

GRANT AGREEMENT

This Grant Agreement (“**Agreement**”), effective as of the date of the last signature below (“**Effective Date**”), is by and between Home Energy Efficiency Team, Inc. (“**HEET**”) and [City of Somerville] (“**Grantee**”).

Background

- A. HEET has received funding from the Massachusetts Clean Energy Technology Center (“**MassCEC**”) to fund networked geothermal demonstration projects (the “**MassCEC Grant**”);
- B. HEET is using the MassCEC Grant to offer a funding opportunity for Massachusetts cities, towns, and non-profits to conduct community engagement projects and conduct feasibility studies to assess potential sites for networked geothermal projects (“**Kickstart Massachusetts**”);
- C. Grantee has applied to receive funding through Kickstart Massachusetts; and
- D. HEET has agreed to award the grant identified in Exhibit A to Grantee (the “**Grant**”) as part of Kickstart Massachusetts to fund the project described in Exhibit A (the “**Project**”).

In consideration of the Grant, mutual agreements, and promises set forth below, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Project

- 1.1. Grantee Responsibilities. Grantee hereby agrees to: (i) perform its obligations with respect to the Project as set forth in Exhibit A (the “**Project Plan**”); (ii) use the Grant funds solely for the Project and solely in accordance with the specifications and budget in the Project Plan; (iii) make Grantee’s key personnel available and participate in all conference calls and meetings reasonably requested by HEET; (iv) furnish all information, materials, reports, or deliverables identified in the Project Plan (“**Deliverables**”) in a timely manner; and (v) obtain all rights and licenses required to complete Grantee’s obligations under the Project Plan. Grantee will ensure that its personnel have read, understood, and agreed to be bound by the obligations of confidentiality and non-use in this Agreement.
- 1.2. 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 will not discriminate in the hiring of any applicant for employment nor will 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, gender identity, or for exercising any rights afforded by law.
- 1.3. Subcontractors. If the Project Plan specifies that the Grant has been awarded to Grantee for the purpose of funding a community engagement project, Grantee may engage subcontractors without the prior written consent of HEET, provided that Grantee submits spending reports to HEET in accordance with the Project Plan that include: (i) the contact information for each subcontractor; (ii) the work performed by each subcontractor; and (iii) the amount paid by Grantee to each subcontractor. If the Project Plan specifies that the Grant has been awarded to Grantee for the purpose of funding a feasibility study, Grantee will not assign, delegate, or subcontract any of its rights or obligations under this Agreement without the prior written approval of HEET. Any such approval will not relieve Grantee of its obligations under this Agreement. If Grantee engages any subcontractors under this Agreement, Grantee will be and remain responsible for the activities of such subcontractors under this Agreement as if such activities were conducted by Grantee itself.
- 1.4. Reports; Further Assurances. Upon completion or termination of the Project or as otherwise described in the Project Plan, Grantee agrees to provide to HEET a complete and accurate written report describing Grantee’s activities under the Agreement as well as such other information as the parties may mutually agree (a “**Report**”), in either electronic or hard copy format to HEET. Grantee agrees to provide HEET with a Report no later than thirty days after the completion or termination of the Project. Grantee will provide to HEET all documentation reasonably requested by HEET in order to assist HEET in determining

whether the Project complies fully with the Project Plan and with the terms and conditions of this Agreement and the MassCEC Grant. Grantee agrees that documents, budgets, reports, and other written information pertaining to Grantee that have been furnished to HEET are true, complete, and correct in all material respects and do not contain any material misstatement of fact or omit to state a material fact.

2. Term. This Agreement commences on the Effective Date and continues until the completion of the Project, unless earlier terminated pursuant to Section 11 (the “**Term**”).
3. Grant Amount. HEET will disburse the Grant funds to Grantee as outlined in the Project Plan, provided that Grantee satisfied all of its obligations under the Project Plan and has complied with the terms and conditions in this Agreement. Grantee acknowledges and agrees that the Grant funds are dependent on HEET’s receipt of funds under the MassCEC Grant. HEET will not be liable for any delay in payment to Grantee caused by HEET’s failure to receive funds due to it under the MassCEC Grant.
4. Use of Funds. The Grant is supported by the MassCEC Grant awarded to HEET and is subject to certain terms and conditions under HEET’s agreement with MassCEC (“**MassCEC Agreement**”). Grantee agrees to use reasonable efforts to assist HEET in fulfilling its obligations under the MassCEC Agreement. All Grant funds must be used in accordance with the Project Plan and Grantee will not use the Grant for any other purpose other than the Project unless prior written permission has been received from HEET. Any unused portion of the Grant held by Grantee at the end of the Term must be returned to HEET.
5. Audit. During the Term, Grantee will retain complete and accurate books and records with respect to the use of the Grant funds and maintain copies of its working papers, files, progress reviews, reports, records, invoices, documents, or Deliverables furnished to HEET by Grantee in connection with the Project (collectively, “**Records**”). During the Term, HEET may engage internal and/or external independent auditors to audit Grantee’s use of the Grant and the activities carried out in connection with the Project. Grantee will cooperate with HEET upon written request in responding to any request by HEET’s internal and external auditors or any requests from MassCEC seeking to verify HEET’s compliance with the requirements set forth in the MassCEC 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 will refund to HEET 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, HEET will be entitled to immediately terminate this Agreement and discontinue disbursing Grant funds to Grantee from the date the audit is completed. Upon expiration or termination of the Agreement, Grantee will promptly deliver all Records in Grantee’s possession to HEET, whether in written or electronic form, and Grantee will provide HEET with written confirmation that all such Records have been delivered to HEET upon HEET’s request.
6. Publications. Grantee may not use the name, trademarks, logos, or other branding of MassCEC without the prior written consent of MassCEC; provided that Grantee may use MassCEC’s name in public statements or press releases without MassCEC’s prior consent solely: (i) for the purposes of identifying Grantee as the recipient of the Grant; and (ii) in providing factual and accurate descriptions of the Grant and the Project in connection with the activities outlined in the Project Plan. Any use of MassCEC’s name, trademarks, logos, or other branding will comply with any guidelines or instructions that MassCEC may provide to Grantee from time to time.
7. Intellectual Property.
 - 7.1. License Grant. Grantee hereby grants to HEET a non-exclusive, perpetual, irrevocable, transferable, sublicensable (through multiple tiers), royalty-free, worldwide license to make, have made, use, import, offer for sale, sell, reproduce, distribute, modify, adapt, prepare derivative works of, display, perform, and otherwise exploit the Deliverables and all written and other work, data, developments, inventions, processes, work product, technology, intellectual property, or other materials of any nature created or collected by Grantee or any other third party contractors, vendors, personnel, or other individuals or entities associated with the Project, in each case that were developed for, under or in connection with this Agreement or the project, and including all related intellectual property rights.
8. Representations and Warranties

8.1. Each party represents and warrants that:

- a) it has the legal right, capacity, and authority to enter into this Agreement and the execution, delivery, and performance of this Agreement has been duly authorized by all necessary corporate action; and
- b) it is qualified and permitted to enter into this Agreement and that the terms of the Agreement are not inconsistent with its other contractual arrangements.

8.2. Grantee represents and warrants that:

- a) Grantee will perform its obligations under this Agreement and the Project Plan in a professional and workman-like manner; and
- b) Grantee is in good standing and has the corporate power to conduct its business as presently conducted and enter into and comply with its obligations under this Agreement.

8.3. EXCEPT FOR THE EXPRESS REPRESENTATIONS AND WARRANTIES STATED IN THIS AGREEMENT, NO PARTY MAKES, AND EACH PARTY EXPRESSLY DISCLAIMS, ANY ADDITIONAL REPRESENTATION, CONDITION, OR WARRANTY OF ANY KIND WHETHER EXPRESS, IMPLIED (EITHER IN FACT OR BY OPERATION OF LAW), OR STATUTORY, AS TO ANY MATTER WHATSOEVER. EACH PARTY EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY, ACCURACY, TITLE, RESULTS, AND NON-INFRINGEMENT.

9. Indemnification. Grantee agrees to indemnify, defend, and hold harmless HEET and its directors, officers, and employees from any liabilities, damages, and costs, including costs and attorney fees, resulting from third party claims arising out of: (i) any breach of this Agreement or false representation of Grantee, its officers, directors, employees, agents, subcontractors, or assigns under this Agreement; or (ii) any negligent acts or omissions or reckless misconduct of Grantee, its officers, directors, employees, agents, subcontractors, or assigns.

10. Limitation of Liability. UNDER NO CIRCUMSTANCES WILL HEET'S AGGREGATE TOTAL LIABILITY ARISING OUT OF A BREACH OF THIS AGREEMENT (INCLUDING BUT NOT LIMITED TO WARRANTY CLAIMS), REGARDLESS OF THE FORUM AND REGARDLESS OF WHETHER ANY ACTION OR CLAIM IS BASED ON CONTRACT, TORT, OR OTHERWISE, EXCEED THE TOTAL AMOUNT OF THE GRANT. NO PARTY WILL, UNDER ANY CIRCUMSTANCES, BE LIABLE TO THE OTHER PARTY FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES FOR ANY BREACH OF THIS AGREEMENT OR OTHERWISE IN CONNECTION THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO LOST PROFITS, EVEN IF SUCH PARTY HAS BEEN NOTIFIED IN ADVANCE OF THE LIKELIHOOD OF SUCH DAMAGES OCCURRING.

11. Termination

12.1 Termination by HEET. HEET may terminate this Agreement with thirty (30) days' written notice to Grantee.

12.2 Termination for Breach. Either party may terminate this Agreement for material breach by the other party, provided that the terminating party has given the breaching party written notice of the breach and at least thirty days to cure the breach prior to the effective date of termination. If HEET terminates the Agreement pursuant to this Section 12.2, HEET will have the right to rescind Grant payments.

12.3 Termination of MassCEC Agreement. HEET may terminate this Agreement immediately with written notice if the MassCEC Agreement is terminated.

12.4 Consequences of Early Termination. If this Agreement is terminated at any time prior to the end of the Term: (i) HEET will no longer be required to disburse any Grant funds to Grantee; and (ii) Grantee will furnish to HEET any partial or completed Deliverables created pursuant to this Agreement.

12.5 Survival. Sections 5, 6, 7.1, 8.3, 9, 10, 12.5, and 12 will survive any expiration or termination of this Agreement.

12. Miscellaneous

12.1. 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, provided however that the results of the Project can be used in the context of public education or in relevant proceedings before the Department of Public Utilities or the Massachusetts General Court.

12.2. Public Records and CTHRU. Grantee acknowledges and agrees that HEET may share information about Grantee, the Project, and this Agreement with MassCEC pursuant to HEET’s obligations under the MassCEC Agreement. As a public entity, MassCEC is subject to the Commonwealth’s Public Records Law, codified at M.G.L. c. 66. Grantee acknowledges that any documentary material, data, or other information received by MassCEC is a public record subject to disclosure. Grantee acknowledges and agrees that MassCEC, in its sole discretion, will determine whether any particular document, material, data, or other information is exempt from or subject to public disclosure. Grantee agrees and acknowledges that MassCEC will have the right to disclose the name of Grantee, 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.

12.3. No Conflicting Obligations. Each party agrees that it will not enter into any contract or other obligation that conflicts with the terms of this Agreement.

12.4. Third Party Beneficiaries. This Agreement is for the benefit of HEET and Grantee only and not for the benefit of any other party.

12.5. Assignment. This Agreement may not be assigned, in whole or in part, by Grantee without HEET’s advance written consent. Any attempt by Grantee to assign this Agreement, in whole or in part, in violation of this provision is null and void.

12.6. Notice. Any notice or other communication required by this Agreement will be made in writing and given by prepaid, first class, certified mail, return receipt requested, and will be deemed to have been served on the date received by the addressee at the following address or such other address as may from time to time be designated to the other party in writing:

If to HEET: 50 Milk Street
Boston, MA 02109

If to City of Somerville: [City Hall, 93 Highland Ave., Somerville, MA 02143]

12.7. No Waiver. A waiver, express or implied, by either HEET or Grantee of any right under this Agreement or of any failure to perform or breach hereof by the other party will not constitute or be deemed to be a waiver of any other right hereunder or of any other failure to perform or breach hereof by such other party, whether of a similar or dissimilar nature thereto.

12.8. Headings. Headings included herein are for convenience only, do not form a part of this Agreement and will not be used in any way to construe or interpret this Agreement.

12.9. Entire Agreement. This Agreement, including all Exhibits, constitutes the entire understanding between the parties relating to the subject matter herein and supersedes any prior representations or agreements, oral or written, and all other communications. This Agreement will not be amended or waived except in writing, signed by both parties; provided, however, Grantee agrees that HEET may amend this Agreement with notice to Grantee, solely to the extent necessary to bring this Agreement in compliance with the MassCEC Agreement. Except as otherwise explicitly provided in this Agreement, the provisions of this

Agreement will control and prevail over any conflicting provisions in any Exhibit or other document attached hereto.

12.10. Severability. If any provision of this Agreement is determined to be illegal, invalid, or unenforceable by a competent court or tribunal, the validity and enforceability of the remaining provisions will not be affected and, in lieu of such illegal, invalid, or unenforceable provision, there will be added as part of this Agreement one or more provisions as similar in terms and effect as may be legal, valid, and enforceable under applicable law.

12.11. Governing Law and Jurisdiction. This Agreement and the rights and obligations of the parties hereunder is governed by the laws of Commonwealth of Massachusetts, USA without regard to the conflict of laws provisions thereof. The parties agree that any dispute regarding the interpretation or validity of this Agreement will be subject to the exclusive jurisdiction of the state and federal courts in Middlesex County, Massachusetts, and each party hereby agrees to submit to the personal and exclusive jurisdiction and venue of such courts. The prevailing party in any action to enforce this Agreement will be entitled to costs and attorneys' fees.

12.12. Counterparts. The parties may execute this Agreement in multiple counterparts, each of which constitutes an original, and all of which, collectively, constitute only one agreement. This Agreement may be executed by facsimile or PDF, and such facsimile or PDF will be deemed an original and fully enforceable and admissible in any legal proceeding. Delivery of an executed counterpart signature page by facsimile or PDF is as effective as executing and delivering this Agreement in the presence of the other parties to this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

HOME ENERGY EFFICIENCY TEAM, INC.

[City of Somerville]

Signature _____

Signature _____

Name _____

Name Katyana Ballantyne

Title _____

Title Mayor

Date _____

Date _____

**EXHIBIT A
PROJECT PLAN**

Grantee Project Contact Information:

Name: Christine Blais
Title: Director, Mayor's Office of Sustainability and
Environment
Email: cblais@somervillema.gov
Phone Number: (617) 625-6600 ext. 2422

HEET Project Contact Information:

Name:
Title:
Email:
Phone Number:

Project Overview

Grantee will conduct a feasibility study that identifies potential locations for geothermal networks. In connection with the project, Grantee agrees to attend the three webinars for the project that are facilitated by HEET and provide a 5-10 minute presentation at each webinar regarding the progress of Grantee's project. Grantee will provide a final report to HEET that includes a discussion of Grantee's findings for each of the "Base Requirements" and "Final Report Requirements" listed below. Grantee will participate in a wrap up interview to be scheduled after review of the final report.

Base Requirements for Grantee

1. Conduct robust community engagement to both educate and elicit feedback about the opportunities and concerns around networked geothermal for residents, and commercial and community nonprofits such as houses of worship.
2. Discuss the location of at least one site that provides an opportunity to deploy a geothermal network. Motivations could include, but are not limited to:
 - a. Social impact / the story
 - b. Developing a resilience hub
 - c. There are willing participants
 - d. Unique thermal resources- sources or sinks
3. Discuss why the cluster of buildings is well suited for a networked geothermal approach. Reasons could include, but are not limited to:
 - a. Differing occupancies, and do not all experience their individual heating and cooling loads/peaks simultaneously. This permits load-sharing to improve energy efficiency, and the combined geothermal well field can be economically sized.
 - b. Buildings rejecting a significant amount of thermal energy providing heat rejection from ice rinks, freezers/groceries, and waste cooling from data centers
 - c. Close proximity, so a heating/cooling loop can be economically installed
 - d. Ownership and maintenance of the systems
 - e. Barriers to installation (such as required permissions and variances) will be minimal.
4. Conduct a geological review
 - a. Description of geological formations to determine if drilling vertical wells is appropriate and/or cost-effective. Massachusetts DEP geological maps will provide some data.

Final Report Requirements

1. Analysis of identified site(s):
 - a. Need for the community, which could include any of the following topics:
 - i. Gas or electric grid constraints
 - ii. Distal "end" of energy distribution systems
 - iii. High energy prices
 - iv. Gas leaks or pipeline replacement
 - b. Deepen geological review
 - i. Assessment of thermal prosumers for heat recovery and regulatory feasibility
 - ii. Assessment of surface water heat exchange and regulatory feasibility
2. Survey and assessment of buildings
 - a. Assessment of building heating/cooling needs:
 - i. Building names, use type, and ownership
 - ii. Number of buildings per parcel
 - iii. Building use and daily operating hours

- iv. Area: square footage and floors
- v. Building age
- vi. Energy consumption and fuel type(s)
 - 1. Community choice electric rate (Y/N)
- b. Survey of Building heating/cooling and related systems including:
 - i. HVAC System Age
 - ii. Heating system(s)
 - iii. Cooling system(s)
 - iv. Domestic Hot Water System
- c. Barriers to electrifying local building stock
- d. Discussion of parallel studies or renovation projects being conducted for the participating buildings, if any.
- 3. Discrete building and thermal energy modeling
- 4. High-level regulatory review:
 - a. Discussion of the regulatory process for conducting the study, if any.
 - b. Discussion of any unique regulatory elements for implementation.

Estimated Project Term

Estimated Project Start Date: March 27, 2024
 Estimated Project End Date: December 31, 2024

Total Grant Amount: \$50,000

Project Milestones

<i>Milestone</i>	<i>Deliverables</i>	<i>Estimated Completion Date</i>
Project Kickoff	MDEP preliminary assessment of each site and Q&A	March 27, 2024
Progress Check #1	Submit a spending report and presentation	June 26, 2024
Progress Check #2	Submit a spending report and presentation	September 25, 2024
Final Report Submission	Submit final report along with a spending report.	December 13, 2024
Exit Meeting	Final interview with project team following review of final report	The date of the Exit Meeting will be coordinated at the time of submission of the Final Report.

Grant Disbursement Schedule

<i>Projected Payment Date</i>	<i>Amount</i>
Grant Agreement Execution	\$25,000
Upon submission of the Final Report (December 13, 2024)	\$25,000

Payment Terms

[HEET will pay Grant funds to Grantee in installments in accordance with the Grant Disbursement Schedule above within forty-five (45) days of approval of Grantee's submission of the corresponding Deliverable and receipt of a written invoice describing the work performed with Grant funds during the invoice period.]

**EXHIBIT A
PROJECT PLAN**

Grantee Project Contact Information:

Name:
Title:
Email:
Phone Number:

HEET Project Contact Information:

Name:
Title:
Email:
Phone Number:

Project Overview

Grantee will conduct community engagement projects to foster education around the benefits of networked geothermal and how these systems work in homes and businesses. In connection with the project, Grantee agrees to attend the three webinars for the project that are facilitated by HEET and provide a 5-10 minute presentation at each webinar regarding the progress of Grantee’s project. Grantee will provide a final report to HEET that includes a discussion of Grantee’s findings for each of the “Base Requirements” listed below. Grantee will participate in a wrap up interview to be scheduled after review of the final report.

Base Requirements for Grantee

5. Conduct robust community engagement to both educate and elicit feedback about the opportunities and concerns around networked geothermal for residents, and commercial and community nonprofits such as houses of worship.
6. Discuss the location of at least one site that provides an opportunity to deploy a geothermal network. Motivations could include, but are not limited to:
 - a. Social impact / the story
 - b. Developing a resilience hub
 - c. There are willing participants
 - d. Unique thermal resources- sources or sinks
7. Discuss why the cluster of buildings is well suited for a networked geothermal approach. Reasons could include, but are not limited to:
 - a. Differing occupancies, and do not all experience their individual heating and cooling loads/peaks simultaneously. This permits load-sharing to improve energy efficiency, and the combined geothermal well field can be economically sized.
 - b. Buildings rejecting a significant amount of thermal energy providing heat rejection from ice rinks, freezers/groceries, and waste cooling from data centers)
 - c. Close proximity, so a heating/cooling loop can be economically installed
 - d. Ownership and maintenance of the systems
 - e. Barriers to installation (such as required permissions and variances) will be minimal.
8. Conduct a geological review
 - a. Description of geological formations to determine if drilling vertical wells is appropriate and/or cost-effective. Massachusetts DEP geological maps will provide some data.

Estimated Project Term

Estimated Project Start Date: March 27, 2024
Estimated Project End Date: December 31, 2024

Total Grant Amount: \$10,000

Project Milestones

<i>Milestone</i>	<i>Deliverables</i>	<i>Estimated Completion Date</i>
Project Kickoff	MDEP preliminary assessment of each site and Q&A	March 27, 2024
Progress Check #1	Submit a spending report, presentation, and updated project plan and projected spending for the remainder of the grant timeline.	June 26, 2024
Progress Check #2	Submit presentation	September 25, 2024

Final Report	Submit final report along with a spending report.	November 15, 2024
Exit Meeting	Final interview with project team following review of final report	The date of the Exit Meeting will be coordinated at the time of submission of the Final Report.

Grant Disbursement Schedule

<i>Projected Payment Date</i>	<i>Amount</i>
Grant Agreement Execution	\$5,000
Upon completion of Progress Check #1 (June 26, 2024)	\$5,000

Payment Terms

[HEET will pay Grant funds to Grantee in installments in accordance with the Grant Disbursement Schedule above within forty-five (45) days of approval of Grantee's submission of the corresponding Deliverable and receipt of a written invoice describing the work performed with Grant funds during the invoice period.]