

THE STATE OF NEW HAMPSHIRE



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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 \$168,000 to Mascoma Meadows Cooperative, Inc., vendor number pending, to install and operate a ground-mount solar array that will benefit low and moderate income (LMI) residents of the resident owned manufactured home community (ROC) located in the Mascoma Meadows Cooperative in Lebanon, 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	\$168,000	\$168,000

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. The Mascoma Meadows Cooperative, Inc., 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, Mascoma Meadows Cooperative, Inc. will install and manage a solar PV system at Mascoma Meadows Cooperative residential owned community manufactured housing park in Lebanon. The PV systems will provide electricity to the cooperative member residents. 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 (EESSE 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
Mascoma Meadows Cooperative, Inc.
Project and Program Overview

The Mascoma Meadows Cooperative, Inc., program model is structured to maximize direct benefits to low-moderate income (LMI) Resident-Owned Communities (ROCs). The project developer will design, build and own the community solar project for five years allowing the investor to leverage federal and state tax benefits to lower the overall cost of the project. After five years, the ROC may purchase the solar PV installation at fair market value. Direct ROC ownership will provide additional benefits to the LMI residents, including renewable energy certificate ownership and maximum compensation for energy produced.

Financing for the project during the first five years is structured as a power purchase agreement (PPA) through which the ROC residents are able to purchase electricity for a rate of \$ 0.03 per kilowatt hour for the first two years. After two years, the energy rate will increase by 2% annually. After five years, the ROC is able to purchase the project using low interest financing from the New Hampshire Community Loan Fund. Under New Hampshire's Group Net Metering program, the ROC cooperative will qualify as a "host" and receive additional monetary benefits. The ROC, in turn, will provide direct benefits to its cooperative members (residents) in the form of lot rent reductions. By reducing lot rents, the LMI residents reduce their monthly expenses and avoid any unintended consequences to any other public benefits received.

In addition, the project will leverage charitable contributions and pro bono work from Vermont Law School's Energy Clinic and a law firm, Primmer Piper Eggleston & Cramer. The land adjacent to the ROC on which this project is to be constructed was donated by the Abundant Life Church of God. This project has also received letters of support from the City of Lebanon, ROC-NH,¹New Hampshire Sustainable Energy Association, and Liberty Utilities.

Direct LMI Benefits:

Number of Participants:	50 Households (39 LMI households)
Annual Estimated Savings per Participant:	\$ 336
Total Projected Annual Savings:	\$ 16,800 (\$ 13,104 direct to LMI)

Project Technical Specifications:

Nameplate Rating: 132.48 kW_{DC} (100 kW_{AC}) Ground Mounted PV System
Projected Energy Generation: 171,342 kilowatt hours per year

Funding Analysis:

Total Project Cost:	\$ 300,000
Grant Amount:	\$ 168,000
Leveraged Funds:	\$ 132,000

Other Benefits:

- Warranty includes 5 year labor warranty, plus one inverter replacement
- System life expectancy of 30+ years
- System will generate 171 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

¹ ROC-NH is a program of the NH Community Loan Fund <https://www.communityloanfund.org/how-we-help/roc-nh>

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.


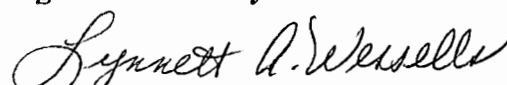
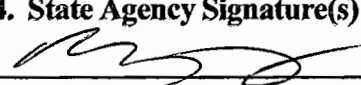
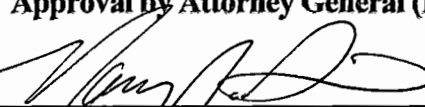
Rankings are:

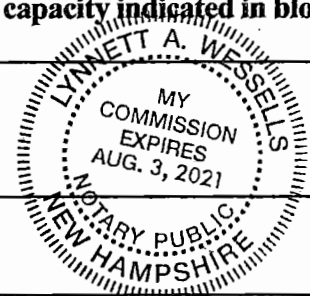
Lakes Region Community Land Trust, Inc. (d/b/a Lakes Region Community Developers)
Mascoma Meadows Cooperative, Inc.
NH Solar Shares
Tuftonboro Community Solar Project
Norwich Solar Technologies

The State of New Hampshire and the Grantee hereby mutually agree as follows:

GENERAL PROVISIONS

1. Identification and Definitions.

1.1. State Agency Name Public Utilities Commission		1.2. State Agency Address 21 S. Fruit St., Suite 10, Concord NH 03301-2429	
1.3. Grantee Name Mascoma Meadows Cooperative, Inc.		1.4. Grantee Address 22 Rudsboro Road, Lebanon, NH 03766	
1.5. Effective Date May 23, 2018	1.6. Completion Date June 30, 2019	1.7. Audit Date	1.8. Grant Limitation \$168,000
1.9. Grant Officer for State Agency Karen Cramton		1.10. State Agency Telephone No. 603-271-2431	
1.11. Grantee Signature 		1.12. Name & Title of Grantee Signor Calvin Goude, President	
1.13. Acknowledgment: State of <u>New Hampshire</u> , County of <u>Grafton</u> , on <u>5/10/2018</u> , Before the undersigned officer, personally appeared the person identified in block 1.11., known to me (or satisfactorily proven) to be the person whose name is signed in block 1.12., and acknowledged that he executed this document in the capacity indicated in block 1.12. <u>Lynnett A. Wessells</u>			
1.13.1 Signature of Notary Public or Justice of the Peace (Seal) 			
1.13.2. Name and Title of Notary Public or Justice of the Peace <u>LYNNETT A. WESSILLS</u>			
1.14. State Agency Signature(s) 		1.15. Name & Title of State Agency Signor(s) Martin P. Honigberg, Chairman	
1.16. Approval by Attorney General (Form, Substance and Execution) By:  Assistant Attorney General, On: <u>5/16/2018</u>			
1.17. Approval by the Governor and Council <p style="text-align: right;">On: <u> / / </u></p>			



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 A (the scope of work being hereinafter referred to as "the Project"). Except as otherwise specifically provided for herein, the Grantee shall perform the Project in the State of New Hampshire.

Initials CG
Date 05-10-18

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 *CR*
Date 05-10-18

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 5-10-18

EXHIBIT A

SCOPE OF SERVICES

In exchange for receiving grant funds in the amount of up to \$168,000 from the New Hampshire Public Utilities Commission (PUC), Mascoma Meadows Cooperative, Inc. (Grantee) shall coordinate and oversee the design, development, procurement, construction, and installation by ReVision Impact Fund 2 LLC (Power Seller) and/or its subcontractors, of a 132.48 kW (DC) /100 kW (AC) ground-mounted solar photovoltaic (PV) array located at the Lebanon, New Hampshire location identified as the Mascoma Meadows Community Solar project in the Grantee's proposal. Specifically, the Grantee agrees to:

1. Cause to be installed and operated a solar PV system array by the Power Seller at or adjacent to the Mascoma Meadows Cooperative Residential Owned Community located in Lebanon, New Hampshire on 22 Rudsboro Road, pursuant to the terms and conditions of a power purchase agreement (PPA) with Power Seller.
2. Ensure the maintenance of the PV system and system components as recommended by the manufacturer and engineering specifications.
3. Uphold the commitment to provide park lot rent reduction to cooperative members participating in the community solar program for the life of the PV system, as set forth in the Grantee's proposal.
4. Manage the low-moderate income (LMI) 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 participants comprise the majority, for the full life of the PV system.
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 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, if and when the Grantee deems it economically advantageous to do so.
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 16, 2018 are incorporated herein by reference as further defining the scope of services to be rendered by the Grantee.

Grantee Initials *CG*
Date *5-10-18*
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 the PV 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

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5-10-18

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 system including, but not limited to, the Grantee's exercise of the option to purchase the PV system from Power Seller under the terms and conditions of the PPA;
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 CS
Date 05-10-18
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EXHIBIT B

GRANT AMOUNT, TERMS, AND METHODS OF PAYMENT

1. This grant agreement between the New Hampshire Public Utilities Commission (PUC) and Mascoma Meadows Cooperative, Inc. (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 \$168,000 to the Grantee, or as directed by Grantee, to ReVision Impact Fund 2 LLC, pursuant to the terms and conditions specified in this Exhibit B.
3. Any grant funds under the grant agreement will not be paid unless and until all of the following have occurred by the target date(s) specified:

Execution of power purchase agreement (PPA) by all necessary action between ReVision Impact Fund 2, LLC and Grantee.	June 30, 2018
Execution of group net metering agreement by all necessary action between Mascoma Meadows Cooperative, Inc. and cooperative residents.	July 31, 2018
Execution of real estate transfer by all necessary action with Abundant Life Church of God of Lebanon for purchase of real property for project installation.	July 31, 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 approved 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, 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 or for incorporation into the project.
5. The Grantee shall receive and review final paid invoices evidencing the full costs of design, development, procurement, construction and installation of the project from ReVision Impact

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Date 5-10-18
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Fund 2, LLC and/or its vendors and subcontractors, as contemplated by the PPA. Following approval by the Grantee of submitted invoices, the Grantee shall forward the approved invoices to the PUC Sustainable Energy Division for review and evaluation, 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 once per month. The amount of \$16,800 will be retained until the project is complete and shall be paid only when each of the following has occurred:

- (i) the project has been fully constructed and installed;
- (ii) the project has commenced operation;
- (iii) a complete Renewable Energy Source Eligibility application has been submitted to the PUC for certification of eligibility of the project to produce Class II RECs.

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 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 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.
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. Following review and approval of all such submitted invoices, the PUC shall pay the grant funds under the grant agreement.
9. The State agrees to make payment 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

Grantee Initials

Date

CG
5-10-18

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payments, are contingent on the availability of funds derived from the Renewable Energy Fund established and existing pursuant to RSA 362-F:10.

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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
\$ 50,000 for damage to rented premises (each occurrence)
\$ 5,000 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

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State of New Hampshire

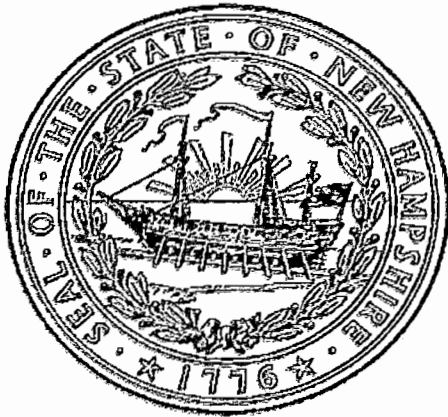
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that MASCOMA MEADOWS COOPERATIVE, INC. is a New Hampshire Consumer Cooperative registered to transact business in New Hampshire on August 24, 2006. 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: 563111

Certificate Number: 0004095079



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 9th day of May A.D. 2018.

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

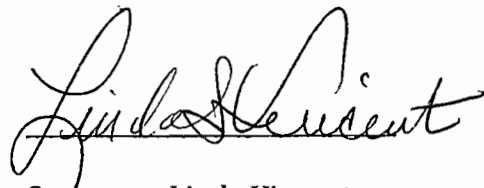
William M. Gardner
Secretary of State

Certificate of Vote

Pursuant to the By-Laws of Mascoma Meadows Cooperative, Inc. (the "Cooperative"), the Board of Directors of the Cooperative voted on May 9, 2018 to authorize Calvin Goude, the President of the Board of Directors of the Cooperative, 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 officer, shall be valid and binding upon the Cooperative. That vote was taken under the authority given to the Board of Directors by the Mascoma Meadows Cooperative community, at a meeting held on April 7, 2018 in accordance with the By-Laws of the Cooperative, at which the community voted unanimously to authorize the Board of Directors to enter into an agreement with the Public Utilities Commission to accept grant funding from the Renewable Energy Fund to fund development of a solar photovoltaic array to provide benefits to the Cooperative community.

I hereby certify that I am the Secretary of the Cooperative and that Calvin Goude is the duly elected officer as stated above of the Cooperative. Neither the vote of the Board of Directors nor the vote of the Cooperative community, as referenced above, has been amended, modified, revoked, or rescinded and both such votes remain in full force and effect as of the date of this certification.

Date: May 9, 2018



Secretary: Linda Vincent



MASCO50

OP ID: RK

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/09/2018

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 IMMANUEL Insurance Agy- SAN PO Box 300 3 Brittany Lane Barrington, NH 03825-0300 IMMANUEL Ins Agy Inc &	603-335-4300			CONTACT NAME: IMMANUEL Ins Agy Inc & PHONE (A/C, No, Ext): 603-335-4300		FAX (A/C, No): 603-822-7101
	E-MAIL ADDRESS: david@immanuelins.com					
INSURER(S) AFFORDING COVERAGE						NAIC #
INSURER A: Preferred Mutual						15024
INSURER B:						
INSURER C:						
INSURER D:						
INSURER E:						
INSURER F:						

INSURED **Mascoma Meadows Coop Inc.**
 c/o L Wessells
 22 Rudsboro Road #51
 Lebanon, NH 03766

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	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO JECT <input type="checkbox"/> LOC OTHER:	Y		CPP0190595277	06/30/2017	06/30/2018	EACH OCCURRENCE \$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000
							MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COM/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>
							E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$
A	Commercial Applica			CPP0190595277	06/30/2017	06/30/2018	

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

CERTIFICATE HOLDER PUBLIC2 Public Utility Commission 21 S Fruit St. #10 Concord, NH 03301	CANCELLATION 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 