

## Municipal Host Group Net Metering Membership Agreement

This Municipal Host Group Net Metering Membership Agreement (“Agreement”) is entered into as of this \_\_\_\_ day of \_\_\_\_\_, 2025 (the “Effective Date”) between ER Poverty Plains Solar, LLC, serving as the host (“Host”), and \_\_\_\_\_, as a group member (“Member” of the “Group”), for the purpose of establishing and maintaining Group Net Metering between Host and Member under NH RSA 362-A:1-a, II-c and NH Puc 909. Host (described in Appendix A) represents that it is an eligible customer generator under NH RSA 362- A:1-a, II-c. Member represents that each of its account numbers listed in Appendix B is served by the same local distribution utility as the Host and qualifies as a “political subdivision” under NH RSA 362- A:1-a, II-c.

NOW, THEREFORE, in consideration of the premises and of the mutual agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Host and Member (together referred to as the “Parties”) hereby agree as follows:

### I. **Administration**

The Community Power Coalition of New Hampshire (“CPCNH”) shall serve as the Group Net Metering Administrator (“Admin”) on behalf of Host and Member. In its capacity as Admin, CPCNH will act for the Host and the Members and will be responsible for all registration and ongoing reporting requirements necessary to initiate and maintain a Group Net Metering arrangement pursuant to NH Puc 909. If Members are compensated for their participation via payments rather than on-bill crediting, Host will route such payments through Admin for tracking and remittance to Member (in which case Admin will only be responsible for remitting payments that it has first received from Host). To enable Admin to fulfill its responsibilities with respect to reporting requirements and tracking and remitting payments or verifying on-bill credits, Member shall provide Admin with monthly local distribution utility invoices associated with each of the utility account numbers listed in Appendix B.

### II. **Member’s annual kWh usage**

Appendix B lists the estimated annual kWh usage of each of Member’s participating accounts, as well as the total usage across all participating accounts. Member represents that 100% of the estimated annual usage shown in Appendix B is available for Group Net Metering under this Agreement.<sup>1</sup> While this Agreement remains in effect, Member shall not attempt to Group Net Meter with any other Group, Admin or Host for the utility account numbers listed in Appendix B and shall make all of the usage of those accounts available to the Group and Host for the purposes of fulfilling the terms of this Agreement.

### III. **Determination of Member’s share of Host’s output**

Member’s share of Host’s annual generation shall be determined and expressed as a ratio, the numerator of which shall be 90% of the estimated annual usage of each Member account

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<sup>1</sup> Member may swap out accounts during the term of the Agreement, so long as its aggregate annual usage committed to this Agreement does not fall below the total volume shown in Appendix B.

shown in Appendix B, and the denominator of which shall be “Host’s annual generation used to determine Member shares” from Appendix A. Calculated as such, each Member account’s share of Host’s output is shown in the final column of Appendix B.

**IV. Member compensation**

Each Member account is entitled to either payments or on-bill credits, as determined by Host and/or Admin, equivalent to its share of Host’s output (as determined in Section III and as shown in the final column of Appendix B) multiplied by 12.5% of the net metering rate (expressed in \$/kWh) applicable to the Host utility meter for each billing month as determined in the “Alternative net metering tariff” as defined in NH Puc 902.03, adopted pursuant to NH RSA 362-A:9. The compensation described in the prior sentence shall be the sole compensation to which Member is entitled; any and all renewable energy certificates (RECs), environmental attributes, tax credits and attributes, and other elements of potential value associated with Host or its output shall remain the sole property of the Host.

If Members are compensated via payments rather than on-bill credits, Admin shall pay Member within thirty (30) days of receipt of payment from Host (Host will typically issue payment to the Admin on a quarterly basis). If Members are compensated via on-bill credits rather than payments, the local distribution utility will provide credits directly on Member’s electricity bills. Neither Host nor Admin shall be liable for on-bill credits.

**V. No guarantee**

Member acknowledges and understands that payments or bill credits are not guaranteed and are dependent on Host achieving commercial operations (projected, but not guaranteed, to occur by the date listed in Appendix A), the availability of Host’s production once it achieves commercial operations, the applicable net metering rate, and/or payment by the local distribution utility to Host and/or by Host to Admin for disbursement. If, for any reason, the local distribution utility does not make payment to Host, Host does not make payment to Admin, or the local distribution utility does not provide on-bill credits, Admin is not liable to Member for Member’s share of payment or bill credits. Member acknowledges and understands that numerous factors beyond the control of the Host or Admin may disrupt, terminate, or suspend the availability of this program or the consideration contemplated.

**VI. Term and termination**

Member’s admission to the Group for Group Net Metering purposes shall become effective upon Member’s first meter read date immediately following the Effective Date (the “Admission Date”). Payments or on-bill credits, however, will not begin to accrue to Member until Host achieves commercial operation (projected, but not guaranteed, to occur by the date listed in Appendix A). Unless otherwise terminated by Host or Member pursuant to this section, or extended beyond 2040 by mutual written consent of the Parties, this Agreement shall commence on the Admission Date and end on December 31, 2040.

Host may terminate this Agreement without penalty or liability due to its bankruptcy or cessation of operations, or following a change in law or regulation that (1) renders this Agreement commercially or legally unviable or (2) enables Host to capture and realize greater

value for Host's output through some alternative arrangement. In the case of termination by Host pursuant to the prior sentence, Host or Admin shall give the Member ninety (90) days prior written notice, and this Agreement shall terminate upon the first meter read date following the noticed termination date, without further liability of the Host to the Member, or Member to Host, provided that neither Member nor Host (nor Admin) shall be released from any payment or other obligations arising under this Agreement prior to such termination.

Member may withdraw one or more of its participating accounts listed in Appendix B from the Group or otherwise terminate this Agreement for any reason after (1) providing written notice to Admin at least twelve (12) months prior to withdrawal or termination, or (2) providing written notice to Admin less than twelve (12) months prior to withdrawal or termination and paying Admin an early termination fee equal to \$0.01/kWh multiplied by the estimated annual usage of all withdrawn or terminated accounts as listed in Appendix B. In either case, this Agreement shall terminate upon the first meter read date following the noticed withdrawal or termination date. Member shall not be responsible for an early termination fee if its termination is the result of bankruptcy, cessation of operations, or moving its operations outside of the local distribution utility service territory in which the Host operates.

VII. **Disputes and governing law**

The Parties shall attempt in good faith to resolve all disputes arising under this agreement. In the event the parties are unable to resolve a dispute, controversy, or claim arising under this agreement, then either party may give written notice to the other party of its intention to mediate. Any dispute arising under this agreement may be settled by mediation in the State of New Hampshire in accordance with such procedures as may be acceptable to the parties. If the dispute has not been resolved through mediation within thirty (30) days after written notice beginning the mediation process (or a longer period, if the parties agree to extend the mediation), the mediation shall terminate and the parties shall be free to litigate the matter. In the event of litigation arising under this agreement, the prevailing party shall be entitled to collect all reasonable costs and fees associated with the litigation, including attorney's fees.

This Agreement and the rights and duties of Parties hereunder shall be governed by and construed, enforced and performed in accordance with the laws of the state of New Hampshire.

VIII. **Assignment**

Neither Host nor Member may assign this Agreement or its rights hereunder without the approval of the other Party; such approval shall not be unreasonably withheld. Notwithstanding, Host may assign this Agreement without Member's approval in connection with any financing arrangements or sale. Admin may assign its responsibilities under this Agreement upon receipt of written consent from both Host and Member.

IX. **Attestation**

Host and Member attest that the information provided in this Agreement and its Appendices (which are wholly incorporated into this Agreement) is true to the best of their knowledge and belief.

X. **Notices**

Notices shall be provided to Admin at the following address:

Community Power Coalition of New Hampshire  
c/o Mark Bolinger, Director of Projects and Programs  
P.O. Box 840  
Concord, NH 03302  
mark.bolinger@communitypowernh.gov

Notices shall be provided to Member at the following address:

Member name:  
Member address:  
City, NH Zip:  
email address:

XI. **SIGNATURES**

ER Poverty Plains Solar, LLC (Host)

Signed: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**INSERT MEMBER NAME** (Member)

**Signed:** \_\_\_\_\_

**By:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

Community Power Coalition of New Hampshire (Admin)

Signed: \_\_\_\_\_

By: Mark Bolinger

Title: Director of Projects and Programs

Date: \_\_\_\_\_

## Appendix A: Description of Host

Host type: Solar photovoltaic (PV)

Host name: ER Poverty Plains Solar, LLC

Host service address: Poverty Plains Road in Warner, NH

Host coordinates: 43.263125, -71.758021

Host capacity (AC): 4.999 MW

Host's estimated commercial operation date (COD): 06/30/2026

Host's estimated annual generation (first full year): ~8,800 MWh

Host's annual generation used to determine Member shares: 9,000 MWh (9,000,000 kWh)

Host billing address: TBD

Host phone number: TBD

Host email address: TBD

Host's local distribution utility: Eversource

Host's local distribution utility account number: TBD

Host's local distribution utility meter number: TBD

