



**LEBANON ENERGY ADVISORY COMMITTEE
THURSDAY, JANUARY 21, 2021- 4:00 PM
REMOTE VIA MICROSOFT TEAMS
LEBANONNH.GOV/LIVE**

-
- 1. Call to Order**
 - A. Election of Chair & Vice Chair
 - 2. Approval of Minutes**
 - A. December 17, 2020
 - 3. New Business**
 - A. Proposed Joint Power Agreement for Community Power Coalition of NH (CPCNH), Review and Recommendation to Council (See Attached)
 - B. Revised Scope of Work for NHCDDFA Grant
 - C. Review of Phase 2 options for LED Streetlight Conversions
 - D. 2021 Goals and Work Plan
 - 4. Other Business**
 - A. NH Legislative Issues
 - B. Other
 - 5. Open to the Public**
 - 6. Committee Reports**
 - 7. Future Agenda Items**
 - 8. Next Meeting Date**
 - A. February 18, 2021, 4 PM
 - 9. Adjournment**

Due to the current situation with the COVID-19 Pandemic, the City of Lebanon is offering its meetings via Microsoft Teams. Members of the public are encouraged to attend by going to LebanonNH.gov/Live where you will find instructions on how to enter the meeting. Members of the public will be able to participate and ask questions through the Microsoft Teams software or by phone. Please visit LebanonNH.gov/Live for full details.

THE AGENDA, IN ITS ENTIRETY IS AVAILABLE ON THE CITY'S WEBSITE AT LEBANONNH.GOV

LEBANON ENERGY ADVISORY COMMITTEE MEETING MINUTES

Due to the Covid 19 Pandemic, the meeting was held virtually via MS Teams

December 17, 2020

4:00 PM

DRAFT

MEMBERS PRESENT: Clifton Below (Chair, Council Representative), Greg Ames (Vice-Chair) Joan Monroe (Planning Board Representative), Jon Chaffee, Woody Rothe, Gene Homicki (alternate)

MEMBERS ABSENT: None

STAFF PRESENT: Everett Hammond

GUESTS PRESENT: Eva Loomis, Tim McCosker (UV Habitat for Humanity)

CALL TO ORDER: Meeting called to order by Clifton Below at 4:07 PM. Clifton appointed Gene Homicki to fill the empty Lebanon High School student position.

ACCEPTANCE OF MINUTES: Greg presented a modified draft of the 11/19/2020 minutes, with additional detail missing from the LED streetlight conversion section and other minor corrections. Joan moved to accept the 11/19/2020 amended minutes as presented; Gene seconded. Approved unanimously by roll call vote.

NEW BUSINESS

Habitat for Humanity: Lebanon High Performance Home Project: Eva contacted Clifton to discuss a Habitat project in Lebanon this Spring. The house will be built to VT high efficiency standards, R40 wall, R60 attic, heat pumps for heating and passive solar. Eva mentioned that even though mortgage payment will be slightly higher, it is expected that energy savings will offset this higher initial cost. Clifton suggested that this could be an example of what is possible in high efficiency home projects, and suggested that we could use Lebanon's social media, Lebanon Times, etc, to promote the energy efficiency of this project.

Municipal Aggregation Subcommittee recommendation on NHCDA funding: The Committee discussed Jon's motion from the Municipal Aggregation Subcommittee's 12/3/2020 meeting (see MA Subcommittee 12/3/2020 minutes):

1. Jon moved that LEAC recommend to the City Council that Lebanon's CDA grant funds be made available to CPCNH (or consultants working with CPCNH) to further the development of CPCNH and Lebanon Community Power's Business and Aggregation

plans, consistent with the original purpose of the grant. Woody seconded. Approved unanimously by roll call vote.

OTHER BUSINESS

Update on LED Streetlight Conversion Project: Close to moving ahead. Control nodes have arrived; streetlights should ship in the final week of December. Tad and Clifton have met with a Liberty representative to complete the reconciliation of Liberty-owned streetlights. Expected to come in under budget.

Update on Solar on City sites: The proposed airport solar project needs to be reviewed and presented to City Council before it can move forward. The solar panels that were removed from the Landfill Maintenance Building and the Police Station will be re-installed onto the T-hangers at the airport. Since the Landfill Maintenance Building and the Police Station are on the same substation circuit, this frees up headroom for the Landfill gas-to-energy project and minimizes needed substation upgrades for this project.

NH Legislative Issues: Sue Prentiss is sponsoring a bill to allow third-party owned behind-the-meter solar to be exempted from local property taxes. Additionally, a bill has been filed to enable direct producer to consumer energy sales, which will facilitate the Landfill gas-to-energy project and Lebanon Community Power.

Other updates: None

OPEN TO THE PUBLIC – None

COMMITTEE REPORTS

EV Subcommittee Report: Greg and Clifton gave a summary of discussions with Rebecca Owens regarding potential site plan requirements that would facilitate EV charging in large multifamily complexes. Clifton discussed comments he filed in the PUC's EV charging proceedings to support time-of-use rates for EV charging for Commercial and Industrial entities.

Municipal Aggregation, Update on Other Community Power Aggregation issues & PUC Proceedings: Documents for forming Community Power of NH are almost finished and ready for filing. There has been discussion in the state legislature to introduce bills that would facilitate Community Power of NH.

FUTURE AGENDA ITEMS: Discussion on Building Codes update and City Procurement policy deferred to a future meeting, probably after the first of the year. Clifton suggested further discussions of 2021 Goals & Work Plan in January. He will forward documents for review prior to the January meeting.

NEXT MEETING:

Scheduled for Thursday, January 21st at 4pm.

ADJOURNMENT:

A motion was made by Woody to adjourn the meeting at 5:43 PM. The motion was seconded by Jon. The motion was unanimously approved by roll call vote.

Respectfully submitted,
Gregory Ames

DRAFT

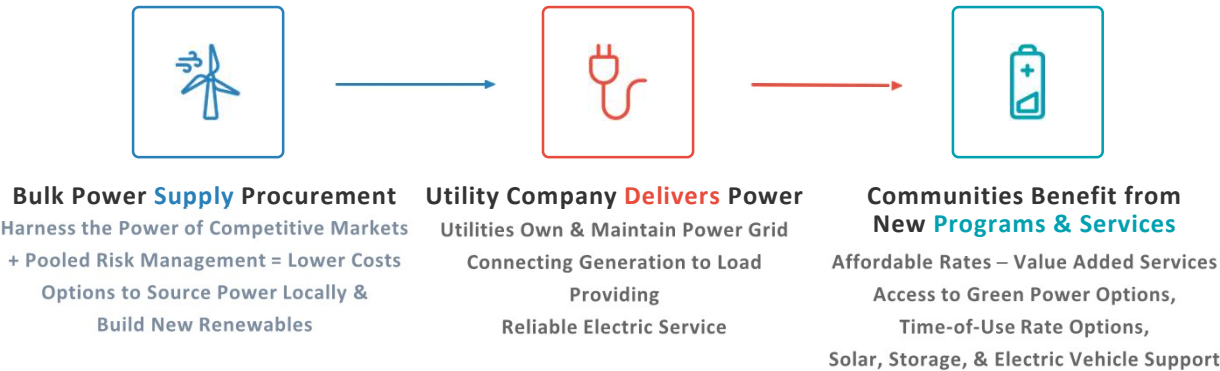
COMMUNITY POWER COALITION OF NEW HAMPSHIRE

Public Power Nonprofit
for Municipal & County
Community Power Aggregations
January 2021

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WHAT IS COMMUNITY POWER?

New Hampshire cities, towns, and counties procure electric power supply on behalf of their residents and businesses and provide related services.



Enabling Legislation: RSA 53-E, Relative to Aggregation of Electric Customers by Municipalities & Counties

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WHAT IS COMMUNITY POWER COALITION OF NEW HAMPSHIRE DESIGNED TO BE?

- Statewide public power non-profit providing full range of services for Community Power Aggregations
- Governed by member communities; financial & operational transparency
- Top industry talent shared across communities via competitive procurement of service providers
- Pooled procurement, economies of scale, no redundant costs
- Risk management; portfolio of power supply contracts (multi-year, short-term), including new local and in-state renewables
- Joint legislative & regulatory advocacy to improve NH energy market, innovation, and efficiency

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MISSION STATEMENT

To foster resilient New Hampshire communities by empowering them to realize their energy goals through civic engagement, public education and technical assistance.

COMMUNITY POWER COALITION OF NEW HAMPSHIRE

Proposed Mission & Values Statement by Organizing Group

1

Embody an **inspiring vision** for New Hampshire’s energy future.

2

Support communities to reduce energy costs and pursue economic vitality, prosperity and **free and fair competition in markets**.

3

Support communities to implement successful energy and climate policies and to promote the transition to a **carbon neutral energy system**.

4

Balance the interests of member communities who are diverse in demographics, geography, and their goals as they relate to Community Power.

5

Use our shared expertise, leadership and skills to educate, empower, and **build the capacities of our members**.

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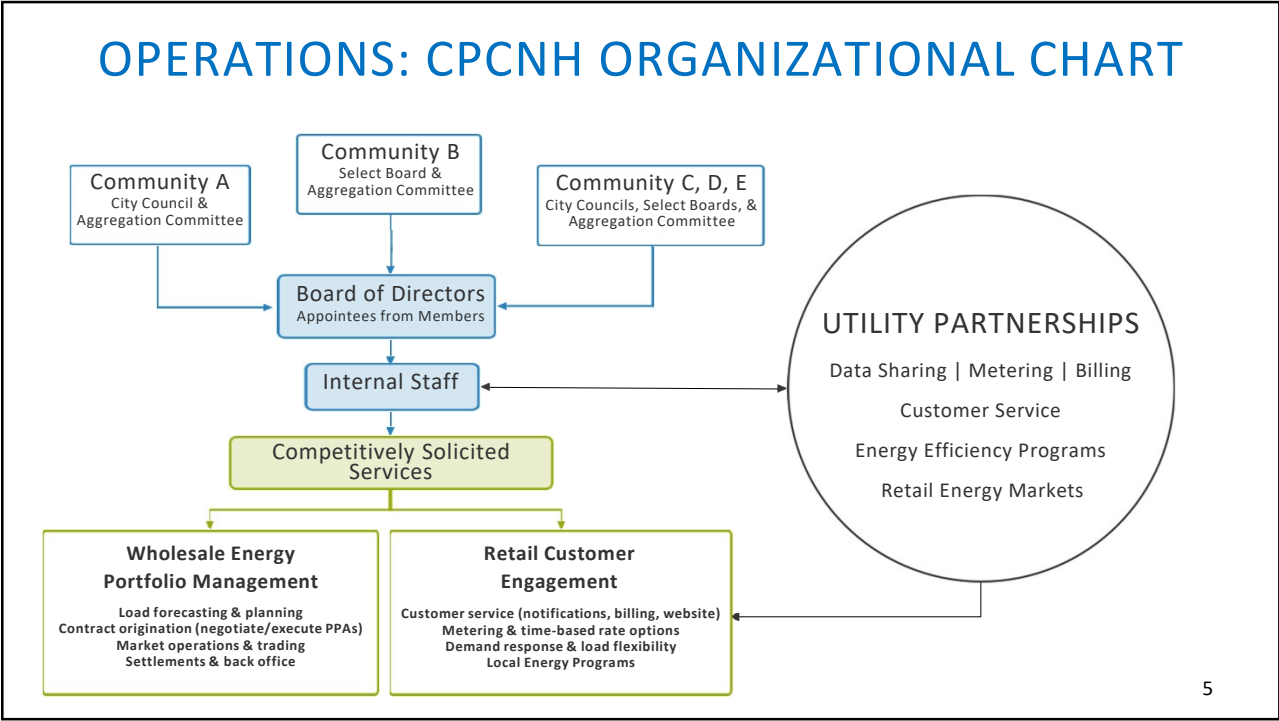
Help communities **demystify the power sector** in order to make informed decisions.

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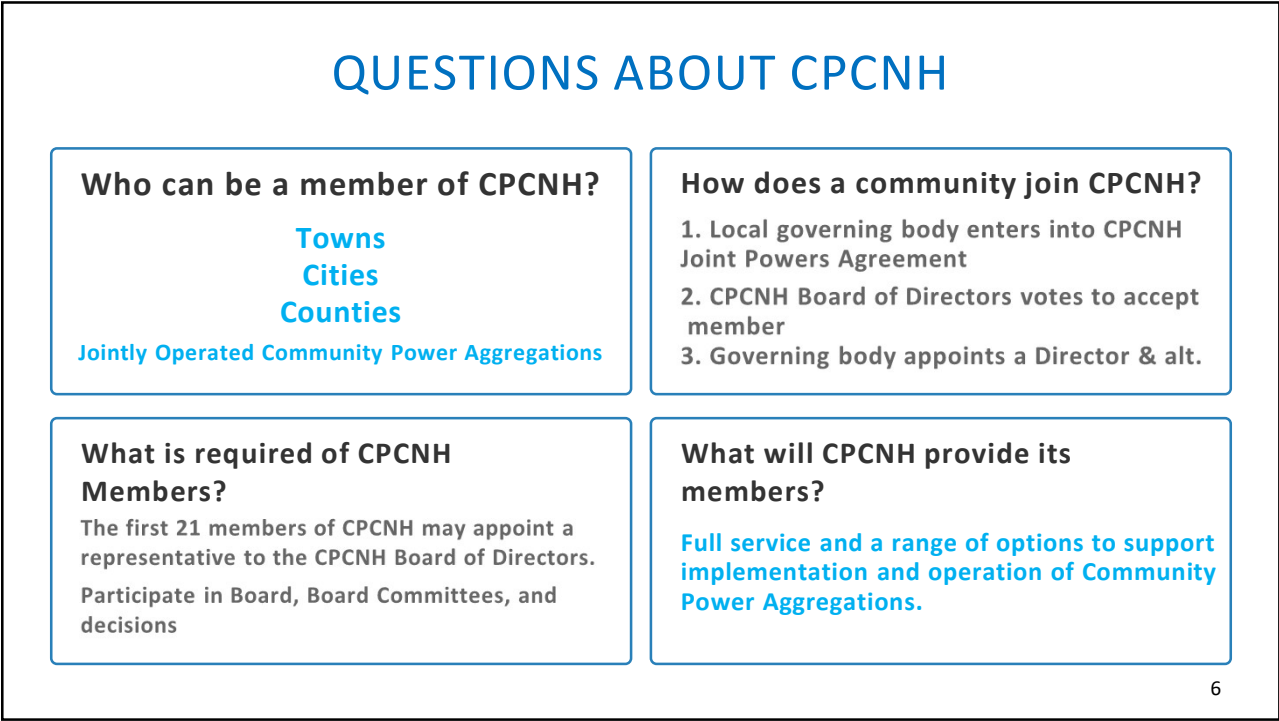
Facilitate collaboration and teamwork by **championing diversity, equity, and inclusion** of people and communities of all kinds.

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CPCNH ORGANIZING GROUP

Throughout 2020, the CPCNH Organizing Group met regularly to research national best practices & explore the viability of establishing new public power entity to share services across municipalities and counties.



Clifton Below
Assistant Mayor
City of Lebanon



Doria Brown
Energy Manager
City of Nashua



Julia Griffin
Town Manager
Town of Hanover



April Salas
Sustainability Director
Town of Hanover



Rod Bouchard
Deputy Administrator
Cheshire County



Group Facilitator: Henry Herndon, former Director of Local Energy Solutions, Clean Energy NH



Technical & Community Advisors: Dori Drachmann, Co-founder, Monadnock Sustainability Hub

Samuel Golding, President, Community Choice Partners | Dr. Amro Farid, Thayer School of Engineering at Dartmouth
Ned Hulbert, Harrisville Planning Board & EAC | Mary Day Mordecai, Growing Edge Partners
Tad Montgomery, Energy & Facilities Manager & Everett Hammond, P.E., Asst. DPW Director, City of Lebanon

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CPCNH TECHNICAL ADVISORS

COMMUNITY POWER AGENCY DESIGN & OPERATIONS

TRANSACTIVE ENERGY & SYSTEMS ENGINEERING



Samuel Golding
President
Community Choice Partners

10+ years market development:

- Power agency design
- Financial planning
- Regulatory strategies
- Competitive solicitations
- Vendor integrations
- Launch and operations
- Enterprise risk management
- Organizational alignment
- Maturity models
- Market innovation

Leading-edge analytics & pilots:

- Director of the Laboratory for Intelligent Integrated Networks of Engineering Systems ([LIINES](#))
- 140+ peer-reviewed papers: smart power grids, internet of things (IOT), electrified transportation, industrial energy management, & smart city infrastructure
- New England studies: integration of renewables at scale in electricity markets like ISO-NE
- Developing transactive energy blockchain prototype for Lebanon Community Power



Dr. Amro M. Farid
Associate Professor
Thayer School of Engineering
Dartmouth College



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CPCNH LEGAL ADVISOR

In summer 2020, working in conjunction with the Town of Hanover and the CPCNH Organizing Group, the City of Lebanon issued an RFQ for legal services to support development of a Joint Powers Agreement to formally establish CPCNH. Duncan, Weinberg, Genzer & Pembroke was selected out of six respondents.

DUNCAN, WEINBERG, GENZER & PEMBROKE PC

Founded in 1971: core focus on utility, energy and municipal law

Provides legal services to locally-owned utilities and power providers nationwide, as well as to top energy trade associations such as: the American Public Power Association (APPA), the National Rural Electric Cooperative Association (NRECA), and the National Association of State Energy Officials (NASEO).

Extensive representation of multiple Community Power Joint Action Agencies & other public power Joint Action Agencies



Michael Postar
Esq.
President



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Preparing for the Future**

www.dwgp.com

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RSA 53-A – AGREEMENTS BETWEEN GOVERNMENT UNITS

- **53-A:1 Purpose.** – It is the purpose of this chapter to permit municipalities and counties to make the most efficient use of their powers by enabling them to cooperate with other municipalities and counties on a basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population and other factors influencing the needs and development of local communities.
- **53-A:3 Joint Exercise of Powers.** Any power or powers, privileges or authority exercised or capable of exercise by a public agency of this state may be exercised jointly with any other public agency of this state. . . .
- Law details requirements for joint power agreements.

- RSA 53-A:3, V. **Every agreement** made hereunder **shall, prior to and as a condition precedent to its entry into force, be submitted to the attorney general who shall determine whether the agreement is in proper form and compatible with the laws of this state.** The attorney general shall approve any agreement submitted to him hereunder unless he shall find that it does not in substance meet the conditions set forth herein and shall detail in writing addressed to the governing bodies of the public agencies concerned the specific respects in which the proposed agreement substantially fails to meet the requirements of law. Failure to disapprove an agreement submitted hereunder within 30 days of its submission shall constitute approval thereof.

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PUBLIC POWER JOINT ACTION AGENCIES

Over 70 joint action agencies have formed in the past ~50 years.

They provide power supply services for many of the more than 2,000 municipal electric utilities in the U.S.

There are another 63 power supply cooperatives serving many of the more than 800 retail electric cooperatives.

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CPCNH Joint Power Agreement (JPA) – Outline of Key Sections

- Recitals that lay predicates or reasons for entering into the JPA pp. 1-2
- Outline of Documents included p. 2
 - Att. B: Articles of Agreement of CPCNH pp. 14-18
 - Att. C: Corporation By-Laws pp. 19-32
- Purpose of JPA & Art. IV - Membership p. 3
- Art. V - Cost Sharing Principles -- Cost sharing only through Agreement – designed to cover services through margin on revenue. pp. 4-5
- Art. VI-VIII - Meetings, Board, Employees & Agents – mostly dealt with in By-Laws. p. 6
- Art. IX - Committees of Board detailed. pp. 8
- Art. X - How Projects may be developed – voluntary opt-in, w/ project specific contracts & voting based on project share. pp. 8-9
- Art. XI - Bond & Notes – for projects: must be approved by project participant governing & legislative bodies per law, non-recourse to members unless expressly agreed to. p. 10
- Art. XII - Limitation of Liability: “No debt, liability, or obligation of the Corporation shall be a debt, liability, or obligation of any Member unless otherwise specified and agreed to by individual Members under a Cost Sharing Agreement or Project Contract under this Agreement.” p. 10
- Art. XII - Accounts & Reports: “. . . The books and records of the Corporation shall be open to inspection at all reasonable times to each Member and its representatives. . . .” p. 10
- Art. XIV - Term – Effective after 2 communities sign on and after AG approves. p. 11
- Art. XV - Indemnification and Insurance in By-Laws p. 11
- Art. XVI - Amendments -- 2/3 of Members voting at an Annual Meeting except veto by two or more Members totaling 50% or more of the population of all Members based upon the most recent population census. Except amending this article & XII, XIV and XV require governing body OK of every member.

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CPCNH JPA – Articles of Agreement (p. 14)

Incorporated as a NH nonprofit corporation per Secretary of State format

SECOND: The purpose of CPCNH is:

- to promote the common good and general welfare by supporting the economic vitality and prosperity of local communities by enabling municipalities and counties to support and jointly exercise authorities granted to them pursuant to [NH RSA 33-B](#), [NH RSA 53-E](#), [NH RSA 53-F](#), and [NH RSA 374-D](#) (including by reference NH RSA 33), all in accordance with [NH RSA 53-A](#);
- to assist member municipalities and counties in complying with the provisions of NH RSA 53-E in developing and implementing Electric Aggregation Plans and Programs known as Community Power Aggregations (“CPAs”);
- to provide supportive services and technical assistance to community power aggregations serving member towns, cities, counties, unincorporated places, and village districts;
- and to support and promote public education and civic engagement by the residents and businesses of member communities in developing and implementing energy and climate policies and actions and the role of CPAs in advancing such policies and actions for the common good.

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CPCNH JPA – Articles of Agreement (pp. 15-17)

POWERS: (similar to other joint power agencies & governmental instrumentalities)

... 7.13 Incur debts, liabilities, and obligations, provided that **all debts, liabilities and obligations shall be non-recourse to any and all of the Members unless expressly agreed to by such Members through a Member’s Cost Sharing Agreement or Project Contract as those terms are defined in the JPA;**

7.14 Issue revenue bonds, and incur other forms of indebtedness including but not limited to loans from private lending sources, pursuant to NH RSA 33-B, RSA 53-E, RSA 53-F, and RSA 374-D, **provided that any such bond or debt issuance is approved by participating Members’ governing and legislative bodies as required by statute; . . .**

7.21 **Defend, hold harmless, and indemnify, to the fullest extent permitted by law, each Member from any liability, claims, suits, or other actions.**

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CPCNH JPA – Articles of Agreement (p. 17)	
Limitation of Personal Liability	
EIGHTH: . . . There shall be no personal liability of a director, an officer, or both, to the corporation for monetary damages for breach of fiduciary duty as a director, an officer, or both, except with respect to:	
1.	Any breach of the director's or officer's duty of loyalty to the corporation. [fiduciary & good faith governance duties]
2.	Acts or omissions which are not in good faith or which involve intentional misconduct or a knowing violation of law.
3.	Any transaction from which the director, officer, or both, derived an improper personal benefit.
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CPCNH JPA – Initial By-Laws (pp. 19-29)	
Art. 2 - Purpose & Powers repeat	pp. 19-21
Art. 3 - Membership:	p. 22
3.5 Manner of Becoming a Member	
3.6 Designation of Member Representatives; Voting	
- ONE VOTE PER MEMBER AS REQUIRED BY LAW	
3.7-8 Withdrawal/Termination of Membership	
Art. 4 - Membership Meetings	pp. 22-23
4.6 All CPNH meetings to comply with RSA 91-A	
Art. 5 - Board of Directors	pp. 23-26
5.3 Composition: 5-21 w/1 Director per Member until more than 21 members then:	
- Annual elections of 11-21 Directors by Membership	
- Staggered 3-year terms; no term limits	
5.15 Board positions voluntary; compensation by Member not precluded (e.g. could be an employee)	
5.16 Director may not serve as CEO – 6 mo. stay-out	
Art. 6 – Committees – Limitations	p. 27
Art. 7 – Officers	pp. 27-28
Elected annually by Board, 1 yr. term, 3 yr. term limit	
- Chair, Immediate Past Chair, V. Chair, Sec. & Treas.	
7.8 – Removal by 2/3 of Board if in interest of CPNH	
Art. 8 – Chief Executive Officer	p. 29
- Working title to be determined	
- Serves at pleasure of Board	
- Prior to hiring CEO Board may retain consultants, interim staff, and/or an acting manager	
Art. 9 – Amendments to By-Laws	p. 29
- Require 2/3 vote of Members @ membership mtg.	
- Minimum 14 days advance notice.	
- Amendments to this Article IX; Art. XI – Dissolution, Liquidation, and Distribution; and Art. XIII - Indemnification & Insurance require approval of all Member governing bodies.	
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CPCNH JPA – Initial By-Laws (pp. 30-32)		
Art. 10 - Financial Report & Audits	p. 30	• By-Laws crafted for compliance with NH law regarding charitable trusts if deemed a charitable entity by NH Attorney General. • Rather than charity status under IRS Code § 501(c)3, CPCNH is structured to qualify for tax exemption under § 501(c)4 as a “social welfare” organization that is created to carry out governmental and utility type functions as an affiliate of governmental entities that is controlled exclusively by them and and is accountable to them. • CPCNH expected to seek a private ruling letter from IRS that it is exempt from taxation per IRS Code §115 as a governmental instrumentality. • As such the By-Laws are drafted to require full compliance with RSA 91-A.
- Annual independent financial report by CPA required – provide to each Director & Member		
Art. 11 – Dissolution & Liquidation	p. 30	
- Require unanimous consent of all Members		
- Responsible winding-up required		
- All remaining proceeds & assets to Members		
Art. 12 – Conflict of Interest	pp.30-31	
12.1 Duty to Disclose & Voting Requirements		
12.2 Compliance with pecuniary benefit transactions statutes in NH law.		
Art. 13 – Indemnification & Insurance	p.31	
- Broad Indemnification; exceptions consistent with Articles of Agreement (e.g., breach of duty, bad faith, intentional misconduct, improper personal benefit		
13.2 Insurance required		

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QUESTIONS?	
NEXT STEPS:	CONTACT US:
• Use CDFA Lebanon grant (\$60K net) to: • Support Adoption & Implementation of CPCNH Joint Powers Agreement • Develop Electric Aggregation Plan (EAP) for Lebanon Community Power (LCP) & other Initial Members • Develop & Implement Initial Steps of Business Plan & Road Map for CPCNH and Member Community Power Aggregations	14 Dixon Ave, Suite 201, Concord, NH 03301  info@cpcnh.org 

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**JOINT POWERS AGREEMENT
OF
COMMUNITY POWER COALITION OF NEW HAMPSHIRE**

Effective _____, 2021*

Among the Following Parties:

City of Lebanon

Town of Hanover

[City of Nashua]

[Cheshire County]

[1 or more additional jurisdictions TBD]

This Joint Powers Agreement (“Agreement”) is made and entered into pursuant to the provisions of New Hampshire Revised Statutes Annotated 53-A:3, of the as it may be amended (“NH RSA”) providing for the joint exercise of powers among the parties set forth in Attachment B (“Parties”). The term “Parties” shall also include a municipality, county, or a group of such entities operating jointly pursuant to RSA 53-E:3, II(b) added to this Agreement in accordance with Article IV, Section 4. Parties to this Agreement shall be known as Members.

RECITALS

WHEREAS, the Constitution of New Hampshire declares that “Free and fair competition in the trades and industries is an inherent and essential right of the people and should be protected against all monopolies and conspiracies which tend to hinder or destroy it”;

WHEREAS, in 1996, the New Hampshire General Court enacted NH RSA 374-F, the Electric Utility Restructuring Act to “to reduce costs for all consumers of electricity by harnessing the power of competitive markets...for wholesale and retail electricity services”;

WHEREAS, in 1996, the NH General Court also enacted NH RSA 53-E, “Aggregation of Electric Customers by Municipalities and Counties” and in 2019, the General Court enacted SB 286 (Chapter 316, NH Laws of 2019) to better enable municipalities and counties to create Community Power Aggregations (“CPAs”) as a competitive means for local governments to achieve their local policy goals and assume the responsibility of providing electricity service to their residents and businesses that do not choose an alternative supplier;

WHEREAS, electric aggregation will allow communities to promote renewable and distributed energy development, energy efficiency programs, price stability, access to innovative energy products, services, and rates, and local economic benefits through local control;

*The effective date shall be upon approval of the Attorney General pursuant to Article XIV.

WHEREAS, local communities have substantial responsibilities and authority for land use planning, including adoption of master plans that may address transportation, utility and energy planning among other needs pursuant to NH RSA 674:2, zoning, development review, building and fire code administration, adoption of “stretch” codes pursuant to NH RSA 155-A:2, V, and creation of energy commissions pursuant to NH RSA 38-D for the study, planning, and utilization of energy resources and making recommendations on sustainable practices;

WHEREAS, the Members desire to establish a separate legal entity, known as Community Power Coalition of New Hampshire (“CPCNH”), under the provisions of NH RSA 53-A, in order to jointly support the implementation and operation of their respective CPAs and related energy programs and to offer membership on the same mutually-advantageous terms to all municipalities and counties throughout the State of New Hampshire; and

WHEREAS, by establishing the Corporation, the Members seek to create an independent enterprise that is financially sustainable, mutually beneficial, responsive to local priorities, well managed, and overseen by both elected officials and members of the public to promote the common good and general welfare by supporting the economic vitality and prosperity of local communities.

AGREEMENTS

NOW, THEREFORE, in consideration of the mutual promises, covenants, and conditions hereinafter set forth, it is agreed by and among the Members as follows:

ARTICLE I DEFINITIONS AND ATTACHMENTS

SECTION 1. Definitions. Capitalized terms used in the Agreement shall have the meanings specified in Attachment A, unless the context requires otherwise.

SECTION 2. Documents Included. This Agreement consists of this document and the following attachments, all of which are hereby incorporated into this Agreement:

Attachment A: Definitions

Attachment B: Articles of Agreement of the Corporation

Attachment C: Corporation By-Laws

Attachment D: List of Members

Attachment E: Signatories

Attachment F: List of Project Contracts

Attachment G: Notices to Corporation

SECTION 3. Revision of Attachments. The Members agree that Attachments B, C, D, E, F, and G to this Agreement describe certain organizational and administrative matters that may be revised from time to time upon approval of the Board or Membership, without such revision constituting an amendment to this Agreement. The Corporation shall provide written notice to the Members of revision of any such attachment.

ARTICLE II FORMATION OF CORPORATION

SECTION 1. Creation of Corporation. The Corporation will be formed by the filing of the Articles of Agreement of the Corporation in the form set forth in Attachment A with the New Hampshire Secretary of State.

SECTION 2. Purpose. The purpose of this Agreement is for Members to make the most efficient use of their powers on a basis of mutual advantage through a corporation separate from, and for which, the Members are not liable for the debts, liabilities, or obligations of the Corporation, except to the extent they may have contracted with the Corporation to be liable thereafter. The Members will form the Corporation to regulate and manage the affairs of the Corporation not inconsistent with the laws of New Hampshire or the Articles of Agreement, in order to study, promote, develop, conduct, operate, and manage energy-related programs, and to exercise all other powers necessary and incidental to accomplishing this purpose. Without limiting the generality of the foregoing, the Members intend for the Corporation to jointly exercise certain powers, privileges, and authorities granted to municipalities and counties pursuant to NH RSA 33-B, NH RSA 53-E, NH RSA 53-F, and NH RSA 374-D (and by reference NH RSA 33), all in accordance with NH RSA 53-A; to assist Members in exercising their authorities under, and complying with, the provisions of NH RSA 53-E in developing and implementing Electric Aggregation Plans and Programs, known as CPAs; to provide supportive services and technical assistance to CPAs serving member municipalities and counties; and to support and promote public education and civic engagement by the residents and businesses of member communities in developing and implementing energy and climate policies and actions and the role of CPAs in advancing such policies and actions for the common good. The Corporation will be a non-stock, non-profit voluntary corporation.

ARTICLE III POWERS

Powers under this Agreement shall be the same as provided for the Corporation as reflected in the By-Laws of the Community Power Coalition of New Hampshire, with the initial text as set forth in Attachment B.

ARTICLE IV MEMBERSHIP

SECTION 1. Members to Agreement. Each Member certifies that it intends to, and does, contract with every other Member and, in addition, with such other Members as may later be added. Each Member also certifies that the withdrawal or termination of any Member from this Agreement does not affect this Agreement, each Member's obligations under the Agreement, and each remaining Member's intent to contract with the other Members then remaining. Members acknowledge that membership in the Agreement may change by the addition and/or withdrawal or termination of Members. Prior to the initial Members Annual Meeting, each eligible entity upon delivery of a certified authorization of participation in, and an executed, Agreement shall become a Member as provided for in Sections 2 and 3 below.

SECTION 2. Membership Eligibility. Membership in the Agreement will be pursuant to the same terms for Membership in the Corporation as reflected in the By-Laws.

SECTION 3. Additional Members. Any eligible entity may become a Member of the Agreement pursuant to the same terms for Membership in the Corporation as reflected in the By-Laws.

SECTION 4. Voluntary Withdrawal of Member. Voluntary withdrawal of a Member from the Agreement shall be pursuant to the same terms for voluntary withdrawal of membership in the Corporation as reflected in the By-Laws.

SECTION 5. Involuntary Termination of Member. Involuntary Termination of Member from the Agreement shall be pursuant to the same terms for involuntary termination of membership in the Corporation as reflected in the By-Laws.

SECTION 6. Continuing Obligations. Any withdrawn or terminated Member shall continue to be liable for its obligations under any Project Contract and Cost Sharing Agreement(s) for the remaining term of any such Contract or Agreement, and for any claims, demands, damages or liabilities arising from the Member's participation in the Corporation through the date of its withdrawal or involuntary termination. The Member's equity or deficit position while a participant in any Project Contract will continue to be reflected in the records and reports of the Corporation. The Corporation may withhold funds otherwise owing to the Member or may require the Member to deposit sufficient funds with the Corporation, as reasonably determined by the Board, to cover the Member's liability for the costs described herein. Any amount of the Member's funds held on deposit with the Corporation above that required to pay any liability or obligation shall be returned to the Member.

ARTICLE V COST SHARING PRINCIPLES

SECTION 1. Fiscal Year. The fiscal year shall be the calendar year, subject to the Board's discretion to amend the Fiscal Year. Before changing the Fiscal Year, the Board shall confer with the Treasurer and may confer with the auditor.

SECTION 2. Budget. The budget will be established pursuant to the terms reflected in the By-Laws.

SECTION 3. Cost Sharing Agreements. An agreement shall be entered into between the Corporation and each respective Member, uniform in all material respects, except with regard to the scope of Member services and Project Contracts that each Member selects to participate in and pay for, to ensure that the costs, expenses, debts, and liabilities ("costs") directly or indirectly incurred by the Corporation on such Member's behalf are recovered through said Member's CPA revenues, or from revenues from grants or other third-party sources. Such costs shall be classified as:

- (a) CPA Member Services Costs:** costs incurred to provide the Complete Service Bundle, or such services that CPCNH offers, shall be recovered directly from Member(s) for the period they contract to receive such service(s). The Complete Service Bundle will include those services CPAs will require to undertake and provide Electric Aggregation Plans and Programs, such as: power supply procurement and management, data and billing, and customer service;
- (b) General and Administrative Costs:** costs described in Article V, Section 4 are incurred for the common objectives of all Members of the Corporation, and are not incurred specifically in

connection with a particular Project, Project Agreement, or Member Service and shall be allocated to, and recovered from, each Member on a *pro rata* basis in accordance with the following formula: Member CPA's Annual Retail Electricity Load divided by all Member CPAs' Annual Retail Electricity Load; and

- (c) **Direct Project Costs:** costs incurred for a particular Project for designated Member(s) or costs incurred pursuant to a Project Contract shall be recovered directly from the Member(s) that participate in a particular Project or pursuant to the Project Contract that governs Member cost responsibility for the Project.

SECTION 4. General and Administrative Costs. General and Administrative Costs include those that have been incurred for the general operation and administration of the Corporation, and other expenses of a general character, including but not limited to costs relating to: administrative offices that serve the Corporation; Corporation-wide financial management, business services, budget and planning, and personnel management; operations of the Corporation's central management information systems; general management of the Corporation, such as strategic direction and member affairs, Board functions, accounting, procurement, and legal services; operation and maintenance expense; depreciation and use allowances; and interest costs.

General and Administrative Costs do not include costs that relate solely to, or are incurred by, the Corporation for CPA Member Services or as a result of any specific Project or Project Contract. The intent of the Members is to ensure that all costs incurred by the Corporation that are directly related to CPA Member Services will only be paid by the Members receiving such services or for any specific Project will be paid only by the Project Participants of that specific Project. As such, when an activity or cost generally included within the General and Administrative Cost category benefits CPA Member Services, a specific Project or Project Contract, or is performed or budgeted for a specific Project or Project Contract, an appropriate adjustment shall be made to assure that the proper portion of the cost of such activity is categorized and allocated as CPA Member Services costs to a Member receiving such service, or as a Direct Project Cost to the Project Participants, subject to cost allocation under the applicable Project Contract. The Members intend that all costs of the Corporation that are not directly assigned for recovery to CPA Member Services, a specific Project or Project Contract will be recovered as General and Administrative Costs.

SECTION 5. Member Advances, Contributions and Repayment. Upon the request or approval of the Board, any Member may make payments, advances, or contributions to the Corporation for any and all purposes set forth herein, and may contribute personnel, equipment or property, in lieu of other contributions or advances, to assist in the accomplishment of one or more of such purposes. All such payments, advances or contributions, whether in cash or in kind, shall be made to, and may be disbursed or used by, the Corporation. Except as otherwise specified in contracts with Members by the Board, the approved advances will be treated as indebtedness of the Corporation and shall be payable and repaid as such.

SECTION 6. Refunds. No Member that withdraws or is terminated shall be entitled to a refund of any payments made in connection with General and Administrative Costs.

SECTION 7. Funding of Initial Costs. Any Members that have funded activities necessary to implement the Corporation may request that the Board consider reimbursing said Members for said costs over a reasonable time period and shall provide such documentation of costs paid as the Board may request.

ARTICLE VI MEMBERSHIP MEETINGS

SECTION 1. Annual Meeting of the Members. Membership meetings in the Corporation as reflected in the By-Laws shall substitute for, and fully satisfy, all membership meeting requirements under this Agreement.

SECTION 2. Expenses. Each Member shall bear its own expenses, including the expenses of its designated representative (s), for attendance at all regular and special meetings.

ARTICLE VII BOARD OF DIRECTORS

SECTION 1. Powers and Duties. The business and affairs under the Agreement shall be managed by a Board of Directors of the Corporation, which shall have and may exercise all the powers of the Corporation, except as otherwise provided by law, by the Articles of Agreement, by the Corporation By-Laws, or by this Agreement. All matters pertaining to the Board of Directors shall be as specified in the Articles of Agreement and the Corporation By-Laws.

SECTION 2. Compensation. There shall be no compensation of participating Members under the Agreement as provided in the Corporation By-Laws.

ARTICLE VIII EMPLOYEES AND AGENTS

SECTION 1. Chief Executive Officer. The Board of Directors shall appoint a Chief Executive Officer, or such other position as determined by the Board, in accordance with the terms of the Articles of Agreement and the Corporation By-Laws.

SECTION 2. Employees and Other Agents. The Board of Directors may appoint, from time to time, such employees and other agents as it shall deem necessary, in accordance with the terms of the Articles of Agreement, the Corporation By-Laws, and this Agreement.

ARTICLE IX COMMITTEES

SECTION 1. Establishment. The Board of Directors may, by resolution adopted at any meeting, create any standing committee. The Board of Directors or Executive Committee may establish any special or ad hoc committee. A majority of members of any committee shall constitute a quorum. Unless the Board otherwise designates, committees shall conduct their affairs in the same manner as provided in this Agreement and the By-Laws for the Board to the extent applicable.

SECTION 2. Appointment. Except as otherwise provided in this Agreement, the Chair shall appoint the members and chairs of each committee, subject to approval or modification by the Board, or, in the case of a special or ad hoc committee, by the Executive Committee. Appointments to standing committees shall be for one-year terms, with each term beginning at the conclusion of the Annual Meeting, or as close to thereof as practicable, and ending at the conclusion of the following year's Annual Meeting.

SECTION 3. Committee Meetings. Meetings of committees may be called at any time by the

respective chairperson of each committee, or by the Chair, provided that notice is given to all members of the committee in person, by telephone, or by electronic mail at least 24 hours in advance of the meeting. All committee meetings shall comply with New Hampshire's Right-to-Know Law, NH RSA 91-A, and as it may be amended. Reports of committee meetings shall be presented to the Board at its next regular meeting, and each committee shall furnish copies thereof to the Secretary to be maintained with the records of the Corporation. Any committee member may participate in a meeting of the committee by means of a conference telephone, video or similar communications equipment allowing all persons participating in the meeting, including the public, to hear each other at the same time, to the extent allowed by NH RSA 91-A, and participation by such means shall constitute presence in person at a meeting. Unless the Board shall otherwise provide, the standing committees shall have the power to establish their own rules of procedure and to determine the time and place of their meetings.

SECTION 3. Executive Committee. At such time as membership in the Corporation exceeds 11 (eleven) Members, there shall be an Executive Committee consisting of the Chair, the Vice Chair, the Treasurer, the Secretary, and the Immediate Past-Chair. If the Immediate Past-Chair is no longer a Director of the Board or declines to serve on the committee, another Director may be appointed to serve on the committee. The Chair, Vice Chair, Treasurer, and Secretary shall serve on the committee during their terms in office. Other members shall be appointed for one-year terms and may serve consecutive terms. The Executive Committee shall have authority to exercise all powers of the Board between meetings of the Board but shall exercise such authority only when action is required before the next scheduled Board meeting. All actions taken by the committee shall be reported to the Board at the next meeting of the Board. Further, the committee shall have no authority to take any of the following actions:

- (a) Elect or remove any Director or officer, including the filling of a vacancy.
- (b) Terminate, hire, or take any other action with respect to the employment status of the Chief Executive Officer.
- (c) Adopt or materially amend the Corporation's budget.
- (d) Amend or terminate the Agreement.
- (e) Repeal or adopt any amendment to the Corporation's Articles of Agreement or By-Laws; or
- (f) Approve any merger, reorganization, liquidation, dissolution, or disposition of substantially all the Corporation's assets.

SECTION 4. Finance Committee. There shall be a Finance Committee consisting of at least two Directors or alternates, one of whom shall be the Treasurer, who shall serve as chairperson of such Committee. The committee shall advise the Treasurer and the Board as to the investments, budget, and general fiscal policy of the Corporation.

SECTION 5. Audit Committee. There shall be an Audit Committee consisting of no fewer than two and no more than six Directors or alternates. The committee shall oversee the quality and integrity of the Corporation's accounting, auditing and reporting practices, shall cause an independent financial report of the accounts and records of the Corporation to be made by a certified public accountant or public accountants each fiscal year, which shall be provided to Directors and to Members at the Annual Meeting. The Corporation shall consider the budget amount necessary for such financial reports as determined by the Audit Committee. The specific

powers and responsibilities of the Audit Committee shall be specified in an Audit Committee Charter, which shall be adopted from time to time by the Members at the Annual Meeting.

SECTION 6. Regulatory and Legislative Affairs Committee. There shall be a Regulatory and Legislative Affairs Committee consisting of no fewer than two Directors along with a number of Members determined at the Annual Meeting. The committee shall be responsible for monitoring and advising the Corporation and Members in regard to regulatory and legislative engagement and shall have specific powers and responsibilities as specified in a Regulatory and Legislative Affairs Committee Charter, which shall be adopted from time to time at the Annual Meeting. This committee shall also appoint representatives of the Corporation to serve on statutory commissions, study commissions, and other boards and commissions created by the state legislature.

SECTION 7. Risk Management Committee. There shall be a Risk Management Committee consisting of the Chair, the Treasurer, and such other Directors and members as the Board determines. The committee shall develop and recommend to the Board within one year of the Effective Date of this Agreement, and at least biennially thereafter, an Enterprise Risk Management Policy, and shall perform such tasks as, reviewing major risk exposures and monitoring the steps taken to control said exposures. The Risk Management Committee shall commission an independent agent to conduct and deliver to the Board and to the Members at the Annual Meeting an evaluation of the operational performance of the Corporation relative to the Enterprise Risk Management Policy and as otherwise requested by the Board. The Corporation shall budget an amount necessary for the evaluation as determined by the Risk Management Committee, which shall cause to be hired a firm or individual that has no other direct or indirect business relationship with the Corporation. The evaluation shall be conducted at least once every two years, starting within three years of the initial provision of electricity supply to a Member and no individual or firm may be hired to conduct more than two consecutive evaluations. The Risk Management Committee shall act upon a majority vote of the Member Directors of the Committee.

SECTION 8. Governance Committee. There shall be a Governance Committee consisting of no fewer than three and no more than six Directors or alternates. The committee shall assist the Members in recruitment of Board Directors; determine eligibility of nominees for consideration of Directorship; monitor the effective functioning of the Board and committees; conduct regular Board orientations and evaluations; periodically review and recommend amendments to this Agreement; and advise the Board and Members, through the Annual Meeting, on governance issues. The Governance Committee shall be comprised of at least one Director each from a city, a town, and a county.

SECTION 9. Other Committees. Other committees may be established and abolished as necessary by the Board and given such authority as the Board determines appropriate, subject to the provisions of this article, and except that the authority of the Board itself shall not be delegated to any committee other than the Executive Committee. In the case of such committees established by the Board, it shall not be necessary for a committee member to also be a Member or a Director.

SECTION 10. Project Committees. The power to oversee implementation of Projects is delegated to Project Committees as set forth in this Agreement.

ARTICLE X PROJECTS

SECTION 1. Projects. The Board may establish Projects and Study Projects (collectively, for

purposes of this Article X only both are referred to as “Projects”) within the purpose and power of the Corporation and to adopt general policy guidelines for their implementation. “Project Contracts” means contracts between and among the Corporation and its Members for the Projects. Nothing contained in a Project Contract shall obligate non-participating Members in any respect with the Project.

SECTION 2. Right to Participate in Projects. The Board shall provide at least thirty (30) days prior written notice to all Members, unless such notice is otherwise waived, before any Project may be considered for adoption by a vote of the Board. Once a Project is approved by the Board, all Members shall have the right, but not the obligation, to participate in a pro rata share in the Project in relative proportion to the electric load of each Member. If a Project is not fully subscribed, the unsubscribed portion may be divided among the participating Members in the Project that seek a greater participation share in the same proportion as the original allocation until a project is fully subscribed. Each Member’s participation share allocation for the Project shall be based on the financial commitments made by the participating Members or as otherwise may be agreed by the participating Members in a particular Project. Once the Project is fully subscribed or the time to participate has closed, (i) the Treasurer will calculate the number of Project Votes each Member has in the Project, and (ii) the Chief Executive Officer, at the direction of the participating Project Members, will lead the negotiation of the agreements with the Project’s vendors, developers and/or consultants and assist with coordinating the Project Contracts amongst the participating Members and the Corporation. All expenses, rights, and obligations to any specific Project as among the participating Project Members will be as provided through Project Contract that will be separate and distinct from this Agreement. A Project that is fully subscribed or for which the initial time to participate has closed may remain open to new Members to join subject to, and under the terms of, the Project Contract.

SECTION 3. General Project Voting Guidelines. The following guidelines apply to all Projects established by the Corporation:

- (a) The Members that participate in a Project will all collectively agree, in Project Contract(s) separate from this Agreement, to what extent they will assume any obligations, debts and liability incurred in connection with the formation and/or implementation of such Projects. Nothing in this Agreement requires joint and several liability or imposes any liability on any Member with respect to any Project or Project Contract. The impact of a defaulting Member to any Project Contract shall be solely limited by, and governed according to, the terms for default covered in the Project Contract for the applicable Project.
- (b) Once a Project is fully subscribed or the time to participate has closed, as set forth in Section 2 herein above, all Project Matters regarding the Project shall be decided by 80% of the Project Votes cast thereon; provided that if one party controls more than 80% of the vote, then another party shall be required to vote in the affirmative for any action to be taken to prevent one party from controlling the outcome of the vote. Each Director shall be entitled to cast all or any portion of the number of such Director’s Project Votes.

SECTION 4. Transfer of Participating Member Project Contract Interests. Subject to the terms of any financing for a Project, a Project Contract may provide for a Member’s transfer of an interest in a Project to other Members participating in the Project Contract and, if such transfer is not fully subscribed by such participating Members, to other Members. Project Contracts shall not permit the transfer of a participating Member’s participation interest in a Project Contract to

any entity that does not qualify for membership in the Corporation or that would adversely affect the tax status of the Corporation.

SECTION 5. Project Committees. There will be a Project Committee for each Project consisting of one Director or alternate from each participating Member, which shall adopt procedures for the committee to follow as deemed appropriate for the Project.

ARTICLE XI BONDS AND NOTES

The Corporation shall have the power to facilitate for Projects or directly issue, sell, and deliver bonds in accordance with the provisions of NH RSA 33-B, RSA 53-E, RSA 53-F, and RSA 374-D, for the purpose of acquiring, financing, performing or constructing one or more Projects and to issue notes for the purpose of financing one or more Study Projects and for the purpose of providing temporary financing of costs of development, construction or acquisition of one or more Projects. The terms and conditions of the issuance of any such bonds or notes shall be set forth in such resolution, indenture, or other instrument, as required by law and as approved by the Board, provided that any such bond or note issuance is approved by participating Members' governing and legislative bodies as required by statute and all such debts, liabilities and obligations shall be non-recourse to any and all of the Members except as expressly agreed to by such Members through a Member's Cost Sharing Agreement or Project Contract or by the terms of legislative body approvals required by statute.

ARTICLE XII LIMITATION ON LIABILITY OF MEMBERS

No debt, liability, or obligation of the Corporation shall be a debt, liability, or obligation of any Member unless otherwise specified and agreed to by individual Members under a Cost Sharing Agreement or Project Contract under this Agreement.

ARTICLE XIII ACCOUNTS AND REPORTS

SECTION 1. Establishment and Administration of Funds. The Corporation is responsible for the strict accountability of all funds and reports of all receipts and disbursements. The Board is authorized to select such depositories as it shall deem proper for the funds of the Corporation and will comply with every provision of law relating to the establishment and administration of funds, provided that all funds of the Corporation shall be held in separate accounts in the name of the Corporation. The Corporation shall establish and maintain such funds and accounts as may be required by good accounting practice or by any provision of any resolution, indenture or other instrument of the Corporation securing its bonds or notes, except insofar as such powers, duties and responsibilities are assigned to a trustee appointed pursuant to such resolution, indenture or other instrument. The books and records of the Corporation shall be open to inspection at all reasonable times to each Member and its representatives. All the books, records, accounts and files referred to in this Article XIII shall be open to the inspection of holders of bonds or notes of the Corporation to the extent and in the manner provided in the resolution, indenture or other instrument providing for the issuance of such bonds or notes.

SECTION 2. Checks, Notes and Contracts. The Board shall determine who shall be authorized on behalf of the Corporation to sign bills, notes, receipts, acceptances, endorsements, checks, releases, contracts and documents.

ARTICLE XIV TERM; TERMINATION; LIQUIDATION; DISTRIBUTION

This Agreement shall become effective and enter into force (the “Effective Date”) after at least two Members execute this Agreement and then only upon the date that the New Hampshire Attorney General approves this Agreement pursuant to RSA 53-A:3, V. This Agreement shall continue in full force and effect until terminated by dissolution and liquidation of the Corporation, and distribution of any net proceeds, as provided for in Article XI of the By-Laws.

ARTICLE XV INDEMNIFICATION AND INSURANCE

Indemnification and insurance shall be as provided for in Article XIII of the By-Laws.

ARTICLE XVI AMENDMENTS, SUCCESSORS AND ASSIGNS

SECTION 1. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the Members. No Member shall assign its interest in this Agreement to an entity that is not a Member or that is not eligible to become, and demonstrates an intent to become, a Member. No Member may assign any right or obligation hereunder without the consent of all other Members, provided that such consent shall not be unreasonably withheld. The immediately preceding sentence shall not affect, in any respect, any right of the assignment under any Project Contract between any Member and the Corporation.

SECTION 2. Amendments. Subject to any requirements of law or indenture authorizing the issuance of Bonds, this Agreement may be amended at any time and from time to time by an written amendment approved by at least 2/3 (two-thirds) of the votes cast at an Annual Meeting at which a quorum is present, provided that no amendment shall be adopted upon the dissenting vote of two or more Members totaling 50% (fifty percent) or more of the population of all Members as based upon the most recent population census. This Article XVI Section 2 and Articles XII, XIV and XV may not be amended unless such amendment is approved by the governing body of each Member.

ARTICLE XVII GENERAL PROVISIONS

SECTION 1. Breach of Agreement. If a Member defaults in any undertaking contained in this Agreement, such default shall not excuse such Member from fulfilling its obligations under this Agreement, Cost Sharing Agreement, or Project Contract(s) and each Member shall continue to be liable for the performance of all conditions herein and therein contained. Each Member hereby declares that this Agreement is entered into for the benefit of the Corporation created hereby and each Member hereby grants to the Corporation the right to enforce by whatever lawful means the Corporation deems appropriate all of the obligations of each of the Members hereunder. Each and

all of the remedies given to the Corporation hereunder or by any law now or hereafter enacted are cumulative and the exercise of one right or remedy shall not impair the right of the Corporation to any or all other remedies.

SECTION 2. Dispute Resolution. The Members and the Corporation shall make reasonable efforts to settle all disputes arising out of, or in connection with, this Agreement. Before exercising any remedy provided by law, a Member or Members and the Corporation shall engage in nonbinding dispute resolution or in a manner agreed upon by the Member or Members and the Corporation. The Members agree that each Member may specifically enforce this provision, Article XVI, Section 2, Dispute Resolution. In the event that dispute resolution is not initiated or does not result in a resolution within 60 days after a written request for dispute resolution, any disputing Member or the Corporation may pursue any remedies provided by law.

SECTION 3. Notices. Any notice given pursuant to this Agreement shall be in writing and shall be dated and signed by the Member giving such notice. Notices to the Corporation shall be delivered to the Corporation's principal place of business, as identified in Attachment E. Notice to each Member under this Agreement is sufficient if mailed to the Member and separately to the Member's Director to their respective addresses on file with the Corporation. All written notices sent in the prescribed manner will be deemed given to a Member or the Corporation on whichever date occurs first: (1) the date of personal delivery; (2) the third business day following deposit in the U.S. mail, when sent by "first class," postage prepaid, or faster delivery method; or (3) the date of transmission, when sent electronically, including by email or facsimile.

SECTION 4. Severability. Should any portion, term, condition, or provision of this Agreement be determined by a court of competent jurisdiction to be illegal or in conflict with any law of the State of New Hampshire, or be otherwise rendered unenforceable or ineffectual, each and all of the remaining portions, terms, conditions, and provisions of this Agreement shall not be affected thereby and shall remain in full force and effect to the maximum extent permitted by law.

SECTION 5. Section Headings. The section headings herein are for convenience only and are not to be construed as modifying or governing the language in the section to which they refer of this Agreement.

SECTION 6. Governing Law. This Agreement is made and to be performed in the State of New Hampshire, and as such New Hampshire substantive and procedural law shall apply.

SECTION 7. Execution by Counterparts. This Agreement may be executed in any number of counterparts, and upon execution by the Corporation and Member, each executed counterpart shall have the same force and effect as an original instrument and as if all Members had signed the same instrument. Any signature page of this Agreement may be detached from any counterpart of this Agreement without impairing the legal effect of any signatures thereon and may be attached to another counterpart of this Agreement identical in form hereto but having attached to it one or more signature pages.

REFERENCE TO JOINT POWERS AGREEMENT

Reference in this Joint Powers Agreement shall include all amendments thereto or changes thereof unless specifically excepted.

Attachment A: Definitions

1. “Annual Retail Electricity Load” means the annual amount of metered electricity delivered to retail consumers and supplied through the Member CPA during the most recent 12 whole months, or if less than 12 whole months of load have been supplied, an annual amount extrapolated from the most recent whole months.
2. “Articles of Agreement” means the Articles of Agreement of Community Power Coalition of New Hampshire, a New Hampshire Nonprofit Corporation to be formed pursuant to NH RSA 292:2 as initially set forth in Attachment B.
3. “By-Laws” means the by-laws of the Corporation as initially set forth in Attachment C.
4. “Corporation” means Community Power Coalition of New Hampshire and may be referred to as CPCNH.
5. “Electric Aggregation Plans and Programs” means such services municipalities and Counties undertake pursuant to NH RSA 53-E.
6. “Member Directors” means Directors appointed by a Member of this Agreement.
7. “Project Matter” means a matter for decision by the Members subscribed to a Project or Study Project involving a question or matter pertinent to considering, entering, studying, planning, financing, developing, acquiring, constructing, reconstructing, improving, enlarging, bettering, operating or maintaining the Project or Study Project as to which there shall be one or more Project Contracts.
8. “Project Votes” means the number of votes a Member shall be entitled to cast with respect to a Project Matter. Each Member shall be entitled to cast that number of votes, with respect to a Project Matter, computed as follows: That number of votes (rounded to the next higher whole number) equal to 1000 multiplied by the result of dividing (i) the amount of the Member’s financial commitment in the Project or Study Project to which the Project Matter relates, by (ii) the aggregate amount of all Members’ then existing financial commitments in such Project or Study Project. In the event that such a calculation is being made with respect to a Project (other than a Study Project) prior to the date of commencement or commercial operation of the Project, as applicable, such calculation shall be made as of the anticipated date of commencement or commercial operation of such Project.
9. “Study Project” means one or more proposed Projects as to which the Corporation undertakes to make studies or to acquire options or permits and to incur other preliminary costs prior to the undertaking of the solicitation, construction or acquisition of such proposed Project or Project.

The State of New Hampshire

Recording Fee: \$25.00

RSA 292:2

ARTICLES OF AGREEMENT OF COMMUNITY POWER COALITION OF NEW HAMPSHIRE A NEW HAMPSHIRE NONPROFIT CORPORATION

THE UNDERSIGNED, being persons of lawful age, associate under the provisions of the New Hampshire Revised Statutes Annotated, Chapter 292 by the following articles:

FIRST: The name of the corporation shall be "Community Power Coalition of New Hampshire" (abbreviated "CPCNH").

SECOND: The purpose of CPCNH is to promote the common good and general welfare by supporting the economic vitality and prosperity of local communities by enabling municipalities and counties to support and jointly exercise authorities granted to them pursuant to NH RSA 33-B, NH RSA 53-E, NH RSA 53-F, and NH RSA 374-D (including by reference NH RSA 33), all in accordance with NH RSA 53-A; to assist member municipalities and counties in complying with the provisions of NH RSA 53-E in developing and implementing Electric Aggregation Plans and Programs known as Community Power Aggregations ("CPAs"); to provide supportive services and technical assistance to community power aggregations serving member towns, cities, counties, unincorporated places, and village districts; and to support and promote public education and civic engagement by the residents and businesses of member communities in developing and implementing energy and climate policies and actions and the role of CPAs in advancing such policies and actions for the common good. This voluntary corporation is formed to carry out the objectives and purposes of the Community Power Coalition of New Hampshire Joint Powers Agreement executed on or before its effective date of _____, 2021 pursuant to RSA 53-A (the "JPA").

THIRD: The provisions for establishing membership and participation in the corporation are as follows:

Pursuant to NH RSA 53-E members of CPCNH may include counties, cities, towns, unincorporated places, and village districts within the state and any grouping of such entities operating pursuant to NH RSA 53-E:3, II(b). Any of the foregoing may become a Member upon complying with the requirements established by the CPCNH Board of Directors.

Each Member shall have one vote at all Member meetings.

The initial board of directors shall be the incorporators. The board of directors shall establish a code of by-laws not inconsistent with these Articles of Agreement or the provisions NH RSA 292 as amended, for the governance of the corporation.

These Articles of Agreement may be amended by a vote of the two-thirds of the Members at a Member meeting.

FOURTH: The provisions for disposition of the corporate assets in the event of dissolution of the corporation including the prioritization of rights of shareholders and members to corporate assets are:

In the event of dissolution, all net proceeds from the liquidation of the assets and property of CPCNH and any remaining assets shall be conveyed to its Members that remain at the time of dissolution as is determined by the Board in accordance with law. No Director, Officer, committee member, employee, or individual connected with CPCNH shall be entitled to share in the liquidation or distribution of any of the assets of CPCNH upon its dissolution.

FIFTH: The New Hampshire principal address at which the business of this corporation is to be carried on is:

Principal Mailing address is: _____

Business Email is info@cpcnh.org.

☒ Please check if you would prefer to receive the courtesy Nonprofit Report Reminder by email.

SIXTH: The amount of capital stock, if any, or the number of shares or membership certificates, if any, and provisions for retirement, reacquisition and redemption of those shares or certificates are: There is no capital stock, shares, or membership certificates.

SEVENTH: The powers of the Corporation shall include the following:

7.1. Receive contributions and donations of property, funds, services, and other forms of assistance from any source;

7.2 Employ agents and employees;

7.3 Lease real or personal property as lessee and as lessor;

Attachment B: Articles of Agreement

7.4 Acquire, contract, manage, maintain, sell, or otherwise dispose of real and personal property and operate any buildings, infrastructure, works, or improvements;

7.5 Receive, collect, invest, and disburse moneys;

7.6 Make and enter into contracts;

7.7 Sue and be sued in its own name;

7.8 Establish, operate, maintain and/or fund energy-related programs;

7.9 Make and enter into service agreements relating to the provision of services necessary to plan, implement, operate, and administer CPCNH's affairs;

7.10 Apply for, accept, and receive all licenses, permits, grants, loans, or other aids from any federal, state, or local public agency;

7.11 Submit documentation and notices, register, and comply with orders, tariffs, and agreements for the establishment and implementation of community power aggregations and other energy related programs;

7.12 Acquire, purchase, finance, offer, arrange, construct, maintain, utilize and/or operate one or more Projects as that term is defined in the JPA;

7.13 Incur debts, liabilities, and obligations, provided that all debts, liabilities and obligations shall be non-recourse to any and all of the Members unless expressly agreed to by such Members through a Member's Cost Sharing Agreement or Project Contract as those terms are defined in the JPA;

7.14 Issue revenue bonds, and incur other forms of indebtedness including but not limited to loans from private lending sources, pursuant to NH RSA 33-B, RSA 53-E, RSA 53-F, and RSA 374-D, provided that any such bond or debt issuance is approved by participating Members' governing and legislative bodies as required by statute;

7.15 Form subsidiary or independent entities to carry out energy supply, energy conservation and other energy-related programs that may be conducted by CPCNH;

7.16 Intervene in germane regulatory proceedings on behalf of itself and its Members;

7.17 Engage in germane legislative activity, but shall not under any circumstance directly or indirectly participate or intervene in any political campaigns on behalf of or in opposition to any candidate for public office;

7.18 Assign, delegate, or contract with a Member or third party to perform any of the duties of the Board, including, but not limited to, acting as administrator of the Corporation;

7.19 Carry out other duties as required to accomplish other responsibilities as set forth in the JPA;

7.20 Exercise all other powers necessary, proper, and lawful to carry out the Articles of Agreement; and

7.21 Defend, hold harmless, and indemnify, to the fullest extent permitted by law, each Member from any liability, claims, suits, or other actions.

EIGHTH: Provision eliminating or limiting the personal liability of a director, an officer or both, to the corporation or its shareholders for monetary damages for breach of fiduciary duty as a director, an officer or both is as follows:

There shall be no personal liability of a director, an officer, or both, to the corporation for monetary damages for breach of fiduciary duty as a director, an officer, or both, except with respect to:

1. Any breach of the director's or officer's duty of loyalty to the corporation.
2. Acts or omissions which are not in good faith or which involve intentional misconduct or a knowing violation of law.
3. Any transaction from which the director, officer, or both, derived an improper personal benefit.

NINTH: Signatures and post office address of each of the representatives of the governmental entities associated together to form the corporation:

Signature and Name

Post Office Address

1. _____ Signature	_____ Street
_____ Name (please print)	_____ City/Town/State/Zip
2. _____ Signature	_____ Street
_____ Name (please print)	_____ City/Town/State/Zip

Attachment B: Articles of Agreement

3.	_____	_____
	Signature	Street
	_____	_____
	Name (please print)	City/Town/State/Zip
4.	_____	_____
	Signature	Street
	_____	_____
	Name (please print)	City/Town/State/Zip
5.	_____	_____
	Signature	Street
	_____	_____
	Name (please print)	City/Town/State/Zip

Note: At least five signatures are required.

DISCLAIMER: All documents filed with the Corporation Division become public records and will be available for public inspection in either tangible or electronic form.

Attachment C: By-Laws

BY-LAWS of the COMMUNITY POWER COALITION OF NEW HAMPSHIRE

ARTICLE I NAME

The name of the corporation shall be the Community Power Coalition of New Hampshire ("CPCNH").

ARTICLE II PURPOSE AND POWERS

Section 2.1 Purpose

The purpose of CPCNH is to promote the common good and general welfare by supporting the economic vitality and prosperity of local communities by enabling municipalities and counties to support and jointly exercise authorities granted to them pursuant to NH RSA 33-B, NH RSA 53-E, NH RSA 53-F, and NH RSA 374-D (including by reference NH RSA 33), all in accordance with NH RSA 53-A; to assist member municipalities and counties in complying with the provisions of NH RSA 53-E in developing and implementing Electric Aggregation Plans and Programs known as Community Power Aggregations; to provide supportive services and technical assistance to community power aggregations serving member towns, cities, counties, unincorporated places, and village districts; and to support and promote public education and civic engagement by the residents and businesses of member communities in developing and implementing energy and climate policies and actions and the role of community power aggregations in advancing such policies and actions for the common good.

Section 2.2 Community Power Coalition of New Hampshire Joint Powers Agreement

This voluntary corporation is formed to carry out the objectives and purposes of the Community Power Coalition of New Hampshire Joint Powers Agreement effective on _____, 2021 (the "JPA").

Section 2.3 Powers

CPCNH is authorized, in its own name, to do all acts permitted under NH RSA 53-A, as amended from time to time, such other provisions of New Hampshire law not inconsistent with NH RSA 53-A, as well as any act necessary, consistent with New Hampshire law, to fulfill the purposes set forth in Section 2.1 above, including but not limited to, each of the following:

Attachment C: By-Laws

2.3.1 Receive contributions and donations of property, funds, services, and other forms of assistance from any source;

2.3.2 Employ agents and employees;

2.3.3 Lease real or personal property as lessee and as lessor;

2.3.4 Acquire, contract, manage, maintain, sell, or otherwise dispose of real and personal property and operate any buildings, infrastructure, works, or improvements;

2.3.5 Receive, collect, invest, and disburse moneys;

2.3.6 Make and enter into contracts;

2.3.7 Sue and be sued in its own name;

2.3.8 Establish, operate, maintain and/or fund energy-related programs;

2.3.9 Make and enter into service agreements relating to the provision of services necessary to plan, implement, operate, and administer CPCNH's affairs;

2.3.10 Apply for, accept, and receive all licenses, permits, grants, loans, or other aids from any federal, state, or local public agency;

2.3.11 Submit documentation and notices, register, and comply with orders, tariffs, and agreements for the establishment and implementation of community power aggregations and other energy related programs;

2.3.12 Acquire, purchase, finance, offer, arrange, construct, maintain, utilize and/or operate one or more Projects as that term is defined in the JPA;

2.3.13 Incur debts, liabilities, and obligations, provided that all debts, liabilities and obligations shall be non-recourse to any and all of the Members unless expressly agreed to by such Members through a Member's Cost Sharing Agreement or Project Contract as those terms are defined in the JPA;

2.3.14 Issue revenue bonds, and incur other forms of indebtedness including but not limited to loans from private lending sources, pursuant to NH RSA 33-B, RSA 53-E, RSA 53-F, and RSA 374-D, provided that any such bond or debt issuance is approved by participating Members' governing and legislative bodies as required by statute;

2.3.15 Form subsidiary or independent entities to carry out energy supply, energy conservation and other energy-related programs that may be conducted by CPCNH;

2.3.16 Intervene in germane regulatory proceedings on behalf of itself and its Members;

2.3.17 Engage in germane legislative activity, but shall not under any circumstance directly or indirectly participate or intervene in any political campaigns on behalf of or in opposition to any candidate for public office;

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2.3.18 Assign, delegate, or contract with a Member or third party to perform any of the duties of the Board, including, but not limited to, acting as administrator of the Corporation;

2.3.19 Carry out other duties as required to accomplish other responsibilities as set forth in the JPA;

2.3.20 Exercise all other powers necessary, proper, and lawful to carry out the Articles of Agreement and these By-Laws; and

2.3.21 Defend, hold harmless, and indemnify, to the fullest extent permitted by law, each Member from any liability, claims, suits, or other actions.

ARTICLE III MEMBERSHIP

Section 3.1 Members

The initial Members of CPCNH shall be the towns, cities, and counties that entered into the JPA on or before its effective date of _____, 2021. Pursuant to NH RSA 53-E, the following shall be also eligible to become members of CPCNH:

Section 3.2 Municipalities

Any city, town, unincorporated place, or village district within the state. Any such entity (hereinafter "*Municipality*") shall be eligible for membership in CPCNH.

Section 3.3 Counties

Any county within the state. Any such entity (hereinafter "*County*") shall be eligible for membership in CPCNH.

Section 3.4 Joint Powers Authority Any group of municipalities and counties that have chosen to jointly operate a community power aggregation in accordance with NH RSA 53-A and RSA 53-E shall be eligible for membership in CPCNH as a Joint Powers Authority in lieu of individual municipal or county memberships.

Section 3.5 Manner of Becoming a Member

Any city, town, unincorporated place, village district, county, or joint powers authorities may become a Member at any time upon an affirmative vote by the governing body of the proposed new Member to approve and join the Community Power Coalition of New Hampshire Joint Powers Agreement and by an affirmative vote of a majority of the Board of Directors to approve the new Member.

Section 3.6 Designation of Member Representatives; Voting

The governing body of each Member shall designate in writing to the Chief Executive Officer, or Chair of the Board in the absence of a Chief Executive Officer, an elected or appointed official as a Member representative who shall attend CPCNH meetings and vote on behalf of the Member. The governing body of each Member may

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also designate in writing an alternate to serve when the primary representative is unavailable. The designated representative or alternate may also be employees or volunteers of the Member. Each Member shall be entitled to one vote on the election of Directors and all other matters submitted to a vote of the membership.

Section 3.7 Voluntary Withdrawal of Membership

A Member's membership with CPCNH may be withdrawn by the Member's governing body upon notifying the Chair of the Board of Directors in writing and complying the provisions of Section 3.9.

Section 3.8 Involuntary Termination of Membership

A Member's membership with CPCNH may be terminated by a two-thirds (2/3) vote of the entire Board of Directors, with the exception of the terminated Member's representative if they are also a Director, for reasons deemed good and sufficient by the voting Directors. Default under a Project Contract, failure to satisfy the material terms of its Cost Sharing Agreement, as defined in the JPA, with the Corporation, and material non-compliance with the provisions of the JPA are each ground for terminating membership.

Section 3.9 Continuing Obligations

Any withdrawn or terminated Member shall execute all reasonable and necessary documents to effectuate such withdrawal or termination and such Members' continuing obligations shall be pursuant to the same terms for continuing obligations as provided for under Article IV, Section 7 of the JPA.

ARTICLE IV

MEMBERSHIP MEETINGS

Section 4.1 Annual Membership Meeting of CPCNH

Each April there shall be an annual meeting ("Annual Membership Meeting") of the Members at a specific date, time, and place established by the Board of Directors ("Board"). Written notice thereof shall be sent to the principal executive officers of each Member by the Chief Executive Officer or Chair of the Board not less than thirty (30) days prior to the Annual Membership Meeting date. The notice shall set forth the number of Directors to be elected by the Members, as well as any other items of business to be conducted at the Annual Membership Meeting. Only those items set forth in the notice shall be acted upon at the Annual Membership Meeting.

Section 4.2 Regular Meetings of CPCNH

The Members may vote to hold periodic meetings. An annual schedule for such meetings may be established by a majority vote of the Members. Written notice for each such meeting shall be given not less than ten days prior to the date of the meeting. The notice shall set forth the items of business to be conducted at each meeting. By a

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majority vote of the Members present at the meeting, items of business not identified in the meeting notice may be transacted at such meeting.

Section 4.3 Special Meetings

Special meetings of CPCNH may be called by the Board or at the written request of twenty-five percent (25%) of the Members. Written notice of a special meeting shall be given not less than five (5) days prior to the date of said meeting. Only such business stated in the notice shall be transacted at the said meeting.

Section 4.4 Quorum

Not less than twenty-five percent (25%) of the total number of Members shall constitute a quorum for any meeting of the Members of CPCNH.

Section 4.5 Vote Necessary to Take Action

A plurality vote of the Members in attendance at a Membership meeting shall be necessary to elect any Director. A majority vote of the Members in attendance at a Membership meeting shall decide any other matter, except as otherwise provided in these By-Laws. Attendance at a meeting may be in the manners specified in Section 5.10 of these By-Laws.

Section 4.6 Meetings Subject to Right-to-Know Law

All meetings of CPCNH shall comply with New Hampshire's Right-to-Know Law, NH RSA 91-A, as amended from time to time.

ARTICLE V

BOARD OF DIRECTORS

Section 5.1 Management

The affairs, activities, and property of CPCNH shall be managed, directed, and controlled by, and its power exercised by and vested in a Board of Directors, which shall have all powers enumerated in the Articles of Agreement, the laws of the State of New Hampshire as amended from time to time, and all other powers conferred by these By-Laws and the JPA. Each year the Board shall establish the budget for CPCNH.

Section 5.2 Board Duties

In addition to those duties outlined briefly in Section 5.1 above, the Board may appoint a Chief Executive Officer and authorize such other positions as it shall deem necessary to conduct the work of the organization.

Section 5.3 Composition

5.3.1 Initial Board Subject to the provisions of Section 5.3.2, below, the initial Board of Directors shall consist of one designated representative, or alternate, from each Member. At any point in time that there are less than five (5) Members, the Members,

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through their representatives to the Board of Directors, may elect additional voting Directors by majority vote, such that there is always a minimum of five (5) voting Directors. The term of such additional voting Directors shall end when there are at least 5 Members with representation on the Board of Directors.

5.3.2 Subsequent Boards

Until such time as there are a total of twenty-one (21) Members, all Member representatives or their alternates shall serve as Directors. At such time as there shall be more than a total of twenty-one (21) Members, members of the Board ("Directors") shall be selected from the representatives and alternates of Members of CPCNH, and such other persons as provided in Section 5.4 of these By-Laws. At such time, to ensure the broadest support for the goals of CPCNH, the organization shall seek Board members who reflect the qualifications and diversity determined by the Board in its policies. Among these considerations the Board shall at all times, so long as there are sufficient Member representatives from each of the following designations, include the following: not less than two Directors from cities, not less than two Directors from towns, and not less than two Directors from counties or joint powers authorities. There shall not be two or more Directors that represent the same city, town, county, or joint powers authority. Every reasonable effort shall be made to assure geographic diversity on the Board.

Section 5.4 Non-Voting Members

The Board, by majority vote, may appoint non-voting persons to serve on the Board based on their expertise in areas valuable to the operations of CPCNH and as liaisons with other related organizations.

Section 5.5 Terms of Office

Starting with the first election of Directors by the Membership pursuant to paragraph 5.3.2. Directors shall serve three (3) year terms, staggered so that approximately one-third (1/3) of the Directors will be elected each year. There shall be no term limit.

Section 5.6 Election

Directors of CPCNH shall be elected by majority vote of the Members in attendance at each Annual Membership Meeting. Attendance at the Annual Membership Meeting may be in the manners specified in Section 5.10 of these By-Laws. Vacancies on the Board may be filled by majority vote at any Regular Meeting or Special Meeting of the Board, and those so elected shall fill the unexpired term of their predecessors in office.

Section 5.7 Number

The initial Board shall consist of all the Member representatives or their alternates, plus such additional Directors as may be elected pursuant to paragraph 5.3.1 until such time as there are more than twenty-one (21) members. When there are

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more than twenty-one (21) Members the Board shall consist of not less than eleven (11) Members and not more than twenty-one (21) Members. The size of the Board's membership may be increased or decreased by amendment of these By-Laws.

Section 5.8 Meetings

The Chair may call meetings of the Board at any time, and a Special Meeting must be called when requested in writing by twenty-five percent (25%) of the Directors. Notice for a Special Meeting of the Board must be provided to each Director in writing at least five (5) days prior to the Special Meeting and shall specify the purpose of the Special Meeting. Only the items indicated in the Notice shall be acted upon at a Special Meeting.

Section 5.9 Annual Meeting of the Board

The Annual Meeting of the Board Directors shall be held immediately following the Annual Membership Meeting, or at such other time as may be established by the Board, for the purposes of electing officers, receiving reports on the financial fitness and activities of CPCNH, and determining the direction of the organization for the coming year. The specific location and time of the Annual Meeting of the Board and the Membership shall be held at such place as may be designated from time to time by the Board.

Section 5.10 Electronic Participation at Meetings of the Board

To the extent permitted by RSA 91-A the Directors or the members of any committee may participate in, and act at any meeting, using any means of communication so long as all persons participating in the meeting can communicate with each other concurrently. Such communication includes video, audio, electronic, and telephonic conferencing. Participation by telephone or other electronic means shall be equivalent to presence in person at a meeting for the purposes of determining if a quorum is present. All Directors attending meetings by audio or electronic conferencing shall be entitled to vote as if they were personally and physically present at the meeting and their votes shall be recorded by the Secretary as completed via audio or electronic attendance. E-mail is not considered a proper form of electronic participation at a meeting. Only those attending a meeting in-person may vote to break a tie.

Section 5.11 Record of Meetings

The Secretary or, in the absence of the Secretary, one of the Directors designated by the Chair and participating in the meeting, shall keep a record of Board meetings.

Section 5.12 Quorum

At all meetings of the Board, twenty-five percent (25%) of the Directors then serving shall be necessary and sufficient to constitute a quorum for the transaction of business. The act of a majority of the Directors present at any meeting at which there is a quorum shall be considered the act of the Board, except as may be otherwise

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specifically provided by the laws of the State of New Hampshire or these By-Laws. No business shall be transacted at any meeting of the Board at which the required quorum is not present, and the only motion, which the Chair shall entertain at such meeting, is a motion to adjourn.

Section 5.13 Removal of Directors

Any Director may be removed at any time, with or without cause, by a vote of two-thirds (2/3) of all of the Directors, with the exception of the Director subject removal, at any Regular Meeting or Special Meeting of the Board called for that purpose. In addition, any Director who fails to attend three (3) Regular Meetings of the Board in a fiscal year may be asked to resign unless the Chair of the Board has excused the absences.

Section 5.14 Manner of Acting

The act of a majority of the Directors present at a meeting at which a quorum is present shall be the act of the Board, unless the act of the greater number is required by law or these By-Laws.

5.14.1 To the extent permitted by RSA 91-A the Board may also act without a meeting on any action required or permitted to be taken at a meeting if:

5.14.1.1 Written consent setting forth the action taken thereto is signed by all the Directors and filed with the minutes of the meetings of the Board. Written consents may be executed in any number of counterparts, all of which when taken together shall constitute a single original consent.

5.14.1.2 Consent by electronic mail setting forth the action taken thereto is submitted and received by all the Directors and filed with the minutes of the meetings of the Board. Such consents shall be treated as a vote of the Directors for all purposes.

Section 5.15 Compensation

Board positions are voluntary, and Directors shall not receive any compensation for their service as Directors from CPCNH. Compensation by a Member of its representative is not precluded by these By-Laws. The Board may adopt policies providing for reasonable reimbursement of Directors for incidental expenses incurred in conjunction with carrying out their duties as Directors, such as extraordinary travel expenses to attend Board meetings.

Section 5.16 Director Serving as Chief Executive Officer, Employee Serving as Director

In no event may a Director serve as a Chief Executive Officer until six months after his or her term as a Director or resignation from the Board. In no event may an employee of CPCNH serve as a Director until six months after the termination of their employment.

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ARTICLE VI COMMITTEES

Section 6.1 Committees

Article IX of the JPA provides for committees that shall be established and other committees that may be established by the Board, including special or ad hoc committees, as the Directors deem necessary and appropriate to carry on or oversee the work of the organization and goals and purposes of the JPA.

The Board shall strive to maintain diversity in the membership of each committee to include consideration of the size and location of the various Members.

In addition, the Board shall strive to appoint committee members with specialized knowledge in the areas for which each committee shall have responsibility.

Section 6.2 Limitations

Any committee whether established under the JPA or by the Board, to the extent provided in a resolution of the Board, shall have all the authority of the Board, except that no committee, regardless of Board resolution may:

- 6.2.1** Take any final action on matters that also requires Board approval;
- 6.2.2** Fill vacancies on the Board or any committee which has the authority of the Board;
- 6.2.3** Expend CPCNH funds, except as authorized by the Board;
- 6.2.4** Appoint other committees of the Board or the members of committees; and
- 6.2.5** Approve any transaction to which CPCNH is a party, and one or more Directors have a material financial interest.

ARTICLE VII OFFICERS

Section 7.1 Officers

The Officers of CPCNH shall consist of a Chair, the Immediate Past-Chair, a Vice-Chair, a Secretary, a Treasurer, and such other officers ("*Officers*") as shall be determined by the Board, all of which shall be elected by the Board. All Officers shall be members of the Board.

Section 7.2 Election and Term of Office

The Board shall elect the Officers of CPCNH by majority vote of the Directors in attendance at each Annual Meeting. Between Annual Membership Meetings, vacancies in any Officer position may be filled by a majority vote of the Directors present at any regularly or specially scheduled meeting of the Board. The Officers of CPCNH shall

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hold office for a term of one (1) year and shall not serve more than three (3) consecutive one (1) year terms in any office.

Section 7.3 Chair

The Chair shall preside at all meetings of the Board and shall have and exercise general charge and supervision over the affairs of CPCNH and the Chief Executive Officer. The Chair shall perform such other duties as may be assigned by the Board. He or she or the Chief Executive Officer shall, unless otherwise ordered by the Board, execute all written agreements and contracts in the name of CPCNH, subject to the approval of the Board or the Executive Committee.

Section 7.4 Immediate Past-Chair

Upon completing a final term as Chair, the person in that position shall automatically move into the position of Immediate Past-Chair. The Immediate Past-Chair shall remain a full voting member of the Board, even if his or her term has expired, and the Board has reached its quota, provided that the Immediate Past-Chair remains a designated representative or alternate of his or her Member. This position will be a one (1) year position. The Immediate Past-Chair shall serve as an adviser to the Board Chair.

Section 7.5 Vice Chair

The Vice Chair shall perform such duties as prescribed by the Board or the Chair and shall act for the Chair in his or her absence.

Section 7.6 Secretary

The Secretary shall be present at all meetings of the Board and keep or cause to be kept minutes of all meetings of the Board and maintain custody thereof. The Secretary shall perform all other duties incident to the office, and such other duties as may be assigned by the Board.

Section 7.7 Treasurer

The Treasurer shall oversee the collection and receipt of all money due CPCNH and shall have supervision of CPCNH monies and regular books of accounts. He or she shall oversee the deposits, expenditure, or investment of such funds according to the direction of the Board. He or she shall oversee the full and accurate recordation of receipts, deposits, investments, and expenditures. The Treasurer shall submit periodic reports of financial transactions to the Board at least quarterly, and more often if so requested. In conjunction with the Chief Executive Officer, he or she shall prepare the annual budget for approval of the Board.

Section 7.8 Removal

Any Officer may be removed from office at any time, with or without cause, by the affirmative vote of two-thirds (2/3) of the Board at any Regular Meeting or Special

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Meeting of the Board called expressly for that purpose, or whenever, in its judgment, the best interest of CPCNH would be served thereby.

ARTICLE VIII

CHIEF EXECUTIVE OFFICER

The Chief Executive Officer shall be engaged by the Board in such manner as it determines. The title for the Chief Executive Officer be part of the negotiations with the Board. The Chief Executive Officer serves at the pleasure of the Board. The Executive Committee shall review compensation and annual performance evaluation in a process conducted by the Chair of the Board.

In general, the Chief Executive Officer shall be responsible for the administration and management of CPCNH. The Chief Executive Officer shall participate in all Regular Meetings of the Board and shall be responsible for carrying out the objectives of the organization; subject to such written policies, directions and procedures as may be established from time to time by the Board. The Chief Executive Officer shall be responsible for the day-to-day operation of CPCNH, and is empowered to hire additional staff, who report to the Chief Executive Officer, when the Board votes to authorize a position and a budget line to support it.

A position description (for the Chief Executive Officer and any other staff) with specific responsibilities will be drafted and reviewed as part of the annual performance evaluation process.

Prior to hiring a Chief Executive Officer or in the absence of a Chief Executive Officer the Board may retain such consultants and interim staff, such as an acting manager, as it may determine is appropriate.

ARTICLE IX

AMENDMENTS

Section 9.1 Amendment of By-Laws

Except as otherwise provided by law, these By-Laws may be amended by a vote of not less than two-thirds (2/3) of the Members in attendance at the Annual Membership Meeting, any Regular Meeting, or any Special Meeting, provided that written notice of the proposed amendments are distributed to each Member at least fourteen (14) days prior to such meeting at which it is to be acted upon.

Further, all amendments must be consistent with the Articles of Agreement and the JPA, and this Article IX, Article XI, and Article XIII may not be amended unless such amendment is approved by the governing body of each Member.

The Board shall, as may be required by law, report to the New Hampshire Attorney General, Charitable Trust Unit, a copy of any By-Law Amendments.

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ARTICLE X

FISCAL YEAR, FINANCIAL REPORTS, AND AUDITS

Section 10.1 Fiscal Year

As provided for under the JPA, the fiscal year shall be the calendar year, subject to the Board's discretion to amend the Fiscal Year.

Section 10.2 Financial Reports and Audits

As provided for under the JPA, an independent financial report by a professional accounting firm of the books and records of CPCNH shall be conducted each fiscal year, and a copy of such financial report shall be submitted to each Director and the Members. A copy of such financial report may also be provided to others as directed by the Chair. The Board shall determine when it is appropriate for audits to be performed by professional accounting firms.

ARTICLE XI

DISSOLUTION, LIQUIDATION, AND DISTRIBUTION

CPCNH shall not be dissolved until such time as all principal of, and interest on, bonds and other forms of indebtedness issued by CPCNH are paid in full or adequate provision for such payment shall have been made in accordance with the instruments governing such bonds and other forms of indebtedness. Thereafter CPCNH may be dissolved upon the unanimous vote of all of the Members taken at a meeting of the Membership called for that purpose; provided, however, that CPCNH shall continue to exist after termination for the purpose of discharging or disposing of all claims and obligations, liquidating and distributing all assets and property, and conducting all other functions necessary to conclude the obligations and affairs of the CPCNH. In the event of a vote for dissolution, the Board shall liquidate the business and assets and the property of the Corporation as expeditiously as possible and distribute any net proceeds and any remaining assets to any remaining Members in such manner as is determined by the Board in accordance with law. The Board is vested with all powers of the Corporation for the purpose of concluding and dissolving the business affairs of the Corporation. No Member representative, Director, Officer, committee member, employee, or individual connected with CPCNH shall be entitled to share in the liquidation or distribution of any of the assets of CPCNH upon its dissolution.

ARTICLE XII

CONFLICT OF INTEREST

Section 12.1 Duty to Disclose and Voting Requirements

Any possible conflict of interest on the part of any Director or Officer of CPCNH, shall be disclosed in writing to the Board and made a matter of record through an annual procedure, and also when the interest involves a specific issue or transaction

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before the Board. Where the transaction involving a Director or Officer exceeds five hundred dollars and no cents (\$500.00) but is less than five-thousand dollars and no cents (\$5,000.00) in a fiscal year, a two-thirds (2/3) vote of disinterested Directors approving the transaction is required. Where the transaction involved exceeds a value of five thousand dollars and no cents (\$5,000.00) in a fiscal year, then a two-thirds (2/3) vote of disinterested Directors approving the transaction after publication of a legal notice in a newspaper of general circulation in the community in which the principal office of CPCNH is located (or if there is no such office, then in a newspaper of general circulation throughout the state), and after written notice to the Office of the Attorney General, Director of Charitable Trusts. Neither the interested Director nor any other Director who had a pecuniary benefit transaction with CPCNH in the same fiscal year shall be present for or participate either in the discussion or the actual vote concerning the transaction and the minutes shall reflect the fact as well as the disclosure of the Director's interest and the vote. Every new member of the Board will be advised of this policy upon entering the duties of his and her office, and shall sign a statement acknowledging, understanding and agreement to this policy. CPCNH shall keep a log of the pecuniary benefit transactions occurring between it and Board Members.

Section 12.2 Other Statutory Requirements

The Board will comply with all applicable requirements of New Hampshire laws dealing with pecuniary benefit transactions (NH RSA 7:19-a, II and 292:6-a) and all such laws are incorporated in full into and made a part of this policy statement. These requirements include, but are not limited to, (1) the absolute prohibition of any loans to any Director or Officer of CPCNH; and (2) prohibition of any sale or lease (for a term greater than five (5) years) or conveyance of real estate to or from a Director or Officer, without the prior approval of the probate court. These requirements extend to both direct and indirect financial interests.

ARTICLE XIII

INDEMNIFICATION AND INSURANCE

Section 13.1 Indemnification

Each Member (including its governing body), Member representative, Director, Officer, committee member, employee, assignee, or agent of CPCNH, (and their respective heirs, executors and administrators), shall be indemnified and held harmless by CPCNH against any and all claims, demands, losses, costs, penalties, expenses (including attorneys' fees), judgments, damages and liabilities reasonably incurred by, or imposed upon them in connection with any action, suit or proceeding to which they may be made a party or with which they shall be threatened, by reason of their being, or having been, a Member, Member representative, Director, Officer, committee member, employee, assignee, or agent of CPCNH (whether or not they continues to be a Member, Member representative, Director, Officer, committee member, employee, assignee, or agent of CPCNH at the time such action, suit or proceeding is brought or

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threatened), arising in whole or in part, directly or indirectly from conduct in which such Member, Member representative, Director, Officer, committee member, employee, assignee, or agent has engaged in good faith. However, no such indemnification shall apply in relation to any matter involving (i) a breach of their duty of loyalty to CPCNH; (ii) acts or omission which are not in good faith or which involved intentional misconduct or a knowing violation of law; or (iii) a transaction from which the Director, Officer, Member representative, committee member, employee, assignee, or agent derived an improper personal benefit.

In the event of settlement of any such action, suit or proceeding brought or threatened, such indemnification shall be limited to matters covered by the settlement as to which CPCNH is advised by counsel that such Member, Member representative, Director, Officer, committee member, employee, assignee, or agent is not liable for misconduct as such. The foregoing right of indemnification shall be in addition to any rights to which any Member (including its governing body), Member representative, Director, Officer, committee member, employee, assignee, or agent may otherwise be entitled.

Section 13.2 Insurance

CPCNH shall self-provide or acquire insurance coverage as is necessary to protect the interests of the CPCNH, the Members, employees, agents, and the public and to indemnify such persons in instances in which they may be indemnified pursuant to Section 13.1 in this Article XIII.

These By-Laws were approved by the Board on _____, 2021.

Attachment D: List of Members

The following entities are Parties to the Joint Power Agreement of Community Power Coalition of New Hampshire:

1. City of Lebanon
2. Town of Hanover
3. City of Nashua
4. Cheshire County
- 5.

Attachment E: Signatories

IN WITNESS WHEREOF, the Parties have executed this Joint Power Agreement for Community Power Coalition of New Hampshire.

City of Lebanon, NH

By: _____

Name: _____

Title: _____

Date: _____

Cheshire County, NH

By: _____

Name: _____

Title: _____

Date: _____

Town of Hanover, NH

By: _____

Name: _____

Title: _____

Date: _____

Town of _____, NH

By: _____

Name: _____

Title: _____

Date: _____

City of Nashua, NH

By: _____

Name: _____

Title: _____

Date: _____

Town of _____, NH

By: _____

Name: _____

Title: _____

Date: _____

Attachment F – List of Project Contracts

The following is the List of Project Contracts entered into by Community Power New Hampshire:

1. [Project Contact No. 1: Reserved]
2. [Project Contact No. 2: Reserved]

Attachment G – Notices to Corporation

All notices to the Corporation shall be provided to its current corporate address, as follows:

[insert current address]