

ATTACHMENT C – SCOPE OF GRANT AWARD

**COMMONWEALTH OF MASSACHUSETTS  
SCOPE OF GRANT AWARD AGREEMENT**

By and Between  
Department of Energy Resources  
and  
Town of Franklin

**SCOPE OF GRANT AWARD**

**1. Overview**

The purpose of this contract is to award a grant to the Town of Franklin (Grantee) for a maximum obligation amount not to exceed thirty thousand dollars (\$30,000.00) to fund energy conservation measures in municipal facilities including town vehicle fleet and infrastructure, as more particularly described in Attachment B (Project). In connection with the above referenced grant, the Grantee requested thirty thousand dollars (\$30,000.00) in public funding out of one hundred seventy-four thousand three hundred thirty-one dollars (\$174,331.00) in total project costs for energy conservation measures listed in attachment B. The energy conservation measures funded are EV vehicle purchase and EV charging station.

The Grantee is responsible for informing the Department of Energy Resources (DOER) of all eligible expenses and Project deliverables as compared to the original proposal as set forth in Attachment B.

**Note that no changes in Project scope can occur or proceed without the prior written authorization from the DOER.**

**2. Contingencies**

The Grantee shall provide to the DOER's satisfaction, the required information as stated below as applicable to the Project(s), when the information becomes available.

1. Documentation that the municipality has met, teleconferenced, or had an email exchange with its gas and/or electric public utility representatives regarding the availability of utility incentives for any eligible energy conservation or efficiency measures.
2. Documentation of having **applied for all gas and electric rebates** provided for eligible energy conservation or efficiency measures. The Grantee is required to have documentation from utilities regarding rebates before selection and installation of products.

**3. Procurement**

All procurement contracts and subcontracts entered into by public agencies and governmental bodies shall be governed by and in accordance with Massachusetts General Laws. Where applicable, such procurements, contracts and subcontracts shall be governed by the all provisions of either M.G.L. c.25A, § 11C or §11I, M.G.L. c.30B, or M.G.L c.149. All designer selection for building projects shall be governed by M.G.L. c.7, §§38A1/2 - O.

**4. Program Schedule**

The following are milestones to ensure timely completion of the Project(s). If the Grantee is unable to meet these milestones it will promptly contact the DOER.

- (1) Complete construction of the Project – February 1, 2021
- (2) End of grant period – March 31, 2021

## 5. Disbursement of Funds

Initial Disbursement: Twenty five percent (25%) of the award in the amount of seven thousand five hundred dollars and <sup>00/100</sup> (\$7,500.00) will be disbursed by the DOER subsequent to the execution of this grant agreement and upon the DOER agreement that contingency number one as stated under Section Two Contingencies of this Scope of Grant Award Agreement has been fully satisfied.

Second Disbursement: Fifty percent (50%) of the award in the amount of fifteen thousand dollars and <sup>00/100</sup> (\$15,000.00), shall be disbursed upon verification by the DOER that twenty-five percent (25%) of the grant funds have been expended and that contingency number two as stated in Section Two Contingencies of this Scope of Contract Award has been fully satisfied and that all reporting requirements have been met. Reporting requirements will include submittal by the Grantee to the DOER of detailed dated invoices of Grantee's costs incurred to date.

Final Disbursement: Twenty five percent (25%) of the award in the amount of seven thousand five hundred dollars and <sup>00/100</sup> (\$7,500.00), shall be disbursed after a site visit by the DOER, a review of the detailed invoices of the Project(s) and any other requested documentation and verification by the DOER that the Project(s) are complete, that one hundred percent (100%) of grant funds have been expended, evidence of approved utility incentives have been provided, and that all reporting requirements and requests by the DOER have been met, including submittal and approval of the Final Report.

**Funds shall not be used for the reimbursement of any work related to this Project(s) performed before the contract Effective Date.**

## 6. Grantee Warrants to Keep Facility Open

For Project(s) involving services or construction at facility(s) owned by or under the control of the Grantee, the Grantee hereby warrants and certifies that the facility (s) for which grant funds are designated will remain open and in service for at least five (5) years following completion of proposed project(s).

## 7. Separate Accounts

The Grantee shall at all times conduct its business and affairs in such a manner that any and all ledger accounts and records pertaining to the receipt and expenditure of the DOER funds under this Agreement shall be kept separate and distinct from all ledger accounts and records of the Grantee relative to any other enterprise which the Grantee has engaged in, developed, or administered.

## 8. Unused Funds

Any funds undisbursed or uncommitted by the Grantee after March 31, 2021, shall be promptly returned to the DOER within sixty (60) days.

## 9. Administrative Costs

Grantee's administrative costs cannot exceed ten percent (10%) of the maximum obligation contract amount of thirty thousand dollars (\$30,000.00).

## 10. Publicity

The municipality will coordinate with the DOER on all publicity regarding this Project(s).

## 11. Reporting and Other Required Documentation

- A. Should Grantee engage a third party to manage administrative functions of the program and rely on the internal controls of that third party, the third party shall provide the results of an internal controls audit annually according to the provisions Statements of Auditing Standards No. 70 to the DOER and Grantee.
- B. Grantee shall have a program to combat fraud, waste and abuse of funds and shall incorporate into its program guidance provided by the Office of the State Comptroller.
- C. **Quarterly reports:** The Grantee shall be required to file progress and financial reports once every quarter, unless specifically exempted in writing by the DOER. Quarterly reports are due by 5pm 4 days after the completion of each of the following quarters:
  - a. July 1 – Sept 30
  - b. Oct 1 – Dec 30
  - c. Jan 1 – Mar 30
  - d. Apr 1 – June 30

Quarterly reports shall include:

  - a. The progress and status of activities performed in relation to the Scope of Grant Award including an explanation of any delays or obstacles encountered in meeting the performance schedule as well as a description of efforts taken to resolve delays; and
  - b. The actual costs incurred to date by the Project, breaking down all costs in such manner as the DOER may prescribe.
- D. **Final report:** The final report shall be submitted within two (2) months after completion of the final project receiving funding, and shall include a summary of the projects completed, including project locations and capacity. All quarterly and final reports above shall be submitted to:

Jane Pfister  
Green Communities Grant Coordinator  
617-626-1194

[jane.pfister@mass.gov](mailto:jane.pfister@mass.gov)

NOTE: If the services funded by this Agreement are solicited pursuant to M.G.L. ch. 25A § 11C or § 11I, then the Grantee shall also comply with the monitoring and reporting requirements set forth in the DOER's regulations at 225 C.M.R. 10.00, 19.00 or other applicable regulations. For solar PV systems, registration with and reporting to the Massachusetts Clean Energy Center Production Tracking System (PTS) is required.

- E. **Ownership of Reports and Other Required Documentation:** The deliverables shall be owned by the Commonwealth of Massachusetts and treated as public documents. Following the completion of the contract both the Commonwealth of Massachusetts and the Grantee retain the right to make further use of the deliverables.



## VI. ATTACHMENT D - BUDGET

Check one: ☒ Initial Budget

Budget/Account Amendment. Maximum Obligation before this Amendment: \_\_\_\_\_

PRIOR MMARS DOCUMENT ID: \_\_\_\_\_ (for reference - if applicable)

CURRENT DOC ID: \_\_\_\_\_

[See Instructions for Additional Guidance on completion. Insert as many additional lines as necessary.]

A	B	C	D	E	F	G	H	I
Budget Fiscal Year	Account	Object Class	Activity / Function Codes	Initial Amount / or Amount Prior to Amendment	Indicate Add or Reduce +/-	Amendment Amount	Enter "YES" if Amount is a prior FY budget reduction or a current FY "Carry-in" authorization for Federal Funds	New Amount After Amendment
FY21	2000-0113	P01	GNCO-COMP	\$30,000.00				
FY22	2000-0113	P01	GNCO-COMP	\$				

FISCAL YEAR SUBTOTALS AND TOTAL MAXIMUM OBLIGATION FOR DURATION OF CONTRACT	
FISCAL YEAR: <u>2021</u> SUBTOTAL (or New Subtotal if Fiscal Year Subtotal being amended)	\$30,000.00
FISCAL YEAR: <u>2022</u> SUBTOTAL (or New Subtotal if Fiscal Year Subtotal being amended)	\$
FISCAL YEAR: _____ SUBTOTAL (or New Subtotal if Fiscal Year Subtotal being amended)	
FISCAL YEAR: _____ SUBTOTAL (or New Subtotal if Fiscal Year Subtotal being amended)	
<b>TOTAL MAXIMUM OBLIGATION FOR DURATION OF CONTRACT</b>	<b>\$30,000.00</b>