

COMMISSIONER  
Jared S. Chicoine

DEPUTY COMMISSIONER  
Christopher J. Ellms, Jr.



5F

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

Tel. (603) 271-3670

FAX No. 271-1526

Website:  
[www.energy.nh.gov](http://www.energy.nh.gov)

DEPARTMENT OF ENERGY  
21 S. Fruit St., Suite 10  
Concord, N.H. 03301-2429

December 20, 2023

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

**REQUESTED ACTION**

Authorize the New Hampshire Department of Energy (Department) to amend its grant agreement with Berlin School District (VC 177267), Berlin, NH, by extending the expiration from December 31, 2023 to June 30, 2024, effective upon Governor and Executive Council approval. There is no additional funding being added to the contract at this time. The original grant agreement was approved by Governor and Executive Council on December 21, 2022, Item #63 and amended on June 14, 2023, Item #5G. **100% Federal Funds (State Energy Program)**

**EXPLANATION**

The Department respectfully requests approval to amend its existing grant agreement with Berlin to extend the grant agreement deadline from December 31, 2023 to June 30, 2024. No other grant agreement provisions are being amended. Governor and Executive Council previously approved this grant agreement on December 21, 2022 to offer a \$150,000 grant awarded through the Department's SEED Grant Program to Berlin School District. The grant supports Berlin Middle High School's project in upgrading the interior lighting throughout the entirety of the school to new LEDs. This project will be administered by Berlin Middle High School.

A new federal domestic procurement standard called Build America, Buy America was enacted following passage of the Infrastructure Investment and Jobs Act. This standard impacts Berlin's grant award and requires all iron, steel, manufactured products, and construction materials used in federally funded infrastructure projects to be produced in America. Nearly all project components for Berlin's project are not produced in America and cannot meet this standard. On March 31, 2023, the Department and Berlin School District submitted a request to the US Department of Energy to waive the Build America, Buy America requirement. Both parties submitted additional information to the US Department of Energy on June 14, 2023. The US Department of Energy approved Berlin's waiver request on November 20, 2023. An extension of this grant agreement is necessary to ensure the completion of Berlin's project.

Respectfully submitted,

Jared Chicoine  
Commissioner

**AGREEMENT FOR GRANT FUNDS**  
**STATE OF NEW HAMPSHIRE**

**and**  
**Berlin School District**

**Amendment No. 2**

This Amendment (Amendment) is entered into by and between the State of New Hampshire, acting by and through the New Hampshire Department of Energy (Department), 21 S. Fruit Street, Ste. 10, Concord, NH 03301, (hereinafter referred to as State) and Berlin School District, (hereinafter referred to as the Grantee), collectively referred to as (the Parties).

WHEREAS, the Parties have entered into a contract, approved by the Governor and Executive Council on December 21, 2022, item #63 (hereinafter referred to as the Contract or the Agreement);

WHEREAS, the Parties amended the Contract to extend the contract date from June 30, 2023 to December 31, 2023, approved by the Governor and Executive Council on June 14, 2023, item #5G;

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

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

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

1. Section 1.6, Completion Date, of the General Provisions of the Agreement is hereby deleted in its entirety and replaced with the following: June 30, 2024.
2. Exhibit B, Paragraph B of the Agreement is amended to read as follows:

The Contract period will commence upon the approval of Governor and Executive Council and approval of final budget by the New Hampshire Department of Energy (NHDOE) and will have completion date of June 30, 2024. All funds must be expended by June 30, 2024. NHDOE at any time, in its sole discretion, may terminate the contract or postpone or delay all or any of this contract, upon written notice.

3. Exhibit C, of the Agreement is amended to read as follows:

Drawdowns from the total Contracted Amount will be paid to the Grantee only after written documentation of cash need is submitted to the NHDOE.

Disbursement of the Contracted Amount shall be made in accordance with the

Grantee's Initials

Date

APC  
10/30/23

procedures established by the State and 2 CFR 200.305(b) on an advance basis; limited to minimum amounts needed; and be timed to be in accordance with the actual, immediate cash requirements of the Grantee in carrying out the purpose of the program. The Grantee must make timely payments to (subcontractors) in accordance with the contract provisions. NHDOE will accept a monthly payment request, if the Grantee so chooses. Final invoicing is due to NHDOE by July 15, 2024.

4. Exhibit D, the "Period Covered by this Certification" section of the Contract is amended to read as follows:

Upon G&C approval through June 30, 2024.

5. Exhibit E, the "Contract Period" of the Contract is amended to read as follows:

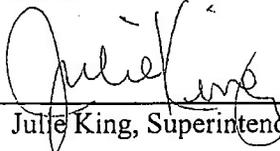
Upon G&C approval through June 30, 2024.

6. This Amendment shall become effective upon approval by the New Hampshire Governor and Executive Council.

7. Except as specifically amended and modified by the terms and conditions of this Amendment, the Agreement and the obligations of the Parties hereunder, shall remain in full force and effect with the terms and conditions set forth herein.

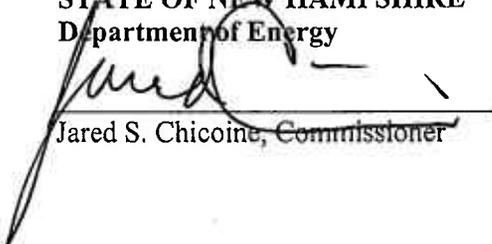
IN WITNESS WHEREOF, the Parties hereto have set their hands the date first-written above.

**Berlin School District**

By:   
Julie King, Superintendent

Date: 10/30/2023

**STATE OF NEW HAMPSHIRE  
Department of Energy**

  
Jared S. Chicoine, Commissioner

Date: 11/9/2023

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

Grantee's Initials JAK  
Date 10/30/23

*Christopher G. Aslin*

Print Name and Title  
Christopher G. Aslin, Sr. Asst. Atty. Gen.

Date: 12/5/2023

**Approval by the Governor and Executive Council**

G&C Item number: \_\_\_\_\_

G&C Meeting Date: \_\_\_\_\_

Grantee's Initials DAK  
Date 10/30/2023

**CERTIFICATE OF VOTE**

I, Ann Nolin, School Board Chair, hereby certify that:  
*(Name and Title)*

1. I am a duly elected Officer of the Berlin School District;
2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of the Berlin School District duly held on October 19, 2023;  
*(Date of Meeting)*

RESOLVED: That the Superintendent of Schools is hereby authorized on behalf of this Agency to enter into the said contract with the State and to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, as he/she may deem necessary, desirable or appropriate;

3. The forgoing resolutions have not been amended or revoked.
4. Julie King is the duly appointed Superintendent of Schools for the Berlin School District and Supervisory Administrative Union (SAU) 3.

IN WITNESS WHEREOF, I have hereunto set my hand as an Officer of the School District this 19th day of October, 2023.

  
*(Signature of Officer)*

STATE OF NEW HAMPSHIRE  
COUNTY OF Coos

On this 19th day of October, 2023, before me, Cari Perreault the undersigned Officer, personally appeared Ann Nolin who  
*(Name of Officer for the School District)*

acknowledged her/himself to be an officer of the Berlin School District, a nonprofit organization and that she/he as such being authorized to do so, executed the foregoing instrument for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

  
Notary Public/Justice of the Peace  
Commission Expiration Date: 5/15/2028

Cari Perreault  
NOTARY PUBLIC  
State of New Hampshire  
My Commission Expires 5/15/2028



## CERTIFICATE OF COVERAGE

The New Hampshire Public Risk Management Exchange (Primex<sup>3</sup>) is organized under the New Hampshire Revised Statutes Annotated, Chapter 5-B, Pooled Risk Management Programs. In accordance with those statutes, its Trust Agreement and bylaws, Primex<sup>3</sup> is authorized to provide pooled risk management programs established for the benefit of political subdivisions in the State of New Hampshire.

Each member of Primex<sup>3</sup> is entitled to the categories of coverage set forth below. In addition, Primex<sup>3</sup> may extend the same coverage to non-members. However, any coverage extended to a non-member is subject to all of the terms, conditions, exclusions, amendments, rules, policies and procedures that are applicable to the members of Primex<sup>3</sup>, including but not limited to the final and binding resolution of all claims and coverage disputes before the Primex<sup>3</sup> Board of Trustees. The Additional Covered Party's per occurrence limit shall be deemed included in the Member's per occurrence limit, and therefore shall reduce the Member's limit of liability as set forth by the Coverage Documents and Declarations. The limit shown may have been reduced by claims paid on behalf of the member. General Liability coverage is limited to Coverage A (Personal Injury Liability) and Coverage B (Property Damage Liability) only, Coverage's C (Public Officials Errors and Omissions), D (Unfair Employment Practices), E (Employee Benefit Liability) and F (Educator's Legal Liability Claims-Made Coverage) are excluded from this provision of coverage.

The below named entity is a member in good standing of the New Hampshire Public Risk Management Exchange. The coverage provided may, however, be revised at any time by the actions of Primex<sup>3</sup>. As of the date this certificate is issued, the information set out below accurately reflects the categories of coverage established for the current coverage year.

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

Participating Member: Berlin School District SAU #3 183 Hillside Avenue Berlin, NH 03570		Member Number: 904	Company Affording Coverage: NH Public Risk Management Exchange - Primex <sup>3</sup> Bow Brook Place 46 Donovan Street Concord, NH 03301-2624		
Type of Coverage	Effective Date (mm/dd/yyyy)	Expiration Date (mm/dd/yyyy)	Limits - NH Statutory Limits May Apply, if Not:		
<input checked="" type="checkbox"/> <b>General Liability (Occurrence Form)</b> <b>Professional Liability (describe)</b> <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence	7/1/2023	7/1/2024	Each Occurrence	\$ 2,000,000	
			General Aggregate	\$ 10,000,000	
			Fire Damage (Any one fire)		
			Med Exp (Any one person)		
<input type="checkbox"/> <b>Automobile Liability</b> Deductible    Comp and Coll: <input type="checkbox"/> Any auto			Combined Single Limit (Each Accident)		
			Aggregate		
<input checked="" type="checkbox"/> <b>Workers' Compensation &amp; Employers' Liability</b>	7/1/2023	7/1/2024	<input checked="" type="checkbox"/> Statutory		
			Each Accident	\$2,000,000	
			Disease – Each Employee	\$2,000,000	
			Disease – Policy Limit		
<input type="checkbox"/> <b>Property (Special Risk includes Fire and Theft)</b>			Blanket Limit, Replacement Cost (unless otherwise stated)		
<b>Description:</b> Proof of Primex Member coverage only.					

<b>CERTIFICATE HOLDER:</b>	<b>Additional Covered Party</b>	<b>Loss Payee</b>	<b>Primex<sup>3</sup> – NH Public Risk Management Exchange</b>
			<b>By:</b> <i>Mary Beth Purcell</i>
State of NH Department of Energy 21 S. Fruit Street, Suite 10 Concord, NH 03301			<b>Date:</b> 8/4/2023    mpurcell@nhprimex.org
			Please direct inquires to: <b>Primex<sup>3</sup> Claims/Coverage Services</b> 603-225-2841 phone 603-228-3833 fax

COMMISSIONER  
Jared S. Chicoine



56

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

Tel. (603) 271-3670

FAX No. 271-1526

DEPUTY  
COMMISSIONER  
Christopher J. Ellms, Jr.

DEPARTMENT OF ENERGY  
21 S. Fruit St., Suite 10  
Concord, N.H. 03301-2429

Website:  
[www.energy.nh.gov](http://www.energy.nh.gov)

June 14, 2023

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

**REQUESTED ACTION**

Authorize the New Hampshire Department of Energy (NHDOE) to amend its grant agreement with Berlin School District (VC 177267), Berlin, NH, by extending the expiration from June 30, 2023 to December 31, 2023, effective upon Governor and Executive Council approval. There is no additional funding being added to the contract at this time. The original grant agreement was approved by Governor and Executive Council on December 21, 2022 item #63. **100% Federal Funds (State Energy Program)**

**EXPLANATION**

NHDOE respectfully requests approval to amend its existing grant agreement with Berlin to extend the grant agreement deadline from June 30, 2023 to December 31, 2023. No other grant agreement provisions are being amended. Governor and Council previously approved this grant agreement on December 21, 2022 to offer a \$150,000 grant awarded through NHDOE's SEED Grant Program to Berlin School District. The grant supports Berlin Middle High School's project in upgrading the interior lighting throughout the entirety of the school to new LEDs. This project will be administered by Berlin Middle High School.

With the enactment of the Infrastructure Investment and Jobs Act, a new federal domestic procurement standard called Build America, Buy America is attached to these federal grant dollars. This standard requires iron, steel, manufactured products, and construction materials used in federally funded infrastructure projects to be produced in America. Nearly all project components for Berlin's project are not produced in America and cannot meet this standard. On March 31, 2023, the NHDOE and Berlin School District submitted a request to the US Department of Energy to waive the Build America, Buy America requirements. That waiver request is undergoing review, making the extension of this grant agreement necessary.

Respectfully submitted,

Jared Chicoine  
Commissioner

**AGREEMENT FOR GRANT FUNDS**

**STATE OF NEW HAMPSHIRE**

**and**

**Berlin School District**

**Amendment No. 1**

This Amendment (Amendment) is entered into this 3<sup>rd</sup> day of May, 2023, by and between the State of New Hampshire, acting by and through the New Hampshire Department of Energy (Department), 21 S. Fruit Street, Ste. 10, Concord, NH 03301, (hereinafter referred to as State) and Berlin School District, (hereinafter referred to as the Grantee), collectively referred to as (the Parties).

WHEREAS, the Parties have entered into a contract, approved by the Governor and Executive Council on December 21, 2022, item #63 (hereinafter referred to as the Contract or the Agreement);

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

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

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

1. Section 1.6, Completion Date, of the General Provisions of the Agreement is hereby deleted in its entirety and replaced with the following: December 31, 2023.
2. Exhibit B, Paragraph B of the Agreement is amended to read as follows:

The Contract period will commence upon the approval of Governor and Executive Council and approval of final budget by the New Hampshire Department of Energy (NHDOE) and will have completion date of December 31, 2023. All funds must be expended by December 31, 2023. NHDOE at any time, in its sole discretion, may terminate the contract or postpone or delay all or any of this contract, upon written notice.

3. Exhibit C, of the Agreement is amended to read as follows:

Drawdowns from the total Contracted Amount will be paid to the Grantee only after written documentation of cash need is submitted to the NHDOE. Disbursement of the Contracted Amount shall be made in accordance with the procedures established by the State and 2 CFR 200.305(b) on an advance basis; limited to minimum amounts needed; and be timed to be in accordance with the

Grantee's Initials

Date

DAK  
5/2/23

actual, immediate cash requirements of the Grantee in carrying out the purpose of the program. The Grantee must make timely payments to (subcontractors) in accordance with the contract provisions. NHDOE will accept a monthly payment request, if the Grantee so chooses. Final invoicing is due to NHDOE by January 15, 2024.

4. Exhibit D, the "Period Covered by this Certification" section of the Contract is amended to read as follows:  
  
Upon G&C approval through December 31, 2023.
5. Exhibit E, the "Contract Period" of the Contract is amended to read as follows:  
  
Upon G&C approval through December 31, 2023.
6. This Amendment shall become effective upon approval by the New Hampshire Governor and Executive Council.
7. Except as specifically amended and modified by the terms and conditions of this Amendment, the Agreement and the obligations of the Parties hereunder, shall remain in full force and effect with the terms and conditions set forth herein.

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

**Berlin School District**

By:   
Julie King, Superintendent

Date: 5/3/23

**STATE OF NEW HAMPSHIRE**  
Department of Energy

  
Jared S. Chicoine, Commissioner

Date: 5/10/23

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

  
Print Name and Title

5/30/2023  
Date: \_\_\_\_\_

Grantee's Initials PK  
Date 5/3/23

Approval by the Governor and Executive Council

G&C Item number: 50

G&C Meeting Date: JUN 14 2023



SECRETARY OF STATE

Grantee's Initials DAK  
Date 5/3/23

CERTIFICATE OF VOTE

I, Ann Nolin, School Board Chair, hereby certify that:  
*(Name and Title)*

- 1. I am a duly elected Officer of the Berlin School District;
- 2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of the Berlin School District duly held on April 20, 2023 ;  
*(Date of Meeting)*

RESOLVED: That the Superintendent of Schools is hereby authorized on behalf of this Agency to enter into the said contract with the State and to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, as he/she may deem necessary, desirable or appropriate;

- 3. The forgoing resolutions have not been amended or revoked.
- 4. Julie King  
~~XXX XXX~~ is the duly appointed Superintendent of Schools for the Berlin School District and Supervisory Administrative Union (SAU) 3.

IN WITNESS WHEREOF, I have hereunto set my hand as an Officer of the School District this 20th day of April, 2023.

Ann Nolin  
*(Signature of Officer)*

STATE OF NEW HAMPSHIRE  
COUNTY OF Coos

On this 20th day of April, 2023, before me, Debora Payeur  
the undersigned Officer, personally appeared Ann Nolin who  
*(Name of Officer for the School District)*

acknowledged her/himself to be an officer of the Berlin School District, a nonprofit organization and that she/he as such being authorized to do so, executed the foregoing instrument for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Debora A Payeur  
Notary Public/Justice of the Peace  
Commission Expiration Date: DEBORA A PAYEUR  
NOTARY PUBLIC  
State of New Hampshire  
My Commission Expires  
December 7, 2027



## CERTIFICATE OF COVERAGE

The New Hampshire Public Risk Management Exchange (Primex<sup>3</sup>) is organized under the New Hampshire Revised Statutes Annotated, Chapter 5-B, Pooled Risk Management Programs. In accordance with those statutes, its Trust Agreement and bylaws, Primex<sup>3</sup> is authorized to provide pooled risk management programs established for the benefit of political subdivisions in the State of New Hampshire.

Each member of Primex<sup>3</sup> is entitled to the categories of coverage set forth below. In addition, Primex<sup>3</sup> may extend the same coverage to non-members. However, any coverage extended to a non-member is subject to all of the terms, conditions, exclusions, amendments, rules, policies and procedures that are applicable to the members of Primex<sup>3</sup>, including but not limited to the final and binding resolution of all claims and coverage disputes before the Primex<sup>3</sup> Board of Trustees. The Additional Covered Party's per occurrence limit shall be deemed included in the Member's per occurrence limit, and therefore shall reduce the Member's limit of liability as set forth by the Coverage Documents and Declarations. The limit shown may have been reduced by claims paid on behalf of the member. General Liability coverage is limited to Coverage A (Personal Injury Liability) and Coverage B (Property Damage Liability) only. Coverage's C (Public Officials Errors and Omissions), D (Unfair Employment Practices), E (Employee Benefit Liability) and F (Educator's Legal Liability Claims-Made Coverage) are excluded from this provision of coverage.

The below named entity is a member in good standing of the New Hampshire Public Risk Management Exchange. The coverage provided may, however, be revised at any time by the actions of Primex<sup>3</sup>. As of the date this certificate is issued, the information set out below accurately reflects the categories of coverage established for the current coverage year.

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

<b>Participating Member:</b> Berlin School District SAU #3 183 Hillside Avenue Berlin, NH 03570	<b>Member Number:</b> 904	<b>Company Affording Coverage:</b> NH Public Risk Management Exchange - Primex <sup>3</sup> Bow Brook Place 46 Donovan Street Concord, NH 03301-2624
---	------------------------------	--

	Type of Coverage	Effective Date (mm/dd/yyyy)	Expiration Date (mm/dd/yyyy)	Limits - NH Statutory Limits May Apply	
<input checked="" type="checkbox"/>	<b>General Liability (Occurrence Form)</b> <b>Professional Liability (describe)</b> <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence	7/1/2022	7/1/2023	Each Occurrence	\$ 1,000,000
				General Aggregate	\$ 2,000,000
				Fire Damage (Any one fire)	
				Med Exp (Any one person)	
	<b>Automobile Liability</b> Deductible    Comp and Coll: \$1,000  <input type="checkbox"/> Any auto			Combined Single Limit (Each Accident)	
				Aggregate	
	<b>Workers' Compensation &amp; Employers' Liability</b>			Statutory	
				Each Accident	
				Disease - Each Employee	
				Disease - Policy Limit	
	<b>Property (Special Risk includes Fire and Theft)</b>			Blanket Limit, Replacement Cost (unless otherwise stated)	

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

<b>CERTIFICATE HOLDER:</b>	<input checked="" type="checkbox"/>	Additional Covered Party	<input type="checkbox"/>	Loss Payee	Primex <sup>3</sup> - NH Public Risk Management Exchange
State of NH Department of Energy 21 S. Fruit Street, Suite 10 Concord, NH 03301					By: <i>Wayliff Powell</i>
					Date: 11/4/2022    mpurcell@nhprimex.org
					Please direct inquiries to: Primex <sup>3</sup> Claims/Coverage Services 603-225-2841 phone 603-228-3833 fax



## CERTIFICATE OF COVERAGE

The New Hampshire Public Risk Management Exchange (Primex<sup>3</sup>) is organized under the New Hampshire Revised Statutes Annotated, Chapter 6-B, Pooled Risk Management Programs. In accordance with those statutes, its Trust Agreement and bylaws, Primex<sup>3</sup> is authorized to provide pooled risk management programs established for the benefit of political subdivisions in the State of New Hampshire.

Each member of Primex<sup>3</sup> is entitled to the categories of coverage set forth below. In addition, Primex<sup>3</sup> may extend the same coverage to non-members. However, any coverage extended to a non-member is subject to all of the terms, conditions, exclusions, amendments, rules, policies and procedures that are applicable to the members of Primex<sup>3</sup>, including but not limited to the final and binding resolution of all claims and coverage disputes before the Primex<sup>3</sup> Board of Trustees. The Additional Covered Party's per occurrence limit shall be deemed included in the Member's per occurrence limit, and therefore shall reduce the Member's limit of liability as set forth by the Coverage Documents and Declarations. The limit shown may have been reduced by claims paid on behalf of the member. General Liability coverage is limited to Coverage A (Personal Injury Liability) and Coverage B (Property Damage Liability) only. Coverage's C (Public Officials Errors and Omissions), D (Unfair Employment Practices), E (Employee Benefit Liability) and F (Educator's Legal Liability Claims-Made Coverage) are excluded from this provision of coverage.

The below named entity is a member in good standing of the New Hampshire Public Risk Management Exchange. The coverage provided may, however, be revised at any time by the actions of Primex<sup>3</sup>. As of the date this certificate is issued, the information set out below accurately reflects the categories of coverage established for the current coverage year.

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

<b>Participating Member:</b> Berlin School District SAU #3 183 Hillside Avenue Berlin, NH 03570		<b>Member Number:</b> 904	<b>Company Affording Coverage:</b> NH Public Risk Management Exchange - Primex <sup>3</sup> Bow Brook Place 48 Donovan Street Concord, NH 03301-2624	
Type of Coverage	Effective Date <i>(mm/dd/yyyy)</i>	Expiration Date <i>(mm/dd/yyyy)</i>	Limits - NH Statutory Limits May Apply, if Not	
<input type="checkbox"/> General Liability (Occurrence Form) <input type="checkbox"/> Professional Liability (describe) <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence			Each Occurrence	
			General Aggregate	
			Fire Damage (Any one fire)	
			Med Exp (Any one person)	
<input type="checkbox"/> Automobile Liability Deductible    Comp and Coll: <input type="checkbox"/> Any auto			Combined Single Limit (Each Accident)	
			Aggregate	
<input checked="" type="checkbox"/> Workers' Compensation & Employers' Liability	7/1/2022	7/1/2023	<input checked="" type="checkbox"/> Statutory	
			Each Accident	\$2,000,000
			Disease - Each Employee	\$2,000,000
			Disease - Policy Limit	
<input type="checkbox"/> Property (Special Risk Includes Fire and Theft)			Blanket Limit, Replacement Cost (unless otherwise stated)	
<b>Description:</b> Proof of Primex Member coverage only. The Participating Member will advise of cancellation no later than 10 days prior to cancellation.				

<b>CERTIFICATE HOLDER:</b>	<b>Additional Covered Party</b>	<b>Loss Payee</b>	Primex <sup>3</sup> - NH Public Risk Management Exchange
			By: <i>Key Bol Penn</i>
			Date: 11/4/2022    mpurcell@nhprimex.org
State of NH Department of Energy 21 S. Fruit Street, Ste 10 Concord, NH 03301			Please direct inquires to: Primex <sup>3</sup> Claims/Coverage Services 603-225-2841 phone 603-225-3833 fax

js

COMMISSIONER  
Jared S. Chicoine



DEC07'22 AM 10:59 RCVD TDD Access: Relay NH  
1-800-735-2964

63

DEPUTY COMMISSIONER  
Christopher J. Elms, Jr.

Tel. (603) 271-3670

FAX No. 271-1526

Website:  
www.energy.nh.gov

DEPARTMENT OF ENERGY  
21 S. Fruit St., Suite 10  
Concord, N.H. 03301-2429

December 7, 2022

His Excellency, Governor Christopher T. Sununu  
And the Honorable Council  
New Hampshire State House  
Concord, New Hampshire 03301

**REQUESTED ACTION**

Authorize the New Hampshire Department of Energy (NHDOE) to enter into a grant agreement with Berlin School District (VC 177267), Berlin, NH, in the amount of \$150,000 for the implementation of energy efficiency projects and upgrades, effective upon Governor and Executive Council approval, through June 30, 2023.

**100% Federal Funds (State Energy Program)**

New Hampshire Department of Energy, State Energy Program  
02-52-52-520010-33520000-102-500731 52SP22BL  
Federal Grants

FY 2023

\$150,000

**EXPLANATION**

NHDOE respectfully requests authority to enter into a grant agreement in an amount not to exceed \$150,000 with Berlin School District to support Berlin Middle High School's objectives to promote energy use reduction, responsible energy behavior within their school, allow necessary energy efficiency upgrades, and other initiatives approved by NHDOE. The project being undertaken is upgrading the interior lighting throughout the entirety of Berlin Middle High School to new LEDs. This project will be administered by Berlin Middle High School.

NHDOE issued a Notice of Funding Availability (NOFA) on May 18, 2022 for the School Energy Efficiency Development (SEED) Grant Program, a competitive grant program open to public schools to fund energy efficiency projects. Applications for the NOFA were accepted until the NOFA closed on July 20, 2022. NHDOE received eight applications that were reviewed and scored by an Evaluation Team made up of five State employees. The scoring sheet is attached.

In the event Federal Funds are no longer available, General Funds will not be requested to support this program.

Respectfully submitted,

\_\_\_\_\_  
Jared Chicoine  
Commissioner  
New Hampshire Department of Energy

**SEED GRANT PROGRAM SCORING TEAM EVALUATION**

Town and School(s) Name	Scoring Team					Total Score Out of 100- 105
	Griffin Roberge	Alexis LaBrie	Wendy Gilman	Christopher Moore	Donald Perrin	
Gorham – Edward Fenn Elementary School	N/A	N/A	N/A	N/A	N/A	N/A
Windham – Windham High, Center, and Middle Schools	N/A	N/A	N/A	N/A	N/A	N/A
Berlin – Berlin Middle High School	75	77	74	78	78	76.4
Littleton – Mildred Lakeway Elementary School and Littleton High School/Daisy Bronson Middle School	67	60	78	79	79	72.6
Newmarket – Newmarket Elementary School	71	69	65	68	80	70.6
Danville – Danville Elementary School	45	86	72	64	66	66.6
Epping – Epping Elementary School	51	43	78	60	65	59.4
Hollis – Hollis-Brookline High School	51	53	45	63	45	51.4

<b>SEED GRANT PROGRAM SCORING CRITERIA</b>	
<b>Scoring Factor</b>	<b>Maximum Score TOTAL: 100-105</b>
<b>Quality and Clarity of Application:</b> The application is concise, well-organized, and easy to understand.	10
<b>Confidence in Applicant's Ability to Meet General Requirements:</b> Public disclosure requirements, compliance with reserved NHDOE/USDOE rights, etc. NHDOE can retract funding if out of compliance.	15
<b>Proposed Project Budget:</b> Shows fiscal responsibility and understanding of available project funds, proof of match, expects financial audits, and other scrutiny.	20
<b>Ability to Disperse Funds Expeditiously:</b> Through a proposed timeline, applicant demonstrates that all funds can be expended by June 30, 2023. Governor and Executive Council process takes approximately 4 weeks.	15
<b>Qualified Project Manager:</b> Applicant intends to use a qualified project manager to complete their project. If the applicant uses a qualified project manager, the manager must submit a resume with relevant project history.	10
<b>Scope of Work:</b> Application with three or more projects to be completed using SEED Grant funding will receive maximum point score of 15. Application with two projects to be completed using SEED Grant funding will be awarded 10 points. Application with one project to be completed using SEED Grant funding will receive 5 points.	15
<b>Free and Reduced Lunch Eligibility:</b> The public school(s) or chartered public school(s) subject to a SEED Grant Program application has 20% or more of their total 2021-2022 enrollment eligible for free/reduced school lunch based on the New Hampshire Department of Education's Free/Reduced School Lunch-Eligibility for 2021-2022.	10
<b>Letters of Community Support:</b> Applications include letters of support for the applicant's proposed project from the local selectboard, school board, and state elected officials (State Representatives and/or State Senator). Letters from all three parties will result in full points. Letters from two parties will result in 3 points. A letter from one party will result in 1 point.	5
<b>BONUS – Energy Assessment or Audit:</b> Applicant has submitted a finalized energy assessment or audit that outlines potential energy efficiency improvements that the applicant is seeking SEED Grant Program funding to complete. The energy assessment or audit includes estimated savings for projects in a concise report.	5

<b>SCORING TEAM MEMBERS</b>		
<b>Name</b>	<b>Title</b>	<b>Relevant Experience</b>
Griffin Roberge	State Energy Program Manager	Oversees State Energy Program formula grant within NH Department of Energy.
Alexis LaBrie	State Energy Program Planner	Frequently involved in evaluation teams for SEED Grant Program and other similar programs.
Wendy Gilman	Contracts Compliance Specialist	Oversees contract compliance for federal programs within NH Department of Energy.
Donald Perrin	Superintendent of Buildings and Grounds	Previously State Energy Manager for NH Department of Administrative Services; oversees state buildings and grounds.
Christopher Moore	Energy Project Manager	Monitors ongoing energy projects conducted at state owned buildings.

**GRANT AGREEMENT**

The State of New Hampshire and the Grantee hereby  
Mutually agree as follows:  
**GENERAL PROVISIONS**

**1. Identification and Definitions.**

<b>1.1. State Agency Name</b> New Hampshire Department of Energy		<b>1.2. State Agency Address</b> 21 South Fruit Street, Suite 10, Concord, NH 03301	
<b>1.3. Grantee Name</b> Berlin School District		<b>1.4. Grantee Address</b> 183 Hillside Avenue, Berlin, NH 03570	
<b>1.5. Grantee Phone #</b> (603) 752-6500	<b>1.6. Account Number</b>	<b>1.7. Completion Date</b> June 30, 2023	<b>1.8. Grant Limitation</b> \$ 150,000
<b>1.9. Grant Officer for State Agency</b> Griffin Roberge		<b>1.10. State Agency Telephone Number</b> (603) 271-8341	
If Grantee is a municipality or village district: "By signing this form we certify that we have complied with any public meeting requirement for acceptance of this grant, including if applicable RSA 31:95-b."			
<b>1.11. Grantee Signature 1</b> 		<b>1.12. Name &amp; Title of Grantee Signor 1</b> Julie King -- Superintendent	
<b>Grantee Signature 2</b>		<b>Name &amp; Title of Grantee Signor 2</b>	
<b>Grantee Signature 3</b>		<b>Name &amp; Title of Grantee Signor 3</b>	
<b>1.13. State Agency Signature(s)</b> 		<b>1.14. Name &amp; Title of State Agency Signor(s)</b> Jared Chicoine, Commissioner, NH Department of Energy	
<b>1.15. Approval by Attorney General (Form, Substance and Execution) (if G &amp; C approval required)</b> By:  Assistant Attorney General, On: 11 / 22 / 2022			
<b>1.16. Approval by Governor and Council (if applicable)</b> By:  <b>SECRETARY OF STATE</b> On: DEC 21 2022			

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

3. **AREA COVERED.** Except as otherwise specifically provided for herein, the Grantee shall perform the Project in, and with respect to, the State of New Hampshire.
4. **EFFECTIVE DATE; COMPLETION OF PROJECT.**
- 4.1. This Agreement, and all obligations of the parties hereunder, shall become effective on the date on the date of approval of this Agreement by the Governor and Council of the State of New Hampshire if required (block 1.16), or upon signature by the State Agency as shown in block 1.14 ("the Effective Date").
- 4.2. Except as otherwise specifically provided herein, the Project, including all reports required by this Agreement, shall be completed in ITS entirety prior to the date in block 1.7 (hereinafter referred to as "the Completion Date").
5. **GRANT AMOUNT; LIMITATION ON AMOUNT; VOUCHERS; PAYMENT.**
- 5.1. The Grant Amount is identified and more particularly described in EXHIBIT C, attached hereto.
- 5.2. The manner of, and schedule of payment shall be as set forth in EXHIBIT C.
- 5.3. In accordance with the provisions set forth in EXHIBIT C, and in consideration of the satisfactory performance of the Project, as determined by the State, and as limited by subparagraph 5.3 of these general provisions, the State shall pay the Grantee the Grant Amount. The State shall withhold from the amount otherwise payable to the Grantee under this subparagraph 5.3 those sums required, or permitted, to be withheld pursuant to N.H. RSA 80:7 through 7-c.
- 5.4. The payment by the State of the Grant amount shall be the only, and the complete payment to the Grantee for all expenses, of whatever nature, incurred by the Grantee in the performance hereof, and shall be the only, and the complete, compensation to the Grantee for the Project. The State shall have no liabilities to the Grantee other than the Grant Amount.
- 5.5. Notwithstanding anything in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made, hereunder exceed the Grant limitation set forth in block 1.8 of these general provisions.
6. **COMPLIANCE BY GRANTEE WITH LAWS AND REGULATIONS.** In connection with the performance of the Project, the Grantee shall comply with all statutes, laws, regulations, and orders of federal, state, county, or municipal authorities which shall impose any obligations or duty upon the Grantee, including the acquisition of any and all necessary permits and RSA 31-93-b.
7. **RECORDS AND ACCOUNTS.**
- 7.1. Between the Effective Date and the date seven (7) years after the Completion Date, unless otherwise required by the grant terms or the Agency, the Grantee shall keep detailed accounts of all expenses incurred in connection with the Project, including, but not limited to, costs of administration, transportation, insurance, telephone calls, and clerical materials and services. Such accounts shall be supported by receipts, invoices, bills and other similar documents.
- 7.2. Between the Effective Date and the date seven (7) years after the Completion Date, unless otherwise required by the grant terms or the Agency pursuant to subparagraph 7.1, at any time during the Grantee's normal business hours, and as often as the State shall demand, the Grantee shall make available to the State all records pertaining to matters covered by this Agreement. The Grantee shall permit the State to audit, examine, and reproduce such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, data (as that term is hereinafter defined), and other information relating to all matters covered by this Agreement. As used in this paragraph, "Grantee" includes all persons, natural or fictional, affiliated with, controlled by, or under common ownership with, the entity identified as the Grantee in block 1.3 of these provisions.
8. **PERSONNEL.**
- 8.1. The Grantee shall, at its own expense, provide all personnel necessary to perform the Project. The Grantee warrants that all personnel engaged in the Project shall be qualified to perform such Project, and shall be properly licensed and authorized to perform such Project under all applicable laws.
- 8.2. The Grantee shall not hire, and it shall not permit any subcontractor, subgrantee, or other person, firm or corporation with whom it is engaged in a combined effort to perform the Project, to hire any person who has a contractual relationship with the State, or who is a State officer or employee, deposed or appointed.
- 8.3. The Grant Officer shall be the representative of the State hereunder. In the event of any dispute hereunder, the interpretation of this Agreement by the Grant Officer, and his/her decision on any dispute, shall be final.
9. **DATA; RETENTION OF DATA; ACCESS.**
- 9.1. As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations,

- 9.2. computer programs, computer printouts, notes, letters, memoranda, paper, and documents, all whether finished or unfinished.
- 9.3. Between the Effective Date and the Completion Date the Grantee shall grant to the State, or any person designated by it, unrestricted access to all data for examination, duplication, publication, translation, sale, disposal, or for any other purpose whatsoever.
- 9.4. No data shall be subject to copyright in the United States or any other country by anyone other than the State.
- 9.5. On and after the Effective Date all data, and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason, whichever shall first occur.
- 9.6. The State, and anyone it shall designate, shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, all data.
10. **CONDITIONAL NATURE OF AGREEMENT.** Notwithstanding anything in this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability or continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available or appropriated funds. In the event of a reduction or termination of these funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Grantee notice of such termination.
11. **EVENT OF DEFAULT; REMEDIES.**
- 11.1. Any one or more of the following acts or omissions of the Grantee shall constitute an event of default hereunder (hereinafter referred to as "Events of Default"):
- 11.1.1 Failure to perform the Project satisfactorily or on schedule; or
- 11.1.2 Failure to submit any report required hereunder; or
- 11.1.3 Failure to maintain, or permit access to, the records required hereunder; or
- 11.1.4 Failure to perform any of the other covenants and conditions of this Agreement.
- 11.2. Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:
- 11.2.1 Give the Grantee a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Grantee notice of termination; and
- 11.2.2 Give the Grantee a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the Grant Amount which would otherwise accrue to the Grantee during the period from the date of such notice until such time as the State determines that the Grantee has cured the Event of Default shall never be paid to the Grantee; and
- 11.2.3 Set off against any other obligation the State may owe to the Grantee any damages the State suffers by reason of any Event of Default; and
- 11.2.4 Treat the agreement as breached and pursue any of its remedies at law or in equity, or both.
12. **TERMINATION.**
- 12.1. In the event of any early termination of this Agreement for any reason other than the completion of the Project, the Grantee shall deliver to the Grant Officer, not later than fifteen (15) days after the date of termination, a report (hereinafter referred to as the "Termination Report") describing in detail all Project Work performed, and the Grant Amount earned, to and including the date of termination.
- 12.2. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall entitle the Grantee to receive that portion of the Grant amount earned to and including the date of termination.
- 12.3. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall in no event relieve the Grantee from any and all liability for damages sustained or incurred by the State as a result of the Grantee's breach of its obligations hereunder.
- 12.4. Notwithstanding anything in this Agreement to the contrary, either the State or, except where notice of default has been given to the Grantee hereunder, the Grantee, may terminate this Agreement without cause upon thirty (30) days written notice.
13. **CONFLICT OF INTEREST.** No officer, member of employee of the Grantee, and no representative, officer or employee of the State of New Hampshire or of the governing body of the locality or localities in which the Project is to be performed, who exercises any functions or responsibilities in the review or

approval of the undertaking or carrying out of such Project, shall participate in any decision relating to this Agreement which affects his or her personal interest or the interest of any corporation, partnership, or association in which he or she is directly or indirectly interested, nor shall he or she have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

14. **GRANTEE'S RELATION TO THE STATE.** In the performance of this Agreement the Grantee, its employees, and any subcontractor or subgrantee of the Grantee are in all respects independent contractors, and are neither agents nor employees of the State. Neither the Grantee nor any of its officers, employees, agents, members, subcontractors or subgrantees, shall have authority to bind the State nor are they entitled to any of the benefits, workmen's compensation or emoluments provided by the State to its employees.

15. **ASSIGNMENT AND SUBCONTRACTS.** The Grantee shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the State. None of the Project Work shall be subcontracted or subgranted by the Grantee other than as set forth in Exhibit B without the prior written consent of the State.

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

17. **INSURANCE.**

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

17.1.2 Statutory workmen's compensation and employees liability insurance for all employees engaged in the performance of the Project, and General liability insurance against all claims of bodily injuries, death or property damage, in amounts not less than \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury or death any one incident, and \$500,000 for property damage in any one incident; and

17.2. The policies described in subparagraph 17.1 of this paragraph shall be the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State, and authorized to do business in the State of New Hampshire. Grantee shall furnish to the State, certificates of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy.

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

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

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

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

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

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

24. **SPECIAL PROVISIONS.** The additional or modifying provisions set forth in Exhibit A hereto are incorporated as part of this agreement.

**EXHIBIT A**

**SPECIAL PROVISIONS**

1. 2 CFR 200 as amended (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards); 10 CFR 420 dated January 1, 2004 (State Energy Program); and the New Hampshire State Energy Program are all considered legally binding and enforceable documents under this contract. The New Hampshire Department of Energy (NHDOE) reserves the right to use any legal remedy at its disposal including, but not limited to, disallowance of costs, withholding of funds, suspension of agency personnel, disbarment of agency personnel, disbarment of agencies and/or subcontractors from present or future contracts, and such other legal remedies as determined to be appropriate by the New Hampshire Department of Justice in the enforcement of rules and regulations pertaining to the State Energy Program.
2. An audit shall be made at the end of the Grantee's fiscal year in accordance with 2 CFR 200, Subpart F - Audit Requirements. This audit report shall include a schedule of revenues and expenditures by contract or grant number of all expenditures during the Grantee's fiscal year.  

The audit report shall include a schedule of prior year's questioned costs along with a response to the current status of the prior year's questioned costs. Copies of all management letters written as a result of the audit along with the audit report shall be forwarded to NHDOE within one month of the time of receipt by the Grantee accompanied by an action plan, if applicable, for each finding or questioned cost.
3. The costs charged under this contract shall be determined as allowable under the cost principles detailed in 2 CFR 200 Subpart B - Cost Principles.
4. Program and financial records pertaining to this contract shall be retained by the Grantee for 3 (three) years from the date of submission of the final expenditure report or, for awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, as stated in 2 CFR 200.334-338 - Retention Requirements for Records.
5. The NHDOE shall have the right to issue periodic notices, memos, and updated reporting forms and information.
6. Grantee shall notify NHDOE of any media inquiries and responses and copies of published media clippings and broadcasts. The NHDOE shall have the right to participate in any meetings with media.
7. NHDOE shall have the right to publicize progress of this program.
8. Griffin Roberge, State Program Manager of NHDOE, has been designated with the responsibility for overseeing this contract.
9. RESTRICTION ON ADDITIONAL FUNDING. It is understood and agreed between the parties that no portion of the "Grant" funds may be used for the purpose of obtaining additional Federal funds under any other law of the United States, except if authorized under that law."
10. ASSURANCES/CERTIFICATIONS. The following are attached and signed: Certification Regarding Drug-Free Workplace Requirements; Certification Regarding Lobbying; Certification

Exhibit A SEP PY22: State Energy Program  
Contract between the New Hampshire Department of Energy and Berlin School District

Regarding Debarment, Suspension and Other Responsibility Matters; Certification Regarding the Americans With Disabilities Act Compliance; Certification Regarding Environmental Tobacco Smoke; Assurance of Compliance Nondiscrimination in Federally Assisted Programs; Certification Regarding the Federal Funding Accountability and Transparency Compliance; and Build America, Buy America Compliance.

11. **COPELAND ANTI-KICKBACK ACT.** All contracts and sub-grants in excess of \$2,000.00 for construction or repair shall comply with Copeland "Anti-Kickback" Act (18 USC 874) as supplemented in Department of Labor Regulations (29 CFR, Part 3). This Act provides that each contractor, subcontractor or sub-grantee shall be prohibited from inducing, by any means, any person employed in the construction, completion or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The sub-grantee should report all suspected violations to NHDOE.
12. **PROCUREMENT.** Sub-grantee shall comply with all provisions of 2 CFR 200 Subpart D – Post Federal Award Requirements – Procurement Standards, with special emphasis on financial procurement (2 CFR 200 Subpart F – Audit Requirements) and property management (2 CFR 200 Subpart D – Post Federal Award Requirements – Property Standards).
13. **CLOSE OUT OF CONTRACT.** All final required reports and reimbursement requests shall be submitted to the State within sixty (60) days of the completion date (Agreement Block 1.7).
14. **STATE INSPECTION:** Without limiting the rights established under paragraphs 7 and 9 of the general provisions, between the Effective Date and the Completion Date, the Grantee shall grant to the State and the United States Department of Energy (USDOE), or any person designated by them, the ability to inspect project and program sites, interview workers, and inspect and monitor financial payroll records and transactions. Grantee shall provide NHDOE and USDOE, or any person designated by them, with access to all administrators, vendors, facilities, work sites, employees of the contractor(s), financial or other records, and assistance to ensure their safety and convenience for the performance of site visits and evaluations.
15. These provisions flow down to all sub-contractor(s).

**EXHIBIT B**

**SCOPE OF SERVICES**

- A. Berlin School District hereinafter "the Grantee," agrees to provide services to implement the School Energy Efficiency Development (SEED) Grant as detailed in the scope of work.
- B. The contract period will commence upon the approval of Governor and Executive Council, approval of final budget by the New Hampshire Department of Energy (NHDOE) and will have a completion date of June 30, 2023. All funds must be expended by June 30, 2023. NHDOE at any time, in its sole discretion, may terminate the contract or postpone or delay all or any part of this contract, upon written notice.

**Scope of Work:**

1. Each energy efficiency measure is described below in detail:
  - a. Removal of old T8 and T12 light bulbs and fixtures.
  - b. Installation of new LED light bulbs, including fixtures, retrofits, and lamps, which will have occupancy/daylight harvesting controls.
2. The Grantee shall submit two progress reports to NHDOE; the two reports will consist of an initial report and a project completion report. The Grantee will include the following, if applicable:
  - a. Notification of any commission agent contracts (# of contracts and names of firms);
  - b. Documentation of funds used for SEED Grant match;
  - c. Progress of program implementation;
  - d. Breakdown of funds that are being expended; and
  - e. Additional information pertinent to the project.
3. The Grantee will agree to technical project evaluations to be done by a Technical Monitor of NHDOE's choosing to review the project and work that has been done.
4. Work on proposed projects cannot start until the Technical Monitor has done an evaluation and initial report of the project.
5. The Grantee will participate in one telephone conference call monthly with the NHDOE State Energy Program Manager.

**EXHIBIT C**

**PAYMENT TERMS**

In consideration of the satisfactory performance of the Services, the State agrees to pay the Grantee, Berlin School District, in total, the sum of:

\$150,000.00 (which hereinafter is referred to as the "Contracted Amount"), of which

SEED Grant funds: \$150,000.000

The Grantee will provide no less than 10% matching funds of the Contracted Amount (minimum \$15,000.00).

EMC	EMC Matrix	Expected Cost for Installed Measures \$	Expected Energy Savings \$
EMC 1	LED lighting with occupancy/daylight harvesting controls.	\$331,764.00	\$17,062.00
	<b>Totals</b>	<b>\$331,764.00</b>	<b>\$17,062.00</b>

Drawdowns from the total Contracted Amount will be paid to the Grantee only after written documentation of cash need is submitted to the NHDOE. Disbursement of the Contracted Amount shall be made in accordance with the procedures established by the State and 2 CFR 200.305(b) on an advance basis; limited to minimum amounts needed; and be timed to be in accordance with the actual, immediate cash requirements of the Grantee in carrying out the purpose of the program. The Grantee must make timely payments to (sub)contractors in accordance with the contract provisions. NHDOE will accept a monthly payment request, if the Grantee so chooses. Final invoicing is due to NHDOE by July 15, 2023.

Final payment for the project will not be issued by the NHDOE until the Technical Monitor's final report is submitted to the NHDOE for review.

Before NHDOE makes any payment for any invoice submitted by the Grantee, the Grantee must provide documentation demonstrating full compliance with the provisions in Exhibit K (Build America, Buy America Compliance) and written confirmation that it has received approval of the Smart Start loan to cover project costs.

NHDOE may, as a function of its administrative oversight, modify contracted budget amounts as necessary to ensure the efficient operation of the School Energy Efficiency Development (SEED) Grant as long as these modified expenditures do not exceed the Contracted Amount total as specified above.

All obligations of the State, including the continuance of any payments, are contingent upon the availability and continued appropriation of funds for the services to be provided.

**NEW HAMPSHIRE DEPARTMENT OF ENERGY**

**EXHIBIT D**

The Grantee identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Grantee's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

**CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS  
ALTERNATIVE 1 - FOR GRANTEE OTHER THAN INDIVIDUALS**

**US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS  
US DEPARTMENT OF EDUCATION - CONTRACTORS  
US DEPARTMENT OF AGRICULTURE - CONTRACTORS  
US DEPARTMENT OF LABOR  
US DEPARTMENT OF ENERGY**

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). The January 31, 1989, regulations were amended and published as Part II of the May 25, 1990, Federal Register (pages 21681-21691), and require certification by grantees (and by inference, sub-grantees and sub-contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a grantee (and by inference, sub-grantees and sub-contractors) that is a State may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Grantees using this form should send it to:

Griffin Roberge, State Energy Program Manager, New Hampshire Department of Energy,  
21 South Fruit Street, Suite 10, Concord, NH 03301

- (A) The grantee certifies that it will or will continue to provide a drug-free workplace by:
- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
  - (b) Establishing an ongoing drug-free awareness program to inform employees about—
    - (1) The dangers of drug abuse in the workplace;
    - (2) The grantee's policy of maintaining a drug-free workplace;
    - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
    - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
  - (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
  - (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will—
    - (1) Abide by the terms of the statement; and
    - (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

**CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS  
ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS, cont'd**

**US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS  
US DEPARTMENT OF EDUCATION - CONTRACTORS  
US DEPARTMENT OF AGRICULTURE - CONTRACTORS  
US DEPARTMENT OF LABOR  
US DEPARTMENT OF ENERGY**

- (e) Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
  - (f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted—
    - (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
    - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
  - (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).
- (B) The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

Place of Performance (street address, city, county, State, zip code) (list each location)

Berlin Middle High School  
550 Willard Street  
Berlin, NH 03570

Check  if there are workplaces on file that are not identified here.

Berlin School District	Upon G&C approval through June 30, 2023
Grantee Name	Period Covered by this Certification
Julie King - Superintendent	
Name and Title of Authorized Grantee Representative	
	11/03/2022
Grantee Representative Signature	Date

**NEW HAMPSHIRE DEPARTMENT OF ENERGY**

**EXHIBIT E**

The Grantee identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Grantee's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

**CERTIFICATION REGARDING LOBBYING**

**US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS  
US DEPARTMENT OF EDUCATION - CONTRACTORS  
US DEPARTMENT OF AGRICULTURE - CONTRACTORS  
US DEPARTMENT OF LABOR  
US DEPARTMENT OF ENERGY**

Programs (indicate applicable program covered):

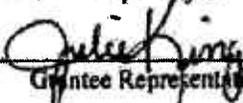
Low-Income Home Energy Assistance Program  
Weatherization Program  
State Energy Program

Contract Period: Upon G&C approval through June 30, 2023

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions, attached and identified as Standard Exhibit E-1.
- (3) The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

 _____ Grantee Representative Signature	_____ Superintendent Grantee's Representative Title
Berlin School District _____ Grantee Name	11/03/2022 _____ Date

## NEW HAMPSHIRE DEPARTMENT OF ENERGY

### EXHIBIT F

The Grantee identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Office of the President, Executive Order 12529 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Grantee's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

#### CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS - PRIMARY COVERED TRANSACTIONS

##### *Instructions for Certification*

- (1) By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.
- (2) The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Energy (NHDOE) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
- (3) The certification in this clause is a material representation of fact upon which reliance was placed when NHDOE determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, may terminate this transaction for cause or default.
- (4) The prospective primary participant shall provide immediate written notice to the NHDOE to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (5) The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76.
- (6) The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by NHDOE.
- (7) The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by NHDOE, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- (8) A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List (of excluded parties).
- (9) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- (10) Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, NHDOE may terminate this transaction for cause or default.

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER  
RESPONSIBILITY MATTERS - PRIMARY COVERED TRANSACTIONS, cont'd**

*Certification Regarding Debarment, Suspension, and Other  
Responsibility Matters - Primary Covered Transactions*

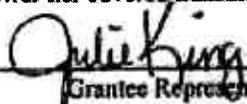
- (11) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
- (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - (b) have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - (c) are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and
  - (d) have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- (12) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

*Certification Regarding Debarment, Suspension, Ineligibility and  
Voluntary Exclusion - Lower Tier Covered Transactions  
(To Be Supplied to Lower Tier Participants)*

By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:

- (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
- (b) where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).

The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

 _____ Grantee Representative Signature	Superintendent _____ Grantee's Representative Title
Berlin School District _____ Grantee Name	11/03/2022 _____ Date

NEW HAMPSHIRE DEPARTMENT OF ENERGY

EXHIBIT G

CERTIFICATION REGARDING THE  
AMERICANS WITH DISABILITIES ACT COMPLIANCE

The Grantee identified in Section 1.3 of the General Provisions agrees by signature of the Grantee's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

By signing and submitting this proposal (contract) the Grantee agrees to make reasonable efforts to comply with all applicable provisions of the Americans with Disabilities Act of 1990.

 Grantee Representative Signature	Superintendent Grantee's Representative Title
Berlin School District Grantee Name	11/03/2022 Date

NEW HAMPSHIRE DEPARTMENT OF ENERGY

EXHIBIT H

CERTIFICATION

Public Law 103-227, Part C

ENVIRONMENTAL TOBACCO SMOKE

Public Law 103227, Part C Environmental Tobacco Smoke, also known as the Pro Children Act of 1994, requires that smoking not be permitted in any portion of any indoor facility routinely owned or leased or contracted for by an entity and used routinely or regularly for provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee.

The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment.

Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

By signing and submitting this application the applicant/grantee certifies that it will comply with the requirements of the Act.

The applicant/grantee further agrees that it will require the language of this certification be included in any subawards which contain provisions for the children's services and that all subgrantees shall certify accordingly.



Grantee Representative Signature

Superintendent

Grantee's Representative Title

Berlin School District

Grantee Name

11/03/2022

Date

## NEW HAMPSHIRE DEPARTMENT OF ENERGY

### EXHIBIT I

#### U.S. Department of Energy Assurance of Compliance Nondiscrimination in Federally Assisted Programs

#### OMB Burden Disclosure Statement

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Office of Information Resources Management Policy, Plans, and Oversight, Records Management Division, HR-422 - GTN, Paperwork Reduction Project (1910-0400), U.S. Department of Energy, 1000 Independence Avenue, S.W., Washington, DC 20585; and to the Office of Management and Budget (OMB), Paperwork Reduction Project (1910-0400), Washington, DC 20503.

Berlin School District (Hereinafter called the "Applicant") HEREBY AGREES to comply with Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352), Section 16 of the Federal Energy Administration Act of 1974 (Pub. L. 93-275), Section 401 of the Energy Reorganization Act of 1974 (Pub. L. 93-438), Title IX of the Education Amendments of 1972, as amended, (Pub. L. 92-318, Pub. L. 93-568, and Pub. L. 94-482), Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112), the Age Discrimination Act of 1975 (Pub. L. 94-135), Title VIII of the Civil Rights Act of 1968 (Pub. L. 90-284), the Department of Energy Organization Act of 1977 (Pub. L. 95-91), the Energy Conservation and Production Act of 1976, as amended, (Pub. L. 94-385) and Title 10, Code of Federal Regulations, Part 1040. In accordance with the above laws and regulations issued pursuant thereto, the Applicant agrees to assure that no person in the United States shall, on the ground of race, color, national origin, sex, age, or disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity in which the Applicant receives Federal assistance from the Department of Energy.

#### Applicability and Period of Obligation

In the case of any service, financial aid, covered employment, equipment, property, or structure provided, leased, or improved with Federal assistance extended to the Applicant by the Department of Energy, this assurance obligates the Applicant for the period during which Federal assistance is extended. In the case of any transfer of such service, financial aid, equipment, property, or structure, this assurance obligates the transferee for the period during which Federal assistance is extended. If any personal property is so provided, this assurance obligates the Applicant for the period during which it retains ownership or possession of the property. In all other cases, this assurance obligates the Applicant for the period during which the Federal assistance is extended to the Applicant by the Department of Energy.

#### Employment Practices

Where a primary objective of the Federal assistance is to provide employment or where the Applicant's employment practices affect the delivery of services in programs or activities resulting from Federal assistance extended by the Department, the Applicant agrees not to discriminate on the ground of race, color, national origin, sex, age, or disability, in its employment practices. Such employment practices may include, but are not limited to, recruitment, advertising, hiring, layoff or termination, promotion, demotion, transfer, rates of pay, training and participation in upward mobility programs; or other forms of compensation and use of facilities.

#### Subrecipient Assurance

The Applicant shall require any individual, organization, or other entity with whom it subcontracts, sub-grants, or subleases for the purpose of providing any service, financial aid, equipment, property, or structure to comply with laws and regulations cited above. To this end, the sub-recipient shall be required to sign a written assurance

form; however, the obligation of both recipient and sub-recipient to ensure compliance is not relieved by the collection or submission of written assurance forms.

#### Data Collection and Access to Records

The Applicant agrees to compile and maintain information pertaining to programs or activities developed as a result of the Applicant's receipt of Federal assistance from the Department of Energy. Such information shall include, but is not limited to the following: (1) the manner in which services are or will be provided and related data necessary for determining whether any persons are or will be denied such services on the basis of prohibited discrimination; (2) the population eligible to be served by race, color, national origin, sex, age and disability; (3) data regarding covered employment including use or planned use of bilingual public contact employees serving beneficiaries of the program where necessary to permit effective participation by beneficiaries unable to speak or understand English; (4) the location of existing or proposed facilities connected with the program and related information adequate for determining whether the location has or will have the effect of unnecessarily denying access to any person on the basis of prohibited discrimination; (5) the present or proposed membership by race, color, national origin, sex, age and disability in any planning or advisory body which is an integral part of the program; and (6) any additional written data determined by the Department of Energy to be relevant to the obligation to assure compliance by recipients with laws cited in the first paragraph of this assurance.

The Applicant agrees to submit requested data to the Department of Energy regarding programs and activities developed by the Applicant from the use of Federal assistance funds extended by the Department of Energy. Facilities of the Applicant (including the physical plants, buildings, or other structures) and all records, books, accounts, and other sources of information pertinent to the Applicant's compliance with the civil rights laws shall be made available for inspection during normal business hours on request of an officer or employee of the Department of Energy specifically authorized to make such inspections. Instructions in this regard will be provided by the Director, Office of Civil Rights, U.S. Department of Energy.

This assurance is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts (excluding procurement contracts), property, discounts or other Federal assistance extended after the date hereof, to the Applicants by the Department of Energy, including installment payments on account after such date of application for Federal assistance which are approved before such date. The Applicant recognizes and agrees that such Federal assistance will be extended in reliance upon the representations and agreements made in this assurance, and that the United States shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the Applicant, the successors, transferees, and assignees, as well as the person(s) whose signatures appear below and who are authorized to sign this assurance on behalf of the Applicant.

#### Applicant Certification

The Applicant certifies that it has complied, or that, within 90 days of the date of the grant, it will comply with all applicable requirements of 10 C.F.R. § 1040.5 (a copy will be furnished to the Applicant upon written request to DOE).

Name	<u>Julie King</u>
Position	<u>Superintendent</u>
Signature	<u><i>Julie King</i></u>
Date	<u>11/3/77</u>
School	<u>Berlin Middle High School</u>
Street	<u>550 Willard St</u>
Town	<u>Berlin</u>
State	<u>NH</u>
Zip Code	<u>03570</u>
Phone	<u>603-752-6500</u>

NEW HAMPSHIRE DEPARTMENT OF ENERGY

EXHIBIT J

CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) COMPLIANCE

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than \$25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of \$25,000 or more. If the initial award is below \$25,000 but subsequent grant modifications result in a total award equal to or over \$25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.

In accordance with 2 CFR Part 170 (*Reporting Subaward and Executive Compensation Information*), the New Hampshire Department of Energy must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

- 1) Name of entity
- 2) Amount of award
- 3) Funding agency
- 4) NAICS code for contracts / CFDA program number for grants
- 5) Program source
- 6) Award title descriptive of the purpose of the funding action
- 7) Location of the entity
- 8) Principle place of performance
- 9) Unique identifier of the entity (UEI #)
- 10) Total compensation and names of the top five executives if:
  - a. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25M annually and
  - b. Compensation information is not already available through reporting to the SEC.

Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

The Grantee identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (*Reporting Subaward and Executive Compensation Information*), and further agrees to have the Grantee's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

The below named Grantee agrees to provide needed information as outlined above to the New Hampshire Department of Energy and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

 (Grantee Representative Signature)	Julie King - Superintendent (Authorized Grantee Representative Name & Title)
Berlin School District	11/03/2022
(Grantee Name)	(Date)

NEW HAMPSHIRE DEPARTMENT OF ENERGY

EXHIBIT J

FORM A

As the Grantee identified in Section 1.3 of the General Provisions, I certify that the responses to the below listed questions are true and accurate.

1. The UEI number for your entity is: LSU1QVJAD997

2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

NO  YES

If the answer to #2 above is NO, stop here

If the answer to #2 above is YES, please answer the following:

3. Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

NO  YES

If the answer to #3 above is YES, stop here

If the answer to #3 above is NO, please answer the following:

4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

Name: _____	Amount: _____

# NEW HAMPSHIRE DEPARTMENT OF ENERGY

## EXHIBIT K

### CERTIFICATION REGARDING BUILD AMERICA, BUY AMERICA (Buy America) COMPLIANCE

The Grantee identified in Section 1.3 of the General Provisions agrees to comply with the provisions of the Build America, Buy America Act (Buy America) Pub. L. No. 117-58, §§ 70901-52 under the Infrastructure Investment and Jobs Act (IIJA), Pub. L. No. 117-58, as well as the *Initial Implementation Guidance on Application of Buy America Preference in Federal Financial Assistance Programs for Infrastructure* memorandum from the Office of Management and Budget (OMB) dated April 18, 2022, and further OMB or US Department of Energy (USDOE) guidance once issued.

Buy America seeks to strengthen Made in America Laws and bolster America's industrial base, protect national security, and support high-paying jobs. Buy America requires that the New Hampshire Department of Energy (NHDOE) and the Grantees of federal funding shall ensure that "none of the funds made available for a Federal financial assistance program for infrastructure, including each deficient program, may be obligated for a project unless all of the iron, steel, manufactured products, and construction materials used in the project are produced in the United States."

#### Definitions:

Infrastructure includes, at a minimum, the structures, facilities, and equipment for, in the United States:

- Roads, highways, and bridges;
- Public transportation;
- Dams, ports, harbors, and other maritime facilities;
- Intercity passenger and freight railroads;
- Freight and intermodal facilities;
- Airports;
- Water systems, including drinking water and wastewater systems;
- Electrical transmission facilities and systems;
- Utilities;
- Broadband infrastructure;
- Buildings and real property; and
- Facilities that generate, transport, and distribute energy.

Further, the "infrastructure" in question must either be publicly owned or serve a public function; privately owned infrastructure that is not open to the public, such as a personal residence, is not considered "infrastructure" for purposes of this requirement. In cases where the "public" nature of the infrastructure is unclear, the Grantee should contact NHDOE. NHDOE will consult with the USDOE which will render a determination.

Project means the construction, alteration, maintenance, or repair of infrastructure in the United States.

Construction Materials includes an article, material, or supply—other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives—that is, or consists primarily of:

- Non-ferrous metals;
- Plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables);
- Glass (including optic glass);
- Lumber; or
- Drywall.

Domestic content procurement preference means and refers to the same thing as "Buy America Preference." These terms mean all iron and steel used in the project are produced in the United States; the manufactured products used in the project are produced in the United States; or the construction materials used in the project are produced in the United States.

#### Buy America Preference:

None of the funds provided under this grant to the Grantee may be used for a project for infrastructure unless:

1. All iron and steel used in the project are produced in the United States—this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
2. All manufactured products used in the project are produced in the United States—this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
3. All construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America Preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought into the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America Preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

The Grantee and its subcontractor, subgrantee, or other person, firm, or corporation, will provide the best available documentation illustrating compliance with the Buy America Preference. NHDOE reserves the right to request additional information from the Grantee to further demonstrate compliance with the Buy America preference. Compliance may be met by providing the following:

1. A written statement from the manufacturer demonstrating that the iron, steel, manufactured products, or construction materials purchased from that manufacturer were produced in the United States.
2. Photographic evidence that the iron, steel, manufactured products, or construction materials were produced in the United States.
3. Other documentation pre-approved by the NHDOE.

#### Waivers:

When necessary, the Grantee may seek a waiver from the Buy America Preference requirements. Any issued waiver is made by the USDOE. The Grantee must contact the NHDOE with its intent to seek a waiver from the Buy America Preference requirements. NHDOE will submit the waiver request on behalf of the Grantee to USDOE. Requests to waive the application of the Buy America Preference must be in writing. Waiver requests are subject to public comment periods of no less than 15 days, as well as review by the Office of Management and Budget (OMB). Current timeframe estimate from request to approval is 45-60 days.

Waivers must be based on one of the following justifications:

1. Applying the Buy America Preference would be inconsistent with the public interest (Public Interest);
2. The types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality (Nonavailability); or
3. The inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent (Unreasonable Cost).

Requests to waive the Buy America Preference must include the following:

- Waiver type (Public Interest, Nonavailability, or Unreasonable Cost);
- Recipient name and Unique Entity Identifier (UEI);
- A detailed justification as to how the non-domestic item(s) is/are essential to the project;

- A certification that the Grantee made a good faith effort to solicit bids for domestic products supported by terms included in requests for proposals, contracts, and non-proprietary communications with potential suppliers;
- Total estimated project cost, with estimated Federal share and recipient cost share breakdowns;
- Total estimated infrastructure costs, with estimated Federal share and recipient cost share breakdowns;
- A brief description of the project, its location, and the specific infrastructure involved;
- List and description of iron or steel item(s), manufactured goods, and/or construction material(s) the recipient seeks to waive from the Buy America Preference, including name, cost, country(ies) of origin, and relevant PSC and NAICS codes for each;
- A justification statement—based on one of the applicable justifications outlined above—as to why the items in question cannot be procured domestically, including the due diligence performed (e.g., market research, industry outreach) by the recipient to attempt to avoid the need for a waiver. This justification may cite, if applicable, the absence of any Buy America-compliant bids received for domestic products in response to a solicitation; and
- Anticipated impact to the project if no waiver is issued.

The USDOE and the NHDOE may request, and the Grantee must provide, additional information for consideration of this waiver. The USDOE's final determination regarding approval or rejection of the waiver request may not be appealed.

 Grantee Representative Signature	Superintendent Grantee's Representative Title
Berlin School District Grantee Name	11/03/2022 Date

**CERTIFICATE OF VOTE**

I, Ann Nolin, School Board Chair, hereby certify that:  
*(Name and Title)*

1. I am a duly elected Officer of the Berlin School District;
2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of the Berlin School District duly held on November 3, 2022 ;  
*(Date of Meeting)*

RESOLVED: That the Superintendent of Schools is hereby authorized on behalf of this Agency to enter into the said contract with the State and to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, as he/she may deem necessary, desirable or appropriate;

3. The forgoing resolutions have not been amended or revoked, and such authority to be in force and effect until June 30, 2023 ;  
*(contract termination date)*

4. Julie King  
~~XXX XXX~~ is the duly appointed Superintendent of Schools for the Berlin School District and Supervisory Administrative Union (SAU) 3.

IN WITNESS WHEREOF, I have hereunto set my hand as an Officer of the School District this  
3rd day of November, 2022.

*Ann Nolin*  
*(Signature of Officer)*

STATE OF NEW HAMPSHIRE  
COUNTY OF Coos

On this 3rd day of November, 2022, before me, Debora Payeur  
the undersigned Officer, personally appeared Ann Nolin who  
*(Name of Officer for the School District)*

acknowledged her/himself to be an officer of the Berlin School District, a nonprofit organization and that she/he as such being authorized to do so, executed the foregoing instrument for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

*Debora A Payeur*  
Notary Public/Justice of the Peace  
Commission Expiration Date: NOTARY PUBLIC  
State of New Hampshire  
My Commission Expires  
January 24, 2023



## CERTIFICATE OF COVERAGE

The New Hampshire Public Risk Management Exchange (Primex) is organized under the New Hampshire Revised Statutes Annotated, Chapter 8-B, Pooled Risk Management Programs. In accordance with those statutes, its Trust Agreement and bylaws, Primex is authorized to provide pooled risk management programs established for the benefit of political subdivisions in the State of New Hampshire.

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

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

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

<b>Participating Member:</b> Berlin School District SAU #3 183 Hillside Avenue Berlin, NH 03570		<b>Member Number:</b> 904	<b>Company Affording Coverage:</b> NH Public Risk Management Exchange - Primex Bow Brook Place 48 Donovan Street Concord, NH 03301-2624		
Type of Coverage	Effective Date (Starts)	Expiration Date (Expires)	Limit - NH Statutory	Limit - Policy	
<input checked="" type="checkbox"/> <b>General Liability (Occurrence Form)</b> <b>Professional Liability (describe)</b> <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence	7/1/2022	7/1/2023	Each Occurrence General Aggregate Fire Damage (Any one fire) Med Exp (Any one person)	\$ 1,000,000 \$ 2,000,000	
<input type="checkbox"/> <b>Automobile Liability</b> Deductible Comp and Coll: \$1,000 <input type="checkbox"/> Any auto			Combined Single Limit (Each Accident) Aggregate		
<input type="checkbox"/> <b>Workers' Compensation &amp; Employers' Liability</b>			Statutory Each Accident Disease - Each Employee Disease - Policy Limit		
<input type="checkbox"/> <b>Property (Special Risk Includes Fire and Theft)</b>			Blanket Limit, Replacement Cost (unless otherwise stated)		
<p><b>Description:</b> With regards to grant. The certificate holder is named as Additional Covered Party, but only to the extent liability is based solely on the negligence or wrongful acts of the member, its employees, agents, officials or volunteers. This coverage does not extend to others. Any liability resulting from the negligence or wrongful acts of the Additional Covered Party, or their employees, agents, contractors, members, officers, directors or affiliates is not covered. The Participating Member will advise of cancellation no later than 10 days prior to cancellation.</p>					

<b>CERTIFICATE HOLDER:</b>	<input checked="" type="checkbox"/> Additional Covered Party	<input type="checkbox"/> Loss Payee	Primex - NH Public Risk Management Exchange
State of NH Department of Energy 21 S. Fruit Street, Suite 10 Concord, NH 03301			By: <i>Key Staff Person</i>
			Date: 11/4/2022 <a href="mailto:mpurcell@nhprimex.org">mpurcell@nhprimex.org</a>
			Please direct inquiries to: Primex Claims/Coverage Services 603-225-2841 phone 603-225-3533 fax



## CERTIFICATE OF COVERAGE

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

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

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

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

<b>Participating Member:</b> Berlin School District SAU #3 183 Hillside Avenue Berlin, NH 03570		<b>Member Number:</b> 904		<b>Company Affording Coverage:</b> NH Public Risk Management Exchange - Primex <sup>®</sup> Bow Brook Place 48 Donovan Street Concord, NH 03301-2624	
				<small>Expires: 12/31/2023 Limits: NH Statutory (Limits Apply) / Apply to No.</small>	
<input type="checkbox"/> <b>General Liability (Occurrence Form)</b> <b>Professional Liability (describe)</b> <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence				<input type="checkbox"/> Each Occurrence <input type="checkbox"/> General Aggregate <input type="checkbox"/> Fire Damage (Any one fire) <input type="checkbox"/> Med Exp (Any one person)	
<input type="checkbox"/> <b>Automobile Liability</b> Deductible Comp and Coll: <input type="checkbox"/> Any auto				<input type="checkbox"/> Combined Single Limit (Each Accident) <input type="checkbox"/> Aggregate	
<input checked="" type="checkbox"/> <b>Workers' Compensation &amp; Employers' Liability</b>		7/1/2022	7/1/2023	<input checked="" type="checkbox"/> Statutory <input type="checkbox"/> Each Accident: \$2,000,000 <input type="checkbox"/> Disease - Each Employee: \$2,000,000 <input type="checkbox"/> Disease - Policy Limit	
<input type="checkbox"/> <b>Property (Special Risk includes Fire and Theft)</b>				<input type="checkbox"/> Blanket Limit, Replacement Cost (unless otherwise stated)	
<p><b>Description:</b> Proof of Primex Member coverage only. The Participating Member will advise of cancellation no later than 10 days prior to cancellation.</p>					

<b>CERTIFICATE HOLDER:</b>	<b>Additional Covered Party</b>	<b>Loss Payee</b>	Primex <sup>®</sup> - NH Public Risk Management Exchange
State of NH Department of Energy 21 S. Fruit Street, Ste 10 Concord, NH 03301			By: <i>Way Self Parent</i> Date: 11/4/2022 mpurcell@nhprimex.org Please direct inquiries to: Primex <sup>®</sup> Claims/Coverage Services 603-225-2841 phone 603-226-3833 fax