

**SANTA FE COUNTY  
BOARD OF COUNTY COMMISSIONERS**

**ORDINANCE NO. 2025-01**

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**AN ORDINANCE APPROVING A COMMUNITY ENERGY EFFICIENCY DEVELOPMENT (CEED) BLOCK GRANT FROM THE NEW MEXICO STATE ENERGY, MINERALS AND NATURAL RESOURCES DEPARTMENT, ENERGY CONSERVATION AND MANAGEMENT DIVISION PURSUANT TO THE CEED BLOCK GRANT ACT TO SUPPORT THE EXECUTION OF A CEED PROGRAM PROJECT, ACCEPTING THE TERMS AND CONDITIONS OF THE GRANT AGREEMENT AND AUTHORIZING THE SANTA FE COUNTY MANAGER OR DEIGNEE TO SIGN ALL DOCUMENTS NECESSARY TO ACCEPT THE CEED BLOCK GRANT.**

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**BE IT ORDAINED BY THE SANTA FE COUNTY BOARD OF COUNTY COMMISSIONERS:**

**SECTION 1. SHORT TITLE.**

This Ordinance shall be cited as "The Santa Fe County Community Energy Efficiency Development (CEED) Block Grant Ordinance" and shall be referred to herein as "the CEED Block Grant Ordinance".

**SECTION 2. PURPOSE.**

This Ordinance is adopted to implement the Santa Fe County's CEED Program project. In accordance with N.M. Const., art. IX, § 14, H.; the Community Energy Efficiency Development Block Grant Act ("Act"), § 62-17A-1, et seq. NMSA 1978; NM Energy, Minerals and Natural Resources Department ("EMNRD") rule, 19.1.10 NMAC ("rule"), the purpose of the CEED Block Grant Ordinance is to:

- (1) Provide for the approval of the Santa Fe County's CEED Block Grant;
- (2) Provide for the acceptance of the CEED Block Grant from EMNRD;
- (3) Provide for implementation of the CEED Program; and

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(4) Provide for and adopt the Terms and Conditions of the Grant approved by EMNRD pursuant to the act.

Community energy efficiency projects are projects that provide improvements to residential buildings in an underserved community that will, in the aggregate, reduce energy consumption, energy-related operating costs, carbon intensity of energy consumption, or a combination thereof. These projects will target the adoption of energy-efficient consumer behavior, equipment, or devices that result in a decrease in energy consumption without reducing the amount or quality of energy services. This includes health and safety measures, including those that use efficient equipment or devices to improve indoor air or drinking water quality.

### **SECTION 3. FINDINGS.**

**WHEREAS**, Santa Fe County is a legally and regularly created, established, organized, and existing political subdivision of the State of New Mexico; and

**WHEREAS**, the New Mexico Energy Conservation and Management Division, is responsible for implementing the CEED Program in New Mexico; and

**WHEREAS**, the CEED Program is a state program that provides funding for energy efficiency programs and projects; and

**WHEREAS**, pursuant to NMSA 1978, § 62-17A, the purpose of CEED Block Grant Act (Act) projects is to provide improvements to residential buildings in an underserved community that will, in the aggregate, reduce energy consumption, energy-related operating costs, carbon intensity of energy consumption, or a combination thereof; and

**WHEREAS**, the CEED Program project will promote general welfare and significantly benefit the quality of life of underserved communities in Santa Fe County.

**WHEREAS**, the Board of County Commissioners (BCC) wishes to accept CEED grant funding from EMNRD and authorize the County Manager or designee to execute any and all documents necessary to accept the CEED grant.

#### **SECTION 4. AUTHORITY.**

The Santa Fe County Commission enacts this Ordinance pursuant to the authority set forth in N.M. Const., art. IX and X; § 4-37-1 et seq./§ 3-17-1 et seq. NMSA 1978; § 3-18-1 et seq. NMSA 1978; § 3-45-1 et seq. NMSA 1978; § 60-13-1 et seq. NMSA 1978; § 62-17A-1, et seq. NMSA 1978; and 19.1.10 NMAC.

The Community Energy Efficiency Development (CEED) Block Grant Ordinance constitutes an exercise of Santa Fe County's independent and separate but related law enforcement, zoning, planning, environmental, fiscal and public nuisance powers for the health, safety and general welfare of Santa Fe County and its residents.

#### **SECTION 5. DEFINITIONS.**

For purposes of this section, the following words and terms shall have the following meanings:

- (1) "**Act**" means the Community Energy Efficiency Development Block Grant Act, NMSA 1978, Ch. 62-17A-1, et seq.
- (2) "**Affordable housing**" means residential housing primarily for low-income persons, including housing currently occupied by low-income persons or housing that is affordable to low-income persons based on assessed value, rent or estimated mortgage.

- (3) "**Community energy efficiency project**" means a project that provides improvements to residential buildings in an underserved community that will in the aggregate reduce energy consumption, energy-related operating costs or the carbon intensity of energy consumption.
- (4) "**Community partner**" means an organization that provides services or outreach to an underserved community to implement a community energy efficiency project.
- (5) "**Department**" means the New Mexico Energy, Minerals and Natural Resources Department.
- (6) "**Division**" or "**ECAM**" means the Energy Conservation and Management Division.
- (7) "**Energy burden**" means the percentage of gross household income spent on energy costs; calculated by dividing the average housing energy cost by the average annual household income.
- (8) "**Energy efficiency**" means measures that target efficient energy consumer behavior, equipment or devices and result in a decrease in energy consumption without reducing the amount or quality of energy services, including health and safety measures that use efficient equipment or devices to improve indoor air or drinking water quality.
- (9) "**Low-income person**" means an individual, couple or family whose annual household adjusted gross income, as defined in Section 62 of the federal Internal Revenue Code of 1986, as that section may be amended or renumbered, does not exceed 200 percent of the federal poverty level.
- (10) "**Residential housing**" means:

(a) a building, structure or portion thereof that is primarily occupied or designed for or intended primarily for occupancy as a residence by one or more households, including congregate housing, manufactured homes and other facilities; or

(b) real property that is offered for sale or lease for the construction or location on that real property of a building, structure or portion thereof that is intended primarily for occupancy as a residence by one or more households.

(11) **"Underserved community" or "disadvantaged community"** means an area in the state, including a county, municipality or neighborhood, or subset of an area, where:

(a) the median adjusted gross income, as defined in Section 62 of the Internal Revenue Code of 1986, as that section may be amended or renumbered, does not exceed two hundred percent of the federal poverty level; or

(b) there is a high energy burden or limited access to energy efficiency services as determined by Department rule.

## **SECTION 6. GENERAL REQUIREMENTS/TERMS AND CONDITIONS**

Santa Fe County agrees to the terms and conditions detailed within proposed General Services Agreement No. 25-521-0300-0140, is attached hereto as Exhibit A, between the State of New Mexico Energy, Minerals and Natural Resources Department, and the County of Santa Fe.

## **SECTION 7. DISCRIMINATION PROHIBITED.**

The development, construction, occupancy and operation of a CEED Program or a CEED Program project financed or assisted under the act and this chapter shall be undertaken in a manner consistent with principles of nondiscrimination and equal opportunity, and Santa Fe County shall

require compliance by all qualifying grantees with all applicable federal and state laws and regulations relating to affirmative action, nondiscrimination and equal opportunity.

## **SECTION 8. ADMINISTRATION**

Santa Fe County shall administer any CEED Program project in accordance with provisions of the act, the rule, this chapter, any applicable state and federal laws and regulations as each of which may be amended or supplemented from time-to-time. Santa Fe County, in establishing, funding and administering the CEED Program and by making, executing, delivering and performing any award, contract, grant or any other activity or transaction contemplated by the act, shall not violate any provision of law, rule or regulation or any decree, writ, order, injunction, judgment, determination or award and will not contravene the provisions of or otherwise cause a default under any of its agreements, indentures, or other instruments to which it may be bound.

## **SECTION 9. TERMINATION**

The Santa Fe County Commission may repeal this chapter and terminate Santa Fe County's CEED Program and any or all contracts undertaken in its authority. Termination shall be by ordinance at a public hearing or in accordance with the terms of the contract. If an ordinance or a contract is repealed or terminated, all contract provisions of the contract regarding termination shall be satisfied.

## **SECTION 10. SEVERABILITY.**

If a provision of this Ordinance or its application to any person or circumstance is held by a court of competent jurisdiction to be invalid, the invalidity does not affect other provisions or

applications of the Ordinance that can be given effect without the invalid provision or application, and to this end, the provisions of the Ordinance are severable.

**SECTION 11. EFFECTIVE DATE.**

The effective date of this Ordinance shall be thirty (30) days after this Ordinance is recorded with the County Clerk.

PASSED, APPROVED AND ADOPTED ON THIS 24 DAY OF June, 2025.

**SANTA FE COUNTY  
THE BOARD OF COUNTY COMMISSIONERS**

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

Camilla Bustamante, Chair

**ATTEST:**

\_\_\_\_\_  
Katharine E. Clark  
Santa Fe County Clerk

**Approved as to Form:**

\_\_\_\_\_  
Walker Boyd  
Santa Fe County Attorney

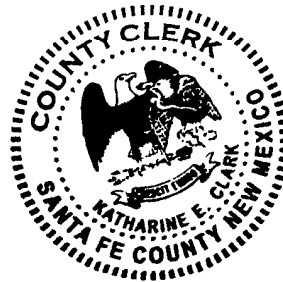
COUNTY OF SANTA FE )  
STATE OF NEW MEXICO ) ss

BCC ORDINANCE  
PAGES: 20

I Hereby Certify That This Instrument Was Filed for  
Record On The 26TH Day Of June, 2025 at 03:09:21 PM  
and Was Duly Recorded as Instrument # 2061579  
of The Records Of Santa Fe County

Witness My Hand And Seal Of Office

Deputy Celeste Garcia \_\_\_\_\_ County Clerk, Santa Fe, NM  
Katharine E. Clark



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**STATE OF NEW MEXICO  
GOVERNMENTAL SERVICES AGREEMENT  
BETWEEN THE  
STATE OF NEW MEXICO,  
ENERGY, MINERALS AND NATURAL RESOURCES DEPARTMENT,  
AND  
COUNTY OF SANTA FE**

**THIS GOVERNMENTAL SERVICES AGREEMENT** (Agreement) is made and entered into by and between the State of New Mexico, Energy, Minerals and Natural Resources Department (EMNRD), Energy Conservation and Management Division (ECAM), and County of Santa Fe (Entity).

**THE PARTIES MUTUALLY AGREE:**

**1. Scope of Work:** Entity shall:

A. Plan, manage and implement a Community Energy Efficiency Development (CEED) Program Project (Project) in accordance with the New Mexico Community Energy Efficiency Development Block Grant Act and the application materials approved by ECAM attached hereto and incorporated by reference as Attachment 1.

B. Provide targeted energy efficiency and conservation improvements to residential housing units for underserved communities in New Mexico. The geographic location of the households served will be within the County of Santa Fe. The Entity shall effectuate the goals of the CEED Program for residential buildings in underserved communities, including reducing energy consumption; reducing energy-related operating costs; reducing the carbon intensity of energy consumption; or a combination thereof.

C. Implement Energy Conservation Measure (ECM) improvements outlined in Attachment 2 hereto. The ECM improvements shall not cause an energy bill or cost increase in relation to the total cost a household spends on utilities.

- 1) Entity shall obtain the approval of ECAM for the installation of ECM improvements or appliances not specified in Attachment 2.
- 2) Entity is required to document all measure installations and any potential Health and Safety (H&S) findings. ECAM recognizes it may not be possible to catalog all potential H&S issues. Should H&S concerns not enumerated in Attachment 2 be identified, it is the Entity's responsibility to notify ECAM of the problem and obtain directions from ECAM on how to proceed before any work commences. Failure to adhere to this requirement may result in disallowed costs for the Entity and potential liability for any subcontractor.
- 3) The maximum average allowable ECM improvement cost per residential housing unit is \$16,000.00, but Entity may seek ECAM approval for variances to the maximum average allowable per-unit cost.



- 5) Entity may apply for variances pursuant to Section 19.1.10.20 NMAC. Should the Entity elect to undertake activities or change locations prior to written authorization from ECAM, the Entity does so at risk of not receiving funding.
- 6) Outreach/marketing activities must be directly related to the CEED Program and educational activities must be targeted and specific to the residential unit or building.
- 7) Training and Certifications costs must apply directly to CEED Program activities. Staff time spent on CEED Program projects should be accounted for accurately, with costs claimed being the costs incurred.
- 8) Entity shall also comply with requirements specified in Attachment 3, Special Terms and Conditions.
- 9) Prepare, review, certify, and submit reimbursement requests as outlined below, in the form and content specified by ECAM.

**2. Compensation:**

A. EMNRD shall pay Entity for services satisfactorily performed pursuant to the Scope of Work. The total amount payable to Entity under this Agreement shall not exceed eight hundred thirty-five thousand dollars (\$835,000.00), including New Mexico governmental gross receipts taxes, and any travel, if necessary, pursuant to Paragraphs B and C of this Compensation Section. EMNRD shall make payment upon the satisfactory and timely completion of the work described in the Scope of Work and as set forth below:

<b>Deliverable</b>	<b>Maximum Amount Not to Exceed</b>	<b>Invoice Due Date</b>
Submit reimbursement requests for Administrative Costs related to the planning, management and implementation of the CEED Program Project.	\$125,250.00	20 <sup>th</sup> day of each month for costs incurred during the previous month
Submit reimbursement requests for costs related to retrofit work and ECM improvements to residential housing units within Santa Fe County.	\$709,750.00	20 <sup>th</sup> day of each month for costs incurred during the previous month

This amount is a maximum and not a guarantee that the work assigned to be performed by Entity under this Agreement shall equal the amount stated herein. The parties do not intend for the Entity to continue to provide services without compensation when the total compensation amount is reached. Entity is responsible for notifying EMNRD when the services provided under this Agreement reach the total compensation amount. In no event shall the Entity be paid for services provided exceeding the total compensation amount without this Agreement being amended in writing prior to those services exceeding the total

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New Mexico unless the Entity has express written authority to do so, and then only within the strict limits of that written authority.

6. **Assignment:** Entity shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without EMNRD's prior written approval.

7. **Subcontracting:** Entity shall not subcontract any portion of the services to be performed under this Agreement or obligate itself in any manner to any third party, with respect to any rights or responsibilities under this Agreement, without EMNRD's prior written approval. EMNRD may disallow costs incurred by the Entity in relation to a subcontract if Entity does not obtain prior written approval.

A. Any contract shall include all provisions necessary to allow Entity to meet its obligations and requirements under this Agreement and all provisions required by law.

B. Travel expense reimbursement requested for subcontractors, if applicable, shall be reimbursed in accordance with rates established in the Per Diem and Mileage Act, NMSA 1978, Section 10-8-1 *et seq.*, as implemented by the current DFA Rule and EMNRD Travel Policy.

8. **Release:** Final payment of the amounts due under this Agreement shall operate as a release of EMNRD, its officers, and employees, and the State of New Mexico from all liabilities, claims, and obligations whatsoever arising from or under this Agreement.

9. **Confidentiality:** Any confidential information provided to or developed by Entity in the performance of this Agreement shall be kept confidential and shall not be made available by Entity to any individual or organization without EMNRD's prior written approval.

10. **Product of Services; Copyright:** All materials developed or acquired by Entity under this Agreement shall become the State of New Mexico's property and be delivered to EMNRD no later than this Agreement's expiration date. Nothing Entity produces, in whole or in part, under this Agreement shall be the subject of a copyright application or other claim of ownership by or on behalf of Entity.

11. **Conflict of Interest; Governmental Conduct Act:** Entity warrants that it presently has no interest and that it shall not acquire any interest, direct or indirect, which would conflict in any manner with performance or other services required under this Agreement. Entity certifies that all applicable provisions of the requirements of the Governmental Conduct Act, NMSA 1978, Sections 10-16-1 through -18, including provisions related to contracting with, or employing, public officers, legislators, state employees, or former state employees, have been followed.

12. **Amendment:** This Agreement shall not be altered, changed, or amended except by written instrument executed and approved by the parties hereto.

13. **Merger:** This Agreement incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements, and understandings have been merged into this written Agreement. No prior agreement or understanding, verbal or otherwise, of the parties or their

**20. Invalid Term or Condition:** If any term or condition of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected and shall be valid and enforceable.

**21. Enforcement of Agreement:** A party's failure to require strict performance of any provision of this Agreement shall not waive or diminish that party's right thereafter to demand strict performance with that or any other provision. No waiver by a party of any of its rights under this Agreement shall be effective unless express and in writing, and no waiver of a specified right by a party shall be effective to waive any other rights.

**22. Notice:** Except as otherwise specified herein, all notices hereunder shall be in writing) and shall be given to the relevant party at its address set forth below, or such other address as such party may hereafter specify by notice to the other given by courier, by United States certified or registered mail, or by telecommunication device capable of creating a written record of such notice and its receipt.

To EMNRD:

Buildings and Community Program Manager  
EMNRD – ECAM  
1220 S. St Francis Drive  
Santa Fe, NM 87505

General Counsel  
EMNRD – Office of the Secretary  
1220 S. St Francis Drive  
Santa Fe, NM 87505

To County of Santa Fe:

Gregory S. Shaffer  
PO Box 276  
Santa Fe, NM 87504

To Risk Management Division:

Risk Management Division  
General Services Department  
P.O. Drawer 26100  
Santa Fe, NM 87502-0110

**23. Authority:** If Entity is other than a natural person, the individual(s) signing this Agreement on behalf of Entity represent and warrant that the individual has the power and authority to bind Entity, and that no further action, resolution, or approval from Entity or any other entity is necessary to enter a binding contract.

**24. Acknowledgment:** Entity shall acknowledge EMNRD as a co-sponsor and funding source in all news releases, programs, proceedings, and related publicity/publications for the project.

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IN WITNESS WHEREOF, the parties hereto have herein below executed this Agreement.

STATE OF NEW MEXICO, ENERGY, MINERALS AND NATURAL RESOURCES  
DEPARTMENT

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Cabinet Secretary or Designee

COUNTY OF SANTA FE

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Authorized Representative Signature

\_\_\_\_\_  
Printed Name and Title

Project Purpose:	The proposed project targets the adoption of energy efficient consumer behavior, equipment, or devices resulting in reduced energy consumption without impacting the amount or quality of energy services.
Project Purpose: Check all that apply to the proposed project:	energy-efficient devices health and safety measures equipment or electrification upgrades energy-efficient equipment
Which of the following CEED Program Project Goals does the proposed project serve? Check all that apply:	reduce energy consumption reduce energy-related operating costs reduce the carbon intensity of energy consumption
Scope of Work:	<p>The scope of work for this project proposal includes performing energy efficiency retrofits on approximately 42 low-income households located across unincorporated Santa Fe County. Eligible low-income households will be primarily selected from applicants to the ongoing Santa Fe County HREE program. Applicants will be referred to a Program Administrator who will prioritize households based on a vulnerability index and determine eligibility. Energy audits will be conducted for each household before and after project completion and energy efficiency improvements will be selected based on household need and ownership structure. Improvements will be implemented by energy efficiency and rehab experienced community partners, contractors and service providers.</p> <p>Utilizing National Renewable Energy Laboratory (NREL) ResStock data and the findings of energy audits, efficiency improvements will be selected to maximize energy savings and return on investment and include the following:</p> <p>HVAC Upgrades</p> <ul style="list-style-type: none"> <li>- Replacement of electric and propane furnaces with high efficiency heat pumps</li> <li>- Smart thermostat installation</li> </ul> <p>Enclosure Upgrades</p> <ul style="list-style-type: none"> <li>- 2021 IECC required Air sealing</li> <li>- to include Energy Star Windows and Door replacements as needed</li> <li>- 2021 IECC required Drill-and-fill wall cavity insulation</li> <li>- 2021 IECC required insulation</li> <li>- Duct sealing &amp; insulating</li> </ul> <p>It is estimated that an average of \$16,000 will be spent for each of the 42 participating households resulting in estimated average annual utility savings of \$340. Santa Fe County will leverage up to an additional \$1,995,000 of existing GRT funding to further energy efficiency improvements and address critical building system repairs. This funding will be utilized to accomplish household repairs outside the scope this project and to ensure the efficacy of energy efficiency improvement actions.</p>
Describe any additional benefits not described above that should be factored into the evaluation of this application.	Successful project implementation has the potential to lead to positive health outcomes and increase numerous measures of resiliency at both the individual and community level. Energy efficiency upgrades have been linked to improvements in physical and mental health including reduced symptoms of respiratory and cardiovascular conditions, borderline anxiety and depression, allergies and reduced healthcare costs. A 2008 study by Sheffield Hallam University found energy efficiency improvements similar to those detailed within this project could lead to average increases in life expectancy of 10 days for men and 7 days for women. Multiplied across the estimated 82 beneficiaries of this project, implementation has the possibility to save over 1.9 life years across Santa Fe County. Additionally, by increasing insulation and the availability of air conditioning through heat pump retrofits, this project has the potential to reduce the health impacts of extreme heat. Within Santa Fe County average temperatures are anticipated to increase by over 6° F by 2050 with an additional 7 extreme heat days anticipated by midcentury. At a community level, the energy efficiency improvements and potential PV installations detailed within this project are estimated to lead to an estimated reduction of 47 MT of CO2e and a 32% reduction in energy use. If implemented, this project will enhance the ongoing work of partners CONNECT, and other contract service

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<p>How will the project meet these objectives, and how will this impact be measured?</p>	<p>Santa Fe County will assure CEED Program objectives are met through the establishment of multiple checks and balances at the County, community partner and service partner level, the development of defined roles and responsibilities, and the establishment of clear metrics for success. To ensure all project activities are directed towards eligible low-income households with identified energy burdens, Santa Fe County will engage a Program Administrator in the household selection and certification process. Program administrator Homewise has extensive experience working with underserved communities throughout Santa Fe County and currently manages similar projects for the City of Albuquerque and Rio Rancho. The Program Administrator will aggregate relevant service requests by type and collect self-reported household income and address information to screen potential participant households. Household eligibility will be further confirmed and certified by the Program Administrator who will request documentation providing proof of occupancy and income.</p> <p>To ensure energy consumption and energy-related operating cost goals are met, Santa Fe County staff will regularly review household level scopes of work which will be developed following the results of energy audits and in conjunction with service partners. The Program Administrator and proposed service partners have extensive experience completing home rehabilitation and energy efficiency projects. Their expertise will be utilized to prioritize and execute project activities ensuring proposed actions meet cost, timeline and energy efficiency goals. Furthermore, energy audits will be conducted before and after project close out providing additional confirmation that project activities have been completed and are producing anticipated reductions in energy use. To ensure all project activities conform with the scope of work, the Program Administrator will work in concert with Santa Fe County staff to provide regular progress reports, approve scopes of work and energy audits at project initiation and review completed projects for conformance. Santa Fe County Sustainability staff will further review each project at close out, utilizing energy audit data and progress reports to ensure conformance as well as conduct quarterly audits.</p>
<p>Describe Applicant's plan to engage community partners, service providers, and participant households in the project.</p>	<p>This application was developed in close collaboration with community partner CONNECT and input from community service providers, such as Habitat for Humanity, Mesa to Mesa, and Homewise. These organizations are experienced providers of energy efficiency upgrades as well as rehab services with long standing commitments to providing low income households with energy efficiency and rehab services, and are in support of the proposed program as evidenced in the attached letters of support. During the course of the grant timeline, Santa Fe County will establish regular meetings with partners and providers. Each participating organization has a defined role within the program and will regularly communicate with each other and with County staff. The Program Administrator will collaborate County Housing staff to identify participant households and will coordinate with service providers and the County to ensure projects meet established timelines and metrics.</p> <p>The County has procured Program Administrator Homewise in accordance with County policies and procedures. Project activities will be completed by selected service providers and contractors. During the course of the project the Program Administrator may solicit additional contractor services depending on service provider capacity. Engagement of participant low-income households will be conducted primarily by County Housing staff through the HREE program with support from all participating organizations.</p> <p>As new households request assistance during the project, the Program Administrator will evaluate their needs. If the household is deemed a suitable match, the Program Administrator will notify County Affordable Housing and Sustainability Division staff of the household inquiry, address, contact information, and potential for participation. Additional outreach will be conducted by Santa Fe County Sustainability and Affordable Housing staff, who will develop written outreach materials for distribution through County and service provider/partner websites, newsletters and social networks.</p>

	<ul style="list-style-type: none"> <li>○ Dollars</li> <li>○ Kilowatt-hours (kWh) of electricity</li> <li>○ Therms of natural gas</li> <li>○ Gallons of fuel oil</li> <li>○ Therms of propane</li> <li>○ Gallons of water</li> <li>○ Gallons of kerosene</li> <li>○ Tons of wood</li> </ul> <ul style="list-style-type: none"> <li>• Energy Management Systems Installed: Track the number of energy management systems installed in residential units.</li> <li>• Water Conservation Retrofits: Measure the number of water conservation retrofits completed.</li> <li>• Fuel Switching: Track the number of buildings where the primary fuel type is switched to a more efficient or cleaner fuel source.</li> <li>• Realized Reduction in Consumption: Measure the actual reduction in consumption for various energy sources (electricity, fuel oil, natural gas, propane, kerosene, wood).</li> </ul> <p>II. Energy Audits</p> <ul style="list-style-type: none"> <li>• Energy Audits Performed: Track the number of energy audits conducted for residential units.</li> <li>• Square Footage of Buildings Audited: Measure the total square footage of buildings that undergo energy audits.</li> </ul> <p>III. Training and Education/Technical Assistance</p> <ul style="list-style-type: none"> <li>• Education, Outreach, and Training: Track the number of workshops, training sessions, and education sessions held and the number of participants.</li> <li>• Staff Hired: Measure the number of full-time equivalent (FTE) energy management staff and subrecipient staff hired.</li> <li>• Information Contacts: Track the number of information connections where energy efficiency or renewable energy measures were recommended.</li> </ul> <p>IV. Community and Stakeholder Engagement</p> <ul style="list-style-type: none"> <li>• Community Engagement Events: Track the number of community engagement events held (both virtual and in-person).</li> <li>• Community Members Engaged: Measure the total number of community members or stakeholders engaged in the grant program, including those from underserved communities.</li> </ul> <p>V. Participant Data</p> <ul style="list-style-type: none"> <li>• Participant eligibility criteria</li> <li>• Participant demographic data</li> <li>• Energy consumption data: including the measurement and tracking of electricity, natural gas and propane consumption</li> <li>• Utility bill costs: and associated energy-related operating costs]</li> </ul> <p>Primary project metrics mirror the goals of the CEED program specifically tracking and quantifying reductions in energy consumption and associated reductions in energy-related operating costs. Specific project metrics include the measurement and tracking of electricity, natural gas and propane consumption, as well as utility costs prior to and following energy efficiency improvements and energy audit data. These metrics will provide accurate measures of energy consumption and cost reductions as a result of energy efficiency improvements aligning with CEED and project objectives.</p> <p>Additional project metrics include the number of requests for assistance through the County HREE program, the number improvements completed, the number of households retrofitted, improvement cost calculation for equipment, household and total project. These metrics will be utilized to ensure project activities meet budget and timing constraints and will allow for the quantification</p>
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	<p>February 2025: Project funding received. Program Administrator begins reviewing previously selected HREE households for CEED grant funding. Santa Fe County staff and community/service partners have begun outreach activities.</p> <p>March 2025: First participating households have been identified and reviewed by County staff. The Program Administrator will begin energy audits on first target households.</p> <p>April 2025: First energy audits have been reviewed by the Program Administrator and service partners, specific energy efficiency upgrades have been identified and funding has been released.</p> <p>May 2025: Service providers have initiated energy efficiency upgrade projects at first selected households.</p> <p>June 2025: First projects are completed. Santa Fe County Sustainability staff begins to spot check completed energy efficiency upgrades.</p> <p>December 2025: 13 efficiency upgrade projects have been completed and reviewed (31% of total.) Santa Fe County staff have compiled a YTD review of project impacts related to energy consumption and energy-related operating cost reductions and community impacts.</p> <p>July 2026: 20 energy efficiency upgrade projects have been completed (51% of total.)</p> <p>December 2026: 27 energy efficiency upgrade projects have been completed (65% of total.) Santa Fe County staff have compiled a YTD review of project impacts related to energy consumption and energy-related operating cost reductions and community impacts.</p> <p>December 2027: All 42 energy efficiency projects have been completed (100% of total.) Santa Fe County staff have compiled final review of project impacts related to energy consumption and energy-related operating cost reductions and community impacts. Final report submitted to EMNRD.</p>
<p>Describe Applicant's work plan detailing how tasks will be executed within the allotted timeframe and by which members of the project team.</p>	<p>To ensure tasks are completed on time and the energy efficiency and savings goals of the project are met, the project employs a 6-step process detailed below.</p> <p>Step 1: Outreach and Household Identification: Santa Fe County Housing Authority have begun household eligibility and criteria screening as part of the adjacent HREE program. To date the County has received over 100 requests for home rehabilitation and energy efficiency assistance. Following project initiation, the Program Administrator will evaluate all applications for completeness, conduct AMI screening, confirm household interest, ownership status, property tax liability and location within the project region. The Program Administrator will notify the County of all program-eligible applicants. If required, Santa Fe County staff will undertake additional outreach efforts during the course of the project to ensure eligible households are identified with a specific emphasis on target communities.</p> <p>Step 2: Household Prioritization and Certification: Following the identification of potential participant households, the Program Administrator will rank eligible households utilizing a vulnerability index to prioritize immediate home rehabilitation and energy security needs. Top ranking households will be selected for participation.</p> <p>Step 3: Scope of Work Development and Initiation: After the identification of participating households, the Program Administrator will contract a home inspection and energy audit. Following audit completion, the Program Administrator will develop a scope of work for each household incorporating energy audit findings and allowable measures to provide a reduction in utility</p>



## ATTACHMENT 2: Energy Conservation Measure Improvements

Energy Conservation Measure (ECM) improvements will target the adoption of energy-efficient consumer behavior, equipment, or devices that result in a decrease in energy consumption without reducing the amount or quality of energy services. This includes health and safety (H&S) measures, including those that use efficient equipment or devices to improve indoor air or drinking water quality, and equipment or electrification upgrades. The ECM improvements shall not cause an energy bill or cost increase in relation to the total cost a household spends on utilities. The following provisions are included to ensure the successful execution of projects.

A. Entity shall implement ECMs in an order that prioritizes greatest savings (e.g. sealing the building envelope prior to heat pump installation). Entity shall follow the U.S. Department of Energy (DOE) Weatherization Assistance Program (WAP) guidelines regarding prioritizing measures (air sealing, duct sealing outside the thermal boundary, and thermal boundary insulation [attic, wall, floor or belly, foundation, sill, etc.]) and installing in order of savings to investment Ratio (SIR) the ECMs and related H&S and incidental repairs measures (SIR calculation = (Annual \$ savings x Expected Usage Lifetime (EUL)) ÷ (Initial \$ cost). EUL durations can be found at: <https://www.energy.gov/sites/default/files/2023-03/WPN%2023-06%20Revised%20Energy%20Audit%20Procedures%20Attachments.pdf> (see also: Attachment 2, Subpart A: Allowable Default ECM Lifetimes).

B. ECM improvements for residential housing units may include, but are not limited to: envelope upgrades; air sealing; duct sealing; insulation installation; EnergyStar windows; EnergyStar doors; LED lighting; water tank insulation and water heater pipe insulation;

- 1) cleaning, repair or replacement of heating and cooling systems;
  - i. Heating systems
    - a. Replacement or installation of secondary heating systems are not allowed.
    - b. Use proper sizing protocols according to Manual J, State approved sizing protocols, NEAT/MHEA outputs, etc.
    - c. High efficiency air source heat pumps. (Cold climate rated units as appropriate for climate zone).
  - ii. Cooling systems
    - a. Replacement or installation of secondary cooling systems are not allowed.
  - iii. Ensure no bill increase
    - a. Replace existing electric units or fuel switch from propane
- 2) prioritized appliance repair or replacement:
  - i. Clean or repair baseload appliances/fixtures, as well as (in no particular order);
  - ii. High efficiency heat pump water heaters,
    - a. Household should have a minimum of 3 persons.
    - b. New units should have an EF of 3.0 or higher.
    - c. Replace only electric resistance water heaters.
    - d. Cost is limited to \$1,750.

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- xvi. Ventilation and indoor air quality
- xvii. Window and door replacement, window guards
  - a. Storm windows
  - b. Window coverings
    - 1. Purchase of new window guards not allowed

C. ECM improvements do not include installations of new roofs or photovoltaic solar (the CEED Program follows the DOE Weatherization Assistance Program determination that roof replacements and repairs are not energy saving measures (<https://www.energy.gov/sites/prod/files/2019/09/f66/WPN-19-5.pdf>)). Electrical fuse box/panel upgrades or installations are not included unless accompanied by an approved priority appliance installation. ECM improvements do not include replacement of functional, new (purchased within the last 10 years) appliances.

D. All ECMs and replacement units must meet safety guidelines. Under no circumstance should retrofit work that would exacerbate health and safety problems, for either the occupant or the worker, proceed.

- 1) All applicable State and local (or Authorities Having Jurisdiction (AHJ)) codes must be followed, and manufacturer approved materials and instructions must be used while installing any ECM.
  - i. Workers shall know when the AHJ requires a licensed professional to perform a certain task.

E. Replacement appliances shall comply with the minimum standards of energy efficiency for major appliances established by the National Appliance Energy Conservation Act (NAECA) of 1987.

- 1) Disposal according to applicable State and Federal laws, as appropriate. For Entities that contract out replacement and disposal to third-party contractors, Entities are responsible for obtaining assurances from the third-party contractor that these items were disposed of according to applicable State and Federal laws, as appropriate.

F. All activities carried out with CEED Program funding must meet the objectives of the program (in addition to meeting the list of eligible activities specified above) ensuring energy bill totals do not increase and ensuring cost limitations are followed. Beneficial electrification or fuel switching measures may be installed as part of the retrofit process but must follow those parameters.

G. The term 'retrofit' is used as 'rehabilitation' implies improvements beyond the scope of an energy efficiency program. Unallowable rehabilitation activities include but are not limited to: creating additions or accessory units, changing floor plans, finishing attics and basements, repairing or replacing plumbing or electrical systems, completing kitchen and bathroom remodeling, renovating or constructing a garage, or installing new roofing/gutters/siding/etc., or major roof repairs.

22	Doors and Windows	Window shading: awning	10
23	Doors and Windows	Sun screen: fabric or screen	10
24	Doors and Windows	Sun screen: louvered	15
25	Doors and Windows	Window film	15
26	HVAC Systems	Thermal vent damper	10
27	HVAC Systems	Electric vent damper	10
28	HVAC Systems	Intermittent Ignition Device (IID)	10
29	HVAC Systems	Electric vent damper and IID	10
30	HVAC Systems	Flame retention burner	10
31	HVAC Systems	Heating system tune up	3
32	HVAC Systems	Heating system replacement: fossil fuel fired furnaces and boilers, standard and condensing	20
33	HVAC Systems	Heating system replacement: all other heating systems except heat pumps	18
34	HVAC Systems	Smart/programmable thermostat	15
35	HVAC Systems	Air conditioner tune up	3
36	HVAC Systems	Air conditioner replacement	15
37	HVAC Systems	Evaporative cooler	15
38	HVAC Systems	Heat pump replacement	15
39	Baseloads	Lighting retrofit: fluorescent and compact fluorescent	(Note 1)
40	Baseloads	Lighting retrofit: LED	(Note 2)
41	Baseloads	Lighting retrofit: halogen	(Note 3)
42	Baseloads	Refrigerator replacement	15
43	Baseloads	Water heater tank insulation	13
44	Baseloads	Water heater pipe insulation	13
45	Baseloads	Low flow showerhead	15
46	Baseloads	Water heater replacement	13
47	Baseloads	Water heater setpoint reduction	13
48	Solar	Solar PV Installations	20

*Notes*

- 1. 10,000 hours
- 2. 30,000 hours
- 3. 4,000 hours

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involving a related organization.

The Entity must disclose in writing any potential or actual organizational conflict of interest to ECAM. The Entity must provide the disclosure prior to engaging in a procurement or transaction using project funds with a parent, affiliate, or subsidiary organization that is not a state, local government, or Indian tribe.

- A. If the effects of the potential or actual organizational conflict of interest cannot be avoided, neutralized, or mitigated, the Entity must procure goods and services from other sources when using project funds.
  - B. The Entity must flow down the requirements of the COI Policy to any subcontractor entities. The Entity is responsible for ensuring subcontractor compliance with this term. If the Entity has a parent, affiliate, or subsidiary organization, the Entity must maintain written standards of conduct covering organizational conflicts of interest.
7. **Financial Conflicts of Interest:** The Entity must disclose in writing any managed or unmanageable financial conflicts of interest involving a member of the project team and include sufficient information to enable EMNRD to understand the nature and extent of the financial conflict, and to assess the appropriateness of the non-Federal entity's management plan.
8. **Penalties:** Failure to follow any of the program guidelines or the provisions laid out in this Agreement can result in EMNRD imposing specific grant requirements or taking one or more of the following actions:
- A. temporary withholding of payments until Entity takes corrective action;
  - B. disallowance of costs for all or part of the activity associated with the noncompliance of the Entity;
  - C. suspension or termination of the grant in part or in its entirety;
  - D. debarment or suspension of the Entity;
  - E. withholding of further funds from EMNRD; or
  - F. any and all other legal remedies.
9. **Fraud, Waste and Abuse:** The Entity must disclose, in a timely manner, in writing to EMNRD all violations of Federal or state criminal law involving fraud, bribery, or gratuity violations potentially affecting the award. Failure to make required disclosures can result in any of the remedies described in Section 8, above.
10. **Prevailing Wage Requirements:** This award is funded as a Public Works program. All laborers and mechanics employed by the Entity, subcontractors, contractors or subcontractors in the performance of construction, alteration, or repair work in excess of \$60,000 on an award funded directly by or assisted in whole or in part by funds made available under this award shall be paid wages at rates not less than those prevailing on similar projects in the locality, as determined by NMDWS or the US Secretary of Labor.
- A. Recipients shall provide written assurance acknowledging the Prevailing Wage requirements for the award or project and confirming that all of the laborers and mechanics performing construction, alteration, or repair, through funding under the award are paid or will be paid wages at rates not less than those prevailing on projects of a character similar in the locality.