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

May 1, 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 award grant funds in the amount of \$200,000 to White Rock Cooperative Estates, vendor number 157123, to install, own, and manage a ground-mount solar array that will benefit low and moderate income (LMI) residents of the resident-owned manufactured housing community (ROC) located in the White Rock Cooperative Estates in Tilton, from Governor and Council approval through November 30, 2020. Funding is 100% Renewable Energy Funds, a non-lapsing special fund appropriated to the Commission pursuant to RSA 362-F:10.

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

| | FY2019 | FY2020 | Total |
|---|----------|-----------|-----------|
| 010-081-54540000-073-500579 Grants to Institutions – State | \$50,000 | \$150,000 | \$200,000 |

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 February 6, 2019 the Commission issued a Request for Proposals (RFP) pursuant to RSA 362-F:10, X which requires the Commission to use no less than 15 percent of the funds to “annually benefit low-moderate income residential customers, including, but not limited to, the financing or leveraging of financing for low-moderate income community solar projects in manufactured housing communities or in multi-family rental housing.”

The Commission received four (4) proposals requesting a total of \$700,000 in funds in response to RFP 19-001. The White Rock Cooperative Estates, and two (2) others have been selected to receive a total of \$500,000 in this funding round. Attachment A provides additional information on the grant review and award process, and Attachment B provides a summary of all fiscal year 2019 competitive LMI grant awards.

With these funds, White Rock Cooperative Estates will install, own, and manage, a solar PV system at White Rock Cooperative Estates resident-owned manufactured housing community in Tilton. The solar PV system, through the generation of electricity, will provide direct net benefits to the cooperative members in the form of lot rent reduction. Attachment C, Project and Program Overview, provides a description of the project and summarizes the direct net benefits provided to LMI residential customers.

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

Respectfully submitted,



Martin P. Honigberg
Chairman

Attachments:

- Agreement with Exhibits
- Attachment A – 2019 LMI Grant Review Process
- Attachment B - Table of 2019 REF LMI Grant Awards
- Attachment C - Project and Program Overview

ATTACHMENT A – 2019 LMI GRANT REVIEW PROCESS

The Public Utilities Commission (PUC) issued a Request for Proposals (RFP) on February 6, 2019, for community solar photovoltaic (PV) projects providing direct benefits to low and moderate-income (LMI) residential electric customers. The RFP required that a project being proposed must result in quantifiable direct benefits to a minimum of three LMI participants. Pursuant to RSA 362-F:10, X “no less than 15 percent of the funds shall annually benefit low-moderate income residential customers, including, but not limited to, the financing or leveraging of financing for low-moderate income community solar projects in manufactured housing communities or in multi-family rental housing.”

The RFP was widely circulated electronically to the service list for Docket DE 17-172, Development of Renewable Energy Fund Programs for LMI Residential Customers Under SB129 of 2017 and the service list for PUC Dockets DE 10-212 and DE 16-576. The RFP was posted on the PUC website for the full submission period, and was advertised in the New Hampshire Union Leader on February 10, 11, and 12, 2019. All responses were due by March 11, 2019. The Commission received four (4) proposals requesting a total of \$700,000 in grant funds for projects with a combined estimated project value of \$1.2 million.

The PUC employed a two-tier grant review process to evaluate the proposals. The initial review team consisted of four PUC Staff, including Tanya Wayland (Analyst, Sustainable Energy Division), Stephen Eckberg (Analyst, Sustainable Energy Division), Jason Morse (Analyst, Sustainable Energy Division), and Amanda Noonan (Director, Consumer Services and External Affairs). The second tier review team consisted of the PUC Commissioners: Chairman Martin Honigberg, Commissioner Kathryn Bailey, and Commissioner Michael Giaimo. The RFP and proposal review was overseen by Karen Cramton, Director of the Sustainable Energy Division.

The initial review team scored all proposals using the scoring criteria set forth in the RFP with the quantified direct net benefit to LMI participants receiving the highest scoring weight. Other criteria included project feasibility and readiness, administration and management, and technical specifications. The team scored all proposals using the pre-published scoring criteria, developing a score for each proposal from 0-100 points. Following the initial scoring, the team reached out to applicants with clarification questions. The review team then finalized scores, ranks, and funding recommendations.

Staff met with the Commissioners to brief them on the review team’s recommendations. The Commissioners were provided with project descriptions for those projects recommended for funding and had an opportunity to ask questions of Staff. The Commissioners approved the review team’s recommendations to award grant funds for three (3) community solar projects totaling \$500,000.

Attachment B

Low-Moderate Income (LMI) Community Solar PV Competitive Grant Awards

2019

| Proposed Grantee | Town/City | Grant Funding | Number of Households | Estimated Direct Annual Net Benefit per Household | Project Model | Model Benefits | Barriers to Serving LMI Community |
|---|-----------|------------------|----------------------|---|--|--|--|
| Laconia Area Community Land Trust, Inc. | Laconia | \$150,000 | 12 | \$423 | Non-profit owned multi-family income verified housing Electricity to be included in rent (combined rent/electric less than previously paid) | <ul style="list-style-type: none"> • Maximum direct benefit to participants • Behind the meter energy usage • Reduced administrative burden due to income-qualified housing | Limited access to upfront capital Direct cash payments have the potential to impact other public benefits such as SNAP, fuel assistance, etc. |
| Gaslight Village Cooperative, Inc. | Tilton | \$150,000 | 32 | \$300 | Third-party For-profit (Investor Owned) Lot rent reduction | <ul style="list-style-type: none"> • Eligible for federal tax incentives • ROC ownership of system possible after 5 years | LMI households and non-profit organizations cannot take advantage of certain tax credits |
| White Rock Cooperative Estates | Tilton | \$200,000 | 28 | \$444 | ROC owned Lot rent reduction | <ul style="list-style-type: none"> • Reduced administrative costs through immediate participant solar PV ownership | |
| Total | | \$500,000 | 72 | | | | |

Attachment C

White Rock Cooperative Estates Project and Program Overview

The White Rock Cooperative Estates program model is structured to maximize direct benefits to low-moderate income (LMI) Resident-Owned Communities (ROCs). The project developer will design and build the community solar project. Grant funds will be used to purchase the solar array, allowing the ROC to own the array outright and immediately receive maximum direct benefits from the energy generation. Direct ROC ownership will provide additional benefits to the LMI residents, including renewable energy certificate ownership and maximum compensation for energy produced.

Under New Hampshire's Group Net Metering program, the ROC will qualify as a "host" and receive monetary compensation for all energy generated. The ROC, in turn, will provide direct benefits to its cooperative members (residents) in the form of lot rent reductions. By reducing lot rents, the LMI residents reduce their monthly expenses and avoid any unintended consequences to any other public benefits received.

In addition, the project will leverage charitable contributions and pro bono work from Vermont Law School's Energy Clinic and a law firm, Primmer Piper Eggleston & Cramer. This project has also received letters of support from the Vermont Law School Institute for Energy and the Environment, ROC-NH,¹ and Liberty Utilities.

Direct LMI Benefits:

| | |
|---|-----------------------------------|
| Number of Participants: | 28 Households (21 LMI households) |
| Annual Estimated Savings per Participant: | \$ 444 |
| Total Projected Annual Savings: | \$12,432 (\$9,324 direct to LMI) |

Project Technical Specifications:

Nameplate Rating: 88.8 kW_{DC} (66 kW_{AC}) Ground Mounted PV System
Projected Energy Generation: 111,307 kilowatt hours per year

Funding Analysis:

| | |
|------------------------|---------------|
| Grant Amount: | \$ 200,000.00 |
| Total Project Cost: | \$ 201,798.00 |
| Installed System Cost: | \$ 201,798.00 |
| Cost per watt: | \$ 2.27 |

Other Benefits:

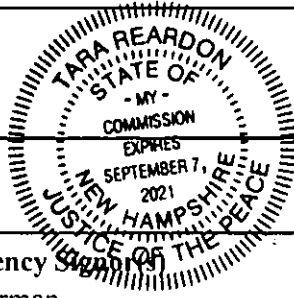
- Warranty includes 5 year labor warranty, plus one inverter replacement
- System life expectancy of 30+ years
- System will generate 111 Class II renewable energy certificates (RECs) per year
- Supports fuel diversity & keeps energy dollars in state
- Reduces the amount of greenhouse gases, nitrogen oxides and particulate matter emissions; thereby improving air quality and public health

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

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 White Rock Cooperative Estates | | 1.4. Grantee Address 53 White Rock Circle, Tilton, NH 03276 | |
| 1.5. Effective Date May 15, 2019 | 1.6. Completion Date November 30, 2020 | 1.7. Audit Date | 1.8. Grant Limitation \$200,000 |
| 1.9. Grant Officer for State Agency Karen Cramton Director Sustainable Energy Div | | 1.10. State Agency Telephone No. 603-271-2431 | |
| 1.11. Grantee Signature <i>Camille Morse</i> | | 1.12. Name & Title of Grantee Signor Camille Morse, Treasurer 603-528-0640 | |
| 1.13. Acknowledgment: State of <u>NH</u> , County of <u>Belknap</u> , on <u>4/16/19</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 she executed this document in the capacity indicated in block 1.12. | | | |
| 1.13.1 Signature of Notary Public or Justice of the Peace (Seal) <i>[Signature]</i> | |  | |
| 1.13.2. Name and Title of Notary Public or Justice of the Peace TARA REARDON | | | |
| 1.14. State Agency Signature(s) <i>[Signature]</i> | | 1.15. Name & Title of State Agency Signor Martin P. Honigberg, Chairman | |
| 1.16. Approval by Attorney General (Form, Substance and Execution) By: <i>[Signature]</i> Assistant Attorney General, On: <u>4/22/2019</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 *CRW*
Date 4/16/19

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 *CPW*
Date 4-16-19

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 *Colm*
Date 4-16-19

EXHIBIT A

SCOPE OF SERVICES

In exchange for receiving grant funds in the amount of up to \$200,000 from the New Hampshire Public Utilities Commission (PUC), White Rock Cooperative Estates (Grantee) shall coordinate and oversee the design, development, procurement, construction, and installation by ReVision Energy Inc. and/or its subcontractors, of a 88. kW (DC) /66 kW (AC) ground-mounted solar photovoltaic (PV) system located at the Tilton, New Hampshire location identified as the White Rock Cooperative Estates Community Solar project in the Grantee's proposal, which Grantee submitted in response to PUC Request for Proposals (RFP) 19-001. Specifically, the Grantee agrees to:

1. Cause a solar PV system array to be installed at and owned by the White Rock Cooperative Estates Resident Owned Community located in Tilton, New Hampshire on 76 White Rock Circle.
2. Ensure the maintenance of the PV system and system components as recommended by the manufacturer and consistent with engineering specifications.
3. Uphold the commitment to provide park lot rent reduction to cooperative members participating in the community solar program for the life of the PV system, as set forth in the Grantee's proposal.
4. Inform the Commission promptly, in writing, if the net direct benefit(s) to low and moderate income (LMI) customers will decrease by 10% or more from the benefit amount set forth in the Grantee's proposal.
5. Inform the Commission promptly, in writing, if legislation enacted in 2019 or thereafter will increase any financial benefit(s) available to the Grantee, as owner of the net-metered solar PV system, and how any such increased benefit(s) shall be shared with the funded solar PV system's low and moderate income (LMI) participants.
6. Manage the LMI community solar program as described in the "Deliverables" section and the Grantee's proposal.
7. Provide direct benefits to community solar participants, of which LMI participants shall comprise the majority, for the full life of the PV system.
8. Provide the PUC with reports and status updates as specified in the "Deliverables" section.
9. Submit a complete Class II Renewable Energy Source Eligibility application to the PUC for the certification of the output for the PV system to produce New Hampshire Class II renewable energy certificates (RECs).
10. Market the RECs to electricity providers in New Hampshire for compliance with the state's renewable portfolio standard law, RSA 362-F, if and when the Grantee deems it economically advantageous to do so.

Grantee Initials CJH
Date 4-16-19
Page 1 of 3

11. Acknowledge the Renewable Energy Fund as a source of funds used for the project in any literature, press release, or public discussion of the project.

Except as otherwise provided in this contract, the requirements and provisions set forth in the PUC's Request for Proposals issued February 6, 2019, RFP 19-001, and in the Grantee's Proposal dated March 11, 2019, as supplemented by its letter dated April 15, 2019, are incorporated herein by reference as further defining the scope of services to be rendered by the 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 and in additional status update meetings or conference calls upon PUC request following project completion. The written progress reports shall meet the following specifications:

| Report Type | Reporting Period | Due Date | Scope of Report |
|---------------|----------------------------|-----------|--|
| Report #1 | Through 6/30/2019 | 8/1/2019 | Update on community solar program development and enrollment. Overview of project progress (including but not limited to permits, participant recruitment, development and construction, significant accomplishments, delays, etc. |
| Report #2 | 7/1/2019 – 9/30/2019 | 11/1/2019 | Same as above. |
| Report #3 | 10/1/2019 – 12/31/2019 | 2/1/2020 | Same as above. |
| Report #4 | 1/1/2020 – 3/31/2020 | 5/1/2020 | Same as above. |
| Report #5 | 4/1/2020 – 6/30/2020 | 8/1/2020 | Same as above. |
| Annual Report | Calendar Years 2020 - 2029 | 2/1/yyyy | LMI Community Solar Program Annual Report (see below for details) |

LMI Community Solar Program Annual Reports must be submitted annually for 10 years. The first such report, for calendar year 2019, must be submitted no later than February 1, 2020. Each LMI Community Solar Program Annual Report must include, at a minimum, the following:

1. Identification of the Grantee, project name, RFP 2019-001, and updated contact information;
2. Electric energy produced by the PV system (i.e., kilowatt-hours generated) during the preceding calendar year;
3. Total number of participants in the LMI Community Solar Program (Program) and breakdown of participants: low-income, moderate-income, other;
4. Number of LMI participating customers receiving direct benefits through the Program;
5. Description and quantification of direct benefits provided to LMI and non-LMI participants through the Program;

Grantee Initials Colw
 Date 4-16-19
 Page 2 of 3

6. Quantification of the annual net direct benefits (in dollars) received by each LMI participant;
7. Explanation of any material variation between the direct benefits projected in the Grantee's proposal and the actual direct benefits provided to participating LMI customers through the Program;
8. Certification of income verification conducted for each LMI participating customer, and description of the income verification process;
9. Certification that the number of participating customers equaled or exceeded five (5), and that the majority of participating customers were certified and verified to be LMI;
10. Description of any change in ownership of the PV system;
11. Description of any changes made to the overall Program model;
12. Description of any impacts to public benefits received by participating LMI customers or any tax implications related to participation by LMI customers in the Program;
13. The number of RECs produced during the preceding calendar year; and
14. The number of RECs sold during the preceding calendar year.

Grantee Initials CLM
Date 4-16-19
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EXHIBIT B

GRANT AMOUNT, TERMS, AND METHODS OF PAYMENT

1. This grant agreement between the New Hampshire Public Utilities Commission (PUC) and White Rock Cooperative Estates (Grantee) commences upon approval by Governor and Executive Council and concludes on November 30, 2020.
2. In consideration of the satisfactory performance of the obligations described in Exhibit A as determined by the State, the State agrees to pay an amount not to exceed \$200,000 to the Grantee, or as directed by Grantee, to the photovoltaic system installer, ReVision Energy Inc., pursuant to the terms and conditions specified in this Exhibit B.
3. Any grant funds under the grant agreement will not be paid unless and until all of the following have occurred by the target date(s) specified:

| | |
|--|--------------------|
| Resolution of solar installation property taxes between Grantee and the Town of Tilton, where Tilton accepts proposed Payment in Lieu of Taxes | June 15, 2019 |
| Execution of group net metering agreement by all necessary action between White Rock Cooperative Estates and participating cooperative residents. | July 31, 2019 |
| All participants identified and the projected load of participants enrolled offsets the total generation capacity of the array | August 15, 2019 |
| Confirm net direct benefits to LMI participants and notify PUC of any changes prior to commencing construction | August 15, 2019 |
| Receipt of all federal, state, and local permits, licenses, consents, and approvals required for construction, installation, and operation of the project. | September 30, 2019 |

The Grantee shall use reasonable best efforts to achieve the foregoing milestones by the date(s) set forth in the table above. The PUC may extend any such specified date(s) for good cause shown upon written request by the Grantee.

4. The Grantee's approved reimbursement requests shall cover only the costs of materials and equipment delivered to the project site and incorporated into or to be incorporated into the project and only labor costs directly related to the design, construction, and installation of the project. The Grantee's reimbursement requests shall not include the costs of any deposits or prepayments for equipment or materials ordered or procured for the project unless and until such equipment and materials are delivered to the project site and incorporated into or for incorporation into the project.

Grantee Initials Colm
Date 4-16-19
Page 1 of 3

5. The Grantee shall receive and review final paid invoices evidencing the full costs of design, development, procurement, construction and installation of the project from ReVision Energy Inc. and/or its vendors and subcontractors. Following approval by the Grantee of submitted invoices, the Grantee shall forward the approved invoices to the Director of the PUC Sustainable Energy Division or her designee for review and evaluation, with full supporting documentation, as obligations described in Exhibit A have been met and subject to the conditions stated in paragraphs 3 and 4 above. Reimbursement requests shall be submitted not more frequently than twice per month. The amount of \$20,000 will be retained until the project is complete and shall be paid only when each of the following has occurred:

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

The State shall not be responsible for any project expenses incurred that exceed the total grant amount or are not eligible for reimbursement under this Exhibit B.

6. Each reimbursement request shall provide a detailed listing of project expenses incurred with supporting documentation. The Grantee shall document all project expenditures for which reimbursement is requested with appropriate back-up documentation, including, but not limited to, receipts, invoices, bills, and other similar documents for all project vendors, contractors, and subcontractors. This includes expenses incurred by subcontractors employed on construction projects funded through the grant. At a minimum, receipts must be provided documenting labor cost, equipment cost, material cost, site work, engineering and permitting fees, and capital expenditures for all vendors, contractors, and subcontractors.
7. Each reimbursement request shall also include an express affirmation by the Grantee that it and the project remain in full compliance with all terms and conditions of the grant agreement, and either (i) an express affirmation that there have been no material changes in any rights, interests, direct benefits to LMI participants, permits, licenses, or approvals affecting the project since the most recent status report submitted to the PUC, or (ii) a description in reasonable detail of any such material changes in rights, interests, permits, licenses, or approvals affecting the project since the most recent status report submitted to the PUC.
8. Reimbursement requests shall be reviewed for compliance with the scope of services set forth in Exhibit A, and the reimbursement terms and conditions of this Exhibit B, and approved by the Director of the Sustainable Energy Division or her designee. Following review and approval of all such submitted invoices, the PUC shall pay the grant funds under the grant agreement.
9. The State agrees to make payment within 30 days after the approval of reimbursement requests submitted in compliance with this Exhibit B and the grant agreement General Provisions.
10. The Grantee agrees to provide economic data (including, but not limited to, the total jobs created as a result of the development and operation of the project, to the extent possible) for activity performed during construction and operation of the project and after completion of

Grantee Initials *DAW*
Date 4-16-19
Page 2 of 3

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 CAJ
Date 4-16-19
Page 3 of 3

EXHIBIT C

SPECIAL PROVISIONS

1. White Rock Cooperative Estates has no employees. Therefore, worker's compensation and employees liability insurance as set forth in Paragraph 17.1.1 of the General Provisions are not required.

2. 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
- \$ 100,000 for damage to rented premises (each occurrence)
- \$ 5,000 for medical expenses (any one person)
- \$1,000,000 for personal and advertising injury
- \$2,000,000 for general aggregate
- \$2,000,000 for products liability/completed operations in aggregate

Grantec Initials GA
Date 4-16-19
Page 1 of 1

State of New Hampshire

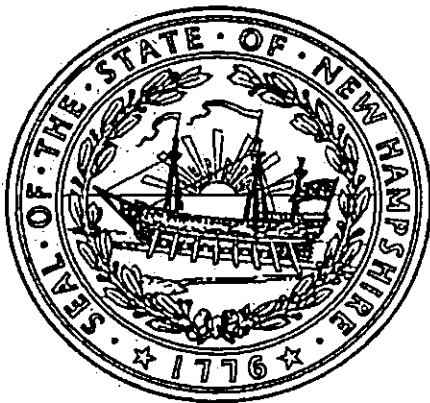
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that WHITE ROCK COOPERATIVE ESTATES is a New Hampshire Consumer Cooperative registered to transact business in New Hampshire on November 12, 1991. 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: 162585

Certificate Number: 0004495922



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 14th day of April A.D. 2019.

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

William M. Gardner
Secretary of State

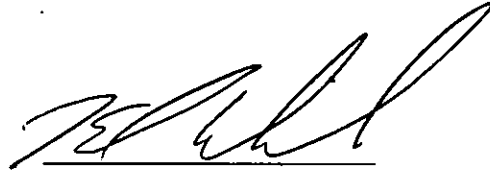
Certificate of Vote

Pursuant to the By-Laws on April 16th, 2019, the Board of Directors of White Rock Cooperative Estates (the "Cooperative"), voted to authorize Camille Morse, the Treasurer of the Board of Directors of the Cooperative, to execute contracts with the State of New Hampshire in the name of, and on behalf of, the Cooperative, and such execution of any contract or obligation in the Cooperative's name on its behalf by such officer, shall be valid and binding upon the Cooperative.

At a meeting of the Cooperative held on April 14th, 2019, in accordance with the Cooperative By-Laws, the Cooperative voted unanimously to authorize the Board of Directors to enter into an agreement with the Public Utility Commission to accept grant funding from the Renewable Energy Fund to help build a community solar photovoltaic array to benefit participating Cooperative members.

I hereby certify that I am the Secretary of the White Rock Cooperative Estates, and that Camille Morse is the duly elected Treasurer of the Board of Directors of the Cooperative. Neither the vote of the Board of Directors, nor the vote of the Cooperative community, both referenced above, has been amended, modified, revoked or rescinded and each vote remains in full force and effect as of the date signed below.

Date: April ~~16~~, 2019

A handwritten signature in black ink, appearing to read 'K. Ulrich', written over a horizontal line.

Secretary: Karl Ulrich



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/19/2019

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 Melcher & Prescott Insurance 426 Main Street Laconia NH 03246 | CONTACT NAME: Jessica Fleck, AAI PHONE (A/C, No, Ext): (603) 524-4535 E-MAIL ADDRESS: jfleck@melcher-prescott.com | FAX (A/C, No): |
| | INSURER(S) AFFORDING COVERAGE | |
| | INSURER A: Preferred Mutual Insurance Co. | NAIC # 15024 |
| INSURED White Rock Cooperative Estates 76 White Rock Circle Tilton NH 03276 | INSURER B: | |
| | INSURER C: | |
| | INSURER D: | |
| | INSURER E: | |
| | INSURER F: | |

COVERAGES **CERTIFICATE NUMBER:** CL1941501742 **REVISION NUMBER:**

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|--|-----------|----------|---------------|-------------------------|-------------------------|---|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER: | | | CPP0140513821 | 07/31/2018 | 07/31/2019 | EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/POP AGG \$ 2,000,000 Premises/Operations \$ COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ |
| | 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 <input type="checkbox"/> AUTOS ONLY | | | | | | EACH OCCURRENCE \$ AGGREGATE \$ \$ |
| | <input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$ | | | | | | PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$ |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below | | | N/A | | | |

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

| | |
|---|---|
| CERTIFICATE HOLDER Public Utilities Commission 21 South Fruit Street #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>Jessica E. Fleck</i> |
|---|---|

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EVIDENCE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY)
08/17/2018

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

| | | | | |
|--|--------------------|--|--|---|
| AGENCY Melcher & Prescott Insurance 426 S Main Street Laconia, NH 03246 Dwayne Davis | | PHONE (A/C, No, Ext): 603-524-4535 | COMPANY Preferred Mutual Insurance Co. One Preferred Way PO Box 888 New Berlin, NY 13411-0888 | |
| FAX (A/C, No): | E-MAIL ADDRESS: | | | |
| CODE: 28048 | SUB CODE: | | | |
| AGENCY CUSTOMER ID #: WHITE15 | | LOAN NUMBER | | POLICY NUMBER CPP0140513821 |
| INSURED White Rock Cooperative Estates c/o Board of Directors 76 White Rock Circle Tilton, NH 03276 | | EFFECTIVE DATE 07/31/18 | EXPIRATION DATE 07/31/19 | <input type="checkbox"/> CONTINUED UNTIL TERMINATED IF CHECKED |
| THIS REPLACES PRIOR EVIDENCE DATED: | | | | |

PROPERTY INFORMATION

| | |
|---|-------------------------|
| LOCATION/DESCRIPTION Route 3 Lochmere, NH 03252 | Mobile Home Park |
|---|-------------------------|

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 EVIDENCE OF PROPERTY INSURANCE 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.

COVERAGE INFORMATION

| COVERAGE / PERILS / FORMS | AMOUNT OF INSURANCE | DEDUCTIBLE |
|--|---------------------|------------|
| Premise 001 Building 001 BUILDING CP1030 | 301500 | 1000 |
| Premise 001 Building 003 MAILBOXES CP1030 | 4000 | 1000 |
| Premise 001 Building 004 PUMPHOUSE CP1030 | 103100 | 500 |

REMARKS (Including Special Conditions)

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.

ADDITIONAL INTEREST

| | | |
|---|---|--------------------|
| NAME AND ADDRESS New Hampshire Community Loan Fund ISAOA/ATIMA 7 Wall Street Concord, NH 03301 | <input checked="" type="checkbox"/> MORTGAGEE | ADDITIONAL INSURED |
| | <input type="checkbox"/> LOSS PAYEE | |
| LOAN # | | |
| AUTHORIZED REPRESENTATIVE <i>Jennifer Reckmeyer</i> | | |

**EVIDENCE OF PROPERTY INSURANCE
PROPERTY SCHEDULE**

DATE (MM/DD/YYYY)

08/17/2018

PAGE 2

PROPERTY INFORMATION

LOCATION/DESCRIPTION
Route 3
Lochmere, NH 03252
Mobile Home Park

PROPERTY INFORMATION

LOCATION/DESCRIPTION

PROPERTY INFORMATION

LOCATION/DESCRIPTION

PROPERTY INFORMATION

LOCATION/DESCRIPTION

PROPERTY INFORMATION

LOCATION/DESCRIPTION

PROPERTY INFORMATION

LOCATION/DESCRIPTION

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PROPERTY INFORMATION

LOCATION/DESCRIPTION