

**GRANT AGREEMENT
BETWEEN THE COMMONWEALTH OF MASSACHUSETTS
DEPARTMENT OF ENVIRONMENTAL PROTECTION
AND
[GRANTEE]**

This Grant Agreement by and between Massachusetts Department of Environmental Protection and the **[Grantee]**, is dated as of the _____ day of _____, 2022

RECITALS

WHEREAS, the Massachusetts Department of Environmental Protection (“Department” or “MassDEP”), is a duly constituted agency of the Commonwealth of Massachusetts established pursuant to M.G.L. c. 21A, § 7; and with its principal office at One Winter Street, Boston, Massachusetts 02108 and the **[Grantee – includes name, address, facility type]**; and

WHEREAS, the Climate Protection and Mitigation Expendable Trust (“Trust”) was created pursuant to M.G.L. c. 6A, § 6 and 801 CMR 50.00 et seq. and in furtherance of the greenhouse gas emissions reduction goals of M.G.L. c. 21N, the Climate Protection and Green Economy Act, and the regulations promulgated thereunder at 310 CMR 7.74, Reducing CO₂ Emissions from Electricity Generating Facilities, and 310 CMR 7.75, the Clean Energy Standard (CES), including any amendments thereto, to further programs or projects to reduce greenhouse gas emissions in order to mitigate the impacts of climate change; and

WHEREAS, MassDEP has awarded the **[Grantee]** a Gap III Grant for an Energy Efficiency and/or Clean Energy Project from the Trust, valued at up to \$ **grant**; and

WHEREAS, This Grant will assist the Grantee with installing energy efficiency improvements and/or implementing clean energy projects to reduce energy usage, save money and reduce greenhouse gases; and

WHEREAS, Grant funds can only be used as awarded and as specified below for the design and installation of energy efficiency improvements and/or for the design and implementation of renewable energy projects at the facility, as approved by MassDEP. More specifically, grant funds can only be used for the work activities and/or project (hereinafter “Project”) described in the attached Scope of Work (“Scope”); and

WHEREAS, The term of the Grant shall be through XXXX ;

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, MassDEP and the **[Grantee]** (hereinafter collectively the “Parties”) agree as follows:

AGREEMENT

1. **[Grantee]** (“Grantee”), as the recipient of the Grant award from MassDEP, accepts the Grant award pursuant to all terms of the Agreement, and subject to all terms and conditions set forth in MassDEP’s Gap III Energy Grant 2022-2023 Funding Opportunity (“Gap Grant”), dated INSERT DATE, which is incorporated by reference.
2. Use of Grant Funds/Scope of Work: The Project’s Scope of Work (“Scope”) prepared by the Grantee and approved in writing by MassDEP is attached hereto and hereby is a part of this Grant Agreement. The Grantee shall comply with all of the Scope’s terms and conditions. Grantee must obtain approval, in writing, from MassDEP for any Grantee-proposed changes in the Project Scope after the execution of this Grant Agreement.
3. Grant Term: The term of the Grant award shall be from the effective date of the Parties’ execution of all required contract documents through XXXX, unless otherwise agreed to in writing by the Parties through amendment to both the Standard Contract Form and this Agreement. The Grantee agrees to complete the Project as described in the Scope and shall ensure that the Project is operational prior to the contract end date of this Grant award.

RESPONSIBILITIES OF THE GRANTEE

4. Commonwealth Contract Requirements: The Grantee agrees to execute all Commonwealth Contract Forms, as set forth in Appendix D of the Gap Grant, and including this Agreement, to finalize the grant award.
5. Project Equipment Purchases: All equipment purchased to complete the Project shall be utilized only for the energy efficiency and/or renewable energy Project(s) at the facility, unless otherwise approved in writing by MassDEP. MassDEP reserves the right to require the Grantee to provide supporting documentation to substantiate compliance with this requirement.
6. Documentation requirements for energy efficiency rebates, and/or other eligible energy conservation measures: Grantee shall provide documentation to MassDEP of having applied for all electric and/or gas rebates or incentives provided for eligible energy conservation measures, as outlined in Appendix C: Gap III Grant Application Data Table. Grantee must have written pre-approval or express “approval” documentation from utilities regarding rebates prior to the Grantee’s selection and installation of equipment and products for the Project. Grantees must also comply with any requirements by energy utilities to conduct a post-installation verification of the newly installed equipment to ensure that the installation is consistent with the incentive application as approved. If available, Grantee must also provide MassDEP with the utility’s post-installation verification report. If the Grantee installs energy efficiency products that fail to meet performance qualifications for utility rebates, the Grantee may be held responsible for the full costs associated with that installation, which in turn may negatively impact the Project and/or the value of the grantee’s Gap Grant award.

7. Invoicing and Payments: All grant funds are disbursed on a reimbursement basis, after receipt of supporting documentation and upon review and written approval of MassDEP. The Grantee shall submit invoices to MassDEP for the reimbursement of approved expenditures, accompanied by the supporting documentation. Invoices for the reimbursement of approved expenditures shall be accompanied by the following documentation (at a minimum): proof of purchase in the form of an invoice which lists the vendor name and address, items or services purchased, and the total cost. MassDEP reserves the right to require additional supporting documentation from the Grantee with respect to the review and approval of any request for reimbursement of Project costs.

Grantee must obtain approval, in writing, from MassDEP for any reallocation of Project funds among existing categories or approved new budgeted tasks. The Grantee's final invoice for reimbursement shall be submitted to MassDEP no later than XXXXX, unless otherwise approved by MassDEP.

8. Reporting:

- a. The Grantee shall submit quarterly progress reports on the Project deliverables to MassDEP during the Project's development and implementation and at the end of the Project, shall submit a final report as specified in the Scope, no later than XXXXX.
- b. The Grantee shall submit one preceding year of monthly energy usage information for an energy baseline to MassDEP prior to the initiation and implementation of the approved Gap grant project(s).
- c. The municipal Grantee shall verify and, if needed, complete establishment of accounts with MassEnergyInsight within six months of the effective date of this contract.
- d. The municipal Grantee shall verify and ensure the accuracy and completeness of facility data in MassEnergyInsight for three (3) years following completion of the funded project(s).
- e. For nonprofit and small business Grantees not eligible to utilize MassEnergyInsight, Grantees shall establish an electronic means to track and verify total cumulative energy and cost savings data for at least three (3) years following the completion of the funded project(s). Grantees shall share this information with MassDEP or any entity MassDEP designates or contracts with to perform a cost benefit analysis.

Note to Grantees: MassDEP is currently exploring software options to facilitate the tracking and verification of energy and cost savings for grantees to utilize to fulfill this requirement. MassDEP will provide grantees with additional information in the event that a specific and feasible software program is identified for this function.

- f. For installation of all eligible renewable energy technologies, registration at <https://www.masscec.com/register-my-system> and reporting to the Massachusetts Clean Energy Center Production Tracking System (PTS) <https://www.masscec-pts.com/#/home> or reporting to the [SMART Program](#) as required.

9. Publicity and Outreach:

(a) The Grantee shall coordinate with MassDEP on all outreach materials and publicity tools (i.e., press releases, media advisories, etc.) issued by the Grantee in conjunction with or as a result of this grant. A summary of outreach as described in the Scope shall be submitted to MassDEP on or before [XXXX] and shall include the following language: “This project is funded in part by a grant from the Massachusetts Department of Environmental Protection.” Printed outreach materials shall be printed double-sided on 30% post-consumer recycled paper.

(b) MassDEP shall retain the right to utilize and disseminate all printed outreach materials and publicity tools and artwork produced by the Grantee and/or the Grantee’s contractor as a result of this Grant. The Grantee shall provide MassDEP with copies of all outreach materials and publicity tools developed (in hard copy and electronically).

11. Property Rights: Upon delivery from the vendor, the Grantee Facility owner, or in the case of a Lease agreement, the Property Owner, shall retain exclusive possession of the Project’s energy improvements as they relate to the building, subject to the provisions of this Grant Agreement. For business specific equipment related energy improvements, the Grantee shall retain exclusive possession, subject to provisions of this Grant Agreement. The Grantee shall be solely responsible to ensure the Project improvements and/or equipment against damage, theft or loss during the time in which said equipment is in the possession, custody, or control of the Grantee. For the duration of this grant, the Grantee shall not sell, lease, loan or otherwise transfer rights or possession of the Project’s energy improvements/equipment, as defined in the Scope, unless it has received prior written authorization from the Department.

12. Early Termination of Lease: In the event of the early termination of a lease agreement which occurs prior to the Grantee’s completion of the Project, and regardless of the lease termination circumstances, the Grantee shall remain solely responsible for any and all outstanding financial investments towards the Project up through the date of lease termination. Where the lease to the facility has been terminated prior to the completion of the Project, the Gap Grant will immediately become null and void legally as of the date of lease termination, and MassDEP will no longer be financially obligated to reimburse the Grantee or the Property Owner for any investments made towards the Project after the date of lease termination.

13. Environmental Compliance: The Grantee acknowledges and agrees that the receipt of a Gap Grant from MassDEP does not in any way imply that the Grantee is in full compliance with all applicable environmental statutes and/or regulations. This Grant Agreement shall not be construed as, nor operate as, relieving the Grantee or any other person of the necessity of complying with all applicable federal, state, and local environmental laws, regulations and approvals. The Grantee’s facilities are subject to inspection at any time by MassDEP and the

Grantee's noncompliance with applicable environmental statutes and/or regulations may result in formal enforcement actions, including penalties.

14. Failure to Comply: If the Grantee fails to comply with any of its responsibilities identified in this Grant Agreement and/or in the Gap Grant, MassDEP may elect to impose one or more of the following remedies:

(a) MassDEP may deny reimbursement to the Grantee for any unfinished Project deliverables and/or Project deliverables that fail to comply with the Scope requirements;

(b) MassDEP may reduce and/or revoke the Grantee's Gap award due to the failure to initiate/continue and/or complete the Project in accordance with all requirements; and/or

(c) MassDEP may determine that the Grantee is ineligible to apply for another Gap Grant opportunity for up to three years following its failure to comply with Gap Grant requirements.

In its discretion, MassDEP may provide written notice to the Grantee of its failure to comply with one or more of the Gap grant requirements and provide a time period for the Grantee to remedy its noncompliance, prior to electing one or more of the remedies set forth above.

However, the provision of any written notice from MassDEP to the Grantee is not a precondition to MassDEP's right to select options (a), (b) and/or (c) above.

GENERAL PROVISIONS

15. Authority: The Signatories of this Grant Agreement expressly acknowledge that they are duly authorized by their respective entities to enter into this Grant Agreement.

16. Amendments: This Grant Agreement may be amended or otherwise modified only by written agreement executed by the Parties hereto.

17. Governing Law: This Agreement shall be governed by the laws of the Commonwealth of Massachusetts.

18. Authorization for Agreement Execution in Multiple Counterparts: The Parties expressly authorize and agree that this Agreement may be executed in one or more counterpart originals by the authorized signatories, all of which when executed shall constitute a single executed and legally binding Agreement.

19. Authorization of the use of Electronic Signatures for Agreement Execution: The Parties expressly authorize and agree that the execution of this Agreement by its authorized signatories through the use of Electronic Signatures, whether digital or encrypted, are intended to and will have the legal effect of authenticating this Agreement and will have the same force and effect as manual signatures.

IN WITNESS WHEREOF, this Grant Agreement is executed in the name of each of the parties hereto by a duly authorized representative of each such party as of the date first written above.

**COMMONWEALTH OF MASSACHUSETTS
DEPARTMENT OF ENVIRONMENTAL PROTECTION**

BY:

**Bawa Wavezwa, Director of Fiscal Management
Massachusetts Department of Environmental Protection**

Date

[GRANTEE]

BY:

Print Name

Title

Signature

Date

ATTACHMENT: SCOPE OF WORK