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STATE OF NEW HAMPSHIRE



PUBLIC UTILITIES COMMISSION

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Concord, N.H. 03301-2429

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CHAIRWOMAN
Dianne Martin

COMMISSIONERS
Kathryn M. Bailey
Michael S. Giarmo

EXECUTIVE DIRECTOR
Debra A. Howland

June 11, 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 award grant funds in the amount of \$150,000 to Woodsville/Rochester Hydro Associates, LLC, vendor number 318526, to rehabilitate the Wyandotte Hydroelectric facility located at Wyandotte Falls Road, Rochester, New Hampshire, from Governor and Council approval through December 31, 2021. Funding is 100% Renewable Energy Funds, a non-lapsing special fund continually appropriated to the Commission pursuant to RSA 362-F:10.

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

	FY2020	Total
010-081-54540000-073-500579 Grants to Institutions – State	\$150,000	\$150,000

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 electric renewable energy initiatives. On December 13, 2019, the Commission issued a Request for Proposals (RFP) #2019-006, pursuant to RSA 362-F:10 XI. That statute requires the Commission to issue, on an annual basis, an RFP for renewable energy projects in the nonresidential sectors funded by grants from the REF.

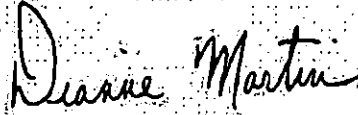
The Commission received seven (7) proposals requesting a total of \$2.24 million in funds in response to the RFP. The Wyandotte Hydroelectric project, and four (4) other proposals have been selected to receive a total of \$1,250,000 in this funding round. Attachment 1 provides additional information on the grant review and award process, and Attachment 2 provides a summary of all RFP 2019-006 competitive nonresidential grant awards.

With these funds, Woodsville/Rochester Hydro Associates, LLC will replace the defunct generator with a new induction generator, replace and lengthen the draft tube, clear additional space below the tail race, and add automated controls at the Wyandotte Hydroelectric run-of-river hydroelectric facility. These repairs and

expansions will return the facility to operation and improve its efficiency. The project's technical and funding details are described in Attachment 3, Project Specific Facts and Figures.

The grant is contingent upon 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,

A handwritten signature in black ink that reads "Dianne Martin". The signature is written in a cursive style with a large initial "D".

Dianne Martin, Esq.
Chairwoman

Attachments:

Agreement with Exhibits

Attachment 1 - 2019 Nonresidential Competitive Grant Review Process


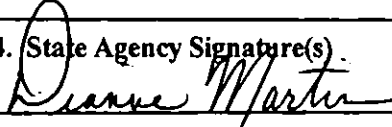
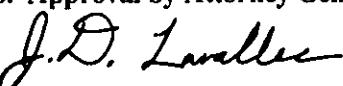
Attachment 2 - Table of 2019 Proposed REF Nonresidential Competitive Grant Awards

Attachment 3- Project Specific Facts and Figures

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

GENERAL PROVISIONS

1. Identification and Definitions.

1.1. State Agency Name Public Utilities Commission		1.2. State Agency Address 21 S. Fruit St., Ste. 10, Concord, NH 03301	
1.3. Grantee Name Woodsville/Rochester Hydro Associates, LLC		1.4. Grantee Address 65 Ellen Ave., Mahopac, NY 10541	
1.5. Effective Date G&C Approval	1.6 Completion Date 12/31/2021	1.7. Audit Date	1.8. Grant Limitation \$150,000
1.9. Grant Officer for State Agency Karen Cramton, Director, Sustainable Energy		1.10. State Agency Telephone No. 603-271-2431	
1.11. Grantee Signature  (6/8/2020)		1.12. Name & Title of Grantee Signor Ian Clark - Operating Manager	
1.13. Acknowledgment: State of _____, County of _____, on _ / _ / __, Before the undersigned officer, personally appeared the person identified in block 1.11., known to me (or satisfactorily proven) to be the person whose name is signed in block 1.12., and acknowledged that he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace (Seal)			
1.13.2. Name and Title of Notary Public or Justice of the Peace			
1.14. State Agency Signature(s) 		1.15. Name & Title of State Agency Signor(s) Dianne Martin, Chairwoman	
1.16. Approval by Attorney General (Form, Substance and Execution) By:  Assistant Attorney General, On: <u>6/10/2020</u>			
1.17. Approval by the Governor and Council On: _ / _ / __			

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

Initials IC
Date 6/8/2020

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

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Date *2/2/2020*

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 IC
Date 6/8/2000

EXHIBIT A

SCOPE OF SERVICES

In exchange for receiving grant funds in the amount of up to \$150,000 from the New Hampshire Public Utilities Commission (Commission), Woodsville/Rochester Hydro Associates, LLC (Grantee) agrees to replace the hydroelectric generator at the Wyandotte Hydroelectric facility located at Wyandotte Falls Road in Rochester, New Hampshire so that the facility will produce electricity. Specifically, Grantee agrees to:

1. Perform the replacements and repairs as described in Grantee's Proposal for Grants for Renewable Energy Generation Projects in the Nonresidential Sector, submitted on January 15, 2020 in response to Commission RFP #2019-006 (Proposal), including but not limited to the installation of a new induction generator, the replacement and lengthening of the draft tube, the clearing of space below the tailrace, and the addition of automated controls (Project). The description of Project work set forth in the Proposal is incorporated herein by this reference, provided that the State in its sole discretion may approve minor modifications or additions to, and/or functionally equivalent substitutions for, any equipment, materials, methods, or means associated with said described Project work. The Project scope reimbursable with grant funds hereunder includes all materials and labor required to complete the Project, including that of outside contractors, consultants, engineers, and other members of the Project team.
2. Take any and all additional activities necessary to become eligible or maintain eligibility to produce New Hampshire renewable energy certificates (RECs), including submitting an application for the REC eligibility of any incremental capacity resulting from the project above the amount that is currently eligible.
3. Maintain all components of the facility as recommended by its manufacturer and/or engineering specifications.
4. Provide the Commission with reports and status updates as specified below in the section regarding "Deliverables."
5. Market the RECs produced by the hydroelectric facility to electricity providers for compliance with the state's renewable portfolio standard law, RSA 362-F.
6. Acknowledge the Renewable Energy Fund as a source of funds used for the project in any literature, press release, or public discussion of the project.

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

Grantee Initials I.C.
Date 6/18/2020
Page 1 of 2

DELIVERABLES

The Grantee agrees to prepare and submit written progress reports to the Commission, in a form and manner prescribed by the Commission, and to participate in monthly status meetings or conference calls prior to the Project completion date as deemed necessary by the Commission. The written progress reports shall meet the following specifications:

Report Type	Reporting Period	Due Date	Scope of Report
Report #1	Through 9/30/2020	11/1/2020	Project progress, development & construction, significant accomplishments.
Report #2	10/1/2020 – 12/31/2020	2/1/2021	Same as above.
Report #3	1/1/2021 – 3/31/2021	5/1/2021	Same as above.
Report #4	4/1/2021 – 6/30/2021	8/1/2021	Same as above.
Report #5	7/1/2021 – 10/31/2021	12/1/2021	Same as above.
Annual Report	Calendar Years 2021 - 2030	2/1/of the immediately following year	Use annual report template to report information listed below.

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

1. The quantity of electricity produced during the preceding calendar year;
2. The number and type of RECs produced during the preceding calendar year;
3. The number of RECs sold during the preceding calendar year; and
4. Relevant details about operations, such as maintenance or production issues; and
5. Economic data, including, but not limited to job creation data to the extent possible, for activity performed during construction and operation of the Project and after completion of the Project. Such data shall include the total jobs created as a result of the development and operation of the Project.

Grantee Initials I. C.
Date 6/8/2020
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, 2021.
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 \$150,000 to Woodsville/Rochester Hydro Associates (Grantee), pursuant to the terms and conditions specified in this Exhibit B.
3. Grantee shall not be paid any grant funds under the grant agreement unless and until all of the following have occurred by the target dates specified:

Receipt of all necessary permits from all applicable Authorities Having Jurisdiction, including but not limited to FERC, environmental, building, electrical, fire, and zoning, or confirmation that none will be required.	December 31, 2020
Receipt of required design or engineering plans, which may be in preliminary form as determined by the State, or confirmation that none are required.	December 31, 2020

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

4. Grantee's reimbursement requests shall cover only the costs of materials and equipment delivered to the site of the Project (as defined in Exhibit A) 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 the Project, or delivered to the Project site for incorporation into the Project, or used at the Project site for the purpose(s) for which procured.
5. Grantee may submit reimbursement requests to the Commission, with full supporting documentation, as obligations described in Exhibit A have been met and subject to the conditions stated in paragraphs 3 and 4 above, and further consistent with the grant agreement General Provisions. Reimbursement requests shall be submitted not more frequently than once per month. No more than 50% of the grant amount (i.e., \$75,000) will be reimbursed for materials and equipment expenditures prior to the commencement of substantial on-site Project work. The amount of \$15,000 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;
 - (iii) grantee has submitted an application, deemed complete by the Commission, for certification of eligibility of the Project to produce NH Class IV and/or Class I RECs;

Grantee Initials I.C.
Date 6/8/2020

- (iv) site visit has been conducted by a member of the Commission staff, if the Commission deems a site visit necessary; and
- (v) interconnection agreement with electric distribution utility has been executed, or confirmation that existing interconnection agreement is still in effect.

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 reimbursement is requested with appropriate back-up documentation, including, but not limited to, receipts, invoices, bills, and other similar documents for all vendors, contractors, and subcontractors. This includes expenses incurred by subcontractors employed on construction Projects funded through the grant. At a minimum, receipts must be provided documenting labor cost, equipment cost, material cost, site work, engineering and permitting fees, and capital expenditures for all vendors, contractors and subcontractors.
7. Reimbursement requests shall be reviewed for compliance with the scope of services set forth in Exhibit A, and the reimbursement terms and conditions of this Exhibit B, and approved or rejected by the Director of the Sustainable Energy Division or her designee. Additional documentation may be requested as determined by the State.
8. Grantee agrees to provide economic data, including, but not limited to job creation data to the extent possible, for activity performed during construction and operation of the Project and after completion of the Project. Such data shall include, at a minimum, the total jobs created as a result of the development and operation of the Project.
9. The State agrees to make payment to the Grantee within 30 days after the approval of reimbursement requests as described in paragraph 7 above and submitted in compliance with this Exhibit B and the grant agreement General Provisions.
10. All obligations of the State under the grant agreement, including the continuance of any payments, are contingent on the availability of funds derived from the Renewable Energy Fund established and existing pursuant to RSA 362-F:10.

Grantee Initials IC
Date 6/8/2020
Page 2 of 2

EXHIBIT C

SPECIAL PROVISIONS

The Grantee, Woodsville/Rochester Hydro Associates, LLC, is not an "employer" required to obtain workers' compensation and employer's liability insurance because it is a special purpose limited liability company with less than three officers and directors and no other employees. All contractor payroll for the project is through Steels Pond Hydro, Inc. (Steels Pond), an affiliate of the Grantee, which affiliated company provides coverage for workers' compensation.

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

- \$1,000,000 for each occurrence
- \$1,000,000 for personal and advertising injury
- \$300,000 for property damage/rented premises
- \$5,000 for medical expenses
- \$2,000,000 for general aggregate
- \$2,000,000 for products completed operations aggregate

The Grantee has provided a General Liability Certificate of Insurance which names the Grantee as additionally insured and demonstrates the minimum coverages acceptable to the Commission as set forth above. Steels Pond's Workers' Compensation insurance coverage certificate is also attached.

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

If the Grantee experiences or anticipates any such COVID-19-related impacts to this Agreement, the Grantee shall immediately notify the 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, without the approval of the Governor and Executive Council, upon giving written notice to the Grantee. The State's right to modify includes, but is not limited to the right to modify service priorities, including how and when

Grantee Initials IC
Date 6/10/20
Page 1 of 2

Services are delivered, and expenditure requirements under this Agreement so as to achieve compliance therewith, provided such modifications are within the Scope of Services and cost limitations of this Agreement. By exercising any of the rights described within this subsection, the State does not waive any of its right under this Agreement.

In the event that a modification by the State under this subsection would result in a reduction of Services that cannot be supplemented during the remaining term of this Agreement with either replacement or substituted services of substantially similar value, the Parties shall submit an amendment to this Agreement with a commensurate reduction in the price. In order to facilitate reconciliation of services performed under this Agreement, the Grantee shall submit weekly reports detailing the following for any service not fully performed pursuant to the terms of the Agreement:

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

State of New Hampshire

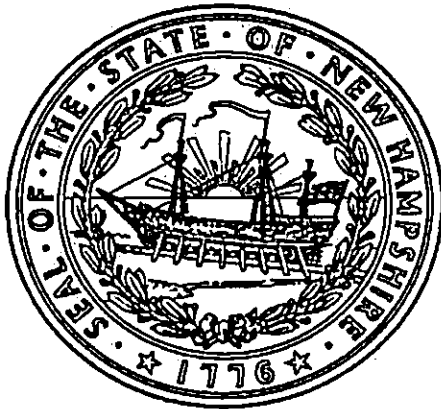
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that WOODSVILLE/ROCHESTER HYDRO ASSOCIATES, LLC is a New Hampshire Limited Liability Company registered to transact business in New Hampshire on August 20, 1999. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 323808

Certificate Number: 0004881405



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 2nd day of April A.D. 2020.

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

William M. Gardner
Secretary of State

Woodsville/Rochester Hydro Associates LLC

LLC Certification of Authority

I, Ian Clark, hereby certify that I am the sole Manager of Woodsville/Rochester Hydro Associates, a limited liability company under RSA 304-C.

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

Date: 5/21/2020

Signature *Ian Clark*

Ian Clark, Manager

Woodsville/Rochester Hydro Associates LLC



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/21/2020

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Avid Insurance Agency, Inc. 425 New Karner Road Albany NY 12205	CONTACT NAME: Roger Saddle mire PHONE (A/C, No, Ext): (518) 869-8106 E-MAIL ADDRESS: rsaddle mire@avidins.com FAX (A/C, No): (518) 869-8525
	INSURER(S) AFFORDING COVERAGE INSURER A: Central Mutual Insurance Co INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
INSURED Woodsville/Rochester Hydro Associates LLC Wyandotte Facility Wyandotte Falls Rd Rochester NH 03887	

COVERAGES CERTIFICATE NUMBER: CL2021101514 REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		CLP 8660472	01/03/2020	01/03/2021	EACH OCCURRENCE \$ 1,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000						
							MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMPOP AGG \$ 2,000,000
							\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$
							AGGREGATE \$
							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N	N/A			PER STATUTE OTH-ER
							E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

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

Subject to the conditions and exclusions of the policies. NH Public Utilities Commission is named as additional insured as per written contract.

CERTIFICATE HOLDER NH Public Utilities Commission 21 South Fruit St, Ste 10 Concord NH 03301	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Roger Saddle mire</i>
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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/08/2020

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

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PRODUCER Noyle W Johnson Insurance 119 River Street P.O. Box 279 Montpelier VT 05601-0279	CONTACT NAME: Pamela J. Poland, CIC, CISR PHONE (A/C No. Ext): (802) 223-7735 E-MAIL ADDRESS: Ppoland@nwjinsurance.com	FAX (A/C, No):	
	INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED Steels Pond Hydro, Inc. 65 Ellen Avenue Mahopac NY 10541	INSURER A: Travelers Property Casualty Company of America		
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		
	INSURER F:		


COVERAGES **CERTIFICATE NUMBER:** CL206840575 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADOL	SUBR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
		INSR	WVD				
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N		B#28-10804-20160-141552	06/13/2020	06/13/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Certificate issued as respects the Woodsville-Rochester Hydro project at 316 Wyandotte Falls Road, Rochester, NH 03887.

CERTIFICATE HOLDER**CANCELLATION**

New Hampshire Public Utilities Commission 21 S. Fruit Street, Suite #10 Concord NH 03301-2429	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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ATTACHMENT 1 – 2019 NONRESIDENTIAL COMPETITIVE GRANT REVIEW PROCESS

The Public Utilities Commission (PUC) issued a Request for Proposals (RFP) on December 12, 2019 for renewable energy projects in the nonresidential 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 (ESEE Board), regular attendees at ESEE Board meetings, additional stakeholders known to have an interest in energy policy and programs, and Clean Energy NH. The RFP was posted on the PUC website for the full submission period, and was advertised in the New Hampshire Union Leader on December 17, 2019. All responses were due by January 15, 2020. The Commission received seven (7) proposals requesting a total of \$2.24 million in grant funds for projects with combined estimated total project costs of \$5.31 million.

The PUC employed a two-tier grant review process to evaluate the proposals. The initial review team consisted of three members including Jason Morse (PUC Sustainable Energy Division), Joe Fontaine (Department of Environmental Services Air Resources Division) and Matthew Mailloux (Office of Strategic Initiatives). The second review team consisted of PUC Commissioners including: Chairwoman Dianne Martin; Commissioner Kathryn Bailey, and Commissioner Michael Giaimo. The RFP and proposal review was overseen by Karen Cramton, Director of the Sustainable Energy Division.

One proposal was eliminated as nonconforming. Subsequently, the initial review team scored the remaining six (6) 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 initial review team scored proposals using the pre-published scoring criteria and developed a score for each from 0-100 points. As part of the scoring process, the initial review team interviewed the six (6) applicants. The initial review team assigned values for the factors outlined in the RFP which resulted in the final scores, ranks and funding recommendations.

Based on proposal scores and the program budget, the initial review team recommended funding the four (4) highest scoring proposals at the full grant amount requested. After allocating funding to these four project proposals, an amount of \$130,000 remained in the program budget. The evaluation team therefore recommended offering the next highest-scoring proposal partial grant funding in the amount of \$130,000.

The initial review team met with the Commissioners to brief them on the recommendations. The Commissioners were provided with project scores, project descriptions, recommendations for funding, and had an opportunity to ask questions. The Commissioners approved the recommendations to award grant funds for five (5) renewable energy projects totaling \$1,250,000.

**Attachment 2
2019 Proposed Renewable Energy Fund Nonresidential Competitive Grant Awards**

	Town/City	Technology (Capacity)	Total Project Costs	Proposed Grant Funding	Annual Renewable Energy Credits & Type	Cost Effectiveness (Grant \$ / 10yrs-REC)	Contract End Date
Durgin and Crowell Lumber Company, Inc.	Springfield	Biomass Thermal (5,861 kW)	\$740,696	\$500,000	22,494 Class I Thermal	\$2.22	12/31/2021
Sweetwater Hydroelectric, LLC	Claremont	Hydroelectric (350 kW)	\$338,000	\$270,000	1,380 Class IV	\$19.57	12/31/2021
Woodsville/ Rochester Hydro Associates, LLC	Rochester	Hydroelectric (161 kW)	\$301,300	\$150,000	555 Class IV/Class I	\$27.04	12/31/2021
Campton School District Campton Elementary School	Campton	Biomass Thermal Heating (300 kW)	\$1,350,000	\$200,000	690 Class I Thermal	\$28.99	12/31/2021
Noone Falls Energy, LLC	Peterborough	Hydroelectric (150 kW)	\$181,000	\$130,000	750 Class IV	\$24.13	12/31/2021
TOTAL			\$2,910,996	\$1,250,000			

Attachment 3
Woodsville/Rochester Hydro Associates, LLC
Facts and Figures

Woodsville/Rochester Hydro Associates, LLC owns and operates the Wyandotte Hydroelectric run-of-river hydroelectric facility in Rochester, NH. They have requested \$150,000 of the \$301,300 cost to replace the defunct generator with a new induction generator, replace and lengthen the draft tube, clear additional space below the tail race, and add automated controls. The facility has been inactive since 2016. The new induction generator is expected to increase the capacity to 161 kW, and the addition of a variable frequency drive and automated controls is expected to improve the facility's overall efficiency. Once operational, the unit is expected to produce an additional 555 New Hampshire Class I or Class IV RECs annually.

Facility Size: 161 kW

Grant Cost Effectivenessⁱ: \$27.04/REC (over 10 years)

Funding Analysis:

Total Project Cost:	\$301,300
Leveraged Funds:	\$151,300
Grant Amount:	\$150,000 (approximately 50% of total project cost)
Payback Period:	6.5 years (based only on Total Project Cost and Generation Value) 3.3 years (based only on Leveraged Funds and Generation Value)

Financial and Environmental Benefits:

Energy Generation:	555 MWh/year
Generation Value ⁱⁱ :	\$46,098/year
20-Year LCOE ⁱⁱⁱ :	\$0.062/kWh
Life Expectancy:	38 years
CO ₂ Avoided:	203 tons/year

Renewable Portfolio Standard RSA 362-F:1 Criteria:

- Generates 555 Class IV or Class I renewable energy certificates (RECs) per year
- Supports fuel diversity & keeps energy dollars in state
- Provides revenue to the City of Rochester
- Reduces the amount of greenhouse gases, nitrogen oxides and particulate matter emissions; thereby improving air quality and public health
- New induction generator, variable frequency drive, and automated controls will provide a model for other run-of-river hydroelectric facilities in the state

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 grantees

ⁱⁱ Generation value is estimated using \$0.08306/kWh (Eversource default service rate through July 2020) multiplied by the estimated generation

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