

THE STATE OF NEW HAMPSHIRE

MR 5B

CHAIRMAN
Martin P. Honigberg

COMMISSIONERS
Robert R. Scott
Kathryn M. Bailey

EXECUTIVE DIRECTOR
Debra A. Howland



PUBLIC UTILITIES COMMISSION

21 S. Fruit Street, Suite 10
Concord, N.H. 03301-2429

TDD Access: Relay NH
1-800-735-2964

Tel. (603) 271-2431

FAX (603) 271-3878

Website:
www.puc.nh.gov

April 26, 2017

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 amend an award of grant funds to Ever Better Hydro Power, LLC, Vendor #272557, by extending the completion date from June 30, 2017, to June 30, 2018. The original contract in the amount of \$200,000 to Ever Better Hydro Power, LLC, was approved by the Governor and Executive Council on April 20, 2016, Item #28, to recover, reactivate, and operate the retired Pittsfield Hydroelectric Project located at property under its control. Funding is 100% Renewable Energy Fund (REF), a non-lapsing dedicated fund continually appropriated to the Commission pursuant to RSA 362-F:10. No additional funding is involved in this time extension.

EXPLANATION

With this funding, Ever Better Hydro Power, LLC will rebuild and reactivate the 415 kW hydroelectric generating station located at its facility in Pittsfield, NH. The grant award is providing approximately 33% of the total project cost of \$600,000. The Town of Pittsfield will benefit both through the increased property taxes to be paid by the renovated facility, and the State of New Hampshire will benefit through lease payments made by Ever Better Hydro Power.

It was anticipated that this project would be completed within the original twelve-month timeline. The project timeline was compromised due to challenges in the ownership acquisition of the property. The Grantee no longer plans to purchase the property but will maintain its long term lease on the facility. This change resulted in the need to seek outside financing for the construction phase of the project. Therefore, the original project schedule to achieve commercial operation by June 30, 2016, cannot be met. The Grantee, Ever Better Hydro Power, an affiliate of Ever Better Eating, Inc., maker of Rustic Crust food products, remains strongly committed to the project.

Therefore, the Commission is requesting a twelve month no-cost extension for Ever Better Hydro Power, LLC. All other provisions of the grant remain in effect pursuant to the approved contract.

Your consideration of this request is appreciated.

Respectfully submitted,

Martin P. Honigberg
Chairman

Attachments: Amendment and copy of original grant contract

**CONTRACT FOR SERVICES
STATE OF NEW HAMPSHIRE
and
Ever Better Hydro Power LLC**

Amendment No. 1

This Amendment (hereinafter called the "Amendment") dated this 25 day of April, 2017 is by and between the State of New Hampshire, acting by and through its Public Utilities Commission (hereinafter referred to as the "PUC"), and Ever Better Hydro, LLC (hereinafter referred to as the "Grantee").

WHEREAS, pursuant to an Agreement (hereinafter called the "Agreement") approved by the Governor and Executive Council as Item #28, on April 20, 2016, the Grantee agreed to recover, reactivate, and operate the retired Pittsfield Hydroelectric Project based upon the terms and conditions specified in the Agreement and in consideration of payment by the State of certain sums as specified therein; and


WHEREAS, the Grantee and the PUC have agreed to amend the Agreement to extend the completion date;

NOW THEREFORE, in consideration of the foregoing, and the covenants and conditions contained in the Agreement and set forth herein, the parties hereto do hereby agree as follows:


1. Amendment and Modification of the Agreement: The completion date as set forth in paragraph 1.6 and in Exhibit B of the agreement shall be changed to extend the completion date from June 30, 2017 to June 30, 2018.
2. Effective Date of Amendment: This Amendment shall take effect upon Governor and Executive Council approval.
3. Continuance of Agreement: Except as specifically amended and modified by the terms and conditions of this Amendment, the Agreement, and the obligations of the parties there under, shall remain in full force and effect in accordance with the terms and conditions set forth therein.

IN WITNESS WHEREOF, the parties have hereunto set their hands as of the day and year first above written.

THE STATE OF NEW HAMPSHIRE
Public Utilities Commission

By: 
Martin P. Honigberg, Chairman
Date: 4/26/17

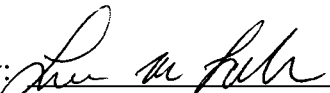
Ever Better Hydro Power LLC

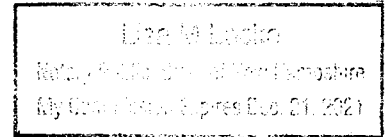
By: 
Brad Steel, CEO
Date: 4/25/17

STATE OF New Hampshire
County of Merrimack

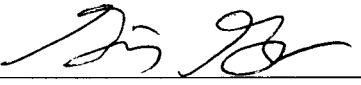
On this 26 day of April, 2017 before me personally appeared, Brad Steel, CEO of
Ever Better Hydro Power LLC, who executed the foregoing instrument for the purposes therein
contained.

In witness whereof I hereto set my hand and official seal.

By: 
Notary Public/Justice of the Peace



Approved as to form, substance and execution by the Attorney General this 449 day of ~~April~~ ^{May}
2017.


By: 
Brian Buonamano, Assistant ~~District~~ Attorney General

CERTIFICATE OF AUTHORITY
EVER BETTER HYDRO POWER, LLC

I, Bradford S. Sterl, Jr., as the sole Manager of Ever Better Hydro Power, LLC, a New Hampshire limited liability company (the "Company"), and having all necessary power and authority so to do, hereby authorize Douglas Troy, a duly authorized officer of the Company, to execute grant agreements, contracts, certificates, and other documents in the name of and on behalf of the Company, including, without limitation, a grant contract with the State of New Hampshire Public Utilities Commission to fund upgrades and improvements of the Company's hydroelectric project located in Pittsfield, New Hampshire; and I affirm that the execution of any such contract or obligation in the Company's name and on its behalf by such designated officer shall be valid and binding upon the Company.

I hereby certify that I am the sole Manager of the Company and that Doug Troy is a duly authorized officer of the Company as stated above. This Certificate of Authority has not been amended, revoked, or rescinded, and remains in full force and effect as of the date signed below.

4/26/2017
Date


Bradford S. Sterl, Jr., Sole Manager

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 EVER BETTER EATING, INC. is a New Hampshire Profit Corporation registered to transact business in New Hampshire on September 10, 1996. 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: 257279



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 25th day of April A.D. 2017.

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

William M. Gardner
Secretary of State

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/24/2017

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 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).

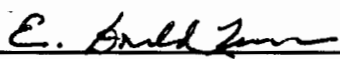
PRODUCER USI Insurance Services LLC 3 Executive Park Drive, Suite 300 Bedford, NH 03110 855 874-0123	CONTACT NAME: PHONE (A/C, No, Ext): 855 874-0123		FAX (A/C, No):
	E-MAIL ADDRESS:		
INSURED Ever Better Hydro Power, LLC PO Box 56 Pittsfield, NH 03263	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Acadia Insurance Company		31325
	INSURER B : Granite State WC Manufacturers		23809
	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 INSR	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 checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X	X	CPA515947112	08/03/2016	08/03/2017	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$250,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	X	X	CAA515947312	08/03/2016	08/03/2017	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$0	X	X	CUA515947512	08/03/2016	08/03/2017	EACH OCCURRENCE \$8,000,000 AGGREGATE \$8,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WC0120171000382 3A States: NH	01/01/2017	01/01/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
****Supplemental Names**:** Ever Better Eating, Inc., EBE Leasing LLC, Ever Better Eating, Inc., Simple IRA, Rustic Crust, Inc., & EBE Main Street Leasing LLC. The General Liability policy includes a Blanket Automatic Additional Insured endorsement that provides Additional Insured status to the certificate Holder only when there is written contract that requires such status, and only with regard to work performed on behalf of the Named Insured.

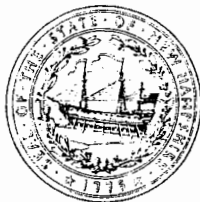
CERTIFICATE HOLDER Public Utilities Commission 21 S. Fruit St #10 Concord, NH 03301-2429	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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THE STATE OF NEW HAMPSHIRE

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FAX (603) 271-3878
Website:
www.puc.nh.gov

PO # 1050234

April 6, 2016

4/20/16
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✓

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Council
State House
Concord, NH 03301

Her Excellency and Honorable Councilors:

REQUESTED ACTION

272557

Authorize the New Hampshire Public Utilities Commission (Commission) to award grant funds in the amount of \$200,000.00 to Ever Better Hydro Power LLC, vendor number pending, to recover, reactivate, and operate the retired Pittsfield Hydroelectric Project located at property under its control from Governor and Council approval through June 30, 2017. Funding is 100% Renewable Energy Fund (REF), a non-lapsing special fund continually appropriated to the Commission pursuant to RSA 362-F:10.

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

	FY2016	Total
010-081-54540000-073-500579 Grants to Institutions – State	\$200,000.00	\$200,000.00

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 September 25, 2015, the Commission issued a Request for Proposals (RFP) pursuant to RSA 362-F:10 XI that requires the Commission to issue, on an annual basis, an RFP for renewable energy projects in the commercial and industrial sectors funded by grants from the REF.

The Commission received eight proposals requesting a total of \$3.2 million in funds in response to the RFP. Ever Better Hydro Power and three (3) others have been selected to receive a total of \$1,025,000 in this funding round. Attachment A provides additional information on the grant review and award process.

With these funds, Ever Better Hydro Power LLC will recover, reactivate, and operate the 415kW hydroelectric generating station located in Pittsfield, NH.

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
2015 Grant Review Process
Table of 2015 REF Grant Awards
Project Specific Facts and Figures

ATTACHMENT A – 2015 GRANT REVIEW PROCESS

The Public Utilities Commission (PUC) issued a Request for Proposals (RFP) on September 25, 2015 for renewable energy projects in the commercial and industrial sectors 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. The RFP required that the project create certain classes of renewable energy certificates, which would be available for use by electricity providers for compliance with the renewable portfolio standard requirements in New Hampshire. 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 widely circulated electronically to members of the Energy Efficiency and Sustainable Energy Board (EESSE Board), regular attendees at EESSE Board meetings, additional stakeholders known to have an interest in energy policy and programs, and the NH Municipal Association. The RFP was posted on the PUC website for the full submission period, and it was advertised in the New Hampshire Union Leader on September 28, 29, and 30, 2015. All responses were due by November 13, 2015. The Commission received eight (8) proposals requesting a total of \$3.17 million in grant funds for projects with a combined estimated project value of \$8.38 million.

The PUC employed a two-tier grant review process to evaluate the proposals. The initial review team consisted of three members including Stephen Eckberg (PUC Sustainable Energy Division), Joe Fontaine (Air Resources Division, DES) and Rick Minard (NH Office of Energy and Planning)¹. The second tier review team consisted of Public Utilities Commissioners including: Chairman Martin Honigberg; Commissioner Robert Scott; and Commission Kathryn Bailey.

The initial review team scored all proposals using the scoring criteria set forth in the RFP and those requirements set forth in NH Code of Administrative Rules Puc 2508.02 (b) and (c). The team scored all proposals using the pre-published scoring criteria developing a score for each from 0-100 points. Following the initial scoring, the team interviewed five (5) applicants. The review team assigned values for the factors outlined in the RFP which resulted in the final scores; ranks; and funding recommendations.

The initial review team 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 members of the initial review team. The Commissioners approved the review team's recommendations to award grant funds for four (4) renewable energy projects totaling \$1,025,000.

¹ Oversight was provided by Karen Cramton, Director of the PUC's Sustainable Energy Division.

**Attachment B
Proposed Renewable Energy Project Competitive Grant Awards 2015**

	Town/City	Technology (Capacity)	Total Project Costs	Proposed Grant Funding	Annual Renewable Energy Credits & Type (or Class I)	Cost Effectiveness (Grant \$ / 10yrs-REC)	Contract End Date
Ever Better Hydro	Pittsfield	Hydro (415kW)	\$600,000	\$200,000	1,400 Class IV	\$14.29	6/30/2017
Froling LLC	Peterborough	Biomass Thermal	\$627,000	\$300,000	3,186 Class I T	\$9.42	6/30/2017
Pemi-Baker Cooperative School District	Plymouth	Biomass Thermal (2.5MMBTU)	\$1,100,000	\$325,000	1,909 Class I T	\$17.02	12/31/2016
University of New Hampshire	Durham	Landfill Gas fueled Steam Electric Generation	\$600,000	\$200,000	402 Class IV	\$33.33	6/30/2017
TOTAL			\$2,927,000	\$1,025,000			

Attachment C
Ever Better Hydro Power LLC
Facts and Figures

Ever Better Hydro Power LLC will reclaim and reactivate the previously decommissioned hydro-electric generation facility at property under its control in Pittsfield, NH. The facility will be interconnected and net metered. It will be owned and operated by Ever Better Hydro Power LLC and all electricity generated will benefit Rustic Crust / Ever Better Eating providing approximately 2/3 of their total annual electricity load across two locations in Pittsfield, NH.

Technical Specifications:

Nameplate Rating: 415 kW Hydroelectric Generating Facility
To operate at estimated 39% capacity factor

Grant Cost Effectivenessⁱ : \$14.29/REC

Funding Analysis:

Total Project Cost: \$600,000
Leveraged Funds: \$400,000
Grant Amount: \$200,000 (approximately 33% of total project cost)
Payback Periodⁱⁱ 4.3 years (based on Total Project Cost and Generation Value)
2.9 years (based on Leveraged Funds and Generation Value)

Financial and Environmental Benefits:

Energy Generation: 1,400,000 kilowatt hours per year
Generation Value: \$139,860 per year
Cost Savings: per kWh savings for Rustic Crust / Ever Better Eating
Life Expectancy: 20+ years
CO₂ Avoided: 511 tons/year

Renewable Portfolio Standard RSA 362-F:1 Criteria:

- Generates 1,400 Class IV (or Class I) 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
- Reduces energy costs for Rustic Crust / Ever Better Eating in Pittsfield, NH
- Direct jobs during construction
- Reduced energy cost contributes to Company's ability to grow and create jobs in Pittsfield
- Project is employing local firms and contractors

Attachment C
Ever Better Hydro Power LLC
Facts and Figures

Transmission and Distribution:

Transmission:

The system will be interconnected to the grid and will use transmission and distribution equipment. The cost of any required upgrades due to interconnection will be the responsibility of the facility owner.

Distribution:

The Commission's rules provide that:

A distribution utility may perform an annual calculation to determine the net effect of net metering on its default service and distribution revenues and expenses in the prior calendar year. Pursuant to Puc 203, the commission shall determine by order, after notice and hearing, the utility-specific method of performing the calculation and applying the results, as well as a reconciliation mechanism to collect or credit any such net effects with appropriate carrying charges and credits applied. (N.H. Code Admin. Rules Puc 903.02(o))

This rule is intended to implement RSA 362-A:9, VII, which provides that:

A distribution utility may perform an annual calculation to determine the net effect this section had on its default service and distribution revenues and expenses in the prior calendar year. The method of performing the calculation and applying the results, as well as a reconciliation mechanism to collect or credit any such net effects with appropriate carrying charges and credits applied, shall be determined by the commission.

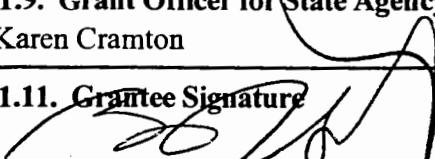
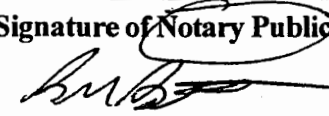


ⁱ The PUC used a metric defined as the grant amount divided by the total number of RECs over ten (10) years of energy production as a key criteria in evaluating and choosing grantees.

ⁱⁱ Simple payback calculated based only on total project costs (and leveraged funds) and generation value for ease of comparison among all project proposals. Eversource default energy service rate = \$0.0999/kWh as of 1/1/2016. This rate is comprised of \$0.0872 energy rate + \$0.0172 Merrimack Scrubber temporary cost recovery rate.


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 Ever Better Hydro Power LLC		1.4. Grantee Address 5 Main St., Pittsfield, NH 03263	
1.5. Effective Date March 23, 2016	1.6. Completion Date June 30, 2017	1.7. Audit Date	1.8. Grant Limitation \$200,000
1.9. Grant Officer for State Agency Karen Cramton		1.10. State Agency Telephone No. 603-271-2413	
1.11. Grantee Signature 		1.12. Name & Title of Grantee Signor Brad Steel, CEO	
1.13. Acknowledgment: State of <u>JH</u> , County of <u>Merrimack</u> , on <u>3/23/2016</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.			
1.13.1 Signature of Notary Public or Justice of the Peace (Seal) 		<div style="border: 1px solid black; padding: 2px;"> Rebecca E Britenriker Notary Public, State of New Hampshire My Commission Expires July 2, 2019 </div>	
1.13.2. Name and Title of Notary Public or Justice of the Peace <u>Rebecca Britenriker</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>4/4/16</u>	
1.17. Approval by the Governor and Council			
		On: <u> / / </u>	

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 
Date 3/22/16

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 3/22/11

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.


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Date 3/22/11

EXHIBIT A
SCOPE OF SERVICES

In exchange for receiving grant funds in the amount of up to \$200,000 from the New Hampshire Public Utilities Commission (PUC), Ever Better Hydro Power, LLC (Ever Better or Grantee) agrees to rebuild and reactivate the 415 kW hydroelectric generating station located in its facility in Pittsfield NH. Specifically, Ever Better agrees to:


1. Reactivate the FERC exemption needed to operate the 415 kW hydroelectric generating station at its facility in Pittsfield, NH.
2. Perform electrical and mechanical upgrades to the facility necessary for full operation including removal of penstock plug,
3. Maintain the system and system components as recommended by the manufacturer and engineering specifications.
4. Provide the PUC with reports and status updates as specified below in the section regarding "Deliverables."
5. Submit a complete application to the PUC for the hydroelectric dam's full electrical capacity to become eligible to produce New Hampshire renewable energy certificates (RECs).
6. Market the RECs to electricity providers in New Hampshire for compliance with the state's renewable portfolio standard law, RSA 362-F.
7. 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 set forth in the PUC's Request for Proposals issued September 25, 2016 and as revised October 16, 2015 and Grantee's Proposal dated November 13, 2015 are incorporated herein by reference as further defining the scope of services to be rendered by Grantee.

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. The written progress reports shall meet the following specifications:

Report Type	Reporting Period	Due Date	Scope of Report
Report #1	Through 6/30/2016	8/1/2016	Project progress, development & construction, significant accomplishments.
Report #2	7/1/2016 – 9/31/2016	11/1/2016	Same as above.
Report #3	10/1/2016 – 12/31/2016	2/1/2017	Same as above.
Report #4	1/1/2017 – 3/31/2017	5/1/2017	Same as above.
Report #6	4/1/2017 – 6/30/2017	8/1/2017	Same as above.
Annual Report	Calendar Years 2017 +	2/1/yyyy	Use annual report template to report

Grantee Initials 
Date 2/22/17
Page 1 of 2

			production results and accomplishments.
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All written reports submitted after the renovation, interconnection, and operation of the hydroelectric facility shall include, at a minimum, the following:

1. The quantity of electric energy produced (in kilowatt-hours generated) during the preceding calendar year;
2. The number of RECs produced during the preceding calendar year; and
3. The number of RECs sold during the preceding calendar year.

Grantee Initials DD
Date 3/27/16
Page 2 of 2

EXHIBIT B

GRANT AMOUNT, TERMS AND METHODS OF PAYMENT

1. This grant agreement commences upon approval by Governor and Executive Council and concludes on June 30, 2017.
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 \$200,000 to Ever Better Hydro Power, LLC (Ever Better or Grantee), pursuant to the terms and conditions specified in this Exhibit B.
3. Grantee shall not be paid any grant funds under the grant agreement unless and until all of the following have occurred by the target dates specified:

Receipt of all FERC license or exemption authority needed to operate and interconnect the hydroelectric generating facility	December 31, 2016
Receipt of all state and local permits, licenses, consents, and approvals required for construction, installation and operation of the project	January 30, 2017

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

4. 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 and installation of the project. 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. 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 once per month. The amount of \$20,000 will be retained until the project is complete and shall be paid to Grantee only when each of the following has occurred:
 - (i) the project has been fully constructed and installed,
 - (ii) the project has been successfully interconnected with the electric distribution system,
 - (iii) the project has commenced commercial operation,
 - (iv) Grantee has submitted a complete application to the PUC for certification of eligibility of the project to produce Class I or Class IV RECs.

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.

Grantee Initials
Date 3/22/14

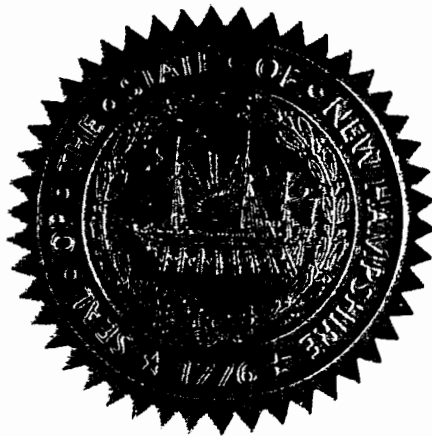
6. Each reimbursement request shall provide a detailed listing of project expenses incurred with supporting documentation. Grantee shall document all project expenditures for which reimbursement is requested with appropriate back-up documentation, including, but not limited to, receipts, invoices, bills, 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. 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.
8. 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.
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. 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 DJ
Date 3/22/18
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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 Ever Better Hydro Power, LLC is a New Hampshire limited liability company filed on December 15, 2015. I further certify that it is in good standing as far as this office is concerned, having paid the fees required by law; and that a certificate of cancellation has not been filed.



In TESTIMONY WHEREOF, I hereto
set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 15th day of December, A.D. 2015

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

William M. Gardner
Secretary of State

CERTIFICATE OF AUTHORITY

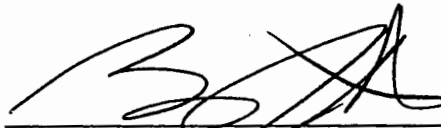
EVER BETTER HYDRO POWER, LLC

I, Bradford S. Sterl, Jr., as the sole Manager of Ever Better Hydro Power, LLC, a New Hampshire limited liability company (the "Company"), and having all necessary power and authority so to do, hereby authorize Doug Troy, a duly authorized officer of the Company, to execute grant agreements, contracts, certificates, and other documents in the name of and on behalf of the Company, including, without limitation, a grant contract with the State of New Hampshire Public Utilities Commission to fund upgrades and improvements of the Company's hydroelectric project located in Pittsfield, New Hampshire; and I affirm that the execution of any such contract or obligation in the Company's name and on its behalf by such designated officer shall be valid and binding upon the Company.

I hereby certify that I am the sole Manager of the Company and that Doug Troy is a duly authorized officer of the Company as stated above. This Certificate of Authority has not been amended, revoked, or rescinded, and remains in full force and effect as of the date signed below.

3-21-2016

Date



Bradford S. Sterl, Jr., Sole Manager

CERTIFICATE OF AUTHORITY

EVER BETTER HYDRO POWER, LLC

The undersigned, Bradford S. Sterl, Jr., being the Manager of Ever Better Hydro Power, LLC, a New Hampshire limited liability company (the "**Company**"), does hereby certify as follows:

I am the duly appointed and serving manager of the Company, and Doug Troy is a duly authorized officer of the Company. As manager of the Company, I have authorized Doug Troy to represent the Company before the New Hampshire Public Utilities Commission ("**PUC**") and the Federal Energy Regulatory Commission ("**FERC**"), to execute and deliver all such contracts, agreements, certificates and other documents and instruments, and to enter into all such other obligations on behalf of the Company, that he deems necessary or appropriate in order for the Company to be able to purchase, lease, develop, own, license, and operate the Hydroelectric Generating Assets (as defined below), in accordance with the requirements of the PUC, FERC and other federal, state and local governmental authorities having jurisdiction over such activities. In furtherance of the foregoing general grant of authority, and not by way of limitation, as the duly appointed and serving Manager of the Company, I have authorized Doug Troy to negotiate, enter into, execute and deliver all such leases, contracts, agreements, certificates and other documents as he deems necessary or appropriate in order for the Company to purchase or lease the following hydroelectric generating assets located on or adjacent to a certain parcel of real estate having an address of 5 Main Street in Pittsfield, New Hampshire (the "**Real Estate**") which Real Estate abuts and has frontage on the Suncook River (collectively, the "**Hydroelectric Generating Assets**"): an existing dam on the Suncook River that is owned by the State of New Hampshire and is commonly referred to as the Pittsfield Mill Dam and which is approximately 470 feet long and 16 feet high; an existing spillway equipped with two gates and two stop log bays which is approximately 159 feet long; an existing impoundment of approximately 20 acres with approximately 112 feet of storage capacity at the dam spillway crest elevation of 474.5 feet mean sea level; the existing powerhouse containing an existing 415 kW turbine generating unit; an existing tailrace that is approximately 65 feet long; a new transmission line of approximately 200 feet in length; and appurtenant facilities, which would have annual generating capacity estimated to be approximately 2.00 GWh.


This authorization has not been amended or rescinded, and remains in full force and effect, as of the date shown below.

EVER BETTER HYDRO POWER, LLC

Date:

3/8/16

By:


Bradford, S. Sterl, Jr., its Manager