



The State of New Hampshire  
**Department of Environmental Services**

Robert R. Scott, Commissioner

May 31, 2024

84B



CJG

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

REQUESTED ACTION

Authorize the New Hampshire Department of Environmental Services (NHDES) to enter into a Memorandum of Agreement (MOA) with the members of the States Supporting Resilient Local Energy Coalition, hereinafter referred to collectively as the "Coalition", in order to complete a \$500 million federal Climate Pollution Reduction Grant (CPRG) application to create the States Supporting Resilient Local Energy Coalition, which is designed to increase resilience from weather related disasters and substantially reduce greenhouse gas (GHG) emissions at public buildings located in communities throughout the Coalition of states, effective upon Governor and Council approval.

EXPLANATION

The federal Inflation Reduction Act of 2022 created the CPRG program, which is being administered by the U.S. Environmental Protection Agency (EPA). The CPRG program will provide approximately \$4.3 billion in grants to states, local governments, and other entities to implement measures that would provide economic stimulus and reduce emissions of GHGs and other pollutants. In the Notice of Funding Opportunity for the CPRG Implementation Grants General Competition, EPA stated that it designed the competition to incentivize eligible applicants to apply for funding as a coalition to implement GHG reduction measures regionally and across state boundaries. For a coalition application, a lead applicant must include a signed letter of intent from each coalition member stating the member's intent to sign an MOA that describes the roles and responsibilities of coalition members. Hawai'i is the lead applicant for this coalition. A list of all Coalition members is on the following page.

On April 1, 2024, Hawai'i submitted a \$500 million CPRG application to EPA to implement the States Supporting Resilient Local Energy Coalition on behalf of the Coalition. The States Supporting Resilient Local Energy Coalition would carry out state programs to advance the deployment of solar plus storage or similar zero-emitting electricity systems on public buildings located in communities to reduce emissions and make public buildings more resilient. The Coalition members developed the enclosed MOA to document that the members have consulted with each other and are committed to fulfilling their respective roles and responsibilities to successfully implement the State Supporting Resilient Local Energy Coalition.

[www.des.nh.gov](http://www.des.nh.gov)

29 Hazen Drive • PO Box 95 • Concord, NH 03302-0095  
(603) 271-3503 • TDD Access: Relay NH 1-800-735-2964

If selected by EPA, HGIA, as the lead applicant, will be awarded CPRG funding and provide primary administrative services for the Coalition. The MOA describes the roles and responsibilities of Coalition members but does not create any legally enforceable rights or obligations.

EPA expects to notify applicants of funding selection in July 2024 and award CPRG funds in October 2024. The period of performance of CPRG funding is five years. This MOA has been approved as to form, substance, and execution by the Office of the Attorney General.

NHDES requests approval of the MOA because NHDES is agreeing to allocate a certain portion of the funding to entities within New Hampshire and appoint one state representative to a committee that will oversee the funding and reallocation of undeployed funds.

We respectfully request your approval.

  
Robert R. Scott, Commissioner

List of States Supporting Resilient Local Energy Coalition Members:

	Member Name	Abbreviation
1	Hawai'i Green Infrastructure Authority	HGIA
2	Arizona Governor's Office of Resiliency	AZ OOR
3	Maine Governor's Office of Policy Innovation and the Future	ME GOPIF
4	Maryland Department of the Environment	MDE
5	Michigan Department of the Environment, Great Lakes, and Energy	MI EGLE
6	Missouri Department of Natural Resources Division of Energy	MO DNR DOE
7	New Jersey Board of Public Utilities	NJBPU
8	State of New Mexico Energy Minerals and Natural Resources Department	NM EMNRD
9	North Carolina Department of Environmental Quality	NC DEQ
10	Oklahoma Department of Environmental Quality	OK DEQ
11	Rhode Island Office of Energy Resources	RI OER
12	Utah Department of Environmental Quality	UT DEQ
13	Virginia Department of Energy	VA DOE
14	Wisconsin Department of Administration Office of Sustainability & Clean Energy	WI OSCE
15	New Hampshire Department of Environmental Services	NHDES

## MEMORANDUM OF AGREEMENT

**CLIMATE POLLUTION REDUCTION IMPLEMENTATION GRANT FOR STATES SUPPORTING RESILIENT LOCAL ENERGY SYSTEMS, MEMORANDUM OF AGREEMENT AMONG THE HAWAI'I GREEN INFRASTRUCTURE AUTHORITY, ARIZONA GOVERNOR'S OFFICE OF RESILIENCY, MAINE GOVERNOR'S OFFICE OF POLICY INNOVATION AND THE FUTURE, MARYLAND DEPARTMENT OF THE ENVIRONMENT, MICHIGAN DEPARTMENT OF ENVIRONMENT, GREAT LAKES, AND ENERGY, MISSOURI DEPARTMENT OF NATURAL RESOURCES DIVISION OF ENERGY, NEW HAMPSHIRE DEPARTMENT OF ENVIRONMENTAL SERVICES, NEW JERSEY BOARD OF PUBLIC UTILITIES, STATE OF NEW MEXICO ENERGY MINERALS AND NATURAL RESOURCES DEPARTMENT, NORTH CAROLINA DEPARTMENT OF ENVIRONMENTAL QUALITY – STATE ENERGY OFFICE, OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY, RHODE ISLAND OFFICE OF ENERGY RESOURCES, UTAH DEPARTMENT OF ENVIRONMENTAL QUALITY, VIRGINIA DEPARTMENT OF ENERGY, WISCONSIN DEPARTMENT OF ADMINISTRATION OFFICE OF SUSTAINABILITY AND CLEAN ENERGY.**

This Memorandum of Agreement (MOA), effective upon signature, (the Effective Date), subject to conditions outlined herein, is among the following agencies (the Parties):

- Hawai'i Green Infrastructure Authority (the Coalition Lead), having principal place of business at 250 South Hotel Street #501 Honolulu, HI 96813;
- Arizona Governor's Office of Resiliency (participating state), having principal place of business at 1700 W Washington St, Ste 500 Phoenix, AZ 85007;
- Maine Governor's Office of Policy Innovation and the Future (participating state), having principal place of business at 181 State House Station Augusta, Maine 04333-0181;
- Maryland Department of the Environment (participating state), having principal place of business at 1800 Washington Boulevard Baltimore, MD 21230;
- Michigan Department of Environment, Great Lakes, and Energy (participating state), having principal place of business at Constitution Hall, 525 West Allegan Street, P.O. Box 30473, Lansing, MI 48909-7973;
- Missouri Department of Natural Resources Division of Energy (participating state), having principal place of business at 1101 Riverside Drive Jefferson City, MO 65102-0176;
- New Hampshire Department of Environmental Services (participating state), having principal place of business at 29 Hazen Dr., P.O. Box 95, Concord NH 03302-0095;
- New Jersey Board of Public Utilities (NJBPU) (participating state), having principal place of business at 44 S Clinton Ave Trenton, NJ 08625;
- State of New Mexico Energy, Minerals and Natural Resources Department (participating state), having principal place of business at 1220 South St. Francis Drive Santa Fe, NM 87505;
- North Carolina Department of Environmental Quality - State Energy Office (participating state), having principal place of business at 217 West Jones Street Raleigh, NC 27603;

- Oklahoma Department of Environmental Quality (participating state), having principal place of business at 707 N. Robinson, Oklahoma City, OK 73102;
- Rhode Island Office of Energy Resources (participating state), having principal place of business at 1 Capitol Hill, Providence, RI 02908;
- Utah Department of Environmental Quality (participating state), having principal place of business at 195 N 1950 W, Salt Lake City, UT 84116;
- Virginia Department of Energy (participating state), 3405 Mountain Empire Road Big Stone Gap Virginia 24219;
- Wisconsin Department of Administration - Office of Sustainability and Clean Energy (participating state, and together with the other participating states the Participating States), having principal place of business at 101 E. Wilson Street, 10th Floor Madison, WI 5370.

**1. PURPOSE OF THIS MEMORANDUM**

This MOA sets forth the roles and responsibilities of the Coalition Lead and the Participating States in the Resilient Local Energy Systems Climate Pollution Reduction Grant Program (CPRG) Coalition, as required by the Environmental Protection Agency (EPA) Climate Pollution Reduction Grant Program Notice of Funding Opportunity. The Parties consulted with each other at the time the Coalition was formed and the Coalition Lead submitted the CPRG grant application. If EPA awards a grant (Award) to this Coalition, Hawai'i Green Infrastructure Authority will enter into a grant award agreement (Grant Agreement) with EPA that complies with EPA's requirements and further describes the Coalition Lead's roles and responsibilities. Other Participating States will enter into subaward agreements (Subaward Agreements) with Hawai'i Green Infrastructure Authority that comply with EPA's requirements and further describe the Participating States' roles and responsibilities. The Parties will make best efforts to fulfill their roles and responsibilities, outlined herein, for the purpose of successfully implementing the measures outlined in the Grant Application should EPA grant the Award.

**2. SCOPE OF PROJECT**

The Parties will collaborate to carry out state programs to advance the deployment of on-site solar or similar zero-emitting technologies eligible for the clean energy production credit (26 USC 45Y) and the clean energy investment credit (26 USC 48E) plus storage serving on public buildings located in communities to reduce emissions and make public buildings more resilient, as amended by the Inflation Reduction Act of 2022. Consistent with the Subaward Agreements, the Parties will provide financial assistance in the form of grants or revolving loan funds to advance deployment of the technologies described herein and in the Award approved by EPA. Eligible public buildings include, but are not limited to, state, city, county, public school, community college, public university, library, and parks, and recreation district facilities. Eligible expenses include but are not limited to: renewable energy systems (like solar), battery storage systems, and "behind-the-meter" upgrades that enable projects to work. Electric upgrades needed to enable the installation, function and interconnection of the energy system shall be eligible expenses. The Parties as a Coalition will develop high-level criteria and each Participating State will have the option to further

customize the selection of projects to receive financial assistance to best meet the needs of their respective communities. Participating States will seek to prioritize the selection of projects taking place in and benefitting low-income and disadvantaged communities as outlined by the Grant Agreement and Subaward Agreements.

**3. PROPOSED OPERATING MODEL**

Subject to its grant agreement with EPA, the Hawai'i Green Infrastructure Authority will be the Coalition Lead and will disseminate funds to Participating States in two ways. The "Direct Administration States" will offer financial assistance through programs in their states. Hawai'i Green Infrastructure Authority will disseminate funds directly to the applicable agencies in Direct Administration States for administrative use, and as grants, loans, forgivable loans, or a combination of these tools. The Program Third Party Administrator (PTPA) States will offer financial assistance exclusively in the form of grants administered by a shared third-party administrator. These states will work with Hawai'i Green Infrastructure Authority to select a PTPA to administer their share of funds and implement the program on their behalf.

Coalition Lead will initially allocate an equal share of funds to each Participating State, to be used to provide financial assistance to solar plus storage projects serving public buildings in the state, consistent with any EPA Grant Agreement approval and the subaward agreements with the Participating State. Electric upgrades needed to enable the installation, function and interconnection of the energy system shall be eligible expenses. To ensure expeditious deployment and installation of solar photovoltaic and other zero-emission electricity plus storage systems, Coalition Lead will split funding into two tranches, with the first tranche immediately available to each Participating State. The second tranche will become available when 80% of the first tranche has been obligated to projects in the Participating State. If the second tranche is not accessed within two years of the opening of the first tranche, Coalition Lead will reallocate unused second tranche funds pursuant to the decision of the Funding Committee to Participating States that have shovel-ready projects in need of additional funds.

**4. RESPONSIBILITIES OF THE COALITION LEAD**

Hawai'i Green Infrastructure Authority, as Coalition Lead, will be accountable to EPA and accepts full responsibility for effectively carrying out the full scope of work and the proper financial management of the EPA approved Grant Agreement. This will include tracking and reporting on project progress on expenditures and purchases and tracking, measuring, and reporting accomplishments on proposed timelines and milestones.

Hawai'i Green Infrastructure Authority will enter into subaward agreements that comply with EPA's Subaward policy and will be responsible for distributing grant funds to the Participating states and the PTPA, as outlined in clauses 3 and 5.

Hawai'i Green Infrastructure Authority will issue a Request for Proposals (RFP) for, select, and manage the duties of a Coalition Third Party Administrator (CTPA). Hawai'i Green Infrastructure Authority will select the CTPA in alignment with Hawaii's procurement processes and EPA's Subaward policy and will incorporate feedback on proposals from all Participating States through scoring sheets. Hawai'i Green Infrastructure Authority will outline a scope of work for the CTPA which may include facilitating the redistributing of unused funds from the first tranche of grant funding, distributing the second tranche of

grant funding, providing shared resources to all Coalition Members including education and outreach materials, technical support, periodic project audits, or other tasks as outlined in the CTPA's contract. The CTPA may also assist the Hawai'i Green Infrastructure Authority with adhering to CPRG program requirements and reporting to EPA. Hawai'i Green Infrastructure Authority will remain accountable to EPA for the scope of work and proper financial management of the grant, even after the CTPA is hired. Additional requirements for the CTPA may be outlined in the separate agreement between the Parties and the CTPA.

For the PTPA States, Hawai'i Green Infrastructure Authority will issue an RFP for, select, and contract with a PTPA, considering scoring sheets from PTPA States in the selection process. Hawai'i Green Infrastructure Authority will contract with the PTPA and issue payment for contractor services. Additional responsibilities of the PTPA may be outlined in Hawai'i Green Infrastructure Authority's contract with the PTPA.

Hawai'i Green Infrastructure Authority will oversee and monitor subrecipients, including Participating States, contractors, and vendors. Hawai'i Green Infrastructure Authority will track and report on project progress on expenditures and purchases and will track, measure, and report accomplishments on proposed timelines and milestones. Hawai'i Green Infrastructure Authority will compile and submit required progress reports on grant implementation and planned activities to EPA and submit a detailed final written report to EPA within 120 calendar days of the completion of the period of performance.

In addition to its responsibilities as lead state, Hawai'i Green Infrastructure Authority will complete applicable responsibilities as a Participating State, as outlined in clause 5.

##### **5. RESPONSIBILITIES OF PARTICIPATING STATES IN THE COALITION**

The Participating State agencies entering into this MOA will endeavor to enter into subaward agreements with Hawai'i Green Infrastructure Authority and will further make state-specific program design and award decisions consistent with the Grant Agreement and applicable laws. Participating States and PTPA States are encouraged to assist Coalition Lead in its review of CPTA proposals and PTPA proposals, respectively, including but not limited to, submittal of scoring sheets, for the purposes outlined herein. Participating States will ensure the completion of a single audit on an annual basis, in compliance with generally accepted accounting practices (GAAP) and EPA guidance and pursuant to the terms of Subaward Agreements. Participating States will conduct community and stakeholder outreach and education within the Coalition member's jurisdiction. Participating States will join Coalition convenings, including in-person and online meetings, to share best practices and learning. Should a Participating States fail to enter into a Subaward Agreement, the Participating State will initiate termination of this MOA.

Participating States will make best efforts to follow cybersecurity applicable standards, which will be outlined in the subaward agreements, as allowed by applicable law. Unless otherwise required by federal law, each Participating State will follow their cybersecurity standards. Participating States will make best efforts to notify the other Parties within a reasonable amount of time (to be decided in the subaward agreement) after learning of a data breach.

Direct Administration States will award grants or approve loans to public entities for the installation of eligible projects in compliance with EPA guidance and requirements, including 40% invested in low-income and disadvantaged communities as required by the Grant Agreement and by agreed upon Subaward Agreements. Direct Administration States will track and report to the Coalition Lead within a reasonable time before reports are due to EPA on the progress of project installations and eligible administrative expenditures, including budgeted purchases and personnel costs associated with program implementation within the Coalition member's jurisdiction. Direct Administration States will track, measure, and provide updates to the Coalition Lead on its accomplishments, based on state-specific determined proposed timelines and milestones for activities associated with the program within the Participating States' jurisdiction.

Direct Administration States may carry out their program by either working within existing state programs or within programs to be established via state processes or via state-governed procurement processes and the hiring of an individual state third party-administrator that will administer the grant program on the state's behalf.

The PTPA States will work with the Hawai'i Green Infrastructure Authority on the PTPA selection process and work with the PTPA to carry out grant programs. The PTPA will adhere to state-specific program eligibility limitations or selection priorities.

Each Participating State may select at least one representative to appoint to the Funding Committee. As may be required by second tranche reallocation funding, the Funding Committee will meet quarterly with the CTPA to reallocate funds to Participating States that are able to expeditiously deploy funds to additional solar plus storage projects.

## **6. ALLOCATION OF FUNDS**

Hawai'i Green Infrastructure Authority will allocate the funds equally among the Parties in accordance with its grant agreement with EPA. Hawai'i Green Infrastructure Authority will make subawards to the Direct Administration States and will make a subaward to the PTPA on behalf of each of the PTPA States for use in that PTPA state. Participating States may spend up to, but no more than, 12.44% of their allotted subaward on administrative expenses within the state, which may include the procurement and hiring of a third-party administrator and the oversight of the third-party administrator. Participating States that fail to meet milestones set forth in Subaward Agreements may not receive their entire allocation and parts of their subawards may be reallocated by the Funding Committee. In addition to its state allocation, Hawai'i Green Infrastructure Authority will retain \$10,000,010 of the CPRG award from EPA to carry out the responsibilities of the Coalition Lead including CTPA payment.

**7. TRANSFER OF FUNDS**

Subject to the terms of its grant agreement with EPA and subaward agreements with the Participating States, Hawai'i Green Infrastructure Authority agrees to transfer all Parties' allocations expeditiously upon receipt of the funds from EPA.

**8. UTILIZATION OF FUNDS**

The Subaward Agreements are expected to require Parties agree to use grant funds solely for the purposes outlined above and in the Grant Agreement, and in accordance with the subaward agreements with Coalition Lead, and in accordance with any applicable laws, regulations, and guidelines. Any uncommitted or unexpended Funds will be returned to the Coalition Lead as required by Subaward Agreements. Funds will be redistributed pursuant to a decision of the Funding Committee to reallocate funds to Participating States that are able to expeditiously deploy funds to additional solar plus storage projects.

**9. REPORTING AND ACCOUNTABILITY**

The Parties agree to provide regular updates and reports to Hawai'i Green Infrastructure Authority, the CTPA, and where applicable, the PTPA, regarding the allocated grant funds, including but not limited to financial statements, progress reports on amounts obligated/expended, environmental impact data, and any other documentation as required by the terms of the Award. The Parties will also make best efforts to participate in periodic meetings convened by the CTPA and Hawai'i Green Infrastructure Authority to discuss implementation of the Award. Hawai'i Green Infrastructure Authority agrees to provide to all Parties copies of all reports submitted to the EPA during the term of the Award within 90 days of submission to EPA.

**10. SUBJECT TO THE AVAILABILITY OF FUNDING**

Any obligations under this MOA are subject to the receipt of funds from EPA. A failure by the Coalition Lead to make any payment required by this MOA or to observe and perform any condition on its part to be performed under this MOA as a result of the failure of the EPA to disburse funds as agreed to in the grant agreement between EPA and Coalition Lead shall not in any manner constitute a breach or default by the Coalition Lead and the Coalition Lead shall not be held liable in any manner whatsoever because of the absence of available funding.

**11. TERM**

This MOA shall be effective upon execution of the last signatory from the Parties as of the Effective Date. This MOA, unless terminated sooner as set forth in Paragraph 15, shall remain in full force and effect until superseded by a grant agreement with EPA and subaward agreements between the Coalition Lead and the Participating States. The Parties may extend the term of this MOA by an amendment, as set forth herein.

**12. THIRD-PARTY BENEFICIARIES**

This MOA shall not create in any individual or entity the status of a third-party beneficiary and nothing in this MOA shall be construed to create such status. Any rights, duties and obligations contained herein shall operate only between the Parties and shall inure solely to the benefit of the Parties. The provisions of this MOA are intended only to assist the Parties in determining and performing any obligations set forth herein.

**13. NO ASSIGNMENT**

This MOA shall not be assignable.

**14. AMENDMENT**

This MOA may be amended, supplemented, changed, modified, or altered only by mutual agreement of the Parties in writing, as allowed by and consistent with any applicable state approval process.

**15. TERMINATION**

Any Party may withdraw from this MOA and the Coalition upon service to all other parties of written notice delivered at least 30 days prior to such intention to terminate and withdraw, as long as no grant funds have been expended. The Subaward Agreements between the Coalition Lead and the Participating States will provide for the return of funds disbursed to a Participating State that later withdraws from the Coalition. A Participating State that has expended grant funds but subsequently determines that it will not be able to invest in additional eligible projects may voluntarily choose to return undisbursed funds to the Coalition Lead to be re-allocated via the Funding Committee, provided the state will continue to comply with the terms and conditions of this MOA and any subaward agreement between Coalition Lead and the state.

**16. ENTIRE AGREEMENT**

This MOA contains all the terms and conditions agreed upon by the Parties and supersedes all other negotiations, representations, and understandings of the Parties, oral or otherwise, regarding the subject matter of this MOA. This MOA represents the entire agreement between the Parties; all negotiations, oral agreements and understandings are merged herein. Subaward agreements that the Parties subsequently enter may supersede this MOA. The CPRG Application submitted to EPA in March 2024 may serve as guidance on the Parties' intent should questions arise after the Parties sign this MOA.

**17. SOVEREIGN IMMUNITY**

The Parties acknowledge and agree that nothing in this MOA shall be construed as a modification, compromise, or waiver by the participating state of its sovereign immunity or any applicable defenses, which are hereby expressly reserved to the respective participating states.

**18. COUNTERPARTS**

This MOA may be executed in multiple counterparts, each of which shall be an original, but all of which constitute one and the same MOA.

**19. DISPUTE**

If there are any disputes among the Parties concerning this MOA, the Parties' signatories, or their respective authorized representatives, shall confer to resolve the dispute.

**20. AUTHORITY**

By the signatures below, the Parties execute this MOA and confirm that they are mutually bound by and fully authorized and empowered to enter into and bind their organization by all provisions contained herein.

**21. SIGNATURES**

The terms and conditions of this MOA have been read and understood by the persons whose signatures appear below, and the parties agree to comply with the terms and conditions set forth on the preceding pages:

**[This space intentionally left blank; signature pages follow]**

The Parties have caused this instrument to be signed and attested by their duly authorized representatives or designees.

STATE OF HAWAI'I  
GREEN INFRASTRUCTURE AUTHORITY

By: \_\_\_\_\_  
Gwen S Yamamoto Lau  
Its: Executive Director

This MOA has been reviewed and approved as to form.

Department of the Attorney General

By: \_\_\_\_\_  
John Cole  
Its: Deputy Attorney General

The Parties have caused this instrument to be signed and attested by their duly authorized representatives or designees.

STATE OF ARIZONA  
GOVERNOR'S OFFICE OF RESILIENCY

By: \_\_\_\_\_  
[name]  
[title]

This MOA has been reviewed and approved as to form.

Attorney General of Arizona

By: \_\_\_\_\_  
[name]  
[title]

The Parties have caused this instrument to be signed and attested by their duly authorized representatives or designees.

STATE OF MAINE  
GOVERNOR'S OFFICE OF POLICY INNOVATION AND THE  
FUTURE

By: \_\_\_\_\_  
[name]  
[title]

This MOA has been reviewed and approved as to form.

Attorney General of Maine

By: \_\_\_\_\_  
[name]  
[title]

The Parties have caused this instrument to be signed and attested by their duly authorized representatives or designees.

**STATE OF MARYLAND  
DEPARTMENT OF THE ENVIRONMENT**

By: \_\_\_\_\_  
Serena McIlwain  
Secretary

This MOA has been reviewed and approved as to form and legal sufficiency..

By: \_\_\_\_\_  
Assistant Deputy Attorney General  
Office of the Attorney General

The Parties have caused this instrument to be signed and attested by their duly authorized representatives or designees.

STATE OF MICHIGAN  
DEPARTMENT OF ENVIRONMENT, GREAT LAKES, AND  
ENERGY

By: \_\_\_\_\_  
[name]  
[title]

This MOA has been reviewed and approved as to form.

Attorney General of Michigan

By: \_\_\_\_\_  
[name]  
[title]

The Parties have caused this instrument to be signed and attested by their duly authorized representatives or designees.

STATE OF MISSOURI  
DEPARTMENT OF NATURAL RESOURCES

By: \_\_\_\_\_  
Dru Buntin  
Director

The Parties have caused this instrument to be signed and attested by their duly authorized representatives or designees.

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF ENVIRONMENTAL SERVICES

By:   
Robert R. Scott  
Commissioner

Effective upon New Hampshire Governor and Executive Council approval.

This MOA has been reviewed and approved as to form.

Attorney General of New Hampshire

By:   
Joshua C. Harrison  
Assistant Attorney General  
Environmental Protection Bureau  
New Hampshire Department of Justice

The Parties have caused this instrument to be signed and attested by their duly authorized representatives or designees.

STATE OF NEW JERSEY  
BOARD OF PUBLIC UTILITIES (NJBPU)

By: \_\_\_\_\_  
Christine Guhl-Sadovy  
President, NJBPU



The Parties have caused this instrument to be signed and attested by their duly authorized representatives or designees.

STATE OF NEW MEXICO  
ENERGY MINERALS AND NATURAL RESOURCES DEPARTMENT

By: \_\_\_\_\_  
[name]  
[Cabinet Secretary or Designee]

This MOA has been reviewed and approved as to form.

EMNRD Office of General Counsel

By: \_\_\_\_\_  
[name]  
General Counsel [or their designee]

The Parties have caused this instrument to be signed and attested by their duly authorized representatives or designees.

STATE OF NORTH CAROLINA  
DEPARTMENT OF ENVIRONMENTAL QUALITY – STATE  
ENERGY OFFICE

By: \_\_\_\_\_  
[name]  
[title]

This MOA has been reviewed and approved as to form.

Attorney General of North Carolina

By: \_\_\_\_\_  
[name]  
[title]

The Parties have caused this instrument to be signed and attested by their duly authorized representatives or designees.

STATE OF OKLAHOMA  
DEPARTMENT OF ENVIRONMENTAL QUALITY

By: \_\_\_\_\_  
[name]  
Executive Director

This MOA has been reviewed and approved as to form.

ODEQ Office of General Counsel

By: \_\_\_\_\_  
[name]

General Counsel [or their designee]

The Parties have caused this instrument to be signed and attested by their duly authorized representatives or designees.

STATE OF RHODE ISLAND  
OFFICE OF ENERGY RESOURCES

By:

\_\_\_\_\_  
Christopher Kearns  
Acting Commissioner

This MOA has been reviewed and approved as to form.

Rhode Island Department of Administration

By:

\_\_\_\_\_  
Albert J. Vitali III, Esq.  
Deputy Chief of Legal Services

The Parties have caused this instrument to be signed and attested by their duly authorized representatives or designees.

STATE OF UTAH  
DEPARTMENT OF ENVIRONMENTAL QUALITY

By: \_\_\_\_\_  
[name]  
[title]

This MOA has been reviewed and approved as to form.

Attorney General of Utah

By: \_\_\_\_\_  
[name]  
[title]

The Parties have caused this instrument to be signed and attested by their duly authorized representatives or designees.

**COMMONWEALTH OF VIRGINIA  
VIRGINIA DEPARTMENT OF ENERGY**

By: \_\_\_\_\_  
**GLENN DAVIS  
DIRECTOR**

This MOA has been reviewed and approved as to form.

**Attorney General of Virginia**

By: \_\_\_\_\_  
[name]  
[title]

The Parties have caused this instrument to be signed and attested by their duly authorized representatives or designees.

STATE OF WISCONSIN  
DEPARTMENT OF ADMINISTRATION  
OFFICE OF SUSTAINABILITY AND CLEAN ENERGY

By: \_\_\_\_\_  
[name]  
[title]

This MOA has been reviewed and approved as to form.

Attorney General of Wisconsin

By: \_\_\_\_\_  
[name]  
[title]