment 3.

The grant is contingent on sufficient REF funds being available upon the effective date of the grant agreement. The funds have been allocated for this contract, and are being held in the fund. In the event that the REF funds are insufficient or are no longer available, General Funds will not be requested to support this program.

Respectfully submitted,



Jared S. Chicoine
Commissioner

Attachments:

Agreement with Exhibits

Attachment 1 - Nonresidential Competitive Grant Review Process

Attachment 2 - Table of Proposed Renewable Energy Fund Nonresidential Competitive Grant Awards

Attachment 3 - Project Facts and Figures Overview

ATTACHMENT 1 –NONRESIDENTIAL COMPETITIVE GRANT REVIEW PROCESS AND SCORING TEAM

The Department of Energy (Department) issued a Request for Proposals (RFP) on December 8, 2021 for renewable energy projects in the nonresidential sector which would be eligible to generate Class I, Class I Thermal, or Class IV renewable energy certificates (RECs). The RFP was generally similar to that issued in the prior year. Pursuant to RSA 362-F:10, the RFP is funded with monies from the Renewable Energy Fund and issued on an annual basis.

The RFP was circulated electronically to members of the Energy Efficiency and Sustainable Energy Board (EESB Board), regular attendees at EESB Board meetings, additional stakeholders known to have an interest in energy policy and programs, and Clean Energy NH. The RFP was posted on the Department of Energy website for the full submission period, and was advertised in the New Hampshire Union Leader on December 10 – 13, 2021. All responses were due by January 18, 2022. The Department received eight (8) proposals requesting a total of \$2.524 million in grant funds for projects with combined estimated total project costs of \$17.591 million.

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

DOE Non-Residential Competitive Grant Program Scoring Team			
Initial Review Team			
Name	Position	Agency	Experience
Deandra Perruccio	Administrator IV	Department of Energy	REC management
Tanya Wayland	Analyst III	Department of Energy	REC management
Azanna Wishart	Analyst II	Department of Energy	Renewable energy program management
Joe Fontaine	Technical Program Manager	Department of Environmental Services	Environmental compliance for REC facilities
Second Review Team			
Joshua Elliott	Director of Policy & Programs	Department of Energy	DOE leadership team
Christopher Ellms, Jr	Deputy Commissioner	Department of Energy	DOE leadership team
Jared Chicoine	Commissioner	Department of Energy	DOE leadership team

It was determined that one (1) of the submitted proposals did not meet the basic eligibility requirements set forth in the RFP and it was therefore not scored. The initial review team scored the seven (7) remaining proposals using the scoring criteria set forth in the RFP and those requirements set forth in N.H. Code of Administrative Rules Puc 2508.02 (b) and (c), and developed a score for each proposal from 0-100 points. As part of the evaluation process, applicants that received a score of 70 and over were interviewed by the initial review team. The initial review team interviewed three (3) applicants and assigned values for the factors outlined in the RFP which resulted in the final scores, ranks, and funding recommendations. Based on proposal scores and the program budget, the initial review team recommended funding the full requested amount of two (2) applicants and a reduced grant amount for one (1) applicant.

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

ATTACHMENT 2 SCORING CRITERIA, SCORES AND PROPOSED AWARDEES

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

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

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

ATTACHMENT 2 SCORING CRITERIA, SCORES AND PROPOSED AWARDEES

TABLE 2. PROPOSED GRANT AWARDEES							
Respondent	Town/City	Technology (Capacity)	Total Project Costs	Proposed Grant Funding	Annual Renewable Energy Certificates & Class	Cost Effectiveness (Grant \$ / 10yrs-REC)	Contract End Date
Cochecho Falls	Dover	Hydroelectric (440 kW)	\$606,710	\$200,000	2,000 Class IV	\$10.00	12/31/2024
Mad River Power Associates	Campton	Hydroelectric (766 kW)	\$500,060	\$250,000	1,327 Class IV	\$20.72	12/31/2024
310 Marlboro Street	Keene	Biomass Thermal (500 kW)	\$847,130	\$300,000	870 Class I Thermal	\$34.48	12/31/2024
TOTAL			\$1,953,900	\$750,000			

Attachment 3 Mad River Power Associates, LLC Facts and Figures

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

Facility Size: Hydroelectric Dam 766 kW

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

Funding Analysis:

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

Financial and Environmental Benefits:

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

Renewable Portfolio Standard RSA 362-F:1 Criteria:

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

ⁱ The Department of Energy used a metric defined as the requested grant amount divided by the total number of RECs over ten (10) years of operation as a key criteria in evaluating and choosing grantees.

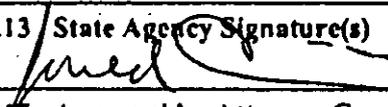
ⁱⁱ Generation value is based on the Alternative Compliance Payment (ACP) value for the project's estimated annual REC generation. The ACP rate for Class IV is \$30.59/MWh in 2022; therefore, 1,327 RECs/year is equivalent to \$40,593 in Generation Value.

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

GRANT AGREEMENT

The State of New Hampshire and the Grantee hereby
Mutually agree as follows:
GENERAL PROVISIONS

1. Identification and Definitions.

1.1. State Agency Name New Hampshire Department of Energy		1.2. State Agency Address 21 South Fruit Street, Suite 10 Concord, NH 03301	
1.3. Grantee Name Mad River Power Associates, LLC		1.4. Grantee Address 10 Roberts Lane Suite 201 Ridgfield CT 06877	
1.5 Grantee Phone # 518-657-9012	1.6. Account Number 18900000-500579	1.7. Completion Date 6/30/2024	1.8. Grant Limitation \$250,000
1.9. Grant Officer for State Agency Joshua W. Elliott		1.10. State Agency Telephone Number 603-271-3670	
If Grantee is a municipality or village district: "By signing this form we certify that we have complied with any public meeting requirement for acceptance of this grant, including if applicable RSA 31:95-b."			
1.11. Grantee Signature 1 		1.12. Name & Title of Grantee Signor 1 Ian Clark, Manager	
Grantee Signature 2		Name & Title of Grantee Signor 2	
Grantee Signature 3		Name & Title of Grantee Signor 3	
1.13. State Agency Signature(s) 		1.14. Name & Title of State Agency Signor(s) Jared S. Chicoine, Commissioner	
1.15. Approval by Attorney General (Form, Substance and Execution) (if G & C approval required)			
By: 		Assistant Attorney General, On: 6 / 1 /2022	
1.16. Approval by Governor and Council (if applicable)			
By:		On: / /	

2. SCOPE OF WORK: In exchange for grant funds provided by the State of New Hampshire, acting through the Agency identified in block 1.1 (hereinafter referred to as "the State"), the Grantee identified in block 1.3 (hereinafter referred to as "the Grantee"), shall perform that work identified and more particularly described in the scope of work attached hereto as EXHIBIT B (the scope of work being hereinafter referred to as "the Project").

3. **AREA COVERED.** Except as otherwise specifically provided for herein, the Grantee shall perform the Project in, and with respect to, the State of New Hampshire.
4. **EFFECTIVE DATE; COMPLETION OF PROJECT.**
- 4.1. This Agreement, and all obligations of the parties hereunder, shall become effective on the date of approval of this Agreement by the Governor and Council of the State of New Hampshire if required (block 1.16), or upon signature by the State Agency as shown in block 1.14 ("the Effective Date").
- 4.2. Except as otherwise specifically provided herein, the Project, including all reports required by this Agreement, shall be completed in ITS entirety prior to the date in block 1.7 (hereinafter referred to as "the Completion Date").
5. **GRANT AMOUNT; LIMITATION ON AMOUNT; VOUCHERS; PAYMENT.**
- 5.1. The Grant Amount is identified and more particularly described in EXHIBIT C, attached hereto.
- 5.2. The manner of, and schedule of payment shall be as set forth in EXHIBIT C.
- 5.3. In accordance with the provisions set forth in EXHIBIT C, and in consideration of the satisfactory performance of the Project, as determined by the State, and as limited by subparagraph 5.5 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 under this subparagraph 5.3 those sums required, or permitted, to be withheld pursuant to N.H. RSA 80:7 through 7-c.
- 5.4. 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.
- 5.5. 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.
6. **COMPLIANCE BY GRANTEE WITH LAWS AND REGULATIONS.** In connection with the performance of the Project, the Grantee shall comply with all statutes, laws, regulations, and orders of federal, state, county, or municipal authorities which shall impose any obligations or duty upon the Grantee, including the acquisition of any and all necessary permits and RSA 31-95-b.
7. **RECORDS AND ACCOUNTS.**
- 7.1. Between the Effective Date and the date seven (7) years after the Completion Date, unless otherwise required by the grant terms or the Agency, 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, unless otherwise required by the grant terms or the Agency pursuant to subparagraph 7.1, 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 provisions.
8. **PERSONNEL.**
- 8.1. The Grantee shall, at its own expense, 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, subcontract, or other person, firm or corporation with whom it is engaged in a combined effort to perform the Project, to hire any person who has a contractual relationship with the State, or 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, formulas, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, paper, 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.
- 9.4. On and after the Effective Date all data, and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason, whichever shall first occur.
- 9.5. The State, and anyone it shall designate, shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, all data.
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. 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.
- 12.2. 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 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.
- 12.3. Notwithstanding anything in this Agreement to the contrary, either the State or, except where notice of default has been given to the Grantee hereunder, the Grantee, may terminate this Agreement without cause upon thirty (30) days written notice.
- 12.4. **CONFLICT OF INTEREST.** No 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 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 officers, employees, agents, members, subcontractors or subgrantees, shall have authority to bind the State nor are they entitled to any of the benefits, workmen'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. None of the Project Work shall be subcontracted or subgranted by the Grantee other than as set forth in Exhibit B 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 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 subcontractor, or subgrantee or other agent of the Grantee. 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.**
- 17.1 The Grantee shall, at its own 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 workers' compensation and employees liability insurance for all employees engaged in the performance of the Project, and
- 17.1.2 General liability insurance against all claims of bodily injuries, death or property damage, in amounts not less than \$1,000,000 per occurrence and \$2,000,000 aggregate 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. Grantee shall furnish to the State, certificates of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy.
18. **WAIVER OF BREACH.** No failure by the State to enforce any 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 of waiver shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other 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, if required or by the signing State Agency.
21. **CONSTRUCTION OF AGREEMENT AND TERMS.** This Agreement shall be construed in accordance with the law of the State of New Hampshire, and is binding upon and 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.
24. **SPECIAL PROVISIONS.** The additional or modifying provisions set forth in Exhibit A hereto are incorporated as part of this agreement.

EXHIBIT A

SPECIAL PROVISIONS

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

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

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

EXHIBIT B

SCOPE OF SERVICES

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

1. Replace one turbine unit with a new adjustable unit and rebuild one turbine unit to bring it back into service at the three unit powerhouse at the Mad River Hydroelectric facility located at 1257 Route 175 in Campton as described in Grantee's Proposal in response to Department RFP #2021-023, Grants for Renewable Energy Generation Projects in the Nonresidential Sector submitted on January 18, 2022 (the Proposal), including, but not limited to, the installation of the new turbine, the retrofit of the second turbine, and all necessary electrical and mechanical upgrades to the facility (Project). The description of Project work set forth in the Proposal is incorporated herein by reference, provided that the State in its sole discretion may approve functionally equivalent substitutions for any equipment, materials, methods, or means associated with said described Project work. The Project scope reimbursable with grant funds hereunder includes all materials and labor required to complete the Project, including that of outside contractors, subcontractors, consultants, engineers, and other members of the Project team
2. Maintain all components of the Project as recommended by its manufacturer and/or engineering specifications.
3. Provide the Department with reports and status updates as specified in the "Deliverables" section.
4. Submit a complete update to the current New Hampshire Class IV Renewable Energy Source Facility Registration, listing all changes to items outlined in Administrative Rules Puc 2505.02 to the Department.
5. Market the Project RECs to electricity providers in New Hampshire for compliance with the state's renewable portfolio standard law, RSA 362-F.
6. Acknowledge the Renewable Energy Fund as a source of funds used for the Project in any literature, press release, or public discussion of the Project.

Notwithstanding the foregoing, if any provision contained in any portion of the Proposal incorporated by reference in paragraph 1 above is contrary to or inconsistent with the terms and conditions of this grant agreement and all exhibits and attachments, then the terms and conditions of this grant agreement and all exhibits and attachments shall control and shall supersede any and all such contrary or inconsistent provisions of the Proposal.

DELIVERABLES

The Grantee agrees to prepare and submit written progress reports to the Department, in a form and manner prescribed by the Department, and to participate in monthly status update meetings or conference calls prior to the Project completion date and in additional status update meetings or conference calls upon Department request following Project completion. The written progress reports shall meet the following specifications:

Report Type	Reporting Period	Due Date	Scope of Report
Report #1	7/1/2022 - 9/30/2022	11/1/2022	Project progress, development and construction, significant accomplishments.
Report #2	10/1/2022 - 12/31/2022	2/1/2023	Same as above.
Report #3	1/1/2023 - 3/31/2023	5/1/2023	Same as above.
Report #4	4/1/2023 - 6/30/2023	8/1/2023	Same as above.
Report #5	7/1/2023 - 9/30/2023	11/1/2023	Same as above.
Report #6	10/1/2023 - 12/31/2023	2/1/2024	Same as above.
Report #7	1/1/2024 - 3/31/2024	5/1/2024	Same as above.
Report #7	4/1/2024 - 6/30/2024	8/1/2024	Same as above.
Annual Report	Calendar Years 2024 - 2032	2/1 of the immediately following year	Use annual report template to report information listed below.

All written reports submitted after the completion of the Project shall include, at a minimum, the following:

1. Identification of the Grantee, Project, RFP 2021-023, and updated contact information;
2. The quantity of electric energy produced by the Project, in kilowatt-hours equivalent generated, during the preceding calendar year;
3. The number of Class IV RECs produced during the preceding calendar year;
4. The number of Class IV RECs sold during the preceding calendar year;
5. Relevant details about operations, such as maintenance or production issues; and
6. Economic data, including, but not limited to, job creation data to the extent possible, for activity performed during construction and operation of the Project and after completion of the Project. Such data shall include the total jobs created as a result of the development and operation of the Project.

Grantee Initials IC
Date 5/3/22
Page 2 of 2

EXHIBIT C

GRANT AMOUNT, TERMS AND METHODS OF PAYMENT

1. This grant agreement between the New Hampshire Department of Energy (Department) and Mad River Power Associates, LLC (Grantee) commences upon approval by the Governor and Executive Council and concludes on June 30, 2024.
2. In consideration of the satisfactory performance of the obligations described in Exhibit B, including the construction and installation of the Project (as defined in Exhibit B), as determined by the State, the State agrees to pay an amount not to exceed \$250,000 to the Grantee, pursuant to the terms and conditions specified in this Exhibit C.
3. Any grant funds under the grant agreement will not be paid unless and until all of the following have occurred by the target dates specified:

Receipt of all necessary permits, licenses, consents, and approvals from all applicable authorities having jurisdiction, including, but not limited to, fire, electric, and building permits.	December 31, 2022
Receipt of all deliveries, tools, equipment, and other materials necessary for rebuilding and fabrication of Unit 2.	December 31, 2022
Receipt of all deliveries, tools, equipment, and other materials necessary for installation of factory assembled Unit 1.	July 31, 2023

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

4. The Grantee's reimbursement requests shall cover only the costs of materials and equipment delivered to the site of the Project and incorporated into or to be incorporated into the Project and only labor costs directly related to the design, construction and installation of the Project. The Grantee's reimbursement requests shall not include the costs of any deposits or prepayments for equipment or materials ordered or procured for the Project unless and until such equipment and materials are delivered to the Project site and incorporated into the Project, or delivered to the Project site for incorporation into the Project, or used at the Project site for the purpose(s) for which procured.
5. The Grantee may submit reimbursement requests to the Department, with full supporting documentation, as obligations described in Exhibit B have been met and subject to the conditions stated in paragraphs 3 and 4 above, and further consistent with the grant agreement General Provisions. Reimbursement requests shall be submitted not more frequently than once per month. No more than 50% of the grant amount (i.e., \$125,000) will be reimbursed for materials and equipment expenditures prior to the commencement of substantial on-site Project work. The amount of \$25,000 will be retained until the Project is complete and shall be paid to the Grantee only when each of the following has occurred:
 - (i) the Project has been fully constructed and installed;

Grantee Initials IC
Date 3/2/22
Page 1 of 2

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

The State shall not be responsible for any Project expenses incurred that exceed the total grant amount or are not eligible for reimbursement under this Exhibit C.

6. Each reimbursement request shall provide a detailed listing of Project expenses incurred with supporting documentation. The Grantee shall document all Project expenditures for which reimbursement is requested with appropriate back-up documentation, including, but not limited to, receipts, invoices, bills, and other similar documents for all Project vendors, contractors, and subcontractors. At a minimum, receipts must be provided documenting labor cost, equipment cost, material cost, site work, engineering and permitting fees, and capital expenditures, for all vendors, contractors, and subcontractors.
7. Each reimbursement request shall also include an express affirmation by the Grantee that it and the Project remain in full compliance with all terms and conditions of the grant agreement, and either (i) an express affirmation that there have been no material changes in any rights, interests, permits, licenses, or approvals affecting the Project since the most recent status report submitted to the Department, or (ii) a description in reasonable detail of any such material changes in rights, interests, permits, licenses, or approvals affecting the Project since the most recent status report submitted to the Department.
8. Reimbursement requests shall be reviewed for compliance with the scope of work set forth in Exhibit B, and the reimbursement terms and conditions of this Exhibit C, and approved or rejected by the Administrator of Sustainable Energy or her designee. Additional documentation may be requested as determined by the State.
9. The State agrees to make payment to the Grantee within 30 days after the approval of reimbursement requests as described in paragraph 8 above and submitted in compliance with this Exhibit C and the grant agreement General Provisions.
10. All obligations of the State under the grant agreement, including the continuance of any payments, are contingent on the availability of funds derived from the Renewable Energy Fund established and existing pursuant to RSA 362-P:10.

Grantee Initials TC
Date 5/3/23
Page 2 of 2

State of New Hampshire

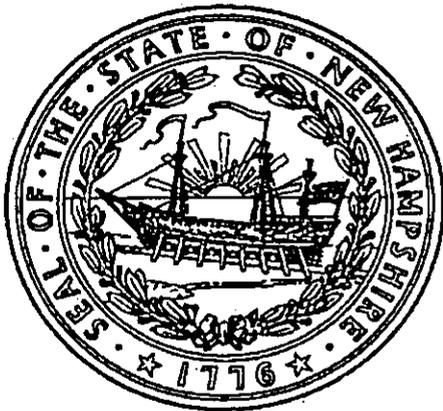
Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that MAD RIVER POWER ASSOCIATES LLC is a New Hampshire Limited Liability Company registered to transact business in New Hampshire on September 06, 1984. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 70523

Certificate Number: 0005759137



IN TESTIMONY WHEREOF,

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

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

David M. Scanlan
Secretary of State

Mad River Power Associates LLC

LLC Certification of Authority

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

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

Date: May 1, 2022

Signature



Jonathan DiCesare, Regulatory Manager

Mad River Power Associates, LLC



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/14/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must 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 Avid Insurance Agency, Inc. 425 New Kamer Road Albany NY 12205		CONTACT NAME: Jen Connell PHONE (A.C. No. Ext): (518) 869-8106 E-MAIL ADDRESS: jconnell@avidlns.com		FAX (A.C. No.): (518) 869-8525	
INSURED Mad River Power Associates LLC c/o Dichotomy Capital LLC 65 Eleen Avenue Mahopac NY 10541-4719		INSURER(S) AFFORDING COVERAGE INSURER A: Central Mutual Insurance Company		NAIC # 20230	
INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:					

COVERAGES

CERTIFICATE NUMBER: Cert 22/23

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			CLP 8660472	01/03/2022	01/03/2023	EACH OCCURRENCE	\$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						MED EXP (Any one person)	\$ 5,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PERSONAL & ADV INJURY	\$ 1,000,000
	OTHER:						GENERAL AGGREGATE	\$ 2,000,000
	<input type="checkbox"/> AUTOMOBILE LIABILITY						PRODUCTS - COM/PROP AGG	\$ 2,000,000
	<input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY							\$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB						COMBINED SINGLE LIMIT (Ea accident)	\$
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE						BODILY INJURY (Per person)	\$
	DED: <input type="checkbox"/> RETENTION \$: <input type="checkbox"/>						BODILY INJURY (Per accident)	\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PROPERTY DAMAGE (Per accident)	\$
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y/N	N/A					\$
	If yes, describe under DESCRIPTION OF OPERATIONS below							\$
							PER STATUTE	OTHER
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$

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

Subject to the conditions and exclusions of the policies.

CERTIFICATE HOLDER**CANCELLATION**

New Hampshire Department of Energy 21 South Fruit St, Ste 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>Roger Saddlemire</i>
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