

COMMISSIONER
Jared S. Chicoine

STATE OF NEW HAMPSHIRE

81

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

DEPUTY COMMISSIONER
Christopher J. Ellms, 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

June 25, 2025

Her Excellency, Governor Kelly A. Ayotte
and the Honorable Council
New Hampshire State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the New Hampshire Department of Energy (Department) to enter into a **SOLE SOURCE** contract with New Hampshire Housing Finance Authority (NHHFA), Bedford, NH, Vendor #174411, in an amount not to exceed \$23,195,491 to develop and implement community solar projects with technical and financial assistance through NHHFA's existing programs with multi-family housing and the State's 18 public housing authorities (PHAs) effective upon Governor and Executive Council approval, through April 30, 2029. **100% Federal Funds.**

Funding is available in the account Solar for All, as follows:

02-52-52-520510-65120000-072-500573

FY 2025

\$23,195,491

EXPLANATION

This contract is **SOLE SOURCE** because a condition of the EPA Solar for All grant award is sub-awarding the grant to NHHFA. The Department sought out the NHHFA to be a partner in the application to EPA's Solar for All competitive grant based on a history of successful past collaborations that have yielded positive outcomes with the State's Renewable Energy Fund Low and Moderate Income (LMI) Community Solar Program.

This collaboration with the NHHFA will significantly enhance solar energy access to economically eligible communities and contribute to a more sustainable energy future for New Hampshire residents. The Department will provide ongoing technical assistance and monitoring throughout the duration of this contract to ensure the successful execution and sustainability of these projects.

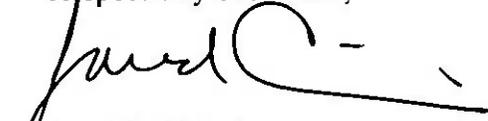
The Inflation Reduction Act amended the Clean Air Act to include Section 134 (42 U.S.C. § 7434), which authorizes the EPA to grant Solar for All funds with appropriations funded by Section 134(a)(1), called Zero Emissions Technologies. The law appropriates grants to states, Tribal governments, municipalities, and eligible recipients, as defined in the statute, to provide subgrants,

Her Excellency, Governor Kelly A. Ayotte
and the Honorable Council
June 25, 2025
Page 2 of 2

loans, or other forms of financial assistance as well as technical assistance to enable low-income and disadvantaged communities to deploy and benefit from zero-emission technologies and to carry out other greenhouse gas emission reduction activities.

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

Respectfully submitted,



Jared S. Chicoine
Commissioner

FORM NUMBER P-37 (version 2/23/2023)

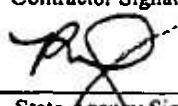
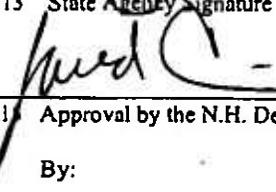
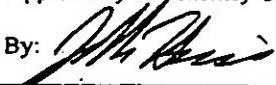
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

The State of New Hampshire and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS

1. IDENTIFICATION.

| | | | |
|---|--|--|--------------------------------------|
| 1.1 State Agency Name Department of Energy | | 1.2 State Agency Address 21 S. Fruit St., Ste. 10, Concord, NH 03301 | |
| 1.3 Contractor Name New Hampshire Housing Finance Authority | | 1.4 Contractor Address 32 Constitution Dr., Bedford, NH 03110 | |
| 1.5 Contractor Phone Number 603-310-9242 | 1.6 Account Unit and Class 65120000-072 | 1.7 Completion Date 4/30/2029 | 1.8 Price Limitation \$23,195,491 |
| 1.9 Contracting Officer for State Agency Joshua Elliott, Director of Policy and Programs | | 1.10 State Agency Telephone Number 603-271-6003 | |
| 1.11 Contractor Signature  Date: 5/22/2025 | | 1.12 Name and Title of Contractor Signatory Bob Dapice, Executive Director | |
| 1.13 State Agency Signature  Date: 5/22/2025 | | 1.14 Name and Title of State Agency Signatory Jared S. Chicoine, Commissioner | |
| 1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____ | | | |
| 1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: 6/9/2025 | | | |
| 1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____ | | | |

Contractor Initials 
Date 5/22

2. SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT B which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed.

3.3 Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds. In no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT C which is incorporated herein by reference.

5.2 Notwithstanding any provision 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 Price Limitation set forth in block 1.8. The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance

hereof, and shall be the only and the complete compensation to the Contractor for the Services.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 The State's liability under this Agreement shall be limited to monetary damages not to exceed the total fees paid. The Contractor agrees that it has an adequate remedy at law for any breach of this Agreement by the State and hereby waives any right to specific performance or other equitable remedies against the State.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Contractor shall comply with all applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws and the Governor's order on Respect and Civility in the Workplace, Executive order 2020-01. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of age, sex, sexual orientation, race, color, marital status, physical or mental disability, religious creed, national origin, gender identity, or gender expression, and will take affirmative action to prevent such discrimination, unless exempt by state or federal law. The Contractor shall ensure any subcontractors comply with these nondiscrimination requirements.

6.3 No payments or transfers of value by Contractor or its representatives in connection with this Agreement have or shall be made which have the purpose or effect of public or commercial bribery, or acceptance of or acquiescence in extortion, kickbacks, or other unlawful or improper means of obtaining business.

6.4 The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with this Agreement and all rules, regulations and orders pertaining to the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 The Contracting Officer specified in block 1.9, or any successor, shall be the State's point of contact pertaining to this Agreement.

8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

- 8.1.1 failure to perform the Services satisfactorily or on schedule;
- 8.1.2 failure to submit any report required hereunder; and/or
- 8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor 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) calendar days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) calendar days after giving the Contractor notice of termination;

8.2.2 give the Contractor 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 contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 give the Contractor a written notice specifying the Event of Default and set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

9. TERMINATION.

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) calendar days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) calendar days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. In addition, at the State's discretion, the Contractor shall, within fifteen (15) calendar days of notice of early termination, develop and submit to the State a transition plan for Services under the Agreement.

10. PROPERTY OWNERSHIP/DISCLOSURE.

10.1 As used in this Agreement, the word "Property" shall mean all data, information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

10.2 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.

10.3 Disclosure of data, information and other records shall be governed by N.H. RSA chapter 91-A and/or other applicable law. Disclosure requires prior written approval of the State.

11. CONTRACTOR'S RELATION TO THE STATE. In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

12.1 Contractor shall provide the State written notice at least fifteen (15) calendar days before any proposed assignment, delegation, or other transfer of any interest in this Agreement. No such assignment, delegation, or other transfer shall be effective without the written consent of the State.

12.2 For purposes of paragraph 12, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.3 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State.

12.4 The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. INDEMNIFICATION. The Contractor shall indemnify, defend, and hold harmless the State, its officers, and employees from and against all actions, claims, damages, demands, judgments, fines, liabilities, losses, and other expenses, including, without limitation, reasonable attorneys' fees, arising out of or relating to this Agreement directly or indirectly arising from death, personal injury, property damage, intellectual property infringement, or other claims asserted against the State, its officers, or employees caused by the acts or omissions of negligence, reckless or willful misconduct, or fraud by the Contractor, its employees, agents, or subcontractors. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the State's sovereign immunity, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

Contractor Initials RD
Date 5/22

14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 commercial general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate or excess; and

14.1.2 special cause of loss coverage form covering all Property subject to subparagraph 10.2 herein, in an amount not less than 80% of the whole replacement value of the Property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or any successor, a certificate(s) of insurance for all insurance required under this Agreement. At the request of the Contracting Officer, or any successor, the Contractor shall provide certificate(s) of insurance for all renewal(s) of insurance required under this Agreement. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("*Workers' Compensation*").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. The Contractor shall furnish the Contracting Officer identified in block 1.9, or any successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. WAIVER OF BREACH. A State's failure to enforce its rights with respect to any single or continuing breach of this Agreement shall not act as a waiver of the right of the State to later enforce any such rights or to enforce any other or any subsequent breach.

17. 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 given in blocks 1.2 and 1.4, herein.

18. 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 Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

19. CHOICE OF LAW AND FORUM.

19.1 This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire except where the Federal supremacy clause requires otherwise. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

19.2 Any actions arising out of this Agreement, including the breach or alleged breach thereof, may not be submitted to binding arbitration, but must, instead, be brought and maintained in the Merrimack County Superior Court of New Hampshire which shall have exclusive jurisdiction thereof.

20. CONFLICTING TERMS. In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and any other portion of this Agreement including any attachments thereto, the terms of the P-37 (as modified in EXHIBIT A) shall control.

21. THIRD PARTIES. This Agreement is being entered into for the sole benefit of the parties hereto, and nothing herein, express or implied, is intended to or will confer any legal or equitable right, benefit, or remedy of any nature upon any other person.

22. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

23. SPECIAL PROVISIONS. Additional or modifying provisions set forth in the attached EXHIBIT A are incorporated herein by reference.

24. FURTHER ASSURANCES. The Contractor, along with its agents and affiliates, shall, at its own cost and expense, execute any additional documents and take such further actions as may be reasonably required to carry out the provisions of this Agreement and give effect to the transactions contemplated hereby.

25. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

26. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings with respect to the subject matter hereof.

Contractor Initials PD
Date 5/22

EXHIBIT A

Special Provisions

1. **UNIFORM GUIDANCE.** This contract is subject to the Uniform Guidance (2 C.F.R. 200, 2 C.F.R. 1500, 40 C.F.R. 33, and 29 C.F.R. 1, 3, and 5). The applicable provisions of 2 C.F.R. 200, 2 C.F.R. 1500, 40 C.F.R. 33, and 29 C.F.R. 1, 3, and 5 as amended are considered legally binding and enforceable documents under this agreement. The New Hampshire Department of Energy (Department) 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 Solar for All Program and prime grant agreement.
2. **STATUTORY AUTHORITY.** This contract is subject to the 2023 Consolidated Appropriations Act (PL 117-328), Clean Air Act: Sec. 134(a)(1), and the National Environmental Policy Act: Sec. 102(2)(1). The applicable provisions of the 2023 Consolidated Appropriations Act (PL 117-328), Clean Air Act: Sec. 134(a)(1), and the National Environmental Policy Act: Sec. 102(2)(1) as amended are considered legally binding and enforceable documents under this agreement. The State reserves the right to use any legal remedy at its disposal including, but not limited to, disallowance of costs or withholding of funds.
3. **ALLOWABLE USES.** Subrecipient shall use funds solely for allowable purposes as set forth in paragraph 2.1 and as defined in the Inflation Reduction Act, for which the Subrecipient has not received payment or reimbursement from any other source.
4. **TERMS AND CONDITIONS.** The terms and conditions of the prime grant agreement, as set forth in the State of New Hampshire's ("State") Notice of Award (See Attachment A) (FAIN: 84091301) are incorporated herein and made part of this Agreement as if set forth in full.

The legally binding and enforceable documents under this contract include, but are not limited to, the following terms and conditions set forth in the Notice of Award:

- a) Cybersecurity Condition
- b) Competency Policy
- c) Public or Media Events
- d) Geospatial Data Standards
- e) Real Property
- f) Disposition
- g) Recordation
- h) Use of Logos
- i) Foreign Entity of Concern
- j) Contracts for Delivery of Financial Assistance

- k) Consumer Protection Requirements
- l) Uniform Relocation Assistance and Real Property Acquisitions Policies
- m) Remedies for Non-Compliance
- n) Indirect Cost Rate
- o) Audits

5. EPA GENERAL TERMS AND CONDITIONS. This agreement is subject to the EPA General Terms and Conditions, which may be periodically updated. The current version is available at: EPA General Terms and Conditions effective October 1, 2024 or later. Subrecipient agrees to comply with all applicable provisions of the EPA General Terms and Conditions as they may be amended from time to time, with special attention to any provisions updated after October 1, 2024. Updates to the EPA General Terms and Conditions shall be automatically incorporated into this agreement without the need for a formal amendment.

6. AUDIT REQUIREMENTS. To the extent required to comply with 2 CFR 200, Subpart F - Audit Requirements, Subrecipient shall complete a Single Audit at the end of each of the Subrecipient's fiscal years when the award was spent. Subrecipient shall provide a copy of any Single Audit report for the period of this grant to the State concurrently with submission.

If required, the audit report shall include a schedule of prior year's questioned costs along with a response addressing 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 the State within one month of the time of receipt by the Subrecipient accompanied by an action plan, if applicable, for each finding or questioned cost.

The costs charged under this contract shall be determined to be allowable or unallowable pursuant to the cost principles detailed in 2 CFR 200 Subpart E - Cost Principles.

Subrecipient shall provide access to subaward records so that the pass-through entity and Federal auditors may verify compliance with 2 CFR 200.332 as well as 2 CFR Part 200, Subpart D, Post Federal Award Requirements for Financial and Program Management, and 2 CFR Part 200, Subpart F, Audit Requirements.

Examples of records include:

- a) Subrecipient financial statements and reports
- b) Performance reports including information on environmental results
- c) Audit findings

7. UNIQUE ENTITY IDENTIFIER (UEI) AND SYSTEM FOR AWARD MANAGEMENT (SAM) REQUIREMENTS. Pursuant to 2 CFR 25, subrecipient shall: (i) Be registered in SAM.gov; (ii) provide a valid Unique Entity Identifier (UEI); and (iii) continue to maintain an active SAM.gov registration with current information throughout the performance of this Award. Exhibit J shall be returned completed with the executed Grant Agreement and must be received completed before any disbursement can be made.

Subrecipient shall require that all subawards to entities or organizations have a valid UEI before any subaward is finalized.

8. **DEBARMENT AND SUSPENSION.** By entering into this Agreement, Subrecipient certifies that it is not suspended, debarred, or otherwise excluded from receiving federal funds. Subrecipient shall complete the debarment certification included as Exhibit F of this Award.

Subrecipient shall not enter into any subaward without confirming that the entity is not debarred, suspended, or otherwise ineligible. Eligibility can be checked on SAM.gov. This requirement applies to all covered transactions identified in 2 CFR 180 by subrecipients of any tier, and any subaward agreement executed by Subrecipient shall include a term imposing this requirement on any subrecipients.

Subrecipient shall not enter into any contracts with a value of over \$25,000 without confirming that the contractor is not debarred, suspended, or otherwise ineligible. Eligibility can be checked on SAM.gov. Subrecipient shall include in any such contracts a term which extends this requirement to subcontractors.

9. **SUBAWARDS, CONTRACTS, AND OTHER AGREEMENTS.** Notwithstanding section 15 of the General Provisions of this Agreement, Subrecipient is authorized to make contracts, subawards and other agreements using the funds provided under this agreement.

Subrecipient shall develop and use a template for subawards, contract, or other agreements as applicable that shall be subject to review and approval by the State before it is used by the Subrecipient in order to ensure that the subawards, contracts, or other agreements are consistent with the United States Environmental Protection Agency (U.S. EPA), guidance and the terms and conditions of the Federal Award Agreement and of this Agreement.

Subrecipient shall explicitly incorporate, or cause to be incorporated, in each subaward, contract or subcontract, or other agreement the relevant provisions of this Agreement pertaining to site access, oversight, reporting, and compliance or provisions that mirror the intent and purpose of such clauses to ensure that the State retains the same level of oversight over the use of grant funds in the subaward, contract or subcontract, or other agreement as it does under this Agreement.

Existing contracts may be used by Subrecipient only if those contracts are fully compliant with all U.S. EPA requirements, including the procurement and recordkeeping requirements in 2 CFR 200, Subpart D. Copies of existing contracts shall be submitted to the State upon request.

10. **FURTHER RECORDS AND ACCOUNTS.** Between the Effective Date and the 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, program and financial records pertaining to this contract should be retained. Unless otherwise required by the terms of this Agreement or the State, at any time during the Subrecipient's normal business hours, and as often as the State, the U.S. EPA or Office of Management and Budget (OMB) shall demand, the Subrecipient shall make available to the State, the U.S. EPA, or OMB, all records pertaining to matters covered by this Agreement. The Subrecipient shall permit the State, the U.S. EPA, or OMB, to audit, examine, and reproduce such records, and to make audits of all contracts, invoices, materials, payrolls, personnel records, data (as that term in here define), and other information relating to all matters covered by this Agreement. As used in this paragraph, "Subrecipient," includes all persons, natural or fictional, affiliated with, controlled by, or under common ownership with, controlled by, or under common ownership with, the entity identified as the Subrecipient in Paragraph 1.3 of the General Provisions of this Agreement.

11. NOTICES. Notices of default shall be delivered as set forth in section 19 of the General Provisions of this Agreement. All other notices and reporting shall be by electronic means to the following email address for each party:

Subrecipient: New Hampshire Housing Finance Authority

NAME: Rob Dapice

EMAIL: rdapice@nhhfa.org

State of New Hampshire: Department of Energy

NAME: Joshua Elliot

EMAIL: Joshua.W.Elliot@energy.nh.gov

Each party shall be responsible for notifying the other of any change in the person and e-mail address for notices. The State shall have the right to issue periodic notices, memos, and updated reporting forms and information.

It is important to note that in addition to being precluded from all first-tier contracts and all contracts requiring EPA approval in accordance with 2 CFR 180.220 under 2 CFR 1532.220 suspended or debarred parties may not receive EPA funded contracts in excess of \$25,000 at any tier. Also, at 2 CFR 1532.995 EPA has identified activities that suspended or debarred parties may not perform as a "Principal" in EPA financial assistance agreements and subawards.

12. REQUIRED CONTRACT TERMS. In addition to any other provisions required by federal, state, or local law, by this Agreement, or by the prime award agreement between the EPA and the State of New Hampshire, Subrecipients must:
- a) abide by the following terms, as applicable, and;
 - b) include the following terms in all contracts and subawards issued under this award, as applicable.

A. Termination for Cause and Convenience

Any contract issued under this subaward with a value in excess of \$10,000 (ten thousand dollars) must address termination for cause and for convenience by the Subrecipient, including the manner by which it shall be affected and the basis for settlement.

B. Nondiscrimination Laws and Social Policies

The requirements described in this section, when applicable, apply to the organization receiving EPA financial assistance itself, rather than the project receiving EPA funding. Most EPA financial assistance recipients and subrecipients are subject to the laws and policies described below. As provided in 2 CFR 200.300, the general terms and conditions of EPA grants implement these requirements. This list of nondiscrimination and social policy requirements is for informational purposes only and is not intended to provide guidance on compliance in the context of a particular EPA assistance agreement. If it appears that one or more of these requirements may apply, pass-through entities should consult with their EPA Project Officer for advice.

C. Non-Discrimination Laws

Title VI of the Civil Rights Act of 1964, Section 13 of the Federal Water Pollution Control Act Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, The Age Discrimination Act of 1975. These four laws prohibit discrimination in the provision of services or benefits, on the basis of race, color, national origin, disability or age, in programs or activities receiving federal financial assistance.

Pursuant to EPA's regulations on "*Nondiscrimination in Programs receiving Federal Assistance from the Environmental Protection Agency*," in 40 CFR Part 5 and 40 CFR Part 27 the pass-through entity must agree, and require all subrecipients to agree, not to discriminate on the basis of race, color, national origin, disability or age. The fact that the regulations do not address discrimination on the basis of age *does not* exempt recipients from compliance with the later-enacted Age Discrimination Act.

E. Executive Order 13798

Executive Order 13798 established a policy of promoting free speech and religious liberty. It reinforces the requirement that religious organizations be allowed to participate in Federal financial assistance programs on an equal footing with other organizations without being required to alter their religious character. States or other public grantees may not condition subawards in a manner that would disadvantage grant applicants based on their religious character.

F. Disadvantaged Business Enterprises

EPA regulations at 40 CFR Part 33, "Participation by Disadvantaged Business Enterprises in U.S. Environmental Protection Agency Programs" set forth requirements for making good faith efforts to ensure that Disadvantaged Business

Enterprises, receive a fair share of contracts awarded with funds provided by EPA financial assistance agreements. These requirements apply to subrecipients in accordance with 40 CFR 33.102 and the definition of "Recipient" in 40 CFR 33.103.

G. Clean Air Act and Clean Water Act

Section 306 of the Clean Air Act (CAA) and section 508 of the Clean Water Act (CWA), as implemented by Executive Order 11738 (1973), prohibit performance of Federal assistance agreements at facilities disqualified due to certain violations of the CAA or CWA. Disqualified facilities are listed in the System for Award Management. Pass-through entities must ensure that subrecipients are not disqualified and that they are aware of the requirement to check SAM, to determine if facilities that shall be used to perform contracts or subawards are listed in SAM.

H. Financial Management Policies

These policies apply to transactions financed by EPA financial assistance funds and apply to both pass-through entities and subrecipients on the basis of either regulatory requirement or the General Terms and Conditions (T&C) of the pass-through entity's agreement with EPA. Pass-through entities should consult with their EPA Project Officer for advice if they have questions regarding how these policies apply to a particular subaward.

I. Limits on Fees Charged by Individual Consultants

EPA's Fiscal Year 2009 Appropriation Act (Pub. L. 111-8) restricts the amount of EPA financial assistance that recipients may use to compensate individual consultants. EPA implements this requirement at 2 CFR 1500.10(a) and the "Consultant Cap" T&C. Pass-through entities must ensure that subrecipients comply with the limitation on compensation for individual consultants through the terms of their subaward agreements or another effective means. Additional information regarding when the consultant fee limit applies is available in the "Best Practice Guide for Procuring Services, Supplies, and Equipment Under EPA Assistance Agreements" and the "Interim General Budget Development Guidance for Applicants and Recipients of EPA Financial Assistance."

J. Management Fees

EPA policy prohibits recipients and subrecipients from charging management fees or making similar arrangements to receive EPA financial assistance in excess of direct or federally approved indirect cost rates. This prohibition is implemented by the Management Fees T&C. Pass-through entities must ensure that subrecipients comply with this requirement through the terms of their subaward agreements or another effective means.

K. New Restrictions on Lobbying, 40 CFR Part 34

All recipients of EPA funds, including subrecipients, are subject to the requirements in 40 CFR Part 34. For example, pass-through entities must ensure

that subawards in excess of \$100,000 require that subrecipients submit certification and disclosure forms required by 40 CFR 34.110 and the "Lobbying and Litigation" Term and Condition.

L. Environmental Authorities

These requirements typically apply when an EPA funded project involves construction, remediation of contamination in water, soil, or buildings, and similar activities which alter the physical environment. Other environmental laws may apply to a project independent of EPA funding. Financial assistance for research, training, technical assistance and related outreach, environmental education, program operations, or installation of pollution control equipment on vehicles or vessels, are generally not affected by these requirements. Note that this list of environmental authorities is for informational purposes only and is not intended to provide guidance on compliance in the context of a particular EPA assistance agreement. If it appears that one or more of these requirements may apply, pass-through entities should consult with their EPA Project Officer for advice.

M. Protection of Wetlands, Executive Order 11990 (1973), as amended

EPA funded projects involving new construction in wetlands may implicate this Executive Order. The terms and conditions of the EPA assistance agreement may require pass-through entities to ensure that subrecipients assist EPA in determining whether a proposed project shall be located in (or affect) a wetland, and if so, evaluating practicable alternative locations for the project or other mitigation.

N. Flood Plain Management, Executive Order 11988 (1977), as amended, and Executive Order 13690 (2015)

EPA funded projects that are in or shall affect a flood plain are covered by these Executive Orders and Water Resources Council guidance. EPA assistance agreement terms and conditions may require pass-through entities to ensure that subrecipients work with EPA to evaluate practicable alternatives or other mitigation to reduce flood risks and protect flood plains.

O. Farmland Protection Policy Act

This statute requires EPA to use criteria developed by the Natural Resources Conservation Service (NRCS) to identify the potential adverse effects of Federal programs on farmland and its conversion to nonagricultural uses, to mitigate these effects, and to ensure that programs are carried out in a manner that is compatible with the farmland preservation policies of state and local governments, and private organizations. Pass-through entities and their subrecipients may need to work with EPA or NRCS, as appropriate, to ensure compliance.

P. Coastal Zone Management Act

This statute requires EPA to ensure that Agency funded activities in coastal areas are consistent with state coastal zone management plans that have been approved

by the Department of Commerce. Pass-through entities and subrecipients should consult directly with the state Coastal Zone Management agency during the planning stages to ensure that the EPA funded project shall be consistent with the state's coastal zone management plan.

Q. Coastal Barriers Resources Act

This statute restricts federal financial assistance that would encourage development in the Coastal Barriers Resources System, a collection of undeveloped and ecologically sensitive barrier formations along the Atlantic and Gulf Coasts of the United States, and the shore areas of the Great Lakes, and adjacent wetlands, marshes, estuaries, inlets, and near-shore waters. During the planning phase of a proposed project located in the Coastal Barriers Resources System, pass-through entities and subrecipients should consult with the state Coastal Zone Management agency to determine whether a proposed project will have an effect on the system, and if so, the alternative sites or mitigating measures that must be incorporated in the project's design.

R. Wild and Scenic Rivers Act

This statute prohibits federal assistance for water resource projects that would have direct and adverse effects on, invade, or unreasonably diminish, the special values of a congressionally designated wild and scenic river. Pass-through entities and subrecipients should consult with appropriate state or federal (National Park Service or Bureau of Land Management) agency to determine whether the project or any alternatives under consideration may affect a designated river.

S. Endangered Species Act (ESA)

This statute requires Federal agencies to ensure that their activities are not likely to jeopardize endangered species, adversely modify designated critical habitats, or incidentally take (injure or kill) endangered animals without authorization, in consultation with the appropriate federal wildlife agency (the U.S. Fish and Wildlife Service or National Marine Fisheries Service) as described in 50 CFR Part 402. The ESA consultation process is triggered when an action "may affect" ESA-protected species or critical habitat.

Pass-through entities and subrecipients should coordinate with EPA to ensure consultation occurs where appropriate.

T. Magnuson-Stevens Fisheries Conservation and Management Act

Magnuson-Stevens Fisheries Conservation and Management Act as amended by The Sustainable Fisheries Act of 1996 is intended to manage and conserve Essential Fish Habitats (EFH). The National Marine Fisheries Service (NMFS) administers the Act. Pass-through entities and subrecipients must coordinate with NMFS to determine whether a proposed project may adversely affect an EFH. If an action may adversely affect an EFH, the subrecipient must complete an EFH consultation with NMFS.

U. Clean Air Conformity Act

This statute prohibits any Federal assistance for an activity within a non-attainment or maintenance area that fails to conform to an applicable State Implementation Plan. Pass-through entities and subrecipients should first consult with their state air program's website to determine if an EPA funded activity is in a non-attainment or maintenance area. If the EPA funded activity is within a non-attainment or maintenance area the pass-through entity and subrecipient should consult with the state air program to determine conformity. Note that EPA regulations at 40 CFR 93.153(c) exempt a number of activities including planning, studies, technical assistance and remediation under the Comprehensive Environmental Response, Liability and Compensation Act (CERCLA).

V. Safe Drinking Water Act

Precludes the use of EPA financial assistance for projects that would contaminate sole source aquifers. Pass-through entities and subrecipients must contact state officials to determine whether a sole source aquifer is in the vicinity of the proposed project. If a sole source aquifer is in the project planning area, then the assistance recipient, in consultation with state ground water officials, must conduct investigations to determine if the aquifer could be contaminated by the project. If the project could potentially affect ground water supplies, the assistance recipient, in consultation with ground water officials, must elect an alternative site or devise adequate mitigating measures.

W. Never Contract with the Enemy (P.L. 113-91)

This statute applies only to grants and cooperative agreements that are expected to exceed \$50,000 and that are performed outside the United States, including U.S. territories, and that are in support of a contingency operation in which members of the Armed Forces are actively engaged in hostilities. The "Never Contract with the Enemy" restrictions are implemented in 2 CFR Part 180. Recipients must ensure that none of the funds, including supplies and services, received under Federal grants or cooperative agreements are provided directly or indirectly (including through subawards or contracts) to a person or entity who is actively opposing the United States or coalition forces involved in a contingency operation in which members of the Armed Forces are actively engaged in hostilities.

X. Prohibition using Federal funds for certain telecommunications and video surveillance services or equipment (Section 889 of P.L. 115-232)

This statute prohibits using Federal funds to procure equipment, systems, or services, including equipment, systems, or services produced or provided by entities identified as subject to the section 889. These entities are recorded in the System for Award Management exclusion list. Section 889 is implemented in 2 CFR 200.216 and the general terms and conditions of EPA assistance agreements. EPA recipients, subrecipients, and borrowers under EPA funded revolving loan fund programs are prohibited from obligating or expending loan or grant funds to procure or obtain; extend or renew a contract to procure or obtain; or enter into a

contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services produced by entities subject to section 889 as a substantial or essential component of any system, or as critical technology as part of any system.

13. ADMINISTRATIVE, CONTRACTUAL. OR LEGAL REMEDIES TO CONTRACT VIOLATIONS. Any contracts issued under this subaward with a value in excess of \$250,000 must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms and provide for such sanctions and penalties as appropriate.
14. RESEARCH AND DEVELOPMENT. This award shall not be used for R&D.
15. INDIRECT COST RATE. The indirect cost rate for the Department is 25.1%.
16. 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-contractor should report all suspected violations to the Department.
17. PROCUREMENT. Subrecipient 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).
18. 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 Contractor shall grant to the State and the United States Department of Energy (U.S. DOE), 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. Contractor shall provide the Department and U.S. DOE, 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.
19. PROHIBITION ON BOYCOTTING ISRAEL. For the purposes of this Section, the terms shall be defined as follows:

"Boycotting Israel" means engaging in refusals to deal, terminating business activities, or other similar commercial actions intended to limit commercial relations with persons doing business in Israel or in Israeli-controlled territories when the actions are taken (1) in compliance with or adherence to calls for a boycott of Israel other than those boycotts

to which Pub. L. No. 96-78, § 8, 93 Stat. 522 (1979) applies; or (2) in a manner that discriminates on the basis of nationality, national origin, or religion that is not based on a legitimate business reason.

If the State receives evidence that the Contractor is Boycotting Israel, the State shall determine whether the Contractor is Boycotting Israel. A statement indicating that the Contractor engaged in an action of Boycotting Israel or has taken any action of Boycotting Israel at the request, in compliance with, or in furtherance of calls to boycott Israel, may be considered as one type of evidence that the Contractor is, or has been, participating in act of Boycotting Israel. An expressive activity, alone, directed at a specific person or a governmental action may not be considered evidence of an action of Boycotting Israel.

A determination by the State that the Contractor is engaged in an action of Boycotting Israel constitutes an Event of Default.

20. **TERMINATION BY CONTRACTOR.** Paragraph 9 of the General Provisions is amended to incorporate Paragraph 9.1.1 as follows:

9.1.1 Notwithstanding paragraph 8, the Contractor may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by giving written notice to the State that the Contractor is exercising its option to terminate the Agreement. Such notice shall allow sufficient time for the State to assume all the duties and responsibilities of the Contractor or enter into a contract with another entity for a portion or all those duties and responsibilities. The State shall make a good faith effort to assume or contract to another entity those duties and responsibilities in as expeditious a manner as possible, but not to exceed thirty calendar (30) days written notice for grant program offerings and ninety (90) calendar days written notice for loan program offerings unless the Contractor agrees to a longer transition period.

EXHIBIT B

SCOPE OF SERVICES

The New Hampshire Housing Finance Authority, hereinafter "the Subrecipient," agrees to provide services to implement the Solar for All (SFA) program as detailed in this exhibit.

1. The Subrecipient shall leverage their existing programs and relationships with economically eligible communities to efficiently provide financial and technical assistance for community solar projects to these communities. Subrecipient shall use the funding to finance and install solar arrays on low-income, multi-family housing properties which they have helped finance, and shall install a number of large-scale community solar farms to be virtually net metered to residents of low-income multi-family housing. Subrecipient shall partner with the state's 18 public housing authorities to install solar on their properties as well.
2. The Subrecipient shall commit to the goals presented in the EPA NH SFA workplan (See Attachment B).
 - A. The estimated maximum number of households benefiting from the Subrecipient's Program is 3,566 households.
 - B. Carbon Emissions Avoided, based on the AVERT is 13,200 tons per year.
 - C. The new generation capacity is 2,459 MWh per year.
 - D. The Subrecipient shall be implementing an apprenticeship option into their request for proposals. The projected percentage of projects that shall be using apprenticeships is 40%.
3. The Subrecipient shall work with the Department, who shall work closely with the U.S. Department of Labor (U.S. DOL) NH Office of Apprenticeships to confirm these contractors have registered apprenticeship programs.
 - A. In the event proposers and their contractors do not have an apprenticeship program set up, the Subrecipient shall work with Department staff, who shall facilitate a meeting with the U.S. DOL NH Office of Apprenticeships and with the existing programs across the state that skill up and train workers (i.e., NHSaves, Dover School of Technology, Laconia Adult Education, Manchester Community College, IBEW Local 490).
4. The Subrecipient shall conduct outreach to developers and property owners to ensure that they understand program requirements and benefits of participation. Outreach shall consist of at least two seminars in the first six months after the program funds are received, dissemination of educational materials via email and at conferences on multi-family housing and personal outreach to developers including site visits.
5. The Subrecipient shall allow developers to propose battery systems as part of their projects and shall provide additional zero or low interest financing tied to the cost of the

batteries. The percentage of program funding allocated to batteries shall be determined during the program design phase.

6. The Subrecipient shall use the Program Planning Period to create a new funding stream for affordable housing developers to invest in solar in any one or combination of the following four ways:
 - A. To offer low-interest loans or grants to developers of new multi-family housing which include on-site solar as part of the project. Based on available data about the pipeline of federal tax credit projects forecast to be built over the next five years. The Subrecipient believes this shall result in 3-4 multi-family buildings per year being built with solar arrays, representing approximately 1.24 MW of onsite solar per year, bringing solar to approximately 277 units each year for four years. This represents approximately 5 MW of solar over the period of performance benefiting approximately 1108 households.
 - B. To offer low-interest loans, or grants to the developers of off-site community solar arrays, which shall be partnered with existing properties in the Subrecipient portfolio to serve as beneficiaries. The Subrecipient believes over the period of performance funding shall be sufficient to develop five one megawatt community solar arrays over four years, which shall result in direct household savings for 1,244 existing units in Subrecipient's portfolio.
 - C. To offer low-interest loans to property owners who have existing buildings to add on-site solar. These properties shall primarily be drawn from projects that are refinancing and rehabilitating following the end of Low-Income Housing Tax Credit compliance periods. The Subrecipient forecasts that 198 units per year shall be rehabilitated during the period of performance, and while it is difficult to predict which of these properties shall be suitable for onsite solar, the Subrecipient estimates that approximately 100 units of this portfolio may participate resulting in approximately 452 kW of installed capacity each year for four years. This represents approximately 1.80 MW of solar over the period of performance, benefitting approximately 402 households.
 - D. The Subrecipient also proposes to administer grants for deployment to the state's public housing authorities (PHAs). The PHAs own or control over 5,600 housing units – many of which are public housing. Working in collaboration with the PHAs we estimate that approximately 812 units of their portfolios may participate in a program over four years, resulting in additional 3.65 MW of installed capacity.
7. The Subrecipient has explored opportunities for low-income households in multi-family housing to own solar power systems however, it does not appear to be feasible. These systems shall either be owned by developers/property owners, or by solar companies that serve as owner/operators.
8. All of the Subrecipient's Solar for All community solar projects shall conform to the Residential-Serving Community Solar definition: a solar PV power-producing facility or solar energy purchasing program from a power-producing facility, with up to 5 MW

nameplate capacity, that delivers at least 50% of the power generated from the system to multiple residential customers within the same utility territory as the facility. There are a variety of community solar ownership models that can be considered, including community-owned solar, third party-owned community solar, and utility-owned community solar.

9. For both onsite solar and offsite community solar projects, the Subrecipient shall evaluate two options to encourage developers to adopt solar:
 - A. low interest loans, and
 - B. modest grant alone or paired with low interest loans.

Evaluation of creating a revolving loan fund and grants shall occur during the program development period (Q1 and Q2 of 2025). Low interest loans shall likely be made available to multi-family developers and property owners to help finance onsite solar arrays.

10. During the Program Planning Period, the Subrecipient shall create a working group comprised of staff as well as developers to delve further into the types of loans and grants that shall be needed to incentive the installation of solar generation systems. The working group will:
 - A. determine what types of entities are eligible for the proposed program,
 - B. determine a methodology for determining the amount of grants and loans needed to stimulate investment in solar systems,
 - C. interest rates charged, payment schedules, duration of loans, whether loans shall be forgivable, and
 - D. the anticipated value/capital stack for projects funded with loans, or, in the case of public housing authorities, grants plus loans.
11. The Subrecipient shall develop a robust program of technical assistance (TA) to familiarize building owners and project developers with the nuances of these projects and programs during the planning period.
12. The Subrecipient shall hire a full-time program manager within four to eight weeks of receiving SFA funding to provide TA such as pursuing, designing, and funding low-income solar arrays to multi-family developers and property owners.
13. The Subrecipient shall retain the services of a consultant, or consultants as needed for complex system design issues and analysis of financial costs and benefits, and/or structural engineering assessments of roof weight-bearing capacity.
14. The Subrecipient shall be developing five 1MW community solar arrays and shall need to retain the services of a consultant to assist with both program design and financial and technical analysis of proposals from solar finance/installation companies. On a limited basis, program funds may be made available for enabling upgrades, such as structural

work on building roofs that is needed before solar can be installed. Enabling upgrades shall not be used for energy efficiency measures.

15. The Subrecipient shall potentially retain the services of a single "group administrator" who shall be tasked with maintaining net-metering "groups" composed of the occupants of the Subrecipient facilities that are benefitting from the Subrecipient Solar for All community solar projects. A decision on this shall be made within the one-year Program Planning Period.
16. As a public housing agency that administers the HUD Housing Choice Voucher (HCV) Program statewide, the Subrecipient includes as part of its HCV Administrative Plan an extensive program of community engagement and outreach to organizations that serve disadvantaged and marginalized populations. During the Program Planning Period, the Subrecipient shall fold discussion of plans for implementation of Solar for All funding into this existing community engagement and outreach.
17. The Subrecipient staff extensively engages with various communities having an interest in the development of multi-family low-income housing and the preservation and improvement of existing low-income housing, including nonprofit and for-profit developers, property owners, and property management firms. As multi-family building owners express an intent to install onsite solar, the Subrecipient staff shall develop outreach materials and/or informational sessions to apprise building residents of the potential solar project.
18. The Subrecipient is already engaged in income verification and shall serve as a conduit between the state's existing Low-Moderate Income (LMI) solar structures, Solar for All projects, and solar developers. Income verification is an ongoing practice for buildings financed by the Subrecipient. Income eligibility is checked by building owners, whose records in turn are audited by the Subrecipient staff. The process of income verification for buildings seeking to participate in Solar for All shall provide no additional burdens on low-income households. The 5,600 units that are owned or controlled by the state's Public Housing Authorities (PHAs) are also ideal candidates for low-income serving solar arrays, as every resident of a PHA building is already income verified. Self-attestation of income shall not be allowed to determine eligibility to be a beneficiary of a solar array funded by this program. If a participant moves, the manager of the solar array and group host shall be informed by the utility since the electric account would no longer be active. If the participant moves within the same utility service territory, they can be enrolled in the same group, provided the participant gives the group host their new account number to be re-added to the group. If the participant moves to a different utility service territory, this shall not be possible due to the utilities billing systems.
19. The Subrecipient Multi-Family Housing On-Site and Community Solar Program must adhere to this timeline with accordance to the EPA submitted workplan.

Year 1: Program Planning Period

- A. Develop table of federal and state clean energy incentives, starting with Solar for All, for use by the Subrecipient staff as well as multi-family developers, property owners, and property management firms.
- B. Ensure that building owners avail themselves of existing incentives—Federal Investment Tax Credit, sales of Renewable Energy Certificates, depreciation, and others. Currently these incentives are not resulting in multi-family building owners investing in onsite solar arrays. Developers/property owners have indicated that an additional incentive is needed, in the form of a low-interest loan, as capital reserves are quite modest, and cash investments are difficult to fund. In the case of public housing authorities, a combination of grants and loans shall be needed.
- C. Meet with in-house multi-family energy team to discuss pairing SFA grants/loans with other federal and state clean energy incentive programs.
- D. Prepare revised program budget and narrative, and complete five-year workplan.
- E. Prepare job description for new Program Manager.
- F. Host seminar/webinar on the Subrecipient's Greener Homes Initiative and Solar for All.
 - a. Target audience: developers, property owners, property management firms.
- G. Advertise Program Manager position and interview candidates.
- H. Work with the Department to develop subaward agreement.
- I. Hire and onboard Program Manager once subaward agreement with the Department has been approved by Governor and Executive Council.
- J. Issue RFP for Program Administrator/consultant.
- K. Select Program Administrator/consultant.
- L. Resolve outstanding programmatic issues:
 - a. How to determine annual electrical costs for residents of multi-family buildings that are master metered? Or those where electrical costs are included in the rent? Or those whose apartments have electrical meters for plug load only and have very modest electricity expenses?
 - b. Develop methodology to determine 20% cost savings based on average electrical use in various multi-family buildings with differing metering systems.
 - c. Work with developers/property owners to develop mechanism for ensuring financial benefits of solar generation shall be provided to households either by direct payment, rent reduction, or provision of services or building amenities that shall benefit participating households.
- M. Resolve technical issue:
 - a. How to track electrical cost savings from onsite arrays?
- N. Draft and execute contract with Program Administrator/consultant.
- O. Determine minimum financial incentive to spur onsite solar arrays and community solar installations.
- P. Hold 1-2 stakeholder outreach meetings facilitated by Program Administrator/consultant.
- Q. Develop Program Guide for SFA onsite solar program and community solar program for approval by the Subrecipient board of directors.

- R. Develop application forms.
- S. Establish revolving loan fund.
- T. Launch onsite solar incentive program and process applications.
- U. Launch community solar incentive program, issue RFP, and review proposals.

Year 2: Program Implementation

- A. Establish revolving loan fund.
- B. Issue RFP for community solar proposals.
- C. Review community solar proposals.
- D. Award community solar grants/loans.

Year 3: Program Implementation

- A. Issue RFP for community solar proposals.
- B. Review community solar proposals.
- C. Award community solar grants/loans.

Year 4: Program Implementation

- A. Issue RFP for community solar proposals.
- B. Review community solar proposals.
- C. Award community solar grants/loans.

Year 5 – Program Implementation

- A. Issue RFP for community solar proposals.
- B. Review community solar proposals.
- C. Award community solar grants/loans.

20. Reporting And Monitoring

- A. Subrecipient shall comply with periodic project reporting and financial reporting as set forth in the terms and conditions in the State's Notice of Award (See Attachment A). The Department may request any other project information it deems necessary in compliance with state and federal reporting requirements. The Subrecipient shall comply with any such request in a timely manner.
- B. The Subrecipient shall participate in monthly meetings with the Department to discuss project progress, address any issues, and review reporting updates. These meetings shall include, but are not limited to, discussions on financial reporting, project milestones, and any other relevant topics as determined by the Department. The Subrecipient shall provide monthly reporting updates during these meetings, including but not limited to; communication with contractors and subrecipients, program implementation, reporting, technical assistance, invoicing, trainings, outreach, goal progression, workforce, and BABA and DBA compliance.
- C. The Subrecipient shall comply with any and all subrecipient monitoring processes required by the Department. This includes, but is not limited to, completion of desk review questionnaires and other information gathering tools, production of financial and transactional records, internal documents, and any other documentation the Department requests, and cooperation with site visits and

- interviews of Subrecipient's personnel or the personnel of any subgrantees, contractors, or subcontractors.
- D. Subrecipient monitoring shall take place monthly, quarterly, or semi-annually based on a risk assessment conducted by the Department. Risk level and monitoring cadence are subject to change based on Subrecipient's performance and the results of monitoring.
- E. The Department shall impose additional requirements as necessary under 2 CFR 200.208 that reflect the Department's assessment of the subrecipient's risk of noncompliance with Federal statutes, regulations, and the terms and conditions of the subaward based on the factors described at 2 CFR 200.332(b).
- a. Risk factors may include:
- I. Prior experience with same or similar subawards;
 - II. Results of previous audits;
 - III. Whether new or substantially changed personnel or systems, and;
 - IV. Extent and results of Federal awarding agency or the Department's monitoring.
- b. Examples of additional requirements authorized by 2 CFR 200.208 include:
- I. Requiring payments as reimbursements rather than advance payments;
 - II. Withholding authority to proceed to the next phase until receipt of evidence of acceptable performance within a given period of performance;
 - III. Requiring additional, more detailed financial reports;
 - IV. Requiring additional project monitoring;
 - V. Requiring the subrecipient to obtain technical or management assistance, and;
 - VI. Establishing additional prior approvals.
- F. Subrecipient shall promptly take any remedial action required by the Department as a result of any errors, omissions, or deficits identified through the reporting and monitoring process.
- G. Any additional requirements such as financial reports and performance reports the Department imposes on the subrecipient to ensure that the Department meets its own responsibilities to the EPA. As required by 2 CFR 200.415(b), the subrecipient must certify to the Department whenever applying for funds, requesting payment, and submitting financial reports: "I certify to the best of my knowledge and belief that the information provided herein is true, complete, and accurate. I am aware that the provision of false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil, or administrative consequences including, but not limited to violations of U.S. Code Title 18, Sections 2, 1001, 1343 and Title 31, Sections 3729-3730 and 3801-3812."
- H. Each such certification must be maintained by the subrecipient pursuant to the requirements of 2 CFR 200.334. This requirement applies to all tiers of subrecipients.

21. Planning Period

- A. Subrecipient's core program decisions that impact the budget (financial assistance and technical assistance) shall be clear before the subrecipient can meet the planning period term and condition, as determined by EPA and the Department. Most of these "core program decision" topics relate directly to the financial assistance approach for the subrecipient. EPA has defined the specific requirements for exiting the planning period below.
- B. Financial Assistance:
- a. Subrecipient shall define the (1) solar technologies they shall fund, (2) financial products that shall be provided, (3) who shall receive financial assistance, and finally (4) how funding/benefit shall flow to households to meet the planning period term and condition for financial assistance. Determining other details of the financial assistance can be included in the workplan as tasks.
- C. Technical Assistance:
- a. Subrecipient shall define certain aspects of technical assistance before the planning period term and condition can be met. Specifically, the types of technical assistance that shall be delivered, should be defined. However, determining the details of the technical assistance can be included as tasks.
- D. Other Tasks
- a. Other program components, besides the key program financial assistance and technical assistance decisions, can be outlined as tasks in the workplan and be considered approved workplan components. For tasks to be sufficient to meet the planning period term and condition, the EPA Project Officer, in line with the terms and conditions, shall need to approve that the tasks adequately detail the work that shall be done to execute the aspects of the program the subrecipient committed to in their selected application and approved workplan. Tasks should outline how the subrecipient shall get to an eventual final program design and financial assistance execution. Tasks and accompanying narrative descriptions should demonstrate a clear step by step process to meet any workplan elements and stated end goals of the program not already addressed in the workplan.
- E. Household Savings Plan
- a. Household savings tasks shall outline (step by step) how the subrecipient is getting to a methodology, if not included in approved workplan. Subrecipient tasks in the timeline, and supporting workplan text, shall address the following:
- I. For each of the financial products the subrecipient is providing, outline the steps to develop a household savings approach. This could include but is not limited to utility engagement, community outreach, cash flow modeling, capital stack development, and any other tasks needed to effectively compile an approach that shall result in 20% savings.

- II. Define how the subrecipient shall track household savings for reporting (i.e. how you shall determine and collect the data you shall use to calculate savings.).
 - III. Determine what agreements or structures grantees shall have to ensure 20% saving with the implementors/third party operators (TPOs) or households.
 - IV. Determine how grantees shall ensure verification, auditing, and evaluation of savings data.
- F. Planning Period Grantee Submission Process
- a. When submitting revised workplans, the subrecipient shall:
 - I. Make updates directly to the workplan document and timeline. The timeline should reflect any updates to the workplan. The EPA Project Officer shall review both documents.
 - II. Email both a red-line and clean version of the revised workplan documents to the Department, who shall send the documents to the EPA Project Officer for the grant file as well as the revised and original timeline.
 - III. Submission of updates shall be done as sections of the workplans are completed and after all planning period components are addressed.
 - IV. The EPA Project Officer shall respond over email, with the Department, confirmation of meeting the term or condition or if more information is needed. The Department shall pass along any responses from the EPA Project Officer.

EXHIBIT C

PAYMENT TERMS

1. This grant agreement commences upon approval by Governor and Executive Council and concludes on April 30, 2029.
2. In consideration of the satisfactory performance of the obligations described in Exhibit B, the State agrees to pay an amount not to exceed \$23,195,491 (Contracted Amount) to the Subgrantee pursuant to the terms and conditions specified in this Exhibit C.
3. The Subgrantee shall use \$20,966,843 for financial assistance as approved by EPA. Section 134(a)(1) of the Clean Air Act directs that funds are used to provide financial assistance to enable eligible communities to deploy or benefit from zero-emissions technologies. Consistent with the definition of Federal financial assistance in 2 CFR 200.1, Financial Assistance means financial products, including debt (such as loans, partially forgivable loans, forgivable loans, zero-interest and below-market interest loans, loans paired with interest rate buydowns, secured and unsecured loans, lines of credit, subordinated debt, warehouse lending, and other debt instruments), credit enhancements (such as loan guarantees, loan guarantee funds, loan loss reserves, and other credit enhancement instruments that are not acquisitions of intangible property), subgrants, subsidies, and rebates.
4. The Subgrantee shall use no less than \$494,000 for technical assistance as approved by EPA. Section 134(a)(1) of the Clean Air Act directs that funds are used to provide for "technical assistance." Technical assistance is defined as "Project-Deployment Technical Assistance" and is services and tools provided by the Subgrantee to enable eligible communities to overcome non-financial barriers to rooftop community solar deployment or build the capacity of communities and businesses to deploy solar. Examples of these services and tools include workforce training, participant outreach and education, project deployment assistance such as siting, permitting, and interconnection support, coordination with utilities for the purposes of project deployment, distributed solar deployment training for developers, and other services and tools that enable eligible communities to deploy or benefit from community solar.
5. The Subgrantee shall use no more than \$1,734,648 for program administrative activities as approved by EPA. Consistent with 2 CFR 200.403, expenditures such as program administration costs are allowable under federal awards provided they are necessary and reasonable for the performance of the award – in this program, for the provision of financial assistance and project-development technical assistance. Expenditures for program administration activities could include those for program performance, financial and administrative reporting, and compliance, including but not limited to activities to support, monitor, oversee, and audit subrecipients, contractors, and program beneficiaries.

6. Drawdowns from the total Contracted Amount will be paid to the Subgrantee only after written documentation of cash need is submitted to the Department. The Subgrantee must make timely payments to (sub)contractors in accordance with the contract provisions. Final invoicing is due to the Department by April 15, 2029.
7. Payment to the Subgrantee may be on a cost-reimbursement basis.
 - a. Invoices must state that the funds are being requested for reimbursement.
 - b. Each reimbursement request shall provide a detailed listing of expenses incurred with supporting documentation for financial and technical assistance and program administrative activities.
 - c. The Subgrantee shall document all expenditures for which reimbursement is requested with appropriate back-up documentation, including, but not limited to, receipts, invoices, bills, and other similar documents for all recipients of assistance, project vendors, contractors, and subcontractors.
 - d. This includes expenses incurred by subcontractors employed on construction projects funded through the grant.
 - e. The Subgrantee's reimbursement requests shall not include the costs of any deposits or prepayments for equipment or materials ordered or procured for the project unless and until such items have been:
 - i. delivered to the project site and incorporated into the project, or
 - ii. delivered to the project site for incorporation into the project, or
 - iii. used at the project site for the purpose(s) obtained.
 - f. Costs incurred prior to final grant agreement approval by the Governor and Executive Council are not eligible for reimbursement.
8. Payment to the Subgrantee, if necessary, may be advanced to the Subgrantee but must be limited to the minimum amounts needed and be timed with actual, immediate cash requirements of the Subgrantee.
 - a. Invoices must state that the funds are being requested for advance payment.
 - i. Each advance payment request shall provide a detailed listing of expenses incurred with supporting documentation for financial and technical assistance and program administrative activities.
 - b. Any funds advanced shall be disbursed by the Subgrantee within 30 days from receipt.
 - c. Subsequent invoices must include documentation showing that funds were expended within 30 days of receipt of payment.
 - i. Invoices must be provided within 30 days of disbursement of funds by the Subgrantee.
 - ii. The Subgrantee shall document all expenditures for which advance payment is requested with appropriate back-up documentation, including, but not limited to, receipts, invoices, bills, and other similar documents for all recipients of assistance, project vendors, contractors, and subcontractors.

- d. The Subgrantee shall maintain a separate account for advance funds.
 - i. Bank statements of this account must be provided by the 30th of each month.
 - ii. Bank statements demonstrating interest accrued of any amount above \$500 must be returned to the State.
 - e. The Subgrantee shall not enable use of a sweep account to move unexpended funds.
 - f. This includes expenses incurred by subcontractors employed on construction projects funded through the grant.
 - g. Advance payment is contingent upon all conditions being met, failure to meet conditions would result in the use of cost-reimbursement requests only.
9. Before the Department makes any payment for any invoice submitted by the Subgrantee, the Subgrantee must provide documentation demonstrating that all iron, steel, manufactured products, and construction materials incorporated into or to be incorporated into the project are in full compliance with the provisions of Exhibit K (Build America, Buy America) unless a Waiver has been submitted and approved by the EPA for these materials.
10. The Department may, as a function of its administrative oversight, modify the contracted budget amounts as necessary to ensure the efficient operation of the New Hampshire Solar for All Program as long as these modified expenditures do not exceed the Contracted Amount total as specified above.
11. The share of financial assistance expended on enabling upgrades cannot exceed 20% of the financial assistance (not total budget) over the lifetime of the program. Enabling upgrades must satisfy all of the following criteria to be eligible: (1) an investment in energy or building infrastructure and (2) necessary to deploy or maximize the benefits (i.e., financial savings or resiliency benefits) of a community solar project.
12. 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.
13. **FEDERAL AWARD IDENTIFICATION**
- a. This Award is a federal subaward. Subrecipient is a federal subrecipient of the Department's Solar for All (SFA) Funds, as identified below:
 - i. Subrecipient's name (as registered in SAM.gov): New Hampshire Housing Finance Authority
 - ii. Subrecipient's Unique Entity Identifier (UEI): JBJNS6KTGE86
 - iii. Subaward Period of Performance: May 1, 2024, to April 30, 2029
 - iv. Subaward Budget Period: May 1, 2024, to April 30, 2029
14. Closeout shall be completed by July 1, 2029 (60 days after the end of the project period) in a manner compliant with federal guidance. The closeout process may include, but shall not be limited to, a final performance report and review process, a final compliance monitoring process, a request by the State for any Award-related documentation not yet

provided, and a final reconciliation of all costs incurred, and Award funds expended. Subrecipient shall comply with all closeout requirements in a timely manner, and in any case no more than 30 days after a request for a response.

15. EXPIRATION OF AWARD

- a. Any portion of the Award not expended by subrecipient for allowable costs by April 30, 2029, shall lapse and not be paid or shall be returned to the State.

NEW HAMPSHIRE DEPARTMENT OF ENERGY

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS
ALTERNATIVE I - FOR SUBRECIPIENTS OTHER THAN INDIVIDUALS

EXHIBIT D

The Subrecipient 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 Subrecipient's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification.

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 Subrecipients (and by inference, sub-grantees and sub-Subrecipients), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a Subrecipient (and by inference, sub-grantees and sub-Subrecipients) 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. Subrecipients using this form should send it to:

Lucia Roth, Solar for All Program Manager
Christopher Collins, Solar for All Program Manager
New Hampshire Department of Energy, 21 South Fruit Street, Suite 10, Concord, NH 03301

- (A) The Subrecipient 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 Subrecipient'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 Subrecipient'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;
 - (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

NEW HAMPSHIRE DEPARTMENT OF ENERGY

EXHIBIT E

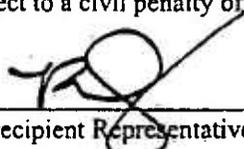
CERTIFICATION REGARDING LOBBYING

The Subrecipient 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 Subrecipient's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification.

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-Subrecipient).
- (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-Subrecipient), 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.

| | |
|---|-------------------------------------|
|  | Executive Director/CEO |
| Subrecipient Representative Signature | Subrecipient's Representative Title |
| New Hampshire Housing Finance Authority | 05/22/2025 |
| Subrecipient Name | Date |

NEW HAMPSHIRE DEPARTMENT OF ENERGY

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

EXHIBIT F

The Subrecipient 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 Subrecipient's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

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 Department 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 the Department 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 Department 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 the Department.
- (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 the Department, 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, the Department 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.

| | |
|---|-------------------------------------|
|  | Executive Director/CEO |
| Subrecipient Representative Signature | Subrecipient's Representative Title |
| <hr/> | <hr/> |
| New Hampshire Housing Finance Authority | 05/22/2025 |
| Subrecipient Name | Date |

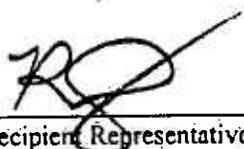
NEW HAMPSHIRE DEPARTMENT OF ENERGY

EXHIBIT G

CERTIFICATION REGARDING THE
AMERICANS WITH DISABILITIES ACT COMPLIANCE

The Subrecipient identified in Section 1.3 of the General Provisions agrees by signature of the Subrecipient'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 Subrecipient agrees to make reasonable efforts to comply with all applicable provisions of the Americans with Disabilities Act of 1990.

| | |
|---|-------------------------------------|
|  | Executive Director/CEO |
| Subrecipient Representative Signature | Subrecipient's Representative Title |
| New Hampshire Housing Finance Authority | 05/22/2025 |
| Subrecipient Name | 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/Subrecipient certifies that it will comply with the requirements of the Act.

The applicant/Subrecipient 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 sub-Subrecipients shall certify accordingly.

| | |
|---|-------------------------------------|
|  | Executive Director/CEO |
| Subrecipient Representative Signature | Subrecipient's Representative Title |
| New Hampshire Housing Finance Authority | 05/22/2025 |
| Subrecipient Name | 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. DOE, 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.

New Hampshire Housing Finance Authority (Hereinafter called the "Subrecipient") 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 Subrecipient agrees to assure that no person in the United States shall, on the ground of race, color, national origin, 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 Subrecipient receives Federal assistance from the U.S. DOE.

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 Subrecipient by the U.S. DOE, this assurance obligates the Subrecipient 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 Subrecipient for the period during which it retains ownership or possession of the property. In all other cases, this assurance obligates the Subrecipient for the period during which the Federal assistance is extended to the Subrecipient by the U.S. DOE.

Employment Practices

Where a primary objective of the Federal assistance is to provide employment or where the Subrecipient's employment practices affect the delivery of services in programs or activities resulting from Federal assistance extended by the Department, the Subrecipient agrees not to discriminate on the ground of race, color, national origin, 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 Subrecipient 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 Subrecipient agrees to compile and maintain information pertaining to programs or activities developed as a result of the Subrecipient's receipt of Federal assistance from the U.S. DOE. 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, 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, 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 U.S. DOE to be relevant to the obligation to assure compliance by recipients with laws cited in the first paragraph of this assurance.

The Subrecipient agrees to submit requested data to the U.S. DOE regarding programs and activities developed by the Subrecipient from the use of Federal assistance funds extended by the U.S. DOE. Facilities of the Subrecipient (including the physical plants, buildings, or other structures) and all records, books, accounts, and other sources of information pertinent to the Subrecipient'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 U.S. DOE 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 Subrecipients by the U.S. DOE, including installment payments on account after such date of application for Federal assistance which are approved before such date. The Subrecipient 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 Subrecipient, 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 Subrecipient.

Subrecipient Certification

The Subrecipient 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 Subrecipient upon written request to the Department).

Representative Name and Title: Robert Dapice, Executive Director/CEO

Signature: 

Date: 05/22/2025

Subrecipient name, address, phone number:

New Hampshire Housing Finance Authority
Attn: Rob Dapice
32 Constitution Dr
Bedford, NH 03110
603-310-9242

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 \$30,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of \$30,000 or more. If the initial award is below \$30,000 but subsequent grant modifications result in a total award equal to or over \$30,000, 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 Department 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 / ALN program number for grants
5) Program source
6) Award title descriptive of the purpose of the funding action
7) Location of the entity
8) Principal 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 Subrecipient 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 Subrecipient's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

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

Signature of Robert Dapice, Executive Director/CEO
Authorized Subrecipient Representative Name & Title
New Hampshire Housing Finance Authority
Date 05/22/2025

NEW HAMPSHIRE DEPARTMENT OF ENERGY

EXHIBIT J

FORM A

As the Subrecipient 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: JBJNS6KTGE86

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?

X 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 COMPLIANCE

The Subrecipient 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 U.S. DOE 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 Department, Subrecipients and/or Contractors 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."

The Build America, Buy America Act – Public Law 117-58, requires the EPA to ensure that for any activity related to the construction, alteration, maintenance, or repair of infrastructure, "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." (P.L. 117-58, Secs 70911 – 70917).

The Recipient is bound to the *EPA Build America, Buy America General Term and Condition*, which outlines the Build America, Buy America (BABA) requirements that all Recipients of EPA Financial Assistance awards must comply with.

Under the Greenhouse Gas Reduction Fund, BABA requirements apply to forms of Financial Assistance that directly fund and are directly linked to specific infrastructure projects that were not completed prior to the date the Recipient's award funds were obligated by the EPA.

EPA interprets the definition of infrastructure consistent with 2 CFR 184 and M-24-02 (memorandum dated as of October 23, 2023), including the "public function" test, when determining whether projects qualify as public infrastructure, based on the Civil Rights Act definition of public accommodation.

The following types of Greenhouse Gas Reduction projects are deemed infrastructure for the purposes of BABA applicability:

1. The public infrastructure portion of any property (e.g., retail in a mixed-use multi-family property) where the principal purpose of the Financial Assistance is to directly benefit such portion of the property;
2. Privately-owned commercial buildings when they meet the "public function" test;
3. Residential-serving community solar projects, which EPA deems "structures, facilities, and equipment that generate, transport, and distribute energy" per 2 CFR 184.4(c).

The following types of Greenhouse Gas Reduction projects are not deemed infrastructure for the purposes of BABA applicability:

1. Single family homes;
2. Privately-owned, non-mixed-use, multi-family housing properties;
3. Privately-owned residential portions of mixed-use properties;

4. Any privately-owned, behind-the-meter energy generation and storage project that does not otherwise meet the definition of infrastructure.

The inclusion of the following types of funding, support, guarantee, or sponsorship in the funding stack of any Greenhouse Gas Reduction fund project does not trigger BABA, in and of itself or in combination:

1. Low-Income Housing Tax Credit (LIHTC);
2. Fannie Mae and Freddie Mac Backed Multifamily Mortgages;
3. Federal Housing Administration Insured Multifamily Mortgages;
4. HUD Section 8 Funding;
5. Other Federal, State, Tribal, or Local Housing Assistance Funding Sources: in general, subsidies issued by federal, state, Tribal, or local housing assistance funding sources that do not confer equity or ownership stakes for the governmental funding source do not trigger BABA applicability.

BABA applicability is assessed at the time of provision of Financial Assistance based on the terms, limitations, and requirements of the Financial Assistance. Applicability does not change retroactively based on a change of use (e.g., if a ground floor apartment is re-zoned for a restaurant). Recipients may not temporarily modify or mischaracterize usage to intentionally avoid BABA compliance.

If the Recipient encounters a situation that presents uncertainties regarding Build America, Buy America applicability under this Assistance Agreement, the Recipient must discuss the situation with the EPA Project Officer before authorizing work on the project.

Definitions:

1. **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 Contractor should contact the Department. The Department will consult with the U.S. DOE which will render a determination.

2. **Project** means the construction, alteration, maintenance, or repair of infrastructure in the United States.
3. **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.
4. **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 Contractor 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 Contractor and its subcontractor, subgrantee, or other person, firm, or corporation, will provide the best available documentation illustrating compliance with the Buy America Preference. The Department reserves the right to request additional information from the Contractor 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 Department.

Waivers:

The U.S. Environmental Protection Agency (EPA) is issuing a temporary, limited nonavailability partial waiver of the manufactured product requirements of Section 70914(a) of the Build America, Buy America Act (BABA) included in the Infrastructure Investment and Jobs Act (IIJA) (Pub. L. No. 117-58) for domestically assembled solar modules used in federal financial assistance awarded for infrastructure projects by the Office of Greenhouse Gas Reduction Fund (OBBRF) within the Solar for All (SFA) program to specifically named entities.

This waiver requires domestic assembly versus a waiver of the full manufactured product requirements, which would allow assembly to occur outside the United States. This waiver is intended to provide time needed for domestic solar module manufacturing capability to meet demand for BABA-compliant solar modules by supporting and encouraging continued investments while bringing the benefits of solar power to OGGRF’s financial assistance recipients within the SFA program.

The waiver applies on or after January 10, 2025, until December 31, 2025, for all new solar modules with Final Assembly in the United States. Solar modules where final assembly occurred outside the United States are not eligible for coverage under this waiver. "Final Assembly" means all operations involved in the transformation of individual solar cells and all other module components into a fully functional encapsulated module. For recipient expenditures to be covered by this waiver, the solar modules will need to be installed by June 30, 2026. "Installed by" means modules being permanently fastened to an outdoor support structure at the project site. This requirement only applies to solar modules covered by this waiver and has no bearing on compliance determinations for other products nor for solar modules not covered by this waiver. For awards and amendments that otherwise meet the criteria of the waiver but were obligated prior to January 10, 2025, the waiver applies to eligible expenditures incurred on or after January 10, 2025, until December 31, 2025.

Duration of Waiver:

This waiver applies to expenditures on solar panels made on or after January 10, 2025, until December 31, 2025, so long as those panels are installed by June 30, 2026.

Contract Requirements with Contractors:

All contracts must have a clause requiring compliance with the BABA requirements.

The Subrecipient acknowledges to and for the benefit of the Owner and the Funding Authority that it understands the goods and services under this Agreement are being funded with federal monies and have statutory requirements commonly known as "Build America, Buy America;" that requires all of the iron and steel, manufactured products, and construction materials used in the project to be produced in the United States ("Build America, Buy America Requirements") including iron and steel, manufactured products, and construction materials provided by the Subrecipient pursuant to this Agreement.

The Subrecipient hereby represents and warrants to and for the benefit of the Owner and Funding Authority:

1. the Subrecipient has reviewed and understands the Build America, Buy America Requirements,
2. all of the iron and steel, manufactured products, and construction materials used in the project will be and/or have been produced in the United States in a manner that complies with the Build America, Buy America Requirements, unless a waiver of the requirements is approved, and;
3. the Subrecipient will provide any further verified information, certification or assurance of compliance with this paragraph, or information necessary to support a waiver of the Build America, Buy America Requirements, as may be requested by the Owner or the Funding Authority.
4. the Subrecipient has reviewed and understands the requirements of:
 - A. Build America, Buy America Act (BABA) Implementation Procedures for EPA Office of the Greenhouse Gas Reduction Fund (OGGRF) (See Attachment C)
 - B. January 10, 2025 Nonavailability waiver of Section 70914(a) of P.L. 117-58, Build America, Buy America Act

Notwithstanding any other provision of this Agreement, any failure to comply with this paragraph by the Subrecipient shall permit the Owner or Funding Authority to recover as damages against the Subrecipient any loss, expense, or cost (including without limitation attorney's fees) incurred by the Owner or Funding Authority resulting from any such failure (including without limitation any impairment or loss of funding, whether in whole or in part, from the Funding Authority or any damages owed to the Funding Authority by the Owner). If the Subrecipient has no direct contractual privity with the Funding Authority, as a lender or awardee to the Owner for the funding of its project, the Owner and the Subrecipient agree that the Funding Authority is a third-party beneficiary and neither this paragraph (nor any other provision of this Agreement necessary to give this paragraph force or effect) shall be amended or waived without the prior written consent of the Funding Authority.



Robert Dapice, Executive Director/CEO

Contractor Representative Signature

Authorized Contractor Representative Name & Title

New Hampshire Housing Finance Authority

05/22/2025

Contractor Name

Date

NEW HAMPSHIRE DEPARTMENT OF ENERGY

EXHIBIT L

CERTIFICATION REGARDING NHPA and ACHP COMPLIANCE

National Historic Preservation Act

The Contractor agrees to assure compliance with Section 106 of the National Historic Preservation Act (NHPA) prior to authorizing the use of funds.

Section 106 of the NHPA requires federal agencies to take into account the effects of their undertakings on historic properties and to provide the Advisory Council on Historic Preservation (ACHP) a reasonable opportunity to comment on such undertakings. Under the ACHP's regulations, consultations generally occur in the first instance with state and/or tribal historic preservation officials, with direct ACHP involvement in certain six cases. EPA funded projects with the potential to affect historic properties – i.e., properties listed in or eligible for listing in the National Register of Historic Places – may implicate this statute. This may include, for instance, EPA-funded projects that involve alteration of structures (e.g., asbestos abatement) that are historic properties or construction/remediation on culturally sensitive lands.

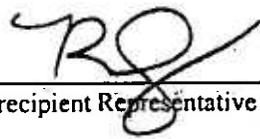
Pass-through entities should work with their Project Officer to ensure that subrecipients are available to work with EPA on any required consultation process with the State or Tribal Historic Preservation Office prior to commencing the project to ensure compliance with section 106 of the NHPA.

Archeological and Historic Preservation Act

This law applies if archeologically significant artifacts or similar items are discovered after an EPA funded construction project has begun, and compliance may be coordinated with the NHPA, discussed above. The AHPA requires federal agencies to identify relics, specimens, and other forms of scientific, prehistorical, historical, or archaeological data that may be lost during the construction of federally sponsored projects to ensure that these resources are not inadvertently transferred, sold, demolished or substantially altered, or allowed to deteriorate significantly. Pass-through entities must ensure that subrecipients performing construction projects are aware of this requirement and pass-through entities must notify EPA if the AHPA is triggered.

New Hampshire Department of Natural and Cultural Resources (DNCR)

All projects are subject to NHPA review by the DNCR.

| | |
|---|---|
|  | Robert Dapice, Executive Director/CEO |
| Subrecipient Representative Signature | Authorized Subrecipient Representative Name & Title |
| <hr/> | <hr/> |
| New Hampshire Housing Finance Authority | 05/22/2025 |
| Subrecipient Name | Date |

NEW HAMPSHIRE DEPARTMENT OF ENERGY

EXHIBIT M

DAVIS-BACON AND RELATED ACTS REQUIREMENTS

Compliance with the Davis-Bacon Wage Act and Related Acts (DBRA) is required, and it applies to contracts in excess of \$2,000 for the construction, alteration, and/or repair of public buildings or public works, including painting and decorating. DBRA is applicable to all laborers and mechanics, subrecipients, contractors, or subcontractors who must be paid wages at rates not less than those prevailing on similar projects in the locality. If a project involves work at multiple sites, with a different DBRA wage determination, the DBRA wage determination appropriate for each locality must be inserted in each contract. The prevailing wage rates are determined by the Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code and published by the U.S. Department of Labor (U.S. DOL).

Cost shall include payroll costs for employees in the direct employ of a contractor in the performance of the work under schedules of job classifications agreed upon by Contractor and Contractor. Such employees shall include, without limitation, superintendents, foremen, and other personnel employed full time on the work. Payroll costs for employees not employed full time on the Work shall be apportioned based on their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, and vacation and holiday pay applicable. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, shall be included in the above to the extent authorized by Contractor.

By accepting this award, the Contractor is acknowledging the DBRA requirements and confirming that the laborers and mechanics performing construction, alteration, or repair work on projects funded in whole or in part by awards made as a result of this RFP are paid or will be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by subchapter IV of Chapter 31 of Title 40, United States Code (Davis-Bacon Act).

Contractors must comply with all applicable Davis-Bacon Act requirements, including but not limited to:

1. Ensuring that the wage determination(s) and appropriate Davis-Bacon clauses and requirements are flowed down to and incorporated into any applicable subcontracts or subrecipient awards.
2. Ensuring that if wage determination(s) and appropriate Davis-Bacon clauses and requirements are improperly omitted from contracts and subrecipient awards, the applicable wage determination(s) and clauses are retroactively incorporated to the start of performance.
3. Being responsible for compliance by any subcontractor or subrecipient with the Davis-Bacon labor standards.
4. Receiving and reviewing certified weekly payrolls submitted by all subcontractors and subrecipients for accuracy and to identify potential compliance issues.
5. Maintaining original certified weekly payrolls for three years after the completion of the project and must make those payrolls available to the Department, U.S. EPA, or the U.S. DOL upon request, as required by 29 CFR 5.6(a)(2).

6. Conducting payroll and job-site reviews for construction work, including interviews with employees, with such frequency as may be necessary to assure compliance by its subcontractors and subrecipients and as requested or directed by the Department, U.S. EPA, or U.S. DOL.
7. Cooperating with any authorized representative of the Department, U.S. EPA, or U.S. DOL in their inspection of records, interviews with employees, and other actions undertaken as part of a U.S. DOL investigation.
8. Posting in a prominent and accessible place the wage determination(s) and Department of Labor Publication: WH-1321, Notice to Employees Working on Federal or Federally Assisted Construction Projects.
9. Notifying the U.S. DOL Contracting Officer of all labor standards issues, including all complaints regarding incorrect payment of prevailing wages and/or fringe benefits, received from the recipient, subrecipient, contractor, or subcontractor employees; significant labor standards violations, as defined in 29 CFR 5.7; disputes concerning labor standards pursuant to 29 CFR parts 4, 6, and 8 and as defined in FAR 52.222-14; disputed labor standards determinations; Department of Labor investigations; or legal or judicial proceedings related to the labor standards under this Contract, a subcontract, or subrecipient award.
10. Preparing and submitting to the Contracting Officer, the Office of Management and Budget Control Number 1910-5165, Davis Bacon Semi-Annual Labor Compliance Report, by April 21 and October 21 of each year.

Contractors must also undergo DBRA compliance training and to maintain competency in DBRA compliance. The Contracting Officer will notify Contractors of any U.S. EPA, U.S. DOL, or other sponsored DBRA compliance trainings.

The U.S. DOL offers free Prevailing Wage Seminars several times a year that meet this requirement. More information can be found here:

<https://www.dol.gov/agencies/whd/government-contracts/construction/seminars/events>.

For additional guidance on how to comply with the DBRA provisions and clauses, see the following resources:

1. <https://www.dol.gov/agencies/whd/government-contracts/construction>.
2. <https://www.dol.gov/agencies/whd/government-contracts/protections-for-workers-in-construction>.

Contract Work Hours and Safety Standards Act

The Davis-Bacon Act directs the Department of Labor to determine such locally prevailing wage rates. The Davis-Bacon Act applies to contractors and subcontractors performing work on federal or District of Columbia contracts. The Davis-Bacon Act prevailing wage provisions apply to the "Related Acts," under which federal agencies assist construction projects through grants, loans, loan guarantees, and insurance.

For prime contracts more than \$100,000, contractors and subcontractors must also, under the provisions of the Contract Work Hours and Safety Standards Act, as amended, pay laborers and mechanics, including guards and watchmen, at least one and one-half times their regular rate of pay for all hours worked over

U.S. EPA Award # 84091301; Federal Award Date: 04/22/2024

SOLAR FOR ALL; ALN# 66.959

New Hampshire Housing Finance Authority

Contractor Initials 210 Exhibit M
Date 5/22
Page 2 of 5

40 in a workweek. The overtime provisions of the Fair Labor Standards Act may also apply to DBA-covered contracts.

Contractor agrees to submit weekly payroll monitoring information and to comply with all applicable provisions of the Davis-Bacon Wage Act and Related Acts, the Contract Work Hours and Safety Standards Act, and the Fair Labor Standards Act, as amended, and the provisions of this Certificate.

DBRA Requirements for EPA Subrecipients

Recipients of EPA subawards (including loans) are considered EPA subrecipients and are required to comply with *Davis-Bacon and Related Acts (DBRA)* when entering into and managing DBRA covered contracts in excess of \$2,000. In addition, when EPA subrecipients provide further subawards, they must ensure those subrecipients are also aware of and comply with DBRA.

Program Applicability

As provided in Section 314 of the Clean Air Act (42 USC § 7614) (DBRA), Davis-Bacon Act (42 USC §§3141-3144) labor standards apply to projects assisted by grants and cooperative agreements made under the Greenhouse Gas Reduction Fund. Accordingly, all laborers and mechanics employed by contractors or subcontractors on projects assisted under this Award Agreement shall be paid wages at rates not less than those prevailing for the same type of work on similar construction in the locality as determined by the Secretary of Labor in accordance with 40 USC Subtitle II, Part A, Chapter 31, Subchapter IV (Wage Rate Requirements).

Under the Greenhouse Gas Reduction Fund, the relevant construction type and prevailing wage classifications would be "Building" or "Residential". The Secretary of Labor's wage determinations are available at <https://sam.gov/content/wage-determinations>. Under the Greenhouse Gas Reduction Fund, Davis-Bacon and Related Act requirements apply to forms of Financial Assistance that directly fund and are directly linked to specific construction projects that were not completed prior to the execution of the final binding documentation governing the use of the Financial Assistance. The Recipient must ensure that any construction work financed in whole or in part with such Financial Assistance, as defined in these Terms and Conditions, provided under this agreement complies with Davis-Bacon and Related Act requirements and the requirements of these Terms and Conditions.

Note, however, that under the Greenhouse Gas Reduction Fund, Davis-Bacon and Related Act requirements do not apply to any form of Financial Assistance which meets any of the following criteria:

- Financial Assistance which exclusively funds pre-construction (e.g. permitting or design work) or post-construction activities (e.g. subsidies for subscriptions to already constructed solar assets).
- Financial Assistance which serves end-users who are individual homeowners or tenants of single-family homes or multifamily buildings when these individual end-users ultimately select the contractor(s) and execute the contract(s) for the construction work, as opposed to the Recipient, Subrecipient, or a contractor hired by the Recipient or Subrecipient.
- Financial Assistance which serves end-users who meet the definition of Federally Recognized Tribal Entities, as defined under this Assistance Agreement, when these Federally Recognized Tribal Entities ultimately select the contractor(s) and execute the contract(s) for the construction work, as opposed to the Recipient, Subrecipient, or a contractor hired by the Recipient or Subrecipient.

Financial Assistance which serves any end-user when such Financial Assistance is less than \$250,000 for a project and the end-user ultimately selects the contractor(s) and executes the contract(s) for the construction work, as opposed to the Recipient, Subrecipient, or a contractor hired by the Recipient or Subrecipient.

If the Recipient encounters a situation that presents uncertainties regarding DBRA applicability under this Assistance Agreement, the Recipient must discuss the situation with the EPA Project Officer before authorizing work on the project.

In the event that a periodic project site visit, audit, or routine communication with a Subrecipient, Program Beneficiary, contractor, or subcontractor determines any instances of non-compliance or potential non-compliance with the requirements of this Term and Condition or the Davis-Bacon and Related Act, the Recipient agrees to promptly inform the EPA Project Officer for possible referral to the U.S. Department of Labor for guidance or enforcement action.

Consistent with the definitions at 29 CFR § 5.2, the term "construction" refers to all types of work done on a particular building or work at the site of the work by laborers and mechanics employed by a contractor or subcontractor. Additional guidance is available in the definition of the term "building or work" in 29 CFR § 5.2.

Davis-Bacon Software

The Department will provide the Subrecipient software to manage Davis-Bacon and Related Act's Compliance for all projects. The Subrecipient will be required to work with whoever is selected by the Department to oversee DBRA compliance.

EPA Subrecipient Responsibilities When Entering Into and Managing Contracts

1. Prior to Award of Contract:

- A. **Include the Correct Wage Determinations in Bid Solicitations and Contracts:**
EPA recipients are considered contracting agencies and are responsible for complying with the procedures provided in 29 CFR 1.6 when soliciting bids and awarding contracts.
- B. **Include DBRA Requirements in All Contracts: Include the following text on all contracts under this grant:**
"By accepting this contract, the contractor acknowledges and agrees to the terms provided in the *DBRA Requirements for Contractors and Subcontractors Under EPA Grants*."

2. After Award of Contract:

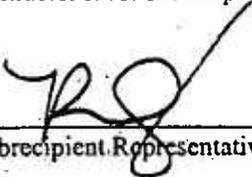
- A. **Approve and Submit Requests for Additional Wages Rates:**
Work with contractors to request additional wage rates if required for contracts under this grant, as provided in 29 CFR 5.5(a)(1)(iii).
- B. **Provide Oversight of Contractors to Ensure Compliance with DBRA Provisions:**
Ensure contractor compliance with the terms of the contract, as required by 29 CFR 5.6.

The contract clauses set forth in this Term & Condition, along with the correct wage determinations, will be considered to be a part of every prime contract covered by DBRA (see 29 CFR 5.1), and will be

U.S. EPA Award # 84091301; Federal Award Date: 04/22/2024
SOLAR FOR ALL; ALN# 66.959
New Hampshire Housing Finance Authority

Contractor Initials PD Exhibit M.
Date 5/2
Page 4 of 5

effective by operation of law, whether or not they are included or incorporated by reference into such contract, unless the Department of Labor grants a variance, tolerance, or exemption. Where the clauses and applicable wage determinations are effective by operation of law under this paragraph, the prime contractor must be compensated for any resulting increase in wages in accordance with applicable law.

| | |
|---|-------------------------------------|
|  | Executive Director/CEO |
| Subrecipient Representative Signature | Subrecipient's Representative Title |
| New Hampshire Housing Finance Authority | 05/22/2025 |
| Subrecipient Name | Date |

NEW HAMPSHIRE DEPARTMENT OF ENERGY

EXHIBIT N

Quality Assurance

Quality Assurance

Authority: Quality Assurance applies to all assistance agreements involving Environmental Information as defined in 2 C.F.R. § 1500.12 Quality Assurance.

The Department shall ensure that Subawards involving Environmental Information issued under this agreement include appropriate quality requirements for the work. The Department shall ensure Subrecipients develop and implement Quality Assurance (QA) planning documents in accordance with this term and condition; and/or ensure Subrecipients implement all applicable approved QA planning documents. EPA will not approve any QA planning documents developed by a Subrecipient; the Department is responsible for reviewing and approving its Subrecipient QA planning document(s), if required based on the Subrecipient's Environmental Information Operations.

Quality Management Plan (QMP)

- (i) The Department will adopt the GGRF draft QMP, to be updated to the final version once it is released.
- (ii) The Department has designated a Quality Assurance Manager (QAM) the contact information is posted on the Department's Solar for All webpage.

The Department must review their approved QMP at least annually. When necessary, the Department shall revise its QMP to incorporate minor changes and notify the EPA Project Officer and QAM of the changes. If significant changes have been made to the Quality Program that affect the performance of environmental information operations, it may be necessary to re-submit the entire QMP for re-approval. Conditions requiring the revision and resubmittal of an approved QMP can be found in section 6 of EPA's *Quality Management Plan (QMP) Standard*.

Quality Assurance Project Plan (QAPP)

- (i) The Department will draft and prepare a QAPP, in accordance with the current version of EPA's Quality Assurance Project Plan (QAPP) Standard,
- (ii) The Department has designated a Quality Assurance Manager (QAM).

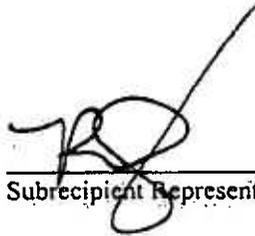
The Department must notify the Project Officer and QAM when substantive changes are needed to the QAPP. EPA may require the QAPP be updated and re-submitted for approval.

The Department must review their approved QAPP at least annually. The results of the QAPP review and any revisions must be submitted to the EPA Project Officer and the QAM at least annually and may also be submitted when changes occur.

For Reference

- *Quality Management Plan (QMP) Standard and EPA's Quality Assurance Project Plan (QAPP) Standard*; contain quality specifications for EPA and non-EPA organizations and definitions applicable to these terms and conditions.

- EPA QA/G-5: *Guidance for Quality Assurance Project Plans.*
- EPA's *Quality Program* website has a *list of QA managers, and Non-EPA Organizations Quality Specifications.*
- NH Solar for All Quality Assurance Email Address: *SFAQualityAssurance@energy.nh.gov*



Subrecipient Representative Signature

Executive Director/CEO

Subrecipient's Representative Title

New Hampshire Housing Finance Authority

05/22/2025

Subrecipient Name

Date

NEW HAMPSHIRE DEPARTMENT OF ENERGY

EXHIBIT O

Federal Anti-Discrimination Laws

By accepting this EPA financial assistance agreement, (A) the subrecipient agrees that its compliance in all respects with all applicable Federal anti-discrimination laws is material to the government's payment decisions for purposes of section 3729(b)(4) of title 31, United States Code; (B) the subrecipient certifies that it does not operate any programs promoting Diversity, Equity and Inclusion that violate any applicable Federal anti-discrimination laws; and (C) the subrecipient agrees to require all sub-subrecipients and contractors receiving funds under this agreement to comply with all applicable Federal anti-discrimination laws, ensuring that compliance flows down through all tiers of funding and operations.



Executive Director/CEO

Subrecipient Representative Signature

Subrecipient's Representative Title

New Hampshire Housing Finance Authority

05/22/2025

Subrecipient Name

Date



**NEW HAMPSHIRE
HOUSING**

CERTIFICATE OF AUTHORITY

To Whom it May Concern:

Robert B. Dapice, currently serves as New Hampshire Housing Finance Authority's Executive Director. He is a designated "officer" of New Hampshire Housing and has authorization to execute documents related to implementation of programs administered through New Hampshire Housing as outlined in New Hampshire Housing Finance Authority's Operating Policies as noted below:

The Authority's Operating Policies last revised and approved by the Board of Directors on 2/2022, provide the Executive Director with the authority to "sign any and all documents necessary or convenient to implement any activity that is delegated to the Executive Director". These policies also state that "The Executive Director is authorized to execute any and all documents necessary for the conduct of Authority business..."

This information serves as a summary of the documentation of record establishing the authority of the "Executive Director" to execute documents on behalf of New Hampshire Housing.

5/14/2025
Date


Christopher Norwood, Board Chair

State of New Hampshire
County of Hillsborough

Signed and affirmed before me on May 14th, 2025, by Christopher Norwood


Signature of Notary Public/Justice of the Peace

My Commission Expires:

**Rhannon Black
NOTARY PUBLIC
State of New Hampshire
My Commission Expires 7/24/2029**

