

STATE OF NEW HAMPSHIRE

CHAIRWOMAN
Dianne Martin

COMMISSIONER
Kathryn M. Bailey

EXECUTIVE DIRECTOR
Debra A. Howland



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

5E m.c.
TDD Access: Relay NH
1-800-735-2964

Tel. (603) 271-2431

Website:
www.puc.nh.gov

December 9, 2020

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

His Excellency and Honorable Councilors:

REQUESTED ACTION

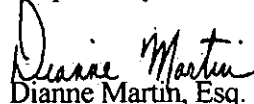
Authorize the New Hampshire Public Utilities Commission (Commission) to amend an award of grant funds to the Town of Peterborough, Vendor #177459, by extending the completion date from December 31, 2020 to December 31, 2021. The original agreement in the amount of \$300,000 to the Town of Peterborough was approved by the Governor and Executive Council on May 2, 2018, Item #64, to install and operate a biomass thermal heating and cooling system at the Peterborough Town Library. An amendment was approved by the Governor and Executive Council on November 25, 2019, Item #5A, which extended the expiration date by twelve months from December 31, 2019 to December 31, 2020. Funding is 100% Renewable Energy Fund (REF), a non-lapsing special fund established pursuant to RSA 362-F:10. No additional funding is requested.

EXPLANATION

With this funding, the Town of Peterborough will install and operate a biomass thermal heating and cooling system at the Peterborough Town Library as part of a major library reconstruction project. The library reconstruction project, which is being performed by a variety of different contractors, has encountered delays due to the COVID-19 pandemic. Of particular relevance is the delay with the demolition and construction of a new boiler room. The contractor for the biomass project funded by this grant has been unable to deliver the boiler and other necessary equipment to the site as installation of the thermal and cooling system cannot begin until the new boiler room is completed. It is estimated that the boiler room will be completed in the coming weeks and the biomass project can begin in earnest during January 2021. In light of the delays and the continuing pandemic, the Commission is requesting a twelve-month no-cost extension to the grant agreement. All other provisions of the agreement remain in effect. In the event that REF funds are insufficient or are no longer available, General Funds will not be requested to support this agreement.

Your consideration of this request is appreciated.

Respectfully submitted,


Dianne Martin, Esq.
Chairwoman

Attachments:
Amendment and copy of previously approved amendment
Original grant contract

AGREEMENT FOR GRANT FUNDS

State of New Hampshire
and
Town of Peterborough

Amendment No. 2

This Amendment (hereinafter called the "Amendment") dated this 8th day of December, 2020 is by and between the State of New Hampshire, acting by and through its Public Utilities Commission (hereinafter referred to as the "PUC"), and the Town of Peterborough (hereinafter referred to as the "Grantee") and collectively referred to as "the Parties."

WHEREAS, pursuant to an Agreement (hereinafter called the "Agreement") approved by the Governor and Executive Council as Item #64, on May 2, 2018 and amended as Item #5A, on November 25, 2019, the Grantee agreed to install and operate a biomass thermal heating and cooling system at the Peterborough Town Library located in Peterborough, NH, 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, on Friday, March 13, 2020, the President of the United States declared a National Emergency Concerning the Novel Coronavirus Disease (COVID-19) Outbreak, and on Friday, March 13, 2020, the Governor of the State of New Hampshire issued Executive Order 2020-04, an order declaring a State of Emergency due to COVID-19;

WHEREAS, the COVID-19 Outbreak impacts the services provided under the Agreement;

WHEREAS, the Parties desire to amend the Agreement as provided in this Amendment;
and

WHEREAS, the Agreement allows for amendments by an instrument in writing executed by both Parties;

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

1. Section 1.6, Completion Date, of the General Provisions of the existing Agreement is hereby deleted in its entirety and replaced with the following: December 31, 2021.
2. Exhibit A, Table of Deliverables is amended to add three (3) additional progress reports which will be:
 - a. Report #11 covering the period 1/1/2021 – 3/31/2021 with report due on 5/1/2021;

Grantee Initials

Date 12/8/2020

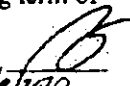
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- b. Report #12 covering the period 4/1/2021 – 6/30/2021 with report due on 8/1/2021;
 - c. Report #13 covering the period 7/1/2021 – 9/30/2021 with report due on 11/1/2021;
 - d. Report #14 covering the period 10/1/2021 – 12/31/2021 with report due on 2/1/2022.
3. Amendment and Modification of Exhibit B of the Agreement: The completion date shall be changed to extend the completion date from December 31, 2020 to December 31, 2021.
4. Amendment and Modification of Exhibit B of the Agreement: The date by which the Grantee shall have received all federal, state, and local permits, licenses, consents, and approvals required for the construction, installation, and operation of the project, except items related to final emissions testing after system is operational shall be changed from December 31, 2018 to December 31, 2020.
5. Exhibit C is hereby amended to add the following language thereto:

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 A 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 Commission. In the event of any COVID-19-related impact or anticipated impact to this Agreement, the Commission shall have the right to temporarily modify, substitute, or decrease the Services 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

Grantee Initials 
Date 12/2/2020
Page 2 of 3

this Agreement with either replacement or substituted services of substantially similar value, the Parties shall submit an 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.
6. Effective Date of Amendment: This Amendment shall take effect upon approval by the Governor and Executive Council.
7. 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 thereunder, shall remain in full force and effect in accordance with the terms and conditions set forth therein.

IN WITNESS WHEREOF, the Parties have set their hands the date first-written above.

Town of Peterborough

By: [Signature]
Rodney Bartlett, Town Administrator

Date: 12/2/2020

STATE OF NEW HAMPSHIRE
Public Utilities Commission

[Signature]
Dianne Martin, Chairwoman

Date: 12/9/2020

Approval by the Attorney General's Office (Form, Substance and Execution)

[Signature]
Print Name and Title
J.D. LAVALETTE, Assistant Attorney General

Date: 12/9/2020

Approval by the Governor and Executive Council

G&C Item number: _____

G&C Meeting Date: _____

Grantee Initials [Signature]

Date 12/3/2020

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CERTIFICATE OF AUTHORITY

I, Linda Guyette, Town Clerk of Peterborough, New Hampshire do hereby certify that:

- (1) at the Select Board Meeting held December 8th, 2020 the Board of Selectmen voted to extend for one year the grant agreement with the State of New Hampshire Public Utilities Commission and to accept and expend grant funds in the amount of \$300,000 for a biomass heating and cooling system for the Town Library rebuilding project;
- (2) The Select Board further authorized the Town Administrator to execute any documents which may be necessary to effectuate the contract extension.
- (3) Those authorizations have not been revoked, annulled, or amended in any manner whatsoever, and remain in full force and effect as of the date hereof; and
- (4) the following person has been appointed to and now occupies the office indicated under item (2) above:

Rodney Bartlett, Town Administrator

IN WITNESS WHEREOF, I have hereunto set my hand as the Town Clerk of Peterborough, New Hampshire, this 8th day of December, 2020.


Linda Guyette, Town Clerk


My commission expires;

State of New Hampshire
County of HILLSBOROUGH

On this the 8th day of December, 2020, before me Nicole M. MacStay, the undersigned officer, personally appeared Linda Guyette who acknowledged herself to be the Town Clerk of Peterborough, New Hampshire, and that she as such Town Clerk, being authorized to do so, executed the foregoing certificate for the purposes therein contained.

In witness whereof I have hereunto set my hand and official seal.

(Seal)


Notary Public / Justice of the Peace
Commission Expiration Date: _____

NICOLE M. MacSTAY, Justice of the Peace
State of New Hampshire
My Commission Expires August 23, 2022

CERTIFICATE OF COVERAGE

The New Hampshire Public Risk Management Exchange (Primex³) is organized under the New Hampshire Revised Statutes Annotated, Chapter 5-B, Pooled Risk Management Programs. In accordance with those statutes, its Trust Agreement and bylaws, Primex³ is authorized to provide pooled risk management programs established for the benefit of political subdivisions in the State of New Hampshire.

Each member of Primex³ is entitled to the categories of coverage set forth below. In addition, Primex³ may extend the same coverage to non-members. However, any coverage extended to a non-member is subject to all of the terms, conditions, exclusions, amendments, rules, policies and procedures that are applicable to the members of Primex³, including but not limited to the final and binding resolution of all claims and coverage disputes before the Primex³ Board of Trustees. The Additional Covered Party's per occurrence limit shall be deemed included in the Member's per occurrence limit, and therefore shall reduce the Member's limit of liability as set forth by the Coverage Documents and Declarations. The limit shown may have been reduced by claims paid on behalf of the member. General Liability coverage is limited to Coverage A (Personal Injury Liability) and Coverage B (Property Damage Liability) only. Coverage's C (Public Officials Errors and Omissions), D (Unfair Employment Practices), E (Employee Benefit Liability) and F (Educator's Legal Liability Claims-Made Coverage) are excluded from this provision of coverage.

The below named entity is a member in good standing of the New Hampshire Public Risk Management Exchange. The coverage provided may, however, be revised at any time by the actions of Primex³. As of the date this certificate is issued, the information set out below accurately reflects the categories of coverage established for the current coverage year.

This Certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend, or alter the coverage afforded by the coverage categories listed below.

Participating Member:		Member Number:	Company Affording Coverage:	
Town of Peterborough 1 Grove Street Peterborough, NH 03458		268	NH Public Risk Management Exchange - Primex ³ Bow Brook Place 46 Donovan Street Concord, NH 03301-2624	

Type of Coverage	Effective Date (mm/dd/yyyy)	Expiration Date (mm/dd/yyyy)	Limits - NH Statutory Limits May Apply	
<input checked="" type="checkbox"/> General Liability (Occurrence Form)	7/1/2020	7/1/2021	Each Occurrence	\$ 1,000,000
<input type="checkbox"/> Professional Liability (describe)			General Aggregate	\$ 2,000,000
<input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence			Fire Damage (Any one fire)	
			Med Exp (Any one person)	
<input type="checkbox"/> Automobile Liability Deductible Comp and Coll: \$1,000 <input type="checkbox"/> Any auto			Combined Single Limit (Each Accident) Aggregate	
<input type="checkbox"/> Workers' Compensation & Employers' Liability			<input type="checkbox"/> Statutory	
			Each Accident	
			Disease - Each Employee	
			Disease - Policy Limit	
<input type="checkbox"/> Property (Special Risk includes Fire and Theft)			Blanket Limit, Replacement Cost (unless otherwise stated)	

Description: With regards to grant. The certificate holder is named as Additional Covered Party, but only to the extent liability is based solely on the negligence or wrongful acts of the member, its employees, agents, officials or volunteers. This coverage does not extend to others. Any liability resulting from the negligence or wrongful acts of the Additional Covered Party, or their employees, agents, contractors, members, officers, directors or affiliates is not covered. The Participating Member will advise of cancellation no less than 10 days prior.

CERTIFICATE HOLDER:	<input checked="" type="checkbox"/> Additional Covered Party	<input type="checkbox"/> Loss Payee	Primex ³ - NH Public Risk Management Exchange
Public Utilities Commission 21 S. Fruit Street Concord, NH 03301			By: <i>Mary Beth Purcell</i>
			Date: 12/7/2020 mpurcell@nhprimex.org
			Please direct inquiries to: Primex ³ Claims/Coverage Services 603-225-2841 phone 603-228-3833 fax

CERTIFICATE OF COVERAGE

The New Hampshire Public Risk Management Exchange (Primex³) is organized under the New Hampshire Revised Statutes Annotated, Chapter 5-B, Pooled Risk Management Programs. In accordance with those statutes, its Trust Agreement and bylaws, Primex³ is authorized to provide pooled risk management programs established for the benefit of political subdivisions in the State of New Hampshire.

Each member of Primex³ is entitled to the categories of coverage set forth below. In addition, Primex³ may extend the same coverage to non-members. However, any coverage extended to a non-member is subject to all of the terms, conditions, exclusions, amendments, rules, policies and procedures that are applicable to the members of Primex³, including but not limited to the final and binding resolution of all claims and coverage disputes before the Primex³ Board of Trustees. The Additional Covered Party's per occurrence limit shall be deemed included in the Member's per occurrence limit, and therefore shall reduce the Member's limit of liability as set forth by the Coverage Documents and Declarations. The limit shown may have been reduced by claims paid on behalf of the member. General Liability coverage is limited to Coverage A (Personal Injury Liability) and Coverage B (Property Damage Liability) only. Coverage's C (Public Officials Errors and Omissions), D (Unfair Employment Practices), E (Employee Benefit Liability) and F (Educator's Legal Liability Claims-Made Coverage) are excluded from this provision of coverage.

The below named entity is a member in good standing of the New Hampshire Public Risk Management Exchange. The coverage provided may, however, be revised at any time by the actions of Primex³. As of the date this certificate is issued, the information set out below accurately reflects the categories of coverage established for the current coverage year.

This Certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend, or alter the coverage afforded by the coverage categories listed below.

Participating Member: Town of Peterborough 1 Grove Street Peterborough, NH 03458		Member Number: 268	Company Affording Coverage: NH Public Risk Management Exchange - Primex ³ Bow Brook Place 46 Donovan Street Concord, NH 03301-2624	
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Type of Coverage	Effective Date (mm/dd/yyyy)	Expiration Date (mm/dd/yyyy)	Limits - NH Statutory Limits May Apply, If Not:	
<input type="checkbox"/> General Liability (Occurrence Form) <input type="checkbox"/> Professional Liability (describe) <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence			Each Occurrence	
			General Aggregate	
			Fire Damage (Any one fire)	
			Med Exp (Any one person)	
<input type="checkbox"/> Automobile Liability Deductible Comp and Coll: <input type="checkbox"/> Any auto			Combined Single Limit (Each Accident)	
			Aggregate	
<input checked="" type="checkbox"/> Workers' Compensation & Employers' Liability	7/1/2020	7/1/2021	<input checked="" type="checkbox"/> Statutory	
			Each Accident	\$2,000,000
			Disease - Each Employee	\$2,000,000
			Disease - Policy Limit	
<input type="checkbox"/> Property (Special Risk Includes Fire and Theft)			Blanket Limit, Replacement Cost (unless otherwise stated)	

Description: Proof of Primex Member coverage only. The Participating Member will advise of cancellation no less than 10 days prior.

CERTIFICATE HOLDER:	Additional Covered Party	Loss Payee	Primex³ - NH Public Risk Management Exchange
			By: Mary Beth Purcell
State of NH Public Utilities Commission 21 S. Fruit Street, Ste 10 Concord, NH 03301			Date: 12/7/2020 mpurcell@nhprimex.org
			Please direct inquiries to: Primex ³ Claims/Coverage Services 603-225-2841 phone 603-228-3833 fax

CHAIRMAN

STATE OF NEW HAMPSHIRE

NOV01 '19 AM 10:43 DAS

JDR

COMMISSIONERS

Kathryn M. Bailey
Michael S. Glaimo

EXECUTIVE DIRECTOR

Debra A. Howland



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

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

Tel. (603) 271-2431

FAX No. 271-3878

Website:
www.puc.nh.gov

November 5, 2019

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 the Town of Peterborough, Vendor #177459, by extending the completion date from December 31, 2019 to December 31, 2020. The original contract in the amount of \$300,000 to the Town of Peterborough was approved by the Governor and Executive Council on May 2, 2018, Item #64, to install and operate a biomass thermal heating and cooling system at the Peterborough Town Library. Funding is 100% Renewable Energy Fund, a non-lapsing dedicated fund appropriated to the Commission pursuant to RSA 362-F:10. No additional funding is involved in this time extension.

EXPLANATION

With this funding the Town of Peterborough will install and operate a biomass thermal heating and cooling system at the Peterborough Town Library as part of a major library reconstruction project.

It was anticipated that the necessary fundraising and project construction would be completed within the original timeline. While the Town of Peterborough did approve a \$3 million bond at Town Meeting in March 2018 as part of the estimated \$8.5 million project, the Town's remaining fundraising efforts to date have not been as effective as anticipated. The Town has asked for a contract extension so it can complete its fundraising and move forward with the project. Therefore, the Commission is requesting a twelve month no-cost extension for the Town of Peterborough. All other provisions of the grant remain in effect pursuant to the approved contract.

Your consideration of this request is appreciated.

Respectfully submitted,

A handwritten signature in cursive script, reading "Kathryn M. Bailey".

Kathryn M. Bailey
Commissioner

Attachments: Amendment and copy of original grant contract

**CONTRACT FOR GRANT FUNDS
STATE OF NEW HAMPSHIRE
and
Town of Peterborough**

Amendment No. 1

This Amendment (hereinafter called the "Amendment") dated this 29th day of October, 2019 is by and between the State of New Hampshire, acting by and through its Public Utilities Commission (hereinafter referred to as the "PUC"), and the Town of Peterborough (hereinafter referred to as the "Grantee").

WHEREAS, pursuant to an Agreement (hereinafter called the "Agreement") approved by the Governor and Executive Council as Item #64, on May 2, 2018, the Grantee agreed to install and operate a biomass thermal heating and cooling system at the Peterborough Town Library located in Peterborough, NH 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 of the Agreement as executed shall be changed to extend that completion date from December 31, 2019 to December 31, 2020.
2. Amendment and Modification of the Agreement: Amend the table of Deliverables in Exhibit A to add four (4) additional progress reports which will be:
 - a. Report #7 covering the period 1/1/2020 – 3/31/2020 with report due on 5/1/2020;
 - b. Report #8 covering the period 4/1/2020 – 6/30/2020 with report due on 8/1/2020;
 - c. Report #9 covering the period 7/1/2020 – 9/30/2020 with report due on 11/1/2020;
 - d. Report #10 covering the period 10/1/2020 – 12/31/2020 with report due on 2/1/2021.
3. Amendment and Modification of Exhibit B of the Agreement: The completion date shall be changed to extend the completion date from December 31, 2019 to December 31, 2020.
4. Amendment and Modification of Exhibit B of the Agreement: The date by which the Grantee shall have received all federal, state, and local permits, licenses, consents, and approvals required for the construction, installation, and operation of the project, except items related to final emissions testing after system is operational shall be changed from December 31, 2018 to June 30, 2020.
5. Effective Date of Amendment: This Amendment shall take effect upon approval by the Governor and Executive Council.

Grantee Initials 

Date 10/29/2019

Page 1 of 2

6. 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 thereunder, 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: Kathryn M. Bailey
Kathryn M. Bailey, Commissioner

Date: 10/30/2019

Town of Peterborough

By: Rodney Bartlett
Rodney Bartlett, Town Administrator

Date: 10/29/2019

STATE OF New Hampshire
County of Hillsborough

On this 29 day of October, 2019 before me personally appeared, Rodney Bartlett, Peterborough Town Administrator, who executed the foregoing instrument for the purposes therein contained.

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

By: [Signature]
Notary Public/Justice of the Peace

Approved as to form, substance and execution by the Attorney General this 31 day of October 2019.

By: [Signature]

Grantee Initials B
Date 10/29/2019
Page 2 of 2

CERTIFICATE OF AUTHORITY

I, Linda Guyette, Town Clerk of Peterborough, New Hampshire do hereby certify that:

- (1) at the Select Board Meeting held October 29, 2019 the Board of Selectmen voted to extend for one year the grant agreement with the State of New Hampshire Public Utilities Commission and to accept and expend grant funds in the amount of \$300,000 for a biomass heating and cooling system for the Town Library rebuilding project;
- (2) The Select Board further authorized the Town Administrator to execute any documents which may be necessary to effectuate the contract extension;
- (3) Those authorizations have not been revoked, annulled, or amended in any manner whatsoever, and remain in full force and effect as of the date hereof; and
- (4) the following person has been appointed to and now occupies the office indicated under item (2) above:

Rodney Bartlett, Town Administrator

IN WITNESS WHEREOF, I have hereunto set my hand as the Town Clerk of Peterborough, New Hampshire, this 29 day of October, 2019.

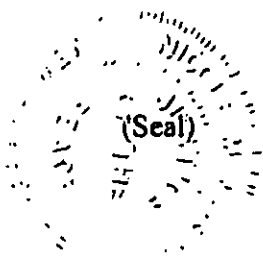

Linda Guyette, Town Clerk


My commission expires;

State of New Hampshire
County of HILLSBOROUGH

On this the 29 day of October, 2019, before me Nicole M. Shaw, the undersigned officer, personally appeared Linda Guyette who acknowledged herself to be the Town Clerk of Peterborough, New Hampshire, and that she as such Town Clerk, being authorized to do so, executed the foregoing certificate for the purposes therein contained.

In witness whereof I have hereunto set my hand and official seal.




Notary Public / Justice of the Peace
Commission Expiration Date: 8/23/22



CERTIFICATE OF COVERAGE

The New Hampshire Public Risk Management Exchange (Primex²) is organized under the New Hampshire Revised Statutes Annotated, Chapter 5-B, Pooled Risk Management Programs. In accordance with those statutes, its Trust Agreement and bylaws, Primex² is authorized to provide pooled risk management programs established for the benefit of political subdivisions in the State of New Hampshire.

Each member of Primex² is entitled to the categories of coverage set forth below. In addition, Primex² may extend the same coverage to non-members. However, any coverage extended to a non-member is subject to all of the terms, conditions, exclusions, amendments, rules, policies and procedures that are applicable to the members of Primex², including but not limited to the final and binding resolution of all claims and coverage disputes before the Primex² Board of Trustees. The Additional Covered Party's per occurrence limit shall be deemed included in the Member's per occurrence limit, and therefore shall reduce the Member's limit of liability as set forth by the Coverage Documents and Declarations. The limit shown may have been reduced by claims paid on behalf of the member. General Liability coverage is limited to Coverage A (Personal Injury Liability) and Coverage B (Property Damage Liability) only. Coverage's C (Public Officials Errors and Omissions), D (Unfair Employment Practices), E (Employee Benefit Liability) and F (Educator's Legal Liability Claims-Made Coverage) are excluded from this provision of coverage.

The below named entity is a member in good standing of the New Hampshire Public Risk Management Exchange. The coverage provided may, however, be revised at any time by the actions of Primex². As of the date this certificate is issued, the information set out below accurately reflects the categories of coverage established for the current coverage year.

This Certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend, or alter the coverage afforded by the coverage categories listed below.

Participating Member: Town of Peterborough 1 Grove Street Peterborough, NH 03458		Member Number: 268	Company Affording Coverage: NH Public Risk Management Exchange - Primex ² Bow Brook Place 46 Donovan Street Concord, NH 03301-2624	
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Type of Coverage	Effective Date (mm/dd/yyyy)	Expiration Date (mm/dd/yyyy)	Limits - NH Statutory Limits May Apply	
<input checked="" type="checkbox"/> General Liability (Occurrence Form) Professional Liability (describe) <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence	7/1/2019	7/1/2020	Each Occurrence	\$ 1,000,000
			General Aggregate	\$ 2,000,000
			Fire Damage (Any one fire)	
			Med Exp (Any one person)	
<input type="checkbox"/> Automobile Liability Deductible Comp and Coll: \$1,000 <input type="checkbox"/> Any auto			Combined Single Limit (Each Accident)	
			Aggregate	
<input type="checkbox"/> Workers' Compensation & Employers' Liability			Statutory	
			Each Accident	
			Disease - Each Employee	
			Disease - Policy Limit	
<input type="checkbox"/> Property (Special Risk Includes Fire and Theft)			Blanket Limit, Replacement Cost (unless otherwise stated)	

Description: With regards to grant. The certificate holder is named as Additional Covered Party, but only to the extent liability is based solely on the negligence or wrongful acts of the member, its employees, agents, officials or volunteers. This coverage does not extend to others. Any liability resulting from the negligence or wrongful acts of the Additional Covered Party, or their employees, agents, contractors, members, officers, directors or affiliates is not covered.

CERTIFICATE HOLDER:	<input checked="" type="checkbox"/>	Additional Covered Party	<input type="checkbox"/>	Loss Payee	Primex ² - NH Public Risk Management Exchange
Public Utilities Commission 21 S. Fruit Street Concord, NH 03301					By: <i>Mary Beth Donnell</i>
					Date: 10/22/2019 mpurcoll@nhprimex.org
					Please direct inquiries to: Primex ² Claims/Coverage Services 603-225-2641 phone 603-228-3833 fax



CERTIFICATE OF COVERAGE

The New Hampshire Public Risk Management Exchange (Primex³) is organized under the New Hampshire Revised Statutes Annotated, Chapter 5-B, Pooled Risk Management Programs. In accordance with those statutes, its Trust Agreement and bylaws, Primex³ is authorized to provide pooled risk management programs established for the benefit of political subdivisions in the State of New Hampshire.

Each member of Primex³ is entitled to the categories of coverage set forth below. In addition, Primex³ may extend the same coverage to non-members. However, any coverage extended to a non-member is subject to all of the terms, conditions, exclusions, amendments, rules, policies and procedures that are applicable to the members of Primex³, including but not limited to the final and binding resolution of all claims and coverage disputes before the Primex³ Board of Trustees. The Additional Covered Party's per occurrence limit shall be deemed included in the Member's per occurrence limit, and therefore shall reduce the Member's limit of liability as set forth by the Coverage Documents and Declarations. The limit shown may have been reduced by claims paid on behalf of the member. General Liability coverage is limited to Coverage A (Personal Injury Liability) and Coverage B (Property Damage Liability) only. Coverage's C (Public Officials Errors and Omissions), D (Unfair Employment Practices), E (Employee Benefit Liability) and F (Educator's Legal Liability Claims-Made Coverage) are excluded from this provision of coverage.

The below named entity is a member in good standing of the New Hampshire Public Risk Management Exchange. The coverage provided may, however, be revised at any time by the actions of Primex³. As of the date this certificate is issued, the information set out below accurately reflects the categories of coverage established for the current coverage year.

This Certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend, or alter the coverage afforded by the coverage categories listed below.

Participating Member: Town of Peterborough 1 Grove Street Peterborough, NH 03458	Member Number: 268	Company Affording Coverage: NH Public Risk Management Exchange - Primex ³ Bow Brook Place 46 Donovan Street Concord, NH 03301-2624
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Type of Coverage	Effective Date (mm/dd/yyyy)	Expiration Date (mm/dd/yyyy)	Limits - NH Statutory Limits May Apply if Not
<input type="checkbox"/> General Liability (Occurrence Form) <input type="checkbox"/> Professional Liability (describe) <div style="display: flex; justify-content: space-around; margin-top: 5px;"> <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence </div>			<div style="display: flex; justify-content: space-between;"> <div>Each Occurrence</div> <div></div> </div> <div style="display: flex; justify-content: space-between;"> <div>General Aggregate</div> <div></div> </div> <div style="display: flex; justify-content: space-between;"> <div>Fire Damage (Any one fire)</div> <div></div> </div> <div style="display: flex; justify-content: space-between;"> <div>Med Exp (Any one person)</div> <div></div> </div>
<input type="checkbox"/> Automobile Liability Deductible Comp and Coll: <div style="border: 1px solid black; display: inline-block; padding: 2px 5px; margin-top: 5px;">Any auto</div>			<div style="display: flex; justify-content: space-between;"> <div>Combined Single Limit (Each Accident)</div> <div></div> </div> <div style="display: flex; justify-content: space-between;"> <div>Aggregate</div> <div></div> </div>
<input checked="" type="checkbox"/> Workers' Compensation & Employers' Liability	7/1/2019	7/1/2020	<div style="display: flex; justify-content: space-between;"> <div> <input checked="" type="checkbox"/> Statutory </div> <div></div> </div> <div style="display: flex; justify-content: space-between; margin-top: 5px;"> <div>Each Accident</div> <div>\$2,000,000</div> </div> <div style="display: flex; justify-content: space-between; margin-top: 5px;"> <div>Disease - Each Employee</div> <div>\$2,000,000</div> </div> <div style="display: flex; justify-content: space-between; margin-top: 5px;"> <div>Disease - Policy Limit</div> <div></div> </div>
<input type="checkbox"/> Property (Special Risk Includes Fire and Theft)			<div style="display: flex; justify-content: space-between;"> <div>Blanket Limit, Replacement Cost (unless otherwise stated)</div> <div></div> </div>

Description: Proof of Primex Member coverage only.

CERTIFICATE HOLDER:	Additional Covered Party	Loss Payee	Primex³ - NH Public Risk Management Exchange By: <i>Mary Ed Powell</i> Date: 10/22/2019 mpurcell@nhprimex.org Please direct inquiries to: Primex ³ Claims/Coverage Services 603-225-2841 phone 603-228-3833 fax
State of NH Public Utilities Commission 21 S. Fruit Street, Ste 10 Concord, NH 03301			

THE STATE OF NEW HAMPSHIRE

CHAIRMAN
Martin P. Horigberg

COMMISSIONERS
Marn M. Bailey
Michael S. Glaimo

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

G & C Date 5/12/2018
Item Number #64
Approved ✓

April 17, 2018

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

His Excellency and Honorable Councilors:

REQUESTED ACTION

Authorize the New Hampshire Public Utilities Commission (Commission) to award grant funds in the amount of \$300,000 to the Town of Peterborough, vendor number 177459, to install and operate a wood chip biomass fired heating and cooling system at the Peterborough Town Library from Governor and Council approval through December 31, 2019. Funding is 100% Renewable Energy Funds, a non-lapsing special fund appropriated to the Commission pursuant to RSA 362-F:10.

02-81-81-81:510-54540000 Renewable Portfolio Standard 362-F:10

	FY2018	Total
010-081-54540000-073-500579 Grants to Institutions - State	\$300,000	\$300,000

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 October, 5, 2017, the Commission issued a Request for Proposals (RFP) pursuant to RSA 362-F:10, XI, which 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 four (4) proposals requesting a total of \$1,045,000 in funds in response to the RFP. The Town of Peterborough and two (2) others have been selected to receive a total of \$895,000 in this funding round. Attachment A provides additional information on the grant review and award process, and Attachment B provides a summary of all 2017 competitive grant awards.

O&C 5/22/2018
Page 1 of 2
Initials WVH
Date 5/13/18

With these funds, the Town of Peterborough will install and operate a wood chip biomass boiler heating system at the Peterborough Town Library. The system will provide both heating and cooling to the town library which is being renovated and rebuilt. The project's technical and funding details are described in Attachment C, Project Specific Facts and Figures.

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

Respectfully submitted,



Martin P. Honigberg
Chairman

Attachments:

Agreement with Exhibits

Attachment A - 2017 Grant Review Process

Attachment B - Table of 2017 REF Grant Awards

Attachment C - Project Specific Facts and Figures

ATTACHMENT A – 2017 GRANT REVIEW PROCESS

The Public Utilities Commission (PUC) issued a Request for Proposals (RFP) on October 5, 2017 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 (EESE Board), regular attendees at EESE Board meetings, additional stakeholders known to have an interest in energy policy and programs, the Granite State Hydropower Association, and the NH Municipal Association. The RFP was posted on the PUC website for the full submission period, and was advertised in the New Hampshire Union Leader on October 9, 10, and 11, 2017. All responses were due by October 30, 2017. The Commission received four (4) proposals requesting a total of \$1.045 million in grant funds for projects with a combined estimated project value of \$2.952 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 (Department of Environmental Services Air Resources Division) and Christopher Ellms, Jr. (Office of Strategic Initiatives).¹ The second tier review team consisted of Public Utilities Commissioners including: Chairman Martin Honigberg, Commissioner Kathryn Bailey, and Commissioner Michael Giaimo.

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 all four (4) 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 three (3) renewable energy projects totaling \$895,000.

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

	Attachment B Proposed Renewable Energy Project Competitive Grant Awards 2017						
	Town/City	Technology (Capacity)	Total Project Costs	Proposed Grant Funding	Annual Renewable Energy Credits & Type	Cost Effectiveness (Grant \$ / 10yrs-REC)	Contract End Date
County of Cheshire – Maplewood Nursing Home	Westmoreland	Biomass Thermal Heating	\$1,177,000	\$395,000	4,117 Class I Thermal	\$9.59	12/31/2019
Peterborough Town Library	Peterborough	Biomass Thermal Heating & Cooling	\$575,000	\$300,000	568 Class I Thermal	\$52.82	12/31/2019
SAU 24 – John Stark Regional High School	Weare	Biomass Thermal Heating	\$800,000	\$200,000	1,527 Class I Thermal	\$13.10	6/30/2019
TOTAL			\$2,552,000	\$895,000			

Attachment C Peterborough Town Library Facts and Figures

As part of a large renovation project at the public library, the Peterborough Town Library will build a central heating plant that includes a Processed Dry Chip (PDC) biomass boiler system that will provide both annual heating and cooling. The Library requests \$300,000 to install biomass powered heating and cooling system using adsorption chiller technology at the library. The biomass powered cooling system will help the town reach its goal to achieve 100% renewable energy use and increase use of the biomass system into the summer months. The system is expected to produce 568 Class I Thermal RECs per year from both heating and cooling operations. The system is expected to generate annual energy cost savings of about \$25,000 and \$500,000 over a 25 year system lifetime. Direct annual spending on local fuels is estimated to be \$22,500.

Technical Specifications:

Nameplate Rating: Froling T4-150 boiler has a 146 kW output.

Grant Cost Effectiveness¹: \$52.82/REC

Funding Analysis:

Total Project Cost:	\$575,000
Leveraged Funds:	\$275,000
Grant Amount:	\$300,000 (approximately 52% of total project cost)
Payback Period ⁱⁱ	18 years (based on Total Project Cost and Generation Value) 8.7 years (based on Leveraged Funds and Generation Value)

Financial and Environmental Benefits:

Energy Generation:	Thermal equivalent of 12,000 gallons fuel oil
Generation Value ⁱⁱⁱ :	\$14,200 (RECs) + \$17,400 (fuel) = \$31,600
Life Expectancy:	24+ years minimum
CO ₂ Avoided:	156 tons/year

Renewable Portfolio Standard RSA 362-F:1 Criteria:

- Generates 568 Class I Thermal renewable energy certificates (RECs) per year
- Innovative technology can provide model for biomass cooling in New Hampshire
- Supports fuel diversity & keeps energy dollars in state (\$22,000 on in-state PDCs)
- Lowers operational costs for the Town of Peterborough
- Reduces the amount of greenhouse gases, nitrogen oxides and particulate matter emissions; thereby improving air quality and public health





¹ 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. Alternative Compliance Payment value of Class I Thermal RECs = \$25 therefore 568 RECs / year = \$14,200 Generation Value. Heat fuel savings calculated using \$2.50/gallon fuel oil x 12,000 gallons displaced versus 105 tons of PDCs at \$120/ton. Cooling fuel savings are estimated to be 35,000 kWh and 50 kW of demand versus 84 tons of PDCs. The cooling costs for the two technologies are roughly identical.

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 Town of Peterborough		1.4. Grantee Address 1 Grove Street, Peterborough, NH 03458	
1.5. Effective Date May 2, 2018	1.6. Completion Date December 31, 2019	1.7. Audit Date	1.8. Grant Limitation \$300,000
1.9. Grant Officer for State Agency Karen Cramton		1.10. State Agency Telephone No. 603-271-2431	
1.11. Grantee Signature 		1.12. Name & Title of Grantee Signor Rodney Bartlett, Town Administrator	
1.13. Acknowledgment: State of <u>New Hampshire</u> , County of <u>Hillsborough</u> , on <u>4/4/18</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) 		NICOLE M. MACSTAY, Justice of the Peace State of New Hampshire My Commission Expires August 23, 2021	
1.13.2. Name and Title of Notary Public or Justice of the Peace <u>Nicole M. MacStay, Justice of the Peace</u>			
1.14. State Agency Signature(s) 		1.15. Name & Title of State Agency Signor(s) <u>Martin Hough, Chair</u>	
1.16. Approval by Attorney General (Form, Substance and Execution) By:  Assistant Attorney General, On: <u>4/6/18</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


4/4/18

3. EFFECTIVE DATE: COMPLETION OF PROJECT.

- 3.1. This Agreement, and all obligations of the parties hereunder, shall become effective on the date in block 1.3 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, payroll, 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, formulas, 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 4/24/18

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

17. **INSURANCE AND BOND.**

- 17.1. The Grantee shall, at its sole expense, obtain and maintain in force, or shall require any subcontractor, subgrantee or assignee performing Project work to obtain and maintain in force, both for the benefit of the State, the following insurance:
- 17.1.1 statutory worker's compensation and employees liability insurance for all employees engaged in the performance of the Project, and
- 17.1.2 comprehensive general liability insurance for all claims of bodily injuries, death or property damage, in amounts not less than \$2,000,000 for bodily injury or death any one incident, and \$500,000 for property damage in any one incident; and

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

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

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

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

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

22. **THIRD PARTIES.** The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

23. **ENTIRE AGREEMENT.** This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings relating hereto.

Initials
Date

13
6/14/18

EXHIBIT A

SCOPE OF SERVICES

In exchange for receiving grant funds in the amount of up to \$300,000 from the New Hampshire Public Utilities Commission (PUC), the Town of Peterborough, New Hampshire (Grantee) agrees to install and operate a 0.5 MMBTUH biomass thermal heating and cooling system at the Peterborough Town Library Facility located in Peterborough, NH. Specifically, Grantee agrees to:

1. Install and operate a biomass boiler heating and cooling system at the Peterborough Town Library in Peterborough, New Hampshire.
2. Perform electrical and mechanical upgrades to the facility as necessary.
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 biomass boiler's useful thermal energy output (for both heating and cooling loads) to become eligible to produce 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 October 5, 2017 and Grantee's Proposal dated October 30, 2017 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 9/30/2018	11/1/2018	Project progress, development & construction, significant accomplishments.
Report #2	10/1/2018 - 12/31/2018	2/1/2019	Same as above.
Report #3	1/1/2019 - 3/31/2019	5/1/2019	Same as above.
Report #4	4/1/2019 - 6/30/2019	8/1/2019	Same as above.
Report #5	7/1/2019 - 9/30/2019	11/1/2019	Same as above.
Report #6	10/1/2019 - 12/31/2019	2/1/2020	Same as above.
Annual Report	Calendar Years 2018 - 2027	2/1/yyyy	Use annual report template to report energy and REC production results and

Grantee Initials

Date

Page 1 of 2

		other relevant accomplishments.
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All written reports submitted after the installation and operation of the biomass thermal heating and cooling facility shall include, at a minimum, the following:

1. The quantity of thermal energy produced (in MMBTU and kilowatt-hour equivalent 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
Date

[Signature]
4/4/18
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 December 31, 2019.
2. In consideration of the satisfactory performance of the obligations described in Exhibit A as determined by the State, the State agrees to pay an amount not to exceed \$300,000 to Town of Peterborough, New Hampshire (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 date(s) specified:

Receipt of all federal, state, and local permits, licenses, consents, and approvals required for construction, installation, and operation of the project, except items related to final emissions testing after system is operational.	December 31, 2018
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Grantee shall use reasonable best efforts to achieve the foregoing milestones by the date(s) set forth in the table above. The Commission may extend any such specified date(s) 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 \$30,000 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 commenced operation; and
 - (iii) Grantee has submitted a complete application to the PUC for certification of eligibility of the project to produce Class I Thermal 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.

6. Each reimbursement request shall provide a detailed listing of project expenses incurred with supporting documentation. Grantee shall document all project expenditures for which

Grantee Initials
Date

9/14/18
Page 1 of 2

reimbursement is requested with appropriate back-up documentation, including, but not limited to, receipts, invoices, bills, and other similar documents for all vendors, contractors, and subcontractors. This includes expenses incurred by subcontractors employed on construction projects funded through the grant. At a minimum, receipts must be provided documenting labor cost, equipment cost, material cost, site work, engineering and permitting fees, and capital expenditures for all vendors, contractors and subcontractors.

7. Each reimbursement request shall also include an express affirmation by the Grantee that it and the project remain in full compliance with all terms and conditions of the grant agreement, and either (i) an express affirmation that there have been no material changes in any rights, interests, permits, licenses, or approvals affecting the project since the most recent status report submitted to the 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 services set forth in Exhibit A, and the reimbursement terms and conditions of this Exhibit B, and approved by the Director of the Sustainable Energy Division or her designee.
9. The State agrees to make payment to the Grantee within 30 days after the approval of reimbursement requests submitted in compliance with this Exhibit B and the grant agreement General Provisions.
10. Grantee agrees to provide economic data, to the extent possible, for activity performed during construction and operation of the project and after completion of the project. Such data shall include the total jobs created as a result of the development and operation of the project.
11. All obligations of the State under the grant agreement, including the continuance of any payments, are contingent on the availability of funds derived from the Renewable Energy Fund established and existing pursuant to RSA 362-F:10.


Grantee Initials 
Date 4/14/18
Page 2 of 2

EXHIBIT C

SPECIAL PROVISIONS

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

\$1,000,000 for each occurrence
\$2,000,000 for general aggregate

Grantee Initials

Date

Page 1 of 1

CERTIFICATE OF AUTHORITY

I, Linda Guyette, Town Clerk of Peterborough, New Hampshire do hereby certify that:

- (1) at the Select Board Meeting held April 3rd 2018 the Board of Selectmen voted to apply for and enter into a grant agreement with the State of New Hampshire Public Utilities Commission and to accept and expend grant funds in the amount of \$300,000 for a biomass heating and cooling system for the Town Library rebuilding project. Such funds from State, Federal, or other governmental unit or a private source which becomes available during the year in accordance with the procedures set forth in New Hampshire law;
- (2) The Board of Selectmen further authorized the Town Administrator to execute any documents which may be necessary to effectuate this contract;
- (3) This authorization has not been revoked, annulled, or amended in any manner whatsoever, and remains in full force and effect as of the date hereof; and
- (4) the following person has been appointed to and now occupies the office indicated under item (2) above:

Rodney Bartlett, Town Administrator

IN WITNESS WHEREOF, I have hereunto set my hand as the Town Clerk of Peterborough, New Hampshire, 4/3/2018.

Linda M. Guyette
Linda Guyette, Town Clerk

My commission expires;
September 4, 2018
State of New Hampshire
County of HILLSBOROUGH

On this the 4/3/2018 before me Linda M. Guyette, the undersigned officer, personally appeared Linda Guyette who acknowledged herself/himself to be the Town Clerk of Peterborough, New Hampshire, and that she/he as such Town Clerk, being authorized to do so, executed the foregoing instrument for the purpose therein contained.

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

(Seal)

Robert A. Lambert
Justice of the Peace/Notary Public
Commission Expiration Date: 9/4/2018
ROBERT A. LAMBERT, Notary Public
My Commission Expires September 4, 2018



Primex³ Contract Review

Member Name: Town of Peterborough

Title of Contract: Public Utilities Commission Grant

Member Contact: Rodney Bartlett

Date: March 29, 2018

Dear Rodney,

Thank you very much for sending us your contract for review and feedback. By working together, we can hopefully improve the contract's alignment with coverage and minimize your assumption of liability. Our review, as your pooled coverage provider, is specifically focused on language that transfers liabilities through indemnification clauses, additional insured certificates and waivers of rights, such as our right to recoup loss payments on your behalf through subrogation. In addition to considering our feedback, we strongly recommend that you review the contract in its entirety with your legal counsel. We have included below language from our insuring document that explains the scope and limits of coverage available for your contractual promises to defend and indemnify third parties. Our recommendations provided on this form do not increase or decrease the coverage available for contractual liability.

Recommendations:

The indemnification clause is limited to the restrictions below.

We appreciate your commitment to risk management, and hope this review is helpful to you. Please don't hesitate to call us if you have any questions or if we can be of further assistance.

Thank you,

Amy Poole

**Contractual Liability
(assumption of liability)**

**\$1,000,000 per written contract to assume liability of third party
\$1,000,000 aggregate for the policy period**

Under no circumstances shall there be coverage for your contractual obligations to defend, hold harmless or indemnify; i.e., assume liability, for: (1) architects, engineers or surveyors, or any of their business entities, employers, employees, contractors, subcontractors or agents; (2) your employees or officials; and (3) any person or entity with respect to any occurrences, incidents or events that transpired before you assumed the contractual liability to defend, indemnify or hold harmless such person or entity.

However, we will cover certain contractual assumptions of liability to defend, indemnify or hold harmless a third party subject to the following terms and conditions. Our coverage of a written contractual obligation of a Member or covered entity to assume liability for; i.e. defend, indemnify or hold harmless, a third party shall be (1) subject to and limited by all terms, conditions, exclusions and the specific Contractual Liability sublimit set forth in the Public Entity Coverage Documents and Declarations; (2) limited to bodily injury and property damage claims under Coverage A, Personal Injury Liability, and Coverage B, Property Damage Liability; and (3) not in addition to or stacked upon any coverage we have extended to the third party through an Additional Covered Party certificate under Amendment #3.



CERTIFICATE OF COVERAGE

The New Hampshire Public Risk Management Exchange (Primex³) is organized under the New Hampshire Revised Statutes Annotated, Chapter 5-B, Pooled Risk Management Programs. In accordance with those statutes, its Trust Agreement and bylaws, Primex³ is authorized to provide pooled risk management programs established for the benefit of political subdivisions in the State of New Hampshire.

Each member of Primex³ is entitled to the categories of coverage set forth below. In addition, Primex³ may extend the same coverage to non-members. However, any coverage extended to a non-member is subject to all of the terms, conditions, exclusions, amendments, rules, policies and procedures that are applicable to the members of Primex³, including but not limited to the final and binding resolution of all claims and coverage disputes before the Primex³ Board of Trustees. The Additional Covered Party's per occurrence limit shall be deemed included in the Member's per occurrence limit, and therefore shall reduce the Member's limit of liability as set forth by the Coverage Documents and Declarations. The limit shown may have been reduced by claims paid on behalf of the member. General Liability coverage is limited to Coverage A (Personal Injury Liability) and Coverage B (Property Damage Liability) only. Coverage's C (Public Officials Errors and Omissions), D (Unfair Employment Practices), E (Employee Benefit Liability) and F (Educator's Legal Liability Claims-Made Coverage) are excluded from this provision of coverage.

The below named entity is a member in good standing of the New Hampshire Public Risk Management Exchange. The coverage provided may, however, be revised at any time by the actions of Primex³. As of the date this certificate is issued, the information set out below accurately reflects the categories of coverage established for the current coverage year.

This Certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend, or alter the coverage afforded by the coverage categories listed below.

Participating Member: Town of Peterborough 1 Grove Street Peterborough, NH 03458		Member Number: 268	Company Affording Coverage: NH Public Risk Management Exchange - Primex ³ Bow Brook Place 46 Donovan Street Concord, NH 03301-2624		
--	--	------------------------------	--	--	--

X	Coverage Category	Effective Date	Expiration Date	Limits and Statutory Limits May Apply
<input checked="" type="checkbox"/>	General Liability (Occurrence Form) Professional Liability (describe) <div style="display: flex; justify-content: space-around;"><input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence</div>	7/1/2017	7/1/2018	<div style="display: flex; justify-content: space-between;"> <div>Each Occurrence</div> <div>\$ 1,000,000</div> </div> <div style="display: flex; justify-content: space-between;"> <div>General Aggregate</div> <div>\$ 2,000,000</div> </div> <div style="display: flex; justify-content: space-between;"> <div>Fire Damage (Any one fire)</div> <div></div> </div> <div style="display: flex; justify-content: space-between;"> <div>Med Exp (Any one person)</div> <div></div> </div>
<input type="checkbox"/>	Automobile Liability Deductible Comp and Coll: \$1,000 Any auto			<div style="display: flex; justify-content: space-between;"> <div>Combined Single Limit (Each Accident)</div> <div></div> </div> <div style="display: flex; justify-content: space-between;"> <div>Aggregate</div> <div></div> </div>
<input type="checkbox"/>	Workers' Compensation & Employers' Liability			<div style="display: flex; justify-content: space-between;"> <div>Statutory</div> <div></div> </div> <div style="display: flex; justify-content: space-between;"> <div>Each Accident</div> <div></div> </div> <div style="display: flex; justify-content: space-between;"> <div>Disease - Each Employee</div> <div></div> </div> <div style="display: flex; justify-content: space-between;"> <div>Disease - Policy Limit</div> <div></div> </div>
<input type="checkbox"/>	Property (Special Risk includes Fire and Theft)			Blanket Limit, Replacement Cost (unless otherwise stated)

Description: With regards to grant. The certificate holder is named as Additional Covered Party, but only to the extent liability is based solely on the negligence or wrongful acts of the member, its employees, agents, officials or volunteers. This coverage does not extend to others. Any liability resulting from the negligence or wrongful acts of the Additional Covered Party, or their employees, agents, contractors, members, officers, directors or affiliates is not covered.

CERTIFICATE HOLDER:	<input checked="" type="checkbox"/>	Additional Covered Party	<input type="checkbox"/>	Loss Payee	Primex ³ - NH Public Risk Management Exchange
Public Utilities Commission 21 S. Fruit Street Concord, NH 03301					By: <u>Tammy Downer</u>
					Date: <u>3/28/2018</u> <u>tdenver@nhprimex.org</u> Please direct inquiries to: Primex ³ Claims/Coverage Services 603-225-2841 phone 603-226-3833 fax



CERTIFICATE OF COVERAGE

The New Hampshire Public Risk Management Exchange (Primex[®]) is organized under the New Hampshire Revised Statutes Annotated, Chapter 5-B, Pooled Risk Management Programs. In accordance with those statutes, its Trust Agreement and bylaws, Primex[®] is authorized to provide pooled risk management programs established for the benefit of political subdivisions in the State of New Hampshire.

Each member of Primex[®] is entitled to the categories of coverage set forth below. In addition, Primex[®] may extend the same coverage to non-members. However, any coverage extended to a non-member is subject to all of the terms, conditions, exclusions, amendments, rules, policies and procedures that are applicable to the members of Primex[®], including but not limited to the final and binding resolution of all claims and coverage disputes before the Primex[®] Board of Trustees. The Additional Covered Party's per occurrence limit shall be deemed included in the Member's per occurrence limit, and therefore shall reduce the Member's limit of liability as set forth by the Coverage Documents and Declarations. The limit shown may have been reduced by claims paid on behalf of the member. General Liability coverage is limited to Coverage A (Personal Injury Liability) and Coverage B (Property Damage Liability) only. Coverage's C (Public Officials Errors and Omissions), D (Unfair Employment Practices), E (Employee Benefit Liability) and F (Educator's Legal Liability Claims-Made Coverage) are excluded from this provision of coverage.

The below named entity is a member in good standing of the New Hampshire Public Risk Management Exchange. The coverage provided may, however, be revised at any time by the actions of Primex[®]. As of the date this certificate is issued, the information set out below accurately reflects the categories of coverage established for the current coverage year.

This Certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend, or alter the coverage afforded by the coverage categories listed below.

Participating Member: Town of Peterborough 1 Grove Street Peterborough, NH 03458		Member Number: 268	Company Affording Coverage: NH Public Risk Management Exchange - Primex [®] Bow Brook Place 46 Donovan Street Concord, NH 03301-2624	
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Type of Coverage	Effective Date (mm/dd/yyyy)	Expiration Date (mm/dd/yyyy)	Limits - NH Statutory Limits May Apply
<input type="checkbox"/> General Liability (Occurrence Form) <input type="checkbox"/> Professional Liability (describe) <div style="display: flex; justify-content: space-around; margin-top: 5px;"> <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence </div>			Each Occurrence General Aggregate Fire Damage (Any one fire) Med Exp (Any one person)
<input type="checkbox"/> Automobile Liability Deductible Comp and Coll: <input type="checkbox"/> Any auto			Combined Single Limit (Each Accident) Aggregate
<input checked="" type="checkbox"/> Workers' Compensation & Employers' Liability	7/1/2017	7/1/2018	<input checked="" type="checkbox"/> Statutory Each Accident \$2,000,000 Disease - Each Employee \$2,000,000 Disease - Policy Limit
<input type="checkbox"/> Property (Special Risk Includes Fire and Theft)			Blanket Limit, Replacement Cost (unless otherwise stated)

Description: Proof of Primex Member coverage only.

CERTIFICATE HOLDER:	Additional Covered Party	Loss Payee	Primex [®] - NH Public Risk Management Exchange
State of NH Public Utilities Commission 1 S. Fruit Street, Ste 10 Concord, NH 03301			By: <i>Tammy Dumas</i>
			Date: 3/29/2018 <i>tdumas@nhprimex.org</i>
			Please direct inquiries to: Primex [®] Claims/Coverage Services 603-225-2841 phone 603-228-3833 fax

THE STATE OF NEW HAMPSHIRE

CHAIRMAN
Martin P. Honigberg

COMMISSIONERS
Bryn M. Bailey
Michael S. Glaimo

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

G & C Date 5/2/2018
Item Number #64
Approved ✓

April 17, 2018

His Excellency, Governor Christopher T. Sununu
and the Honorable Council

State House
Concord, NH 03301

His Excellency and Honorable Councilors:

REQUESTED ACTION

Authorize the New Hampshire Public Utilities Commission (Commission) to award grant funds in the amount of \$300,000 to the Town of Peterborough, vendor number 177459, to install and operate a wood chip biomass fired heating and cooling system at the Peterborough Town Library from Governor and Council approval through December 31, 2019. Funding is 100% Renewable Energy Funds, a non-lapsing special fund appropriated to the Commission pursuant to RSA 362-F:10.

02-81-81-FS10-54540000 Renewable Portfolio Standard 362-F:10

	FY2018	Total
010-081-54540000-073-500579		
Grants to Institutions – State	\$300,000	\$300,000

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 October, 5, 2017, the Commission issued a Request for Proposals (RFP) pursuant to RSA 362-F:10, XI, which 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 four (4) proposals requesting a total of \$1,045,000 in funds in response to the RFP. The Town of Peterborough and two (2) others have been selected to receive a total of \$895,000 in this funding round. Attachment A provides additional information on the grant review and award process, and Attachment B provides a summary of all 2017 competitive grant awards.

G&C 5/2/2018
Page 1 of 2
Initials WJH
Date 4/13/18

With these funds, the Town of Peterborough will install and operate a wood chip biomass boiler heating system at the Peterborough Town Library. The system will provide both heating and cooling to the town library which is being renovated and rebuilt. The project's technical and funding details are described in Attachment C, Project Specific Facts and Figures.

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

Respectfully submitted,



Martin P. Honigberg
Chairman

Attachments:

Agreement with Exhibits

Attachment A - 2017 Grant Review Process

Attachment B - Table of 2017 REF Grant Awards

Attachment C - Project Specific Facts and Figures

ATTACHMENT A – 2017 GRANT REVIEW PROCESS

The Public Utilities Commission (PUC) issued a Request for Proposals (RFP) on October 5, 2017 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 (EESE Board), regular attendees at EESE Board meetings, additional stakeholders known to have an interest in energy policy and programs, the Granite State Hydropower Association, and the NH Municipal Association. The RFP was posted on the PUC website for the full submission period, and was advertised in the New Hampshire Union Leader on October 9, 10, and 11, 2017. All responses were due by October 30, 2017. The Commission received four (4) proposals requesting a total of \$1.045 million in grant funds for projects with a combined estimated project value of \$2.952 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 (Department of Environmental Services Air Resources Division) and Christopher Ellms, Jr. (Office of Strategic Initiatives).¹ The second tier review team consisted of Public Utilities Commissioners including: Chairman Martin Honigberg, Commissioner Kathryn Bailey, and Commissioner Michael Giaimo.

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 all four (4) 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 three (3) renewable energy projects totaling \$895,000.

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

	Attachment B Proposed Renewable Energy Project Competitive Grant Awards 2017						
	Town/City	Technology (Capacity)	Total Project Costs	Proposed Grant Funding	Annual Renewable Energy Credits & Type	Cost Effectiveness (Grant \$ / 10yrs-REC)	Contract End Date
County of Cheshire – Maplewood Nursing Home	Westmoreland	Biomass Thermal Heating	\$1,177,000	\$395,000	4,117 Class I Thermal	\$9.59	12/31/2019
Peterborough Town Library	Peterborough	Biomass Thermal Heating & Cooling	\$575,000	\$300,000	568 Class I Thermal	\$52.82	12/31/2019
SAU 24 – John Stark Regional High School	Weare	Biomass Thermal Heating	\$800,000	\$200,000	1,527 Class I Thermal	\$13.10	6/30/2019
TOTAL			\$2,552,000	\$895,000			

Attachment C Peterborough Town Library Facts and Figures

As part of a large renovation project at the public library, the Peterborough Town Library will build a central heating plant that includes a Processed Dry Chip (PDC) biomass boiler system that will provide both annual heating and cooling. The Library requests \$300,000 to install biomass powered heating and cooling system using adsorption chiller technology at the library. The biomass powered cooling system will help the town reach its goal to achieve 100% renewable energy use and increase use of the biomass system into the summer months. The system is expected to produce 568 Class I Thermal RECs per year from both heating and cooling operations. The system is expected to generate annual energy cost savings of about \$25,000 and \$500,000 over a 25 year system lifetime. Direct annual spending on local fuels is estimated to be \$22,500.

Technical Specifications:

Nameplate Rating: Froling T4-150 boiler has a 146 kW output.

Grant Cost Effectivenessⁱ: \$52.82/REC

Funding Analysis:

Total Project Cost:	\$575,000
Leveraged Funds:	\$275,000
Grant Amount:	\$300,000 (approximately 52% of total project cost)
Payback Period ⁱⁱ	18 years (based on Total Project Cost and Generation Value) 8.7 years (based on Leveraged Funds and Generation Value)

Financial and Environmental Benefits:

Energy Generation:	Thermal equivalent of 12,000 gallons fuel oil
Generation Value ⁱⁱ :	\$14,200 (RECs) + \$17,400 (fuel) = \$31,600
Life Expectancy:	24+ years minimum
CO ₂ Avoided:	156 tons/year

Renewable Portfolio Standard RSA 362-F:1 Criteria:

- Generates 568 Class I Thermal renewable energy certificates (RECs) per year
- Innovative technology can provide model for biomass cooling in New Hampshire
- Supports fuel diversity & keeps energy dollars in state (\$22,000 on in-state PDCs)
- Lowers operational costs for the Town of Peterborough
- Reduces the amount of greenhouse gases, nitrogen oxides and particulate matter emissions; thereby improving air quality and public health





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. Alternative Compliance Payment value of Class I Thermal RECs = \$25 therefore 568 RECs / year = \$14,200 Generation Value. Heat fuel savings calculated using \$2.50/gallon fuel oil x 12,000 gallons displaced versus 105 tons of PDCs at \$120/ton. Cooling fuel savings are estimated to be 35,000 kWh and 50 kW of demand versus 84 tons of PDCs. The cooling costs for the two technologies are roughly identical.

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 Town of Peterborough		1.4. Grantee Address 1 Grove Street, Peterborough, NH 03458	
1.5. Effective Date May 2, 2018	1.6. Completion Date December 31, 2019	1.7. Audit Date	1.8. Grant Limitation \$300,000
1.9. Grant Officer for State Agency Karen Cramton		1.10. State Agency Telephone No. 603-271-2431	
1.11. Grantee Signature 		1.12. Name & Title of Grantee Signor Rodney Bartlett, Town Administrator	
1.13. Acknowledgment: State of <u>New Hampshire</u> , County of <u>Hillsborough</u> , on <u>4/4/18</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 <u>he</u> 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 <u>Nicole M. MacStay, Justice of the Peace</u>	
1.14. State Agency Signature(s) 		1.15. Name & Title of State Agency Signor(s) <u>Martin Hough, Chair</u>	
1.16. Approval by Attorney General (Form, Substance and Execution) By:  Assistant Attorney General, On: <u>4/6/18</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 B
Date 4/4/18

3. EFFECTIVE DATE: COMPLETION OF PROJECT.

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

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

Initials
Date

[Signature]
4/17/18

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

17. INSURANCE AND BOND.

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

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

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

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

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

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

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

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

22. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

23. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings relating hereto.

Initials
Date

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4/14/08

EXHIBIT A

SCOPE OF SERVICES

In exchange for receiving grant funds in the amount of up to \$300,000 from the New Hampshire Public Utilities Commission (PUC), the Town of Peterborough, New Hampshire (Grantee) agrees to install and operate a 0.5 MMBTUH biomass thermal heating and cooling system at the Peterborough Town Library Facility located in Peterborough, NH. Specifically, Grantee agrees to:

1. Install and operate a biomass boiler heating and cooling system at the Peterborough Town Library in Peterborough, New Hampshire.
2. Perform electrical and mechanical upgrades to the facility as necessary.
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 biomass boiler's useful thermal energy output (for both heating and cooling loads) to become eligible to produce 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 October 5, 2017 and Grantee's Proposal dated October 30, 2017 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 9/30/2018	11/1/2018	Project progress, development & construction, significant accomplishments.
Report #2	10/1/2018 – 12/31/2018	2/1/2019	Same as above.
Report #3	1/1/2019 – 3/31/2019	5/1/2019	Same as above.
Report #4	4/1/2019 – 6/30/2019	8/1/2019	Same as above.
Report #5	7/1/2019 – 9/30/2019	11/1/2019	Same as above.
Report #6	10/1/2019 – 12/31/2019	2/1/2020	Same as above.
Annual Report	Calendar Years 2018 - 2027	2/1/yyyy	Use annual report template to report energy and REC production results and

Grantee Initials

Date

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			other relevant accomplishments.
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All written reports submitted after the installation and operation of the biomass thermal heating and cooling facility shall include, at a minimum, the following:

1. The quantity of thermal energy produced (in MMBTU and kilowatt-hour equivalent 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

Date

4/4/18
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 December 31, 2019.
2. In consideration of the satisfactory performance of the obligations described in Exhibit A as determined by the State, the State agrees to pay an amount not to exceed \$300,000 to Town of Peterborough, New Hampshire (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 date(s) specified:

Receipt of all federal, state, and local permits, licenses, consents, and approvals required for construction, installation, and operation of the project, except items related to final emissions testing after system is operational.

December 31, 2018

Grantee shall use reasonable best efforts to achieve the foregoing milestones by the date(s) set forth in the table above. The Commission may extend any such specified date(s) 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 \$30,000 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 commenced operation; and
 - (iii) Grantee has submitted a complete application to the PUC for certification of eligibility of the project to produce Class I Thermal 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.

6. Each reimbursement request shall provide a detailed listing of project expenses incurred with supporting documentation. Grantee shall document all project expenditures for which

Grantee Initials _____
Date _____

Page 1 of 2

reimbursement is requested with appropriate back-up documentation, including, but not limited to, receipts, invoices, bills, and other similar documents for all vendors, contractors, and subcontractors. This includes expenses incurred by subcontractors employed on construction projects funded through the grant. At a minimum, receipts must be provided documenting labor cost, equipment cost, material cost, site work, engineering and permitting fees, and capital expenditures for all vendors, contractors and subcontractors.

7. Each reimbursement request shall also include an express affirmation by the Grantee that it and the project remain in full compliance with all terms and conditions of the grant agreement, and either (i) an express affirmation that there have been no material changes in any rights, interests, permits, licenses, or approvals affecting the project since the most recent status report submitted to the 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 services set forth in Exhibit A, and the reimbursement terms and conditions of this Exhibit B, and approved by the Director of the Sustainable Energy Division or her designee.
9. The State agrees to make payment to the Grantee within 30 days after the approval of reimbursement requests submitted in compliance with this Exhibit B and the grant agreement General Provisions.
10. Grantee agrees to provide economic data, to the extent possible, for activity performed during construction and operation of the project and after completion of the project. Such data shall include the total jobs created as a result of the development and operation of the project.
11. All obligations of the State under the grant agreement, including the continuance of any payments, are contingent on the availability of funds derived from the Renewable Energy Fund established and existing pursuant to RSA 362-F:10.

Grantee Initials 
Date 4/22/18
Page 2 of 2

EXHIBIT C

SPECIAL PROVISIONS

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

\$1,000,000 for each occurrence
\$2,000,000 for general aggregate

Grantee Initials

Date

Page 1 of 1

CERTIFICATE OF AUTHORITY

I, Linda Guyette, Town Clerk of Peterborough, New Hampshire do hereby certify that:

- (1) at the Select Board Meeting held April 3rd, 2018 the Board of Selectmen voted to apply for and enter into a grant agreement with the State of New Hampshire Public Utilities Commission and to accept and expend grant funds in the amount of \$300,000 for a biomass heating and cooling system for the Town Library rebuilding project. Such funds from State, Federal, or other governmental unit or a private source which becomes available during the year in accordance with the procedures set forth in New Hampshire law;
- (2) The Board of Selectmen further authorized the Town Administrator to execute any documents which may be necessary to effectuate this contract;
- (3) This authorization has not been revoked, annulled, or amended in any manner whatsoever, and remains in full force and effect as of the date hereof; and
- (4) the following person has been appointed to and now occupies the office indicated under item (2) above:

Rodney Bartlett, Town Administrator

IN WITNESS WHEREOF, I have hereunto set my hand as the Town Clerk of Peterborough, New Hampshire, 4/3/2018.

Linda M. Guyette
Linda Guyette, Town Clerk

My commission expires;
September 4, 2018
State of New Hampshire
County of HILLSBOROUGH

On this the 4/3/2018 before me Linda M. Guyette, the undersigned officer, personally appeared Linda Guyette who acknowledged herself/himself to be the Town Clerk of Peterborough, New Hampshire, and that she/he as such Town Clerk, being authorized to do so, executed the foregoing instrument for the purpose therein contained.

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

(Seal)

Robert A. Lambert
Justice of the Peace/Notary Public
Commission Expiration Date: 9/4/2018
ROBERT A. LAMBERT, Notary Public
My Commission Expires September 4, 2018



Primex³ Contract Review

Member Name: Town of Peterborough

Title of Contract: Public Utilities Commission Grant

Member Contact: Rodney Bartlett

Date: March 29, 2018

Dear Rodney,

Thank you very much for sending us your contract for review and feedback. By working together, we can hopefully improve the contract's alignment with coverage and minimize your assumption of liability. Our review, as your pooled coverage provider, is specifically focused on language that transfers liabilities through indemnification clauses, additional insured certificates and waivers of rights, such as our right to recoup loss payments on your behalf through subrogation. In addition to considering our feedback, we strongly recommend that you review the contract in its entirety with your legal counsel. We have included below language from our insuring document that explains the scope and limits of coverage available for your contractual promises to defend and indemnify third parties. Our recommendations provided on this form do not increase or decrease the coverage available for contractual liability.

Recommendations:

The indemnification clause is limited to the restrictions below.

We appreciate your commitment to risk management, and hope this review is helpful to you. Please don't hesitate to call us if you have any questions or if we can be of further assistance.

Thank you,

Amy Poole

**Contractual Liability
(assumption of liability)**

**\$1,000,000 per written contract to assume liability of third party
\$1,000,000 aggregate for the policy period**

Under no circumstances shall there be coverage for your contractual obligations to defend, hold harmless or indemnify; i.e., assume liability, for: (1) architects, engineers or surveyors, or any of their business entities, employers, employees, contractors, subcontractors or agents; (2) your employees or officials; and (3) any person or entity with respect to any occurrences, incidents or events that transpired before you assumed the contractual liability to defend, indemnify or hold harmless such person or entity.

However, we will cover certain contractual assumptions of liability to defend, indemnify or hold harmless a third party subject to the following terms and conditions. Our coverage of a written contractual obligation of a Member or covered entity to assume liability for; i.e. defend, indemnify or hold harmless, a third party shall be (1) subject to and limited by all terms, conditions, exclusions and the specific Contractual Liability sublimit set forth in the Public Entity Coverage Documents and Declarations; (2) limited to bodily injury and property damage claims under Coverage A, Personal Injury Liability, and Coverage B, Property Damage Liability; and (3) not in addition to or stacked upon any coverage we have extended to the third party through an Additional Covered Party certificate under Amendment #3.



CERTIFICATE OF COVERAGE

The New Hampshire Public Risk Management Exchange (Primex³) is organized under the New Hampshire Revised Statutes Annotated, Chapter 5-B, Pooled Risk Management Programs. In accordance with those statutes, its Trust Agreement and bylaws, Primex³ is authorized to provide pooled risk management programs established for the benefit of political subdivisions in the State of New Hampshire.

Each member of Primex³ is entitled to the categories of coverage set forth below. In addition, Primex³ may extend the same coverage to non-members. However, any coverage extended to a non-member is subject to all of the terms, conditions, exclusions, amendments, rules, policies and procedures that are applicable to the members of Primex³, including but not limited to the final and binding resolution of all claims and coverage disputes before the Primex³ Board of Trustees. The Additional Covered Party's per occurrence limit shall be deemed included in the Member's per occurrence limit, and therefore shall reduce the Member's limit of liability as set forth by the Coverage Documents and Declarations. The limit shown may have been reduced by claims paid on behalf of the member. General Liability coverage is limited to Coverage A (Personal Injury Liability) and Coverage B (Property Damage Liability) only. Coverage's C (Public Officials Errors and Omissions), D (Unfair Employment Practices), E (Employee Benefit Liability) and F (Educator's Legal Liability Claims-Made Coverage) are excluded from this provision of coverage.

The below named entity is a member in good standing of the New Hampshire Public Risk Management Exchange. The coverage provided may, however, be revised at any time by the actions of Primex³. As of the date this certificate is issued, the information set out below accurately reflects the categories of coverage established for the current coverage year.

This Certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend, or alter the coverage afforded by the coverage categories listed below.

Participating Member: Town of Peterborough 1 Grove Street Peterborough, NH 03458		Member Number: 268	Company Affording Coverage: NH Public Risk Management Exchange - Primex ³ Bow Brook Place 46 Donovan Street Concord, NH 03301-2624	
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Type of Coverage	Effective Date (mm/dd/yyyy)	Expiration Date (mm/dd/yyyy)	Limits - NH Statutory Limits May Apply	
<input checked="" type="checkbox"/> General Liability (Occurrence Form) Professional Liability (describe) <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence	7/1/2017	7/1/2018	Each Occurrence	\$ 1,000,000
			General Aggregate	\$ 2,000,000
			Fire Damage (Any one fire)	
			Med Exp (Any one person)	
<input type="checkbox"/> Automobile Liability Deductible Comp and Coll: \$1,000 <input type="checkbox"/> Any auto			Combined Single Limit (Each Accident)	
<input type="checkbox"/> Workers' Compensation & Employers' Liability			Statutory	
			Each Accident	
			Disease - Each Employee	
			Disease - Policy Limit	
<input type="checkbox"/> Property (Special Risk Includes Fire and Theft)			Blanket Limit, Replacement Cost (unless otherwise stated)	

Description: With regards to grant. The certificate holder is named as Additional Covered Party, but only to the extent liability is based solely on the negligence or wrongful acts of the member, its employees, agents, officials or volunteers. This coverage does not extend to others. Any liability resulting from the negligence or wrongful acts of the Additional Covered Party, or their employees, agents, contractors, members, officers, directors or affiliates is not covered.

CERTIFICATE HOLDER:	<input checked="" type="checkbox"/>	Additional Covered Party	<input type="checkbox"/>	Loss Payee	Primex ³ - NH Public Risk Management Exchange By: <i>Tammy Downer</i> Date: 3/29/2018 tdenver@nhprimex.org Please direct inquiries to: Primex ³ Claims/Coverage Services 603-225-2841 phone 603-228-3833 fax
Public Utilities Commission 21 S. Fruit Street Concord, NH 03301					



CERTIFICATE OF COVERAGE

The New Hampshire Public Risk Management Exchange (Primex³) is organized under the New Hampshire Revised Statutes Annotated, Chapter 5-B, Pooled Risk Management Programs. In accordance with those statutes, its Trust Agreement and bylaws, Primex³ is authorized to provide pooled risk management programs established for the benefit of political subdivisions in the State of New Hampshire.

Each member of Primex³ is entitled to the categories of coverage set forth below. In addition, Primex³ may extend the same coverage to non-members. However, any coverage extended to a non-member is subject to all of the terms, conditions, exclusions, amendments, rules, policies and procedures that are applicable to the members of Primex³, including but not limited to the final and binding resolution of all claims and coverage disputes before the Primex³ Board of Trustees. The Additional Covered Party's per occurrence limit shall be deemed included in the Member's per occurrence limit, and therefore shall reduce the Member's limit of liability as set forth by the Coverage Documents and Declarations. The limit shown may have been reduced by claims paid on behalf of the member. General Liability coverage is limited to Coverage A (Personal Injury Liability) and Coverage B (Property Damage Liability) only. Coverage's C (Public Officials Errors and Omissions), D (Unfair Employment Practices), E (Employee Benefit Liability) and F (Educator's Legal Liability Claims-Made Coverage) are excluded from this provision of coverage.

The below named entity is a member in good standing of the New Hampshire Public Risk Management Exchange. The coverage provided may, however, be revised at any time by the actions of Primex³. As of the date this certificate is issued, the information set out below accurately reflects the categories of coverage established for the current coverage year.

This Certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend, or alter the coverage afforded by the coverage categories listed below.

Participating Member: Town of Peterborough 1 Grove Street Peterborough, NH 03458	Member Number: 268	Company Affording Coverage: NH Public Risk Management Exchange - Primex ³ Bow Brook Place 46 Donovan Street Concord, NH 03301-2624
--	------------------------------	--

Type of Coverage	Effective Date (mm/dd/yyyy)	Expiration Date (mm/dd/yyyy)	Limits - NH Statutory Limits May Apply, If Not
<input type="checkbox"/> General Liability (Occurrence Form) <input type="checkbox"/> Professional Liability (describe) <div style="display: flex; justify-content: space-around; margin-top: 5px;"> <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence </div>			Each Occurrence General Aggregate Fire Damage (Any one fire) Med Exp (Any one person)
<input type="checkbox"/> Automobile Liability Deductible Comp and Coll: <input type="checkbox"/> Any auto			Combined Single Limit (Each Accident) Aggregate
<input checked="" type="checkbox"/> Workers' Compensation & Employers' Liability	7/1/2017	7/1/2018	<input checked="" type="checkbox"/> Statutory Each Accident \$2,000,000 Disease - Each Employee \$2,000,000 Disease - Policy Limit
<input type="checkbox"/> Property (Special Risk Includes Fire and Theft)			Blanket Limit, Replacement Cost (unless otherwise stated)

Description: Proof of Primex Member coverage only.

CERTIFICATE HOLDER:	Additional Covered Party	Loss Payee	Primex³ - NH Public Risk Management Exchange
State of NH Public Utilities Commission 1 S. Fruit Street, Ste 10 Concord, NH 03301			By: <i>Tammy Downer</i>
			Date: 3/29/2018 tdenver@nhprimex.org
			Please direct inquiries to: Primex³ Claims/Coverage Services 603-225-2841 phone 603-228-3833 fax