

GRANT AGREEMENT 19-1
between [Grantee] and the
Massachusetts Clean Energy Technology Center

This Grant Agreement 19-[#] (the “Agreement”) is effective as of [date] (the “Effective Date”), is by and between the **Massachusetts Clean Energy Technology Center** (“MassCEC”), an independent public instrumentality of the Commonwealth of Massachusetts (the “Commonwealth”) with a principal office and place of business at 63 Franklin Street, 3rd Floor, Boston, MA 02110, and [Grantee] with a principal office and place of business at [address] (“Grantee”). Each of MassCEC and Grantee are at times referred to herein as a “Party,” and together the “Parties”.

Whereas, MassCEC offers financial assistance in the form of grants to entities that have submitted a request for funding consistent with the requirements of the Commonwealth Organics-to-Energy program (the “Program”);

Whereas, Grantee, [type of entity], has submitted an application for funding of [description of project] (the “Project”); and

Whereas, MassCEC desires to provide the requested funding.

Now, therefore, in consideration of the recitals, the mutual promises and covenants contained in this Agreement, and other good and valuable consideration, the receipt, adequacy, and sufficiency of which are hereby acknowledged, MassCEC and Grantee agree as follows:

1. Performance of the Work

- a. Grantee shall complete the Project and provide the deliverables (the “Deliverables”) described in the Scope of Work set forth in Attachment 1 (the “Scope of Work”).
- b. Grantee is solely responsible for all Project decisions, the preparation of all plans and specifications, and performing the Project in accordance with the Scope of Work.

2. Term

The term of this Agreement shall commence on the Effective Date, and shall expire on [date] (the “Term”).

3. Grant Amount and Payment

- a. *Total Funds*. In consideration of the various obligations to be undertaken by Grantee pursuant to this Agreement, MassCEC agrees to provide Grantee with funds in an amount not to exceed [dollar amount in words and numbers] (the “Grant”). The Parties agree that this is a maximum authorization, and MassCEC is under no obligation to transfer the full amount to Grantee, or any amount, in the event Grantee does not satisfy the requirements under this Agreement. Grantee acknowledges and agrees that receipt of this Grant does not create any rights of preferences to receive subsequent funding from MassCEC. In no event shall the Grant exceed the amount specified in this section.

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[OPTIONAL: For purposes of this Project, the Grant is divided into a “Design Phase” (as defined in Attachment 2) Grant and a “Construction Phase” (as defined in Attachment 2) Grant. The Design Phase Grant is [Dollar amount in words and numbers] and the Construction Phase Grant is [Dollar amount in words and numbers].]

- b. *Payment of Funds.* Grant funds will be paid by MassCEC to Grantee in installments in accordance with the payment amount schedule set forth in Attachment 1 (each installment a “Grant Installment”). Upon completion of each milestone and submission of all associated deliverables, Grantee shall submit an invoice by email to MassCEC’s Project Managers listed in Section 6(a). The invoice shall consist of a completed and signed Expenditure and Cost Share Certification (Attachment 3) that certifies that the Cost Share (as defined below) requirement has been met, based upon Allowable Expenses incurred and payments made by Grantee. Each Grant Installment shall be paid within forty-five (45) days of approval of the corresponding invoice.
- c. *Budget Adjustments.* Notwithstanding the foregoing, the Parties acknowledge that the costs listed in the Project Budget in Attachment 2 (“Project Budget”) are estimates. Therefore, within either the Design Phase or Construction Phase, Grantee may shift funds between line items or expense category, provided the total amount of Related Party Expenses as a percentage of total costs does not exceed fifteen percent (15%) of Allowable Expenses for any Milestone set forth in the Scope of Work.
- d. *Grant Installment Adjustments.* If Grantee submits an invoice for a Grant Installment for a given Milestone (as set forth in the Scope of Work) that is less than the Maximum Grant Installment payable for that Milestone shown on the Scope of Work, Grantee may request in writing (email acceptable) that the unpaid portion of the Grant Installment be rolled over into subsequent Grant Installment(s), subject to the relevant Cost Share requirement for the subsequent Grant Installment(s). MassCEC in its sole discretion, may approve such requests by email.
- e. *Ability to Carry Cash Balance.* Grantee hereby represents and warrants that it has sufficient cash reserves to pay its consultants, vendors, or other contractors during any interim periods before or between receipt of Grant Installments.
- f. *Grant Expenditure.* All expenses incurred by Grantee before the Effective Date are incurred voluntarily, at Grantee’s risk and upon its own credit and expense, and Grantee shall not incur any expenses to be charged against Grant funds prior to the Effective Date.

4. Cost Share and Allowable Expenses

- a. *Cost Share.* Grantee agrees to meet and maintain a minimum twenty-five percent (25%) cost share for the Design Phase of the Project, if applicable and a minimum fifty percent (50%) cost share for the Construction Phase of the Project (either of which shall be referred to as “Cost Share”). MassCEC and Grantee will share in any cost savings that result from Project expenses that are less than the amount identified in the Project Budget by maintaining the minimum Cost Share. Grantee agrees and acknowledges that its Cost Share for either phase may be cash, documented grants from other parties (such as other state or federal agencies or charitable organizations), or a combination thereof, but that consultants or subcontractors performing work on the Project shall not provide any of the Cost Share.

- b. *Allowable Expenses.* Grantee's expenses uniquely associated with the Project and incurred directly in the completion of Milestones set forth in the Scope of Work and identified in the Project Budget (the "Allowable Expenses"), shall be eligible for Cost Share or reimbursement from Grant Funds. For the avoidance of doubt, Allowable Expenses shall not include general administration, overhead, mark-ups, travel (either by Grantee or by subcontractors to Grantee), Grantee's own labor, or general purpose facilities, equipment, materials, or software. If Grantee pays for Related Party Expenses (as defined below) with its Cost Share, only gross wages, Employer's Responsibility Federal Insurance Contributions Act taxes, Employer's Responsibility Medicare taxes, State unemployment Insurance, and Federal Unemployment Tax Act taxes shall be included; fringe benefits on Related Party Expenses shall not be included.
- c. *Related Parties.* Grantee shall notify MassCEC if it intends to or has entered into an agreement for goods or services for the Project with an entity that shares any common ownership with Grantee (a "Related Party"). To the extent such goods or services ("Related Party Expenses") are properly identified in the Project Budget and MassCEC approves such Related Party Expenses in writing in advance, Grantee may use the Grant to pay for such goods or services. For the avoidance of doubt, work performed by the owners or employees of a Related Party ("Related Party Labor") is a type of Related Party Expense.
- d. *Commercially Reasonable Procurement.* Grantee shall procure services from contractors using commercially reasonable procurement mechanisms, and to the greatest extent practicable, using competitive procurement procedures.

5. Deliverables and Schedule

- a. *Deliverables.* Grantee shall provide the Deliverables set forth in the Scope of Work to MassCEC's Project Manager(s) (as defined below) electronically. To the extent it is applicable, Grantee shall use the Deliverables templates provided in Attachment 4 and Attachment 5.
- b. *Schedule.* The Parties acknowledge that the dates listed in the schedule in the Scope of Work are deadlines. At MassCEC's sole discretion, any extensions to the schedule must be approved by MassCEC in writing in advance (electronic mail acceptable), and may be accepted without need for a written amendment to this Agreement; provided that such extensions shall not exceed the Term.

6. Project Managers

- a. MassCEC and Grantee have designated the following persons to serve as Project Managers to support effective communication between MassCEC and Grantee and to report on the Project's progress (the "Project Managers").

For MassCEC: Rachel Ackerman (rackerman@masscec.com, 617-315-9326)

Anna Hagadorn (ahagadorn@masscec.com, 617-315-9372)

For Grantee: [name, title, email address, phone number]

- b. Grantee shall be required to obtain prior written approval from MassCEC to make any change to its Project Manager. For the avoidance of doubt, MassCEC may update the Project Manager(s) listed without amending this Agreement, if done in compliance with the notice provisions of Section 7.

7. Notice

Any notice hereunder shall be in writing and shall be sent either by (i) facsimile, email, or other electronic transmission, (ii) courier, or (iii) first class mail, postage prepaid, addressed to the Project Managers listed in Section 6(a) at the address indicated in the preamble of this Agreement (or to such other address as a Party may provide by notice to the Party pursuant to this Section), and shall be effective (x) at dispatch, if sent by facsimile, email, or other electronic transmission, (y) if sent by courier, upon receipt as recorded by courier, (z) if sent by first class mail, five (5) days after its date of posting.

8. Publicity; Use of Name

- a. For one (1) year after expiration of the Term, Grantee shall collaborate directly with MassCEC to prepare any public statement, media strategy, or announcement relating to or bearing on the work performed or data collected under this Agreement or to prepare any press release or for any news conference in which MassCEC is concerned or discussed, including, but not limited to, any media pitches, interviews, embargoed materials, photo opportunities, blogs, guest columns, media events, or editorial boards which relate to this Agreement or MassCEC (each, a “Public Statement”) and shall in no event be permitted to publish, release, or otherwise disseminate any such Public Statement without MassCEC’s prior written consent.
- b. Grantee agrees that MassCEC shall have the right to make use of and disseminate, in whole or in part, all work products, reports, and other information produced in the course of the Project’s completion, and to use the information therein contained to produce summaries, case studies, or similar information resources.

9. Other Requirements

- a. *Program Evaluation.* Grantee agrees to support MassCEC’s Program evaluation activities, and MassCEC’s dissemination of information regarding Grantee’s experiences. To this end, Grantee agrees that its key personnel and contractors working on the Project will be available at reasonable times with advance notice to be interviewed by MassCEC or its authorized representatives for purposes of Program evaluation or case study development. Further, upon MassCEC’s reasonable request, Grantee shall provide MassCEC information including, but not limited to, (a) types of equipment installed, (b) performance history of the Project including operational challenges, (c) types and quantities of materials processed, and (d) amount of energy produced and its use. This paragraph shall survive this Agreement for a period of three (3) years from the date the final Deliverable is submitted.
- b. *Production Tracking System (“PTS”) for Electrical Generation.* If the Project produces electricity, Grantee shall register the renewable energy system with MassCEC’s PTS in accordance with the requirements of Attachment 7 and shall report electrical generation attributable to the funded project for a period of not less than five (5) years, beginning on the date of commercial operation of the funded project.
- c. *Project Alteration or Failure to Operate.*

- i) MassCEC shall have the right to reduce or rescind the Grant if, as determined by MassCEC in its sole discretion, Grantee will alter or has altered the system location or the system characteristics, such that the Project's expected capacity or energy output will be reduced by more than twenty percent (20%) of the output identified in the Scope of Work.
 - ii) If the completed Project begins operations but shuts down within two (2) years of its Commissioning (as defined in the minimum technical requirements as set forth in Attachment 7), Grantee shall notify MassCEC in accordance with Section 7. Upon receipt of such notice, MassCEC shall have thirty (30) days within which to notify Grantee that it elects to demand repayment of up to fifty percent (50%) of the Grant. If the completed Project begins operations, but shuts down after two (2) years of operations, but before five (5) years of operations from its Commissioning, Grantee shall notify MassCEC in accordance with Section 7. Upon receipt of such notice, MassCEC shall have thirty (30) days within which to notify Grantee that it elects to demand repayment of up to twenty-five percent (25%) of the Grant.
 - iii) Grantee shall not remove or relocate any Grant-funded equipment for its useful life, defined for purposes of this Agreement as twenty (20) years. In addition, Grantee will ensure that the Project complies with the minimum technical requirements as set forth in Attachment 7. Any material changes to the Project (e.g., design or technology modifications that lead to reduced energy generation or to significantly altering the permitting approach) must be approved by MassCEC in writing in advance email acceptable). This section shall survive the Agreement until the end of the useful life of the equipment.
- d. *Standard of Care.* Grantee shall require any and all contractors it engages to perform work related to this Agreement to perform such work in a competent, complete, and professional manner with due diligence and in accordance with the highest industry standards of professionalism and competence.

10. Termination

- a. MassCEC may terminate this Agreement at any time if Grantee has materially breached any term of the Agreement.
- b. MassCEC may terminate this Agreement in the event of loss of availability of sufficient funds for the purposes of this Agreement or in the event of an unforeseen public emergency or other change of law mandating immediate action inconsistent with MassCEC performing its obligations under this Agreement.
- c. Except as otherwise provided in the Agreement, the rights and obligations of each of the Parties under Sections: 7, 8, 9(a), 9(b), 9(c), 10, 12, 13, 16, 17, 20, 21, 22, 23, 25, and 27 of this Agreement shall survive and remain in effect after the termination or expiration of this Agreement.

11. Tax Forms and Grant Taxability

- a. Grantee shall provide MassCEC with a properly completed United States Internal Revenue Service ("IRS") Form W-9 (the "W-9"). Failure to provide the W-9 shall be grounds for withholding Grant Installments until such W-9 is received. W-9s shall be emailed to finance@masscec.com.

- b. Grants may be considered taxable income by the IRS and the Massachusetts Department of Revenue. Grantee is solely responsible for any failure to timely consult with a tax professional to determine the federal and/or state tax implications of this Agreement. MassCEC will issue an IRS Form 1099 to each Grantee. For all tax-exempt entities (including government entities), a tax-exemption certificate or IRS tax-exemption determination letter must be emailed to finance@masscec.com.

12. Access and Use

Grantee agrees to license or otherwise make available to MassCEC in perpetuity, without charge, Grantee's interest in and copyright (if any) to all non-confidential materials prepared and produced in relation to the Project, including, without limitation, all plans, specifications, and analyses developed in connection with the Project and specified as being for MassCEC's use and public dissemination; provided, however, that any and all inventions that are conceived or first reduced to use during the course of the Project shall be the sole property of Grantee (except that if jointly invented, title shall flow in accordance with U.S. patent law), and any licensing requests for such inventions shall be subject to good faith negotiations between the Parties.

13. Audit

At any time prior to the completion of the Project and as otherwise provided in this Section, MassCEC shall have the right to audit Grantee's or its other agents' records to confirm the use of the Grant awarded under this Agreement. If such audit reveals that any portion of such funds was used for purposes not permitted under the Agreement (a "Nonconformance Event"), then Grantee shall refund to MassCEC the amount determined by such audit to have been improperly used within thirty (30) days of Grantee's receipt of such audit and demand. In the event such audit reveals a Nonconformance Event, MassCEC shall be entitled to immediately terminate this Agreement and discontinue disbursing Grant Installments to Grantee from the date the audit is completed, subject to any limitations set forth by Section 10. Grantee shall maintain books, records, and other compilations of data pertaining to the funds paid pursuant to this Agreement to the extent and in such detail as to properly substantiate use of such payments. All such records shall be kept for a period of seven (7) years, starting on the first day after final payment under the Agreement (the "Retention Period"). If any litigation, claim, negotiation, audit, or other action involving the records is commenced prior to the expiration of the Retention Period, all records shall be retained until completion of the audit or other action and resolution of all issues resulting therefrom, or until the end of the Retention Period, whichever is later. MassCEC or the Commonwealth or any of their duly authorized representatives shall have the right at reasonable times and upon reasonable notice, to examine and copy at reasonable expense, the books, records, and other compilations of data of Grantee which pertain to the provisions and requirements of this Agreement. Such access may include on-site audits, review, and copying of records.

14. Assignment and Subcontracting

Grantee shall not assign or in any way transfer any interest in Grant funds without the prior written consent of MassCEC, including subcontracting any services except as otherwise included in the Scope of Work.

15. Compliance with Laws

Grantee agrees to comply with all applicable federal, state, and local statutes, rules, regulations, and permitting requirements including, but not limited to, all laws promoting fair employment practices or

prohibiting employment discrimination and unfair labor practices and shall not discriminate in the hiring of any applicant for employment nor shall any qualified employee be demoted, discharged, or otherwise subject to discrimination in the tenure, position, promotional opportunities, wages, benefits, or terms and conditions of their employment because of race, color, national origin, ancestry, age, sex, religion, disability, handicap, sexual orientation, or for exercising any rights afforded by law.

16. Indemnification

- a. To the fullest extent permitted by law, Grantee shall indemnify and hold harmless the Commonwealth, MassCEC, and each of their respective agents, officers, directors, and employees (together with the Commonwealth and MassCEC, the "Covered Persons") from and against any and all liability, loss, claims, damages, fines, penalties, costs, and expenses (including reasonable attorney's fees), judgments and awards (collectively, "Damages") sustained, incurred, or suffered by or imposed upon any Covered Person resulting from (i) any breach of this Agreement or false representation of Grantee, its employees, agents, or assigns under this Agreement, or (ii) any negligent acts or omissions or reckless misconduct of Grantee. Without limiting the foregoing, Grantee shall indemnify and hold harmless each Covered Person against any and all Damages that may arise out of or are imposed due to the failure to comply with the provisions of applicable law by Grantee or any of its agents, officers, directors, employees, or subcontractors.
- b. In no event shall either Party be liable for any indirect, incidental, special, punitive, or consequential damages whatsoever (including, but not limited to, lost profits or interruption of business) arising out of or related to Grantee, its employees, agents, or assigns performance of the Project under this Agreement.

17. Public Records and CTHRU

As a public entity, MassCEC is subject to the Commonwealth's Public Records Law, codified at M.G.L. c. 66 (the "Public Records Law"). Grantee acknowledges and agrees that any documentary material, data, or other information submitted to MassCEC are presumed to be public records. An exemption to the Public Records Law may apply to certain records, including materials that fall under certain categories under a statutory or common law exemption, including the limited exemption set forth in M.G.L. c. 23J, Section 2(k) regarding certain types of confidential information submitted to MassCEC by an applicant for any form of assistance. Grantee shall be solely responsible for considering what documents, materials, data, and other information are submitted to MassCEC in connection with this Agreement.

- The financial terms contained in leases, power or REC purchase agreements, or service contracts with other parties;
- Project pro-formas and statements regarding financial thresholds;
- Personal information (Social Security numbers should NOT be provided to MassCEC); and
- Trade secrets.

Grantee agrees and acknowledges that MassCEC shall have the right to disclose the name of Grantee and/or payee, the amount of the payment pursuant to this Agreement, and any other information it may deem reasonably necessary on CTHRU, the Commonwealth's online database of state spending, or any other applicable state spending website.

18. Insurance

Grantee certifies that appropriate insurance coverage for all activities under this Agreement has been obtained and shall be maintained in effect through the term of this Agreement. GRANTEE ACKNOWLEDGES THE SUFFICIENCY OF THE TYPES AND AMOUNTS OF INSURANCE COVERAGE MAINTAINED AND THE APPROPRIATENESS OF THOSE COVERAGES FOR THE DURATION OF THE TERM. At MassCEC's request, Grantee will provide MassCEC with copies of the certificates of insurance evidencing such coverage. The insurance requirements for the Project and pursuant to this Agreement are solely Grantee's responsibility and shall not relieve Grantee of any responsibility to MassCEC.

19. Conflict of Interest

Grantee acknowledges that all MassCEC employees are subject to the Commonwealth's Conflict of Interest statute, codified at M.G.L. c. 268A.

20. Lobbying

No funds awarded by this Agreement may be used to pay for or otherwise support any activities intended to influence any matter pending before the Massachusetts General Court or for activities covered by the law and regulations governing "legislative agents" or "executive agents" set forth in the Commonwealth's Lobbying Law, codified at M.G.L. c.3, Section 39.

21. Choice of Law and Forum; Arbitration; Equitable Relief

- a. This Agreement and the rights and obligations of the Parties hereunder shall be governed by and construed in accordance with the laws of the Commonwealth, without giving effect to its conflict of laws principles. Any dispute arising out of or relating to this Agreement or its breach, termination, or invalidity, whether before or after termination of this Agreement, if not resolved by negotiation among the Parties within thirty (30) days after such dispute is raised by either Party in writing, will be settled by binding arbitration by a single arbitrator in accordance with the Commercial Arbitration Rules of the American Arbitration Association then in effect, and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction over this Agreement. Any such arbitration will be conducted in or near Boston, Massachusetts. The prevailing Party shall be entitled to receive from the other Party its reasonable attorney's fees and costs incurred in connection with any action, proceeding, or arbitration hereunder.
- b. This section shall not be construed to limit any other legal rights of the Parties. Each Party acknowledges and agrees that any breach or threatened breach of this Agreement by the other Party may result in substantial, continuing, and irreparable damage to the first Party. Therefore, before or during any arbitration, either Party may apply to a court having jurisdiction for a temporary restraining order or preliminary injunction, where such relief is necessary to protect its interests pending completion of the arbitration proceedings.

22. Severability

Each provision of this Agreement shall be treated as a separate and independent clause and any decision from a court of competent jurisdiction to the effect that any clause or provision of this Agreement is null or unenforceable shall in no way impair the validity, power, or enforceability of any other clause or provision of this Agreement.

23. Amendments and Waivers

MassCEC may amend Section 17 (without any action by Grantee) to reflect changes in law or MassCEC policies and shall promptly deliver any and all such amendments to Contractor in the manner provided in Section 7. Except as provided in the immediately preceding sentence, no amendments to or modifications of this Agreement, and no waiver of any provision of this Agreement, shall be effective unless the same shall be in writing and shall be signed by each of the Parties. Any waiver by MassCEC of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach of such provision or any other provision of this Agreement. Forbearance or indulgence in any form or manner by a Party shall not be construed as a waiver, or in any way limit the remedies available to that Party.

24. Force Majeure

Neither Party shall be liable or responsible to the other Party, nor be deemed to have breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, when and to the extent such failure or delay is caused by or results from acts beyond the impacted Party's ("Impacted Party") reasonable control, including, without limitation, the following force majeure events ("Force Majeure Events"): (a) acts of God; (b) flood, fire, earthquake, or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest; (d) actions, embargoes, or blockades in effect on or after the date of this Agreement; (e) national or regional emergency; and (f) strikes, labor stoppages or slowdowns. The Impacted Party shall give notice within two (2) days of the Force Majeure Event to the other Party, stating the period of time the occurrence is expected to continue. The Impacted Party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized. The Impacted Party shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause. In the event that the Impacted Party's failure or delay remains uncured for a period of ten (10) days following written notice given by it under this Section, the other Party may thereafter terminate this Agreement upon fifteen (15) days' written notice.

25. Independent Status

Nothing in this Agreement will be construed or deemed to create a relationship of employer and employee, partner, joint venture, or principal and agent between MassCEC and Grantee, its employees, agents, or officers.

26. Counterparts

This Agreement may be executed in two or more counterparts, and by different parties hereto on separate counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

27. Binding Effect; Entire Agreement

This Agreement shall be binding on the Parties and their respective successors and permitted assigns, and shall inure to the benefit of the Parties and their respective successors and permitted assigns. Except as provided in the immediately preceding sentence, nothing in this Agreement shall be construed to create any rights or obligations except between the Parties, and no person shall be regarded as a third-party beneficiary of this Agreement. This Agreement embodies the entire understanding and agreement between the Parties with respect to the subject matter of this Agreement and supersedes all prior oral or written agreements and understandings relating to such subject matter. No statement, representation, warranty, covenant, or agreement of any kind not set forth in this Agreement will affect, or be used to interpret, change, or restrict, the express terms and provisions of this Agreement. Furthermore, neither Grantee's nor any of its subcontractors' provision of services under this Agreement implies, establishes or otherwise creates any rights or expectations of additional contracts with the MassCEC, whether related or unrelated to the subject matter of this Agreement. The following (together with all exhibits, schedules, and attachments) are hereby incorporated into this Agreement by reference:

- Attachment 1 – Scope of Work
- Attachment 2 – Budget
- Attachment 3 – Expenditure and Cost Share Certification
- Attachment 4 – Financing Certification Statement
- Attachment 5 – Construction Project Report Template
- Attachment 6 – Report on Pilot Operations
- Attachment 7 – Minimum Technical Requirements

[Remainder of Page Intentionally Blank]

In witness whereof, the Parties have caused this Agreement to be executed as a document under seal as of the Effective Date set forth in the first paragraph hereof.

Massachusetts Clean Energy Technology Center

[Grantee]

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Federal Tax ID No.:

Attachment 1 SCOPE OF WORK

Project Summary

[description of the project, including expected system capacity and/or energy output]

Milestone and Grant Installment Schedule

The following table summarizes the Milestone deadlines and associated Grant Installments. Please refer to the Project Deliverable Requirements by Milestone for a detailed description of deliverables to be submitted to demonstrate completion of each Milestone.

To be eligible for a Grant Installment, Grantee must provide MassCEC with all the Deliverables listed associated with the corresponding Milestone. Each Deliverable must be submitted to the MassCEC Project Manager as a separate, labelled electronic (PDF, Word or Excel) file. Deliverables must be approved by MassCEC before a Grant Installment will be paid.

Note: Deliverables and invoices may be submitted earlier than the deadline and will be reviewed when received.

[SAMPLE – will be customized for each Project; Applicants should refer to Solicitation for further details]

Project Schedule And Deliverables	Due	Total Grant Payout
Design Milestone (Design Awards only) – System Design, Initial Permit Applications		
<input type="checkbox"/> 1. Engineering designs and/or equipment specifications	6 months from Effective date <DUE DATE>	Up to 100% of Design-phase portion of grant <\$>
<input type="checkbox"/> 2. Copies of permitting and interconnection applications and associated analysis, e.g., noise, air quality, traffic, interconnection studies <i>(list individually)</i>		
<input type="checkbox"/> 3. Community Outreach Report		
<input type="checkbox"/> 4. W-9 emailed to finance@masscec.com		
Construction Milestone #1 – Financing, Site Preparation, and Equipment Order		
<input type="checkbox"/> 1. Updated construction-phase budget	8 months from Effective date <DUE DATE>	Up to 50% of Construction-phase portion of grant <\$>
<input type="checkbox"/> 2. Financing Certification Statement (Attachment 4) signed by Grantee confirming that all construction financing is in place based on updated construction-phase budget		
<input type="checkbox"/> 3. Digital photos of site showing conditions before Project begins and upon completion of site preparation, with descriptive labels. (Site preparation definition will be determined during contracting.)		

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<input type="checkbox"/>	4. Copies of key equipment orders (include descriptions if not previously supplied in Design Phase, or changes made since)		
<input type="checkbox"/>	5. W-9 emailed to finance@masscec.com (Include here if no Design Phase)		

Construction Milestone #2 – Commissioning			
<input type="checkbox"/>	1. Digital photos of new equipment/systems (MassCEC may use these pictures for publicity)	32 months from Effective date <DUE DATE>	<i>Implementation Projects:</i> Up to remainder of Construction-phase portion of grant <i>Pilot Projects:</i> Up to 85% of Construction-phase portion of grant (less amount previously disbursed) <\$>
<input type="checkbox"/>	2. Copy of warranty(ies) or service contract(s) for key equipment		
<input type="checkbox"/>	3. Permits received (<i>list individually</i>)		
<input type="checkbox"/>	4. Utility’s authorization to interconnect		
<input type="checkbox"/>	5. Commissioning report documenting that all Grant funded systems are operating as the design intended and pursuant to Attachment 7.		
<input type="checkbox"/>	6. Completed Construction Project Report template, submitted in an editable Word format (Attachment 5)		
<input type="checkbox"/>	7. For projects with electrical output: Production Tracking System (PTS) registration (contact MassCEC for form) and at least one automated electric generation report to PTS. <i>Please allow a few weeks for this process.</i>		

Construction Milestone #3 – Commissioning and Final Permitting			
<input type="checkbox"/>	1. Report on Pilot Operations, including information on first three months of operations (Attachment 6)	36 months from Effective date <DUE DATE>	Up to 100% of Construction-phase portion of grant (less amounts previously disbursed) <\$>

**Attachment 2
PROJECT BUDGET**

[insert from application]

**Attachment 3
EXPENDITURE AND COST-SHARE CERTIFICATION**

Required for *each* request for a Grant Installment

Grantee Name: _____

Work Order Number: _____

Date Submitted: _____

Grant Milestone: _____

Requested Amount: \$ _____

This Expenditure and Cost Share Certification is subject to the Agreement by and between Grantee and MassCEC. By signing below, the undersigned certifies that:

1. S/he is authorized to sign on behalf of Grantee;
2. MassCEC, pursuant to Section 13 of the Agreement, has the right to audit records to confirm the use of funds is consistent with the Grant requirements and may do so at any time in compliance with the terms of the Agreement;
3. Exhibit A* attached hereto sets forth a complete and accurate detailed summary of the Allowable Expenses incurred by and the payments made by Grantee, in connection with Grantee's completion of the Grant Milestone;
4. Exhibit A, including, but not limited to, the calculation of the amount payable to Grantee, complies in all respects with the Cost Share requirements set forth in Section 4 of the Agreement; and
5. Grantee has used and/or will use all Grant funds for the Project.

Signature: _____

Printed Name: _____

Title: _____

*** Please complete Exhibit A, Expenditures and Cost-Share Summary, and attach to this certification for submission.** (Note that any formulas MassCEC may provide in an electronic template for Exhibit A are for Grantee's convenience only; MassCEC does not guarantee that such formulas accurately reflect Agreement requirements, which remain Grantee's responsibility.)

**Exhibit A
EXPENDITURES AND COST SHARE SUMMARY**

Instructions to Grantee: Upon completion of each Milestone, fill in the appropriate invoice section below with allowable expenses incurred, date(s) incurred, amounts paid to vendors or consultants to date, and date(s) of payment. Note: MassCEC requires that the amount paid to vendors and consultants *in the aggregate* meet the minimum cost share requirement for each Milestone; the cost share requirement does not need to be met for each line-item expense individually.

Consultant/Vendor/Direct	Expenses Incurred	Date Incurred	Date Paid by Grantee	Amt Grantee Paid
Consultant/Vendor Total	\$ -			\$ -
Related-Party Labor	Expenses Incurred	Date Incurred	Date Paid by Grantee	Amt Grantee Paid
Related-Party Labor Total	\$ -			\$ -
Grand Total	\$ -			\$ -
Related-Party Labor Share (Max 15%)				#DIV/0!
Payment Request				
Grantee Cost Share (Min 25% Design, 50% Construction)				#DIV/0!
MassCEC Cost Share				#DIV/0!
Cost-Share Met? (yes/no)				

**Attachment 4
FINANCING CERTIFICATION STATEMENT
For Submission at Construction Milestone 1**

Grantee Contact and Project Financing Information	
Project Title	
Grantee Contact Name	
Title	
Organization	
Telephone	
Email	
<p>List all required project-related financing agreements.</p> <p>Include sources, amounts and dates executed (month/day/year)</p>	<p>1.</p> <p>2.</p> <p>3.</p> <p>(add more if necessary)</p>

The undersigned is a duly authorized representative of the grantee listed above.

I certify that all funds required for the completion of the Project are secured as of this date.

By: _____
(Signature of Authorized Representative)

Title _____

Printed Name _____

Date _____

**Attachment 5
IMPLEMENTATION / PILOT PROJECT DESCRIPTION**

For Submission at Construction Milestone 2

Date Submitted: _____

1. **Project Narrative:** Provide a brief description of the organics-to-energy project. This information may be posted on the MassCEC website.

Organics-to-Energy Implementation Project Profile	
Grantee Name	
Project Title	
Generator Nameplate Capacity (kW), if any	
Brief Project Description	Project Photo or Rendering
Cost and Funding Breakdown	
Total Cost	
MassCEC Funding	
Other Sources of Funding	

Grant Agreement 19-x: Grantee Name

2. Technical Details: Please provide updated information about the facility upon project completion.

Technical Worksheet	
Technology (type of system, noteworthy features):	Types of feedstocks and estimated annual quantities:
New installed system capacity (kW), if applicable:	New installed system heating capacity (kWe), if applicable:
CNG fueling station description, if applicable:	Types and estimated annual quantities of liquid and/or solid outputs:
Estimated Annual Electrical Production resulting from funded project (kWh/yr):	Estimated Annual Usable Heat Production (not including heat used within system) (kWh/year, assuming 3,412 BTU/kwh):
<i>For vehicle fueling projects:</i> Estimated Annual Gasoline Gallon Equivalents (GGE/year):	<i>For pipeline injection projects:</i> Estimated volume of gas to pipeline (scf/year):

3. Project Schedule: Please fill in the following schedule with the dates projected as of execution of contract with MassCEC, and actual completion dates:

Project Schedule		
	Original Plan (at time of Grant Agreement)	Actual Dates
1. Pre-construction permitting:		
2. Orders placed for major system components:		
3. Site preparation completed:		
4. Major system components delivered to the project site:		
5. New systems installed:		
6. Final permits obtained:		
7. All systems commissioned:		
Please explain the reasons behind schedule changes, if any:		

4. **Lessons Learned:** Please describe lessons learned in each of the categories below. Think about what went well, what went wrong, what you would do differently next time, and how you would advise someone else going through this process.

1. <u>Initial Decision-Making Process and Feasibility Study Stage:</u>
2. <u>Design, Permitting, and Stakeholder Interaction:</u>
3. <u>Equipment Procurement:</u>
4. <u>Site Preparation, Construction and Equipment Installation:</u>
5. <u>Interconnection:</u>
6. <u>Commissioning:</u>

5. **Feedstock Procurement** [Implementation Projects Only]: What is your plan for feedstock procurement? Who will be responsible? What is their business relationship to the facility owner?

6. **Operations and Maintenance:** Who will be responsible for preventive maintenance? Routine maintenance and repairs? What are your anticipated operations and maintenance costs (annual and periodic major expenses)?

7. **Renewable and/or Alternative Energy Certificates** [Implementation Projects Only]: How do you plan to sell the Renewable Energy and/or Alternative Energy Certificates generated by the project? (If Grantee does not have the rights to the RECs or AECs generated, please explain.)

8. **Total Project Costs:** Please provide updated information on the total cost of the project, which may include more elements or higher values than were part of the Allowable Expenses in the MassCEC Grant Agreement Contract Budget, as of project completion. The table below is an imbedded Excel spreadsheet: click on it twice to open Excel; click elsewhere in the main Word document to close Excel. White cells are data entry cells, and yellow cells are calculation cells. Rounding of figures is acceptable, however the total should be a reasonable reflection of the total installed cost. Figures entered here *need not* precisely match figures submitted as part of Grantee’s invoice to MassCEC for grant disbursement. Do not include any costs associated with feasibility

Equipment Description	Model	Manufacturer	Location of Manufacturer (City/ State/ Zip/ Country)	Quantity	Unit Cost	Total Cost
[list major equipment (e.g., tanks, pumps, generator, etc.), insert rows as required]						\$ -
[list major equipment (e.g., tanks, pumps, generator, etc.), insert rows as required]						\$ -
Main Equipment Costs						\$ -
Data Acquisition System (If Applicable)						\$ -
Meter						\$ -
Other						\$ -
Peripheral Equipment Costs						\$ -
Design Costs (engineering, permitting, RPS-related etc.)						\$ -
Balance of Plant and Installation Costs (equipment, labor, electrical, etc.)						\$ -
Interconnection Costs (if applicable)						\$ -
Total Installed Cost						\$ -

studies.

9. **Production Tracking System Information [Implementation Projects Only]** : All projects with electrical output are required to report monthly generation to MassCEC’s Production Tracking System (PTS) through an automated Data Acquisition System (DAS). Information about PTS, including a link to a listing of DAS service providers, is available on MassCEC’s website: <http://www.masscec.com/pts>. Steps to meeting requirement:
- Select a DAS service provider well in advance of the expected date of commercial operation of the renewable energy system to set up a DAS linked to PTS.
 - **Request a PTS registration form** from MassCEC grant manager.
 - Complete and submit the form as soon as possible following system start-up. PTS will contact the DAS provider when system registration is complete.
 - **At least one automated report from Grantee’s DAS to PTS is required for completion of the final contract milestone.** The reporting window includes the last 5 days a calendar month through the first 5 days of the following month. MassCEC’s grant manager will confirm that the automated report was successful.

10. Economic Impact [Implementation Projects Only]: Please estimate the following:

Number of design, permitting, and construction jobs, as full-time job-years (e.g., construction worker full time for 3 months is 0.25 job-years):	job-years
Number of permanent jobs, as full-time equivalents (e.g., operator who spends 20 hours per week every week is 0.5 FTE):	FTEs
Estimated new lease payments to a municipality, if any:	\$ /year
Estimated new property tax payments, if any:	\$ /year
Estimated avoided annual quantities and costs of energy that will no longer be purchased for on-site use: [list all relevant types, e.g., grid electricity, natural gas, diesel fuel, heating oil]	

Attachment 6 REPORT ON PILOT OPERATIONS

For Submission at Construction Milestone 3 [Pilot Projects Only]

The purposes of the report on pilot operations are to provide useful information to others who may develop a similar facility; qualitative and quantitative characterization of facility capabilities (particularly the types and amounts/rates of feedstocks that can be used, the quantity of gas generated, and amounts of materials that may require disposal); experience with particular system components (e.g., performance, reliability, compatibility); and recommendations for reliable or improved operations. The report shall, at a minimum, address the following topics:

- I. System start-up
- II. Review of system components (e.g., performance, reliability, compatibility with other components)
- III. Summary of key operating parameters at steady state
- IV. Uses/disposal of all outputs
- V. Difficulties encountered and how addressed
- VI. Description and results of any experimental operations
- VII. Plans for maintaining or modifying operations
- VIII. Annualized estimates of input and output quantities

Attachment 7 Minimum Technical Requirements for Commonwealth Organics-to-Energy Projects

All projects must demonstrate compliance with the Minimum Technical Requirements set forth in this attachment. These requirements are not intended to be all-encompassing, nor is this attachment intended to be a substitute for engineering specifications or for safety requirements. Site specific conditions and/or local requirements may require additional or specific technical requirements not contained in the following minimum requirements. MassCEC reserves the right to withhold Grant Installments to any project that does not satisfy the Minimum Technical Requirements.

Minimum Technical Requirements	
Installation General Requirements	<p>Project electrical work must be performed by a licensed professional electrician.</p> <p>Project components must be installed according to the manufacturer’s instructions and in compliance with all applicable codes and standards including:</p> <ul style="list-style-type: none"> • The provisions of the National Electric Code (most recent available at time of installation) • Local, state, and/or federal building laws, codes and practices <p>Electric utility interconnection agreement; authorization to interconnect must be in place at the time of interconnection to the utility grid.</p> <p>All pertinent permits and inspections must be obtained and copies kept on file as required by local codes and/or state law.</p> <p>Installed equipment may not be removed from the site for its useful design life as specified in the Agreement or terms and conditions.</p>
Mandatory Commissioning	<p>The project must be fully commissioned and a commissioning report must be prepared. Commissioning is the process of ensuring that all systems are designed, installed, functionally tested, and capable of being maintained and operated according to the approved design and owner’s operational needs. At a minimum, the commissioning report should include: inspection process and findings, system and component testing process and findings, and initial system performance findings.</p> <p style="text-align: right;"><i>(continued)</i></p>

<p>All Equipment</p>	<p>The equipment and components that comprise the project must have the following characteristics:</p> <ul style="list-style-type: none"> • All equipment funded in part or in whole by MassCEC must be new and of a design suitable for the proposed installation. • UL-listed and compliant with Institute of Electrical and Electronics Engineers standards • Minimum one-year full warranty or comparable service contract coverage to the purchaser against defects, failures, breakdowns, or excessive degradation of electrical output. The warranty shall cover the full cost, including labor, of repair or replacement of defective components or systems. The warranty shall cover the full cost, including labor, of repair or replacement of defective components or systems. The warranty shall also apply to the automated reporting system discussed below.
<p>Reporting to MassCEC's Production Tracking System (PTS)</p>	<p>Projects with electrical output must include an automated reporting system that meets the requirements described below, and must report energy generated by the project to the MassCEC PTS for a minimum of five years beginning on the date of commercial operation of the Project.</p> <p>To facilitate automated reporting to the PTS, the facility must have a dedicated meter that:</p> <ul style="list-style-type: none"> • is readily accessible and easily understood by the system owner; • measures the system's AC output; • is separate from the utility billing meter and does not interfere with utility billing or net-metering; • is a standard utility "revenue quality" meter that conforms to applicable American National Standards Institute C-12 standards and is installed on the output side of the renewable system's isolation transformer; and • has a visible display of cumulative energy produced by the renewable energy system and is available for periodic testing and/or re-calibration, if necessary. <p>There are three options for establishing automated reporting to the PTS:</p> <ol style="list-style-type: none"> 1) Vendor-Supplied System: A Data Acquisition System ("DAS") that has local PTS-incorporated Automated Reporting features. 2) Vendor-Supplied Service: A DAS with a service that offers remote monitoring that has PTS-incorporated Automated Reporting features. 3) Sample Source Code Integration: A DAS vendor or service provider can customize the software of their system to incorporate this data transfer functionality. <p>Contact your vendor or contact MassCEC for a list of products that have incorporated automated reporting capabilities.</p> <p>More general information about the PTS and DAS providers can be found at: http://www.masscec.com/get-clean-energy/production-tracking-system</p> <p>More information about Automated Reporting requirements can be found at: www.masscec.com/pts.</p>