

## GRANT AGREEMENT

This Grant Agreement (the “Agreement”), effective as of **October 10, 2025** (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 294 Washington St, Suite 1150, Boston, MA 02110, and **City of Everett** with a principal office and place of business at 484 Broadway, Everett, MA 02149 (“Grantee”). Each of MassCEC and Grantee are at times referred to in this Agreement as a “Party,” and together the “Parties”.

**WHEREAS**, MassCEC seeks to support the implementation of innovative programs and projects under the EmPower Massachusetts (“EmPower”) program; and

**WHEREAS**, Grantee applied for a grant with partners, La Comunidad, and Mystic River Watershed Association, to adapt a local community center into a clean energy resilience hub which will provide low-income and environmental justice residents with increased community programming and ensure during extreme weather events and crisis the community members will have a central resource and those in need of shelter will have a clean, welcoming shelter; and

**WHEREAS**, the objectives of the Project (as defined pursuant in the Scope of Work set forth in Attachment 1 (the “Scope of Work”) are to address the identified barrier of design and engineering by seeking an operations project manager to perform a community-engaged design process, and the technical work needed to complete engineering and construction plans which will enable them to seek additional funding sources to implement the clean energy and resilience measures; and

**WHEREAS**, these objectives are well aligned with the goals of MassCEC and EmPower.

**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 completing the Project in accordance with the Scope of Work.
- c. Grantee is solely responsible for selecting and entering into a written contract (or contracts) with contractors as necessary to provide the Deliverables and complete the Scope of Work, and for ensuring that the contractors Grantee retains comply with all applicable provisions of this Agreement. Grantee acknowledges that MassCEC shall have no responsibility for managing such contractors or the relationship between Grantee and its contractors. Further, Grantee shall indemnify and hold harmless MassCEC from any Damages (as defined in Section 14) associated with any disputes occurring between Grantee and its contractors arising from or in relation to the Project.
- d. Grantee acknowledges that MassCEC will have no responsibility for management of the Project, including obtaining all local, state, and federal permits, as applicable.

- e. Grantee shall be responsible for completing all required steps to receive funding from any other entity besides MassCEC, as applicable.

## 2. Term

The term of this Agreement shall commence on the Effective Date, and shall expire on **October 10, 2027** (the "Term").

## 3. Grant Amount; Payment; Rescission

- a. *Grant Amount.* 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 **Fifty Thousand Dollars (\$50,000)** (the "Grant"). The Parties acknowledge and 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, or any portion 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.
- b. *Payment.* MassCEC will pay Grant funds to Grantee in installments in accordance with the Schedule and Deliverable table set forth in Attachment 1 (each installment a "Grant Installment") within forty-five (45) days of approval of the corresponding Deliverable, receipt of a written invoice describing the work performed with Grant funds during the invoice period, and receipt of a completed and signed Expenditure Certification and Invoicing Form (Attachment 2). Grantee shall submit invoices by email to [empower@masscec.com](mailto:empower@masscec.com) and carbon copy [AP@masscec.com](mailto:AP@masscec.com). Submitted invoices shall make reference to the MassCEC Contract Number "GG-2506-23329". Grantee shall enroll in MassCEC's Automated Clearinghouse ("ACH") system to receive payment by completing the ACH enrollment form attached to this Agreement in Attachment 3 and submitting it to [ap@masscec.com](mailto:ap@masscec.com) at or before the submission of their first invoice. Any changes to the information in the ACH form must be submitted to [ap@masscec.com](mailto:ap@masscec.com) through an updated ACH enrollment form within thirty (30) days of any such change.
- c. *Rescission.* If Grantee materially breaches any term of the Agreement, in addition to the ability to terminate as set forth in Section 8(a), MassCEC shall have the right to rescind Grant payments; provided, however, that Grantee shall have the opportunity to cure such breach within thirty (30) days of the breach and if Grantee does so, MassCEC shall not exercise the right to rescind Grant payments. If Grantee becomes insolvent, makes an assignment of rights or property for the benefit of creditors, or files for or has bankruptcy proceedings instituted against it under the federal bankruptcy law of the United States, or if MassCEC reasonably believes that such an event is imminent, MassCEC, acting in its sole discretion, may rescind the remaining undisbursed portion of the Grant.

## 4. 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:  
Lisa Dobbs, (617-315-9367 / [ldobbs@masscec.com](mailto:ldobbs@masscec.com))

For Grantee:  
Katherine Jenkins-Sullivan, (617-944-0236, [kate.jenkins-sullivan@ci.everett.ma.us](mailto:kate.jenkins-sullivan@ci.everett.ma.us))

- b. Grantee shall obtain prior written approval from MassCEC to make any change to its Project Manager. For the avoidance of doubt, MassCEC may update its Project Manager(s) listed without amending this Agreement, if done in compliance with the notice provisions of Section 5.

## 5. Notice

Any notice in this Agreement 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 Manager listed in Section 4(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, or (z) if sent by first class mail, five (5) days after its date of posting.

## 6. Publicity; Use of Name

- a. 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, Deliverables, and other information produced in the course of the Project's completion, and to use the information in such materials contained to produce summaries, case studies, or similar information resources.

## 7. 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.
- b. *Grant Administration.* Grantee shall use the Grant funds only for the activities described in the approved Scope of Work. Grantee shall maintain financial records relating to the receipt and expenditure of all Grant funds in accordance with the terms set forth under this Agreement for a period of seven (7) years starting on the first day after final payment under the Agreement.
- c. *Grant Expenditure.* All costs incurred by Grantee before the Effective Date are incurred voluntarily, at Grantee’s risk and upon its own credit and expense. Grantee shall not incur any costs to be charged against Grant funds prior to the Effective Date.

## 8. Termination

- a. MassCEC may terminate this Agreement at any time if Grantee has materially breached any term of the Agreement and fails to cure such breach as provided in Section 3(c).
- 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: 5, 6(b), 7(b), 8, 10, 11, 14, 15, 18, 19, 21, 22, 24, 26, and 27 of this Agreement shall survive and remain in effect after the termination or expiration of this Agreement.

## 9. 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 all Grant Installments until such W-9 is received. W-9s shall be emailed to [ap@masscec.com](mailto:ap@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 [ap@masscec.com](mailto:ap@masscec.com).

## 10. 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 United States patent law), and any licensing requests for such inventions shall be subject to good faith negotiations between the Parties. Grantee represents and warrants that Deliverables will not infringe on any copyright, right of privacy, or personal or proprietary rights of others.

## 11. 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 8. 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 from audit or other action, 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.

## **12. Assignment and Subcontracting**

Grantee shall not assign or in any way transfer any interest in Grant funds without the prior written consent of MassCEC, nor shall Grantee subcontract any of its obligations hereunder without the prior written consent of MassCEC; provided, however, that any subcontract entered into by Grantee pursuant to this Section 12 shall not relieve Grantee from any of its obligations pursuant to this Agreement, any act or omission by a subcontractor of Grantee shall be deemed an act or omission by Grantee, and Grantee shall be responsible for each of its subcontractors complying with all obligations of Grantee pursuant to this Agreement.

## **13. 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, gender identity, or for exercising any rights afforded by law.

## **14. 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 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. 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, subcontractors, or assigns.

- 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's, its officers', directors', employees', agents', subcontractors', or assigns' performance of the Project under this Agreement, regardless of the form of action, whether in contract, tort (including negligence), strict liability, or otherwise.

#### **15. 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. Thus, any documentary material, data, or other information received by MassCEC from an applicant is a public record subject to disclosure. Grantee acknowledges and agrees that MassCEC, in its sole discretion, shall determine whether any particular document, material, data, or other information is exempt from or subject to public disclosure. Grantee agrees and acknowledges that it shall not send MassCEC any confidential or sensitive information under this Agreement.

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.

#### **16. 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.

#### **17. 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.

#### **18. 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.

**19. Choice of Law and Forum; Arbitration; Equitable Relief**

- a. This Agreement and the rights and obligations of the Parties 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 under this subsection.
- 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.

**20. Registration**

If applicable, Grantee represents and warrants that Grantee is registered and in good standing with the Secretary of the Commonwealth's Office of the Commonwealth of Massachusetts.

**21. 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.

**22. Amendments and Waivers**

MassCEC may amend Section 15 (without any action by Grantee) to reflect changes in law or MassCEC policies and shall promptly deliver any and all such amendments to Grantee in the manner provided in Section 5. 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.

**23. 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.

#### **24. Independent Status**

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

#### **25. Counterparts**

This Agreement may be executed in two (2) or more counterparts, and by the Parties on separate counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

#### **26. Headings; Interpretation**

The headings in this Agreement are for reference only and do not affect the interpretation of this Agreement. For purposes of this Agreement, (a) the words "include," "includes," and "including" are deemed to be followed by the words "without limitation"; (b) the word "or" is not exclusive; and (c) the words "herein," "hereof," "hereby," "hereto," and "hereunder" refer to this Agreement as a whole. Unless the context otherwise requires, references in this Agreement: (x) to sections, subsections, schedules, and exhibits mean the sections of, the subsections of, and schedules and exhibits attached to, this Agreement; (y) to an agreement, instrument, or other document means such agreement, instrument, or other document as amended, supplemented, and modified from time to time to the extent permitted by the provisions of such agreement, instrument, or other document; and (z) to a statute means such statute as amended from time to time and includes any successor legislation to such statute and any regulations promulgated under such statute. Whenever the singular is used in this Agreement, the same shall include the plural, and whenever the plural is used in this Agreement, the same shall include the singular, where appropriate. This Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the Party drafting an instrument or causing any instrument to be drafted. This Agreement is the result of negotiations between, and has been reviewed by, the Parties and their respective legal counsel.

## **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:

- a. Attachment 1—Scope of Work
- b. Attachment 2 – Expenditure Certification and Invoicing Form
- c. Attachment 3 – ACH Enrollment Form

*[Remainder of Page Intentionally Blank]*

In witness whereof, the Parties have caused this Agreement to be executed and delivered by their duly authorized officers as of the Effective Date.

**Massachusetts Clean Energy Technology Center**

By: Brooke Barton  
BBD73E9232FE4A3...

Name: Brooke Barton

Title: COO

Date: 10/16/2025

**City of Everett** Signed by:

By: Mayor Carlo DeMaria  
6FAFF1CCA17340E

Name: Carlo DeMaria

Title: Mayor

Date: 10/16/2025

**Federal Tax ID No.:**

## Attachment 1

### SCOPE OF WORK: Project Plan, Budget, Schedule, Payment Terms, and Deliverables

#### I. Project Plan & Budget

The Grantee, with partners La Comunidad and Mystic River Watershed Association (the “Project Team”) requested funding for a project to adapt a local community center, the Connolly Center, into a clean energy resilience hub which will provide low-income and environmental justice (“EJ”) residents with increased community programming and ensure during extreme weather events and crisis the community members will have a central resource and those in need of shelter will have a clean, welcoming warm shelter (or, in heat events, cool spaces) (The “Project”). The Project will primarily address the identified barrier of design and engineering by seeking an operations project manager (“OPM”) to perform a community-engaged design process, and the technical work needed to complete engineering and construction plans which will enable them to seek additional funding sources to implement the clean energy and resilience measures. Plans propose to include designs for a new roof, weatherization, and an electrified heating, ventilation, and air conditioning (“HVAC”) system, which once completed will enable measures such as solar photovoltaic (“PV”) and battery storage. Project proposes to leverage significant additional funding from National Grid (heat pump incentives), Syncarpha (on-bill financing), and City (roof cost, and match for remaining costs of construction management).

Utilizing the Grant, the Project Team will:

- Issue a request for proposals to recruit and hire an OPM;
- Complete a feasibility study for the community center including meetings with City to review the strategy and timeline of the project, prioritizing key areas that need repair first (i.e.. roof);
- Develop schematic designs of a new roof, weatherization, and HVAC system;
- Conduct public community design sessions to communicate with the residents and community at large the current needs of the building and help to plan for a future design, listening and recording feedback and community needs to increase accessibility and engagement in the center;
- Complete construction documents and host public meetings with finalized construction plan;
- Secure additional Project funding from the City/utility;
- Advertise the project and open the bidding process;
- Sign construction contracts;
- Begin construction to transform the Connolly Center from a community center and day shelter into a clean energy resilience hub;
- Provide educational, recreational, and social programming relevant to priority populations within Everett and neighboring communities;
- Participate in periodic check-in phone calls for EmPower grantees facilitated by MassCEC; and
- Submit a final Project report to MassCEC that summarizes the project outcome and lessons learned and participate in a debrief phone call.

The proposed Project budget below identifies the planned use of funding to support these activities. The Project Team may adjust budgeted amounts between these categories as needed and shall notify MassCEC of any such changes (email acceptable). If the Project Team identifies additional uses for the proposed budget not outlined below, they must request approval for the funding use ahead of spending

the funds and MassCEC may, at its sole discretion, approve the use via writing (email acceptable). Notwithstanding the foregoing, all Grant payments are subject to the milestone/deliverable table outlined in the Schedule in Section II herein.

**Project Budget Summary**

<b>Project Team Member</b>	<b>Proposed Activity</b>	<b>Funding Amount</b>
City of Everett	Funding for feasibility study (meetings, site visits, OPM/designer scope)	\$15,492
City of Everett	Funding for schematic design (Design meetings, budget development, planning session)	\$17,755
City of Everett	Funding for design development (Design meetings, site visit, community outreach, design development)	\$16,753
<b>Total Budget</b>		<b>\$50,000</b>

And will result in the following Deliverables:

- An **Initial Project Progress Report**, which will contain a brief narrative of activities and results to date to address:
  - Project Metrics as defined below;
  - Finalized request for proposal for seeking an OPM;
  - Results of seeking an OPM, including a brief narrative on the experience, as well as the name, confirmation of hiring, and project description (scope of work from paperwork) of new hire;
  - Community outreach efforts;
  - Completed feasibility study; and
  - Any schematic designs created.
- An **Interim Project Progress Report** which will contain a brief narrative of activities and results to date to address:
  - Project Metrics as defined below;
  - Relevant lessons learned;
  - Any schematic designs created;
  - Overview and results of public community design sessions;
  - Community outreach efforts and any engagement materials developed;
  - Completed design development documents;
  - Completed construction documents;
  - Overview and results of public meetings with finalized construction plan;
  - Results of securing funding from City/utility; and
  - Overview of advertising and bidding process.

- **A Final Project Progress Report** which will contain a comprehensive narrative of activities and results of the entirety of the Project, to address:
  - Comprehensive Project Metrics as defined below;
  - Relevant lessons learned;
  - Executed construction contracts and an overview of the proposed/planned construction timeline;
  - An analysis of the community design sessions to evaluate their impact on developing the final design plans;
  - Results on the development and deployment of the resilience hub concept;
  - Reflections and key lessons learned from community engagement efforts, including direct feedback from community members about the resilience hub;
  - Analysis on the potential for replicating or scaling the Project, including the pursuit of follow-on funding opportunities.

According to the proposal, the following are confirmed as the metrics to be delivered by the Grantee, to MassCEC ("Project Metrics"). These shall be delivered with Initial, Interim and Final Project Progress Reports:

- Number of public community sessions held;
- Number of people engaged with;
- Number and type of clean energy projects identified through the feasibility study; and
- Dollar value of additional funding secured.

See Section 3 of this Agreement for payment terms and invoicing process.

II. Schedule, Payment Terms, and Deliverables

<b>Task Number</b>	<b>Task Description</b>	<b>Milestone/ Deliverable</b>	<b>Completion Date</b>	<b>Payment Amount</b>
1	Review & sign Grant Agreement between Grantee and MassCEC	Signed Grant Agreement	October 2025	\$10,000
2	Project Team will attend initial check-in call with MassCEC. This will be held virtually and MassCEC will document meeting minutes and next steps.	Project Team will be in attendance at initial check in call, and provide updates and next steps	October 2025	\$10,000
3	Project Team will submit an <b>Initial Project Progress Report.</b>	Initial Project Progress Report	December 2025	\$15,000

4	Project Team will submit an <b>Interim Project Progress Report.</b>	Interim Project Progress Report	July 2026	\$13,000
5	Project Team will submit a <b>Final Project Progress Report.</b>  At the submission of the Final Project Progress Report, the Grantee will participate in a debrief phone call with MassCEC.	Final Project Progress Report & debrief phone call	December 2026	\$2,000
	<b>TOTAL</b>			<b>\$50,000</b>

In order to receive payment, an EmPower specific invoicing form, or Attachment 2, must be submitted in alignment with each Deliverable or achievement of a milestone (i.e. activity).

MassCEC shall have the right at its sole discretion to allow for additional time for the completion of Milestones/Deliverables without need to amend this Agreement. If Grantee cannot satisfy a Completion Date, it shall seek MassCEC’s prior written approval, email acceptable, of a later Completion Date and provide reasoning for its request. MassCEC shall approve or deny Grantee’s request, email acceptable, within a reasonable time period.

**Attachment 2— Expenditure Certification and Invoicing Form**

**For submission with Grantee’s request for milestone related payment**

Grantee Contact and Project Financing Information	
Project Title & Contract Number	Resilient Everett & GG-2506-23329
Grantee Contact Name, Title	Kate Jenkins-Sullivan, Sustainability Manager
Company/Organization	City of Everett
Company/Organization Mailing Address	484 Broadway (Room 25), Everett, MA 02149
Milestone # and Name	
Grant Installment Amount Requested	
Date Invoice Submitted	
Other details, as needed	

This Expenditure Certification and Invoicing Form is subject to the Agreement by and between Grantee and MassCEC. With the submission of this form Grantee’s assigned Project Manager certifies, on behalf of Grantee, that:

1. MassCEC, pursuant to Section 11 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; and
2. Grantee has used and/or will use all Grant funds for the Project.

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

(Grantee Project Manager)

Name \_\_\_\_\_

Title \_\_\_\_\_

**Attachment 3 – ACH Enrollment Form**  
 Please submit completed form to [ap@masscec.com](mailto:ap@masscec.com)

<b>Part I: Reason for Submission</b>		
<input type="checkbox"/> New Enrollment	<input type="checkbox"/> Change Enrollment	<input type="checkbox"/> Cancel Enrollment
Document Included		
<input type="checkbox"/> Voided Check	<input type="checkbox"/> Bank Letter	

<b>Part II: Account Holder Information</b>		
Account Holder Legal Name		
dba Name		
Legal Address Number, Street, Apartment/Suite Number		
City, State, Zip Code		
Account Holder Tax Identification Number Employer Identification Number (EIN) Social Security Number (SSN)		

<b>Part III: Financial Institution Information</b>		
Financial Institution Name		
Routing Number	Account Number	Account Type <input type="checkbox"/> Checking <input type="checkbox"/> Savings
If this is an Enrollment Modification, you must include your old financial institution information or your request will be returned.		
Old Financial Institution Name		
Old Routing Number	Old Account Number	Old Account Type <input type="checkbox"/> Checking <input type="checkbox"/> Savings

<b>Part IV: Vendor/Customer Information</b>	
This is the person we will contact for any questions regarding this ACH Authorization	
Contact Person's Name	Contact Person's Title
Contact Person's Phone	Contact Person's Email

**Part V: Authorization**

By signing below, I hereby certify that the account(s) indicated on this form is under my direct control and access; therefore, I authorize the Massachusetts Clean Energy Center to initiate, change, or cancel credit entries to the account(s) as indicated on this form.

For ACH debits consistent with the International ACH Transaction (IAT) rules check one:

- I affirm that payments authorized by this agreement are not to an account that is subject to being transferred to a foreign bank account
- I affirm that payments authorized by this agreement are to an account that is subject to being transferred to a foreign bank account.

This authority is to remain in full force and effect until the Massachusetts Clean Energy Center has received written notification from either me or an authorized officer of the organization of the account's termination in such time and in such a manner as to afford MCEC a reasonable opportunity to act upon it.

Account Holder Authorized Signature	Print Name
Title	Date