

STATE OF NEW HAMPSHIRE

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

May 27, 2021

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 \$160,000 to Great River Hydro, LLC, vendor number 358029, to construct and operate an additional 4.6 MW unit at the Moore Development of the Fifteen Mile Falls Hydroelectric Project, from Governor and Council approval through December 31, 2022. Funding is 100% Renewable Energy Fund (REF), a non-lapsing special fund established pursuant to RSA 362-F:10.

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

	FY2021	Total
010-081-54540000-073-500579 Grants Non Federal	\$160,000	\$160,000

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 January 8, 2021, the Commission issued a Request for Proposals (RFP) #2021-001 pursuant to RSA 362-F:10, X. That statute requires the Commission to issue, on an annual basis, an RFP for renewable energy projects in the nonresidential sector funded by grants from the REF.

The Commission received six (6) proposals requesting a total of \$2.053 million in funds in response to the RFP. The Great River Hydro, LLC project and three (3) other proposals have been selected to receive a total of \$1,163,000 in this funding round. Attachment 1 provides additional information on the grant review and award process, and Attachment 2 provides a summary of all grant awards.

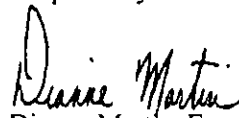
With these funds, Great River Hydro, LLC will construct and operate an additional 4.6 MW unit at the Moore Development of the Fifteen Mile Falls Hydroelectric Project, from Governor and Council approval through December 31, 2022. The new unit will more efficiently provide the required minimum flow than

the current mode of operation and will incrementally increase generation and capacity at the facility. This increased generation will qualify for New Hampshire Class I RECs and is expected to yield approximately 40,366 Class I RECs annually. The project's technical specifications are described in Attachment 3.

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

I am available to answer any questions you may have. Thank you very much for your consideration.

Respectfully submitted,



Dianne Martin, Esq.
Chairwoman
603-931-2389

Attachments:

Agreement with Exhibits

Attachment 1 - Nonresidential Competitive Grant Review Process

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

Attachment 3 - Project Facts and Figures Overview

ATTACHMENT 1 – NONRESIDENTIAL COMPETITIVE GRANT REVIEW PROCESS

The Public Utilities Commission (PUC) issued a Request for Proposals (RFP) on January 8, 2021 for renewable energy projects in the nonresidential sector which would be eligible to generate Class I, Class I Thermal, or Class IV renewable energy certificates (RECs). The RFP was generally similar to that issued in the prior year. The RFP required that the project create certain classes of RECs, 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 (EESB Board), regular attendees at EESB Board meetings, additional stakeholders known to have an interest in energy policy and programs, and Clean Energy NH. The RFP was posted on the PUC website for the full submission period, and was advertised in the New Hampshire Union Leader on January 11 – 13, 2021. All responses were due by February 12, 2021. The Commission received six (6) proposals requesting a total of \$2.053 million in grant funds for projects with combined estimated total project costs of \$20.858 million.

The PUC employed a two-tier grant review process to evaluate the proposals. The initial review team consisted of members of the PUC, the Department of Environmental Services, and the Office of Strategic Initiatives. The second review team consisted of the PUC Commissioners.

The initial review team scored the six (6) proposals using the scoring criteria set forth in the RFP and those requirements set forth in N.H. Code of Administrative Rules Puc 2508.02 (b) and (c). Based on proposal scores and the program budget, the initial review team provided a recommendation to the Commission.

The Commissioners were provided with project scores, project descriptions, and recommendations for funding. The Commissioners approved grant funding for four (4) renewable energy projects in the total amount of \$1,163,000.

Attachment 2
Proposed Renewable Energy Fund Nonresidential Competitive Grant Awards

	Town/City	Technology (Capacity)	Total Project Costs	Proposed Grant Funding	Annual Renewable Energy Certificates & Class	Cost Effectiveness (Grant \$ / 10yrs-REC)	Contract End Date
Great River Hydro, LLC	Littleton	Hydroelectric (4,600 kW)	\$12,316,000	\$160,000	40,366 Class I	\$1.38	12/31/2022
DCI, Inc.	Lisbon	Biomass Thermal Heating (2,930 kW)	\$2,863,000	\$500,000	8,580 Class I Thermal	\$5.83	12/31/2022
Sunapee School District (Sunapee Central School and Gym)	Sunapee	Biomass Thermal Heating (600 kW)	\$810,000	\$270,000	1,424 Class I Thermal	\$18.96	12/31/2022
Cheshire County (District and Superior Court House, and County Hall Building)	Keene	Biomass Thermal Heating (381 kW)	\$433,000	\$233,000	1,039 Class I Thermal	\$22.43	12/31/2022
TOTAL			\$16,422,000	\$1,163,000			

Attachment 3

Great River Hydro, LLC – Moore Minimum Flow Project

Facts and Figures

As part of an efficiency upgrade project, Great River Hydro, LLC will construct and operate an additional 4.6 MW unit at the Moore Development of the Fifteen Mile Falls Hydroelectric Project. The new unit will more efficiently provide the required minimum flow than the current mode of operation and will incrementally increase generation and capacity at the facility. This increased generation will qualify for New Hampshire Class I RECs and is expected to yield approximately 40,366 Class I RECs annually.

Facility Size: 4.6 MW Capacity Turbine Generator

Grant Cost Effectivenessⁱ: \$1.38/REC (over 10 years)

Funding Analysis:

Total Project Cost:	\$12,316,000
Leveraged Funds:	\$12,156,000
Grant Amount:	\$ 160,000

Financial and Environmental Benefits:

Energy Generation:	36,266,400 kWh/year
Generation Value ⁱⁱ :	\$2,340,824/year REC sales
20-Year LCOE ⁱⁱⁱ :	\$0.027/kWh
Life Expectancy:	30 years
CO ₂ Avoided:	13,237 tons/year

Renewable Portfolio Standard RSA 362-F:1 Criteria:

- Generates 40,366 Class I renewable energy certificates (RECs) per year based on estimated generation above the historical baseline average, as defined by New Hampshire RPS statute and rules
- Supports fuel diversity
- Reduces the amount of greenhouse gases, nitrogen oxides and particulate matter emissions compared to fuel oil; thereby improving air quality and public health

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



ⁱⁱ Generation value is based on the Alternative Compliance Payment (ACP) value for the project's estimated incremental annual REC generation. The ACP rate for Class I is \$57.99/MWh in 2021; therefore, 40,366 RECs/year is equivalent to \$2,340,824 in Generation Value.

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

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., Ste. 10, Concord, NH 03301	
1.3. Grantee Name Great River Hydro, LLC		1.4. Grantee Address 12 Turnpike Rd Ste 202, Westborough, MA 01581	
1.5. Effective Date G&C Approval	1.6 Completion Date December 31, 2022	1.7. Audit Date	1.8. Grant Limitation \$160,000
1.9. Grant Officer for State Agency Karen Cramton, Director, Sustainable Energy		1.10. State Agency Telephone No. 603-271-2431	
1.11. Grantee Signature 		1.12. Name & Title of Grantee Signor Scott D. Hall, President & CEO	
1.13. Acknowledgment: State of _____, County of _____, on ___/___/___, 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)			
1.13.2. Name and Title of Notary Public or Justice of the Peace			
1.14. State Agency Signature(s) 		1.15. Name & Title of State Agency Signor(s) Dianne Martin, Chairwoman	
1.16. Approval by Attorney General (Form, Substance and Execution) By: <i>Takmina Rakhmatova</i> Assistant Attorney General, on: <u>5/28/2021</u>			
1.17. Approval by the Governor and Council on: ___/___/___			

2. SCOPE OF WORK: In exchange for grant funds provided by the State of New Hampshire, acting through the agency identified in block 1.1 (hereinafter referred to as "the State"), the Grantee identified in block 1.3 (hereinafter referred to as "the Grantee"), shall perform that work identified and more particularly described in the scope of work attached hereto as EXHIBIT 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 *SDH*
Date *5/28/21*

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 *SDA*
Date *5/26/21*

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 SDH
Date 5/26/21

EXHIBIT A

SCOPE OF WORK

In exchange for receiving grant funds in an amount not to exceed \$160,000 from the New Hampshire Public Utilities Commission (Commission), Great River Hydro, LLC (Grantee) agrees to install an additional 4.6 MW generator at the Moore Dam hydroelectric facility located at River Mile 283 in Littleton, New Hampshire. Specifically, the Grantee agrees to:

1. Construct and operate an additional 4.6 MW generator (Unit 5) at the Moore Development of the Fifteen Mile Falls Hydroelectric Project as described in Grantee's Proposal in response to Commission RFP #2021-001, Grants for Renewable Energy Generation Projects in the Nonresidential Sector submitted on February 12, 2021 (the Proposal), including, but not limited to, the installation of the generator and turbine, and necessary electrical and mechanical upgrades (Project). The description of Project work set forth in the Proposal is incorporated herein by reference, provided that the State in its sole discretion may approve functionally equivalent substitutions for any equipment, materials, methods, or means associated with said described Project work. The Project scope reimbursable with grant funds hereunder includes all materials and labor required to complete the Project, including that of outside contractors, subcontractors, consultants, engineers, and other members of the Project team.
2. Maintain all components of the Project as recommended by its manufacturer and/or engineering specifications.
3. Provide the Commission with reports and status updates as specified in the "Deliverables" section.
4. Submit a complete New Hampshire Class I Renewable Energy Source Eligibility application to the Commission for the certification of the incremental new production attributable to the Project to produce New Hampshire Class I renewable energy certificates (RECs).
5. Market the Project RECs to electricity providers in New Hampshire for compliance with the state's renewable portfolio standard law, RSA 362-F.
6. Acknowledge the Renewable Energy Fund as a source of funds used for the Project in any literature, press release, or public discussion of the Project.

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

Grantee Initials SDH
Date 5/26/21
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DELIVERABLES

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

Report Type	Reporting Period	Due Date	Scope of Report
Report #1	7/1/2021 – 9/30/2021	11/1/2021	Project progress, development and construction, significant accomplishments.
Report #2	10/1/2021 - 12/31/2021	2/1/2022	Same as above.
Report #3	1/1/2022 – 3/31/2022	5/1/2022	Same as above.
Report #4	4/1/2022 – 6/30/2022	8/1/2022	Same as above.
Report #5	7/1/2022 – 9/30/2022	11/1/2022	Same as above.
Annual Report	Calendar Years 2022 - 2031	2/1 of the immediately following year	Use annual report template to report information listed below.

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

1. Identification of the Grantee, Project, RFP 2021-001, and updated contact information;
2. The quantity of electricity produced (kilowatt-hours generated) by the Project during the preceding calendar year;
3. The number of Class I RECs produced during the preceding calendar year;
4. The number of Class I RECs sold during the preceding calendar year;
5. Relevant details about operations, such as maintenance or production issues; and
6. Economic data, including, but not limited to, job creation data to the extent possible, for activity performed during construction and operation of the Project and after completion of the Project. Such data shall include the total jobs created as a result of the development and operation of the Project.

Grantee Initials

Date

SDH
5/26/21

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EXHIBIT B

GRANT AMOUNT, TERMS AND METHODS OF PAYMENT

1. This grant agreement between the New Hampshire Public Utilities Commission (Commission) and Great River Hydro, LLC (Grantee) commences upon approval by the Governor and Executive Council and concludes on December 31, 2022.
2. In consideration of the satisfactory performance of the obligations described in Exhibit A, including the construction and operation of the Project (as defined in Exhibit A), as determined by the State, the State agrees to pay an amount not to exceed \$160,000 to the Grantee, 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 dates specified:

Receipt of all necessary permits, licenses, consents, and approvals from all applicable authorities having jurisdiction, including, but not limited to, FERC, environmental, historic resources, electric, and building permits.	September 30, 2021
Delivery of turbine/generator equipment from manufacturer.	December 31, 2021

The 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 at its sole discretion for good cause shown upon written request by the Grantee.

4. The Grantee's reimbursement requests shall cover only the costs of materials and equipment delivered to the site of the Project and incorporated into or to be incorporated into the Project and only labor costs directly related to the design, construction and installation of the Project. The Grantee's reimbursement requests shall not include the costs of any deposits or prepayments for equipment or materials ordered or procured for the Project unless and until such equipment and materials are delivered to the Project site and incorporated into the Project, or delivered to the Project site for incorporation into the Project, or used at the Project site for the purpose(s) for which procured.
5. The Grantee may submit reimbursement requests to the Commission, 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, and further consistent with the grant agreement General Provisions. Reimbursement requests shall be submitted not more frequently than once per month. No more than 50% of the grant amount (i.e., \$80,000) will be reimbursed for materials and equipment expenditures prior to the commencement of substantial on-site Project work. The amount of \$16,000 will be retained until the Project is complete and shall be paid to the Grantee only when each of the following has occurred:
 - (i) the Project has been fully constructed and installed;
 - (ii) the Project has commenced operation;

Grantee Initials SMA
Date 5/26/21
Page 1 of 2

- (iii) the Grantee has submitted an application, deemed complete by the Commission, for certification of eligibility of the Project to produce incremental Class 1 RECs; and
- (iv) a site visit has been conducted by a member of the Commission staff, if the Commission deems such a site visit necessary.

The State shall not be responsible for any Project expenses incurred that exceed the total grant amount or are not eligible for reimbursement under this Exhibit 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. 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 Commission, 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 Commission.
8. Reimbursement requests shall be reviewed for compliance with the scope of work set forth in Exhibit A, and the reimbursement terms and conditions of this Exhibit B, and approved or rejected by the Director of the Sustainable Energy Division or her designee. Additional documentation may be requested as determined by the State.
9. The State agrees to make payment to the Grantee within 30 days after the approval of reimbursement requests as described in paragraph 8 above and submitted in compliance with this Exhibit 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 SDA
Date 5/26/21
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EXHIBIT C

SPECIAL PROVISIONS

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
- \$1,000,000 for damage to rented premises
- \$10,000 for medical expenses
- \$1,000,000 for personal and advertising injury
- \$2,000,000 for general aggregate
- \$2,000,000 for products and completed operations aggregate

Each policy shall contain a clause prohibiting cancellation of the policy until written notice is provided to the State thirty (30) days before termination except ten (10) days for non-payment of premium. Grantee shall provide advanced written notice regarding modification.

COVID-19 Addendum Language per NHDOJ Guidance 5-18-20

The Grantee acknowledges and agrees that this Agreement was entered into following the coronavirus disease 2019 (COVID-19) outbreak. The Grantee agrees that to the extent the COVID-19 outbreak, or any federal, state or local orders, regulations, rules, restrictions, or emergency declarations relating to COVID-19, disrupt, delay, or otherwise impact the Scope of Services to be performed by the Grantee as set forth in EXHIBIT B of this Agreement, any such disruption, delay, or other impact was foreseeable at the time this Agreement was entered into by the Parties and does not excuse the Grantee's performance under this Agreement. The Grantee agrees that any such impact, including any disruption to supply chains, workforce reductions, delays or interruptions in performance, or other effects on businesses, are not the fault of the State and the Grantee may not seek damages against the State for any such impacts.

If the Grantee experiences or anticipates any such COVID-19-related impacts to this Agreement, the Grantee shall immediately notify the Contracting Officer. In the event of any COVID-19-related impact or anticipated impact to this Agreement, the Contracting Officer shall have the right to temporarily modify, substitute, or decrease the Services, without the approval of the Governor and Executive Council, upon giving written notice to the Grantee. The State's right to modify includes, but is not limited to the right to modify service priorities, including how and when Services are delivered, and expenditure requirements under this Agreement so as to achieve compliance therewith, provided such modifications are within the Scope of Services and cost limitations of this Agreement. By exercising any of the rights described within this subsection, the State does not waive any of its right under this Agreement.

In the event that a modification by the State under this subsection would result in a reduction of Services that cannot be supplemented during the remaining term of this Agreement with either replacement or substituted services of substantially similar value, the Parties shall submit an

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amendment to this Agreement with a commensurate reduction in the price. In order to facilitate reconciliation of services performed under this Agreement, the Grantee shall submit weekly reports detailing the following for any service not fully performed pursuant to the terms of the Agreement:

- 1) The services required to be performed under the terms of this Agreement as written;
- 2) The services actually performed;
- 3) Any replacement or substituted services performed with reference to the associated unperformed contracted services.

State of New Hampshire

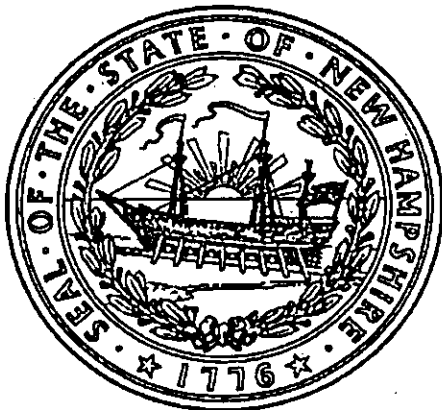
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that GREAT RIVER HYDRO, LLC is a Delaware Limited Liability Company registered to transact business in New Hampshire on October 22, 2004. 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: 494969

Certificate Number: 0005355609



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 22nd day of April A.D. 2021.

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

William M. Gardner
Secretary of State

OFFICER'S CERTIFICATE

GREAT RIVER HYDRO, LLC
a Delaware limited liability company

I, Christine M. Miller, hereby certify that I am the duly elected Secretary of Great River Hydro, LLC. I hereby certify that the following is a true copy of a written consent in lieu of meeting of the board of managers (the "Board") of Great River Hydro NE, LLC, a Delaware limited liability company (the "Parent"), on behalf of Parent as the Managing Member of Great River Hydro, LLC (the "Company"), duly adopted by the Company on May 11, 2021.

RESOLVED: That Scott D. Hall, President and CEO, is duly authorized to enter into a contract on behalf of the Company with the New Hampshire Public Utilities Commission, in connection with the Company receiving a grant for the construction of renewable energy generation in the State of New Hampshire and is further authorized to execute any documents which may in his judgement be desirable or necessary to effect the purpose of this resolution.

I hereby certify that said resolution has not been amended or repealed and remains in full force and effect as of the 14th day of May, 2021. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person listed above currently occupies the position indicated and that he has full authority to bind the limited liability company to the specific contract indicated. This authority shall remain valid for thirty (30) days from the date of this Officer's Certificate.

Date: May 14, 2021

ATTEST: Christine Miller
Name: Christine M. Miller
Title: Secretary



CERTIFICATE OF LIABILITY INSURANCE

4/19/2022

DATE (MM/DD/YYYY)
5/13/2021

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 LOCKTON COMPANIES 3657 BRIARPARK DRIVE, SUITE 700 HOUSTON TX 77042 866-260-3538	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Federal Insurance Company	20281
INSURED 1492730 Great River Hydro, LLC Great River Hydro Holdings, LLC Great River Hydro NE, LLC 112 Tumpike Road, Suite 202 Westborough MA 01581	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES CERTIFICATE NUMBER: 17556057 REVISION NUMBER: XXXXXXXX

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	N	N	3605-44-07	4/19/2021	4/19/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 OTHER: \$
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC						
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY			NOT APPLICABLE			COMBINED SINGLE LIMIT (Ea accident) \$ XXXXXXXX BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX OTHER: \$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX OTHER: \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	71770812	4/19/2021	4/19/2022	<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)
THIS CERTIFICATE SUPERSEDES ALL PREVIOUSLY ISSUED CERTIFICATES FOR THIS HOLDER, APPLICABLE TO THE CARRIERS LISTED AND THE POLICY TERM(S) REFERENCED.
All policies include a blanket notice of cancellation to certificate holders endorsement, providing for 30 days' advance notice if the policy is cancelled by the company other than for nonpayment of premium, 10 days' notice if the policy is cancelled for nonpayment of premium. Notice is sent to certificate holders with mailing addresses on file with the agent or the company.

CERTIFICATE HOLDER**CANCELLATION**

17556057

New Hampshire Public Utilities Commission
21 South Fruit Street, Suite 10
Concord NH 03301-2429

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

Grants for Renewable Energy Generation Projects in the Nonresidential Sector

SCORING SUMMARY MATRIX

Six proposals were reviewed, proposers interviewed, and scoring completed by the PUC, OSI and DES staff evaluation team. The four highest-scoring proposals were selected for grant awards.

Scoring Criteria & Maximum Points	Cheshire County	Cocheco Falls	DCI, Inc.	Garvins Falls	Great River Hydro	Sunapee School District
Grant \$/REC (Max. 25)	20	25	25	25	25	20
Levelized Cost of Energy (LCOE)p (Max. 20)	16	16	12	12	20	16
Benefits to New Hampshire (Max. 20)	13	4	10	8	8	13
Project Readiness and Community Support (Max. 15)	13	12	13	9	11	12
Matching and Other Funding Sources (Max. 10)	5	4	7	6	6	7
Environmental Benefits (Max. 10)	4	8	9	9	10	6
TOTAL SCORE	71	69	76	69	80	74