

7-184

RHODE ISLAND COMMERCE CORPORATION

RENEWABLE ENERGY FUND GRANT AGREEMENT

This Renewable Energy Fund Grant Agreement ("Agreement") is made this 2 day of May 2019 by and between the Rhode Island Commerce Corporation, a body corporate and politic and public instrumentality of the State of Rhode Island having a principal place of business located at 315 Iron Horse Way, Suite 101, Providence, Rhode Island 02908 (the "Corporation") and the City of Central Falls, with offices at 580 Broad Street, Central Falls, Rhode Island 02863 ("Grantee") in connection with the successful Rhode Island Renewable Energy Fund Application (the "Application") dated June 23, 2016 made by Grantee to the Corporation in connection with the Commercial Scale Direct Project Funding Program (the "Program"), a copy of which Application is attached hereto as Exhibit A.

1. **Award:** The Corporation agrees to make a direct grant in an amount not to exceed \$350,000.00 (the "Grant") to Grantee to fund costs associated with the construction/development of a 2.5 MW solar array installation at Route 91 and River Street, Richmond, Rhode Island, a description of which project (and associated contracts) were included in the Application (the "Project"). The Project shall receive funding under the Grant as set forth in the Application. The Award and funding will be subject to all of the terms and conditions set forth herein.

2. **Advance(s):** The Corporation shall advance the Grant upon the "completion" of the Project, which term shall mean final inspection and notification by the Corporation and/or its designated inspector that the Project has been completed in a good and workmanlike manner in accordance with any plans and specification, as well as submission of the following materials related to the Project:
 - a) final "As-built" plan;
 - b) local electrical & building inspector approvals;
 - c) authority to interconnect from National Grid;
 - d) employment report;
 - e) certified copies of any original certificates, licenses, consents and approvals issued by governmental authorities with jurisdiction over the Project;
 - f) invoices supporting any Advance request;
 - g) certification by Grantee that all work is completed in accordance with any plans and specifications;
 - h) evidence satisfactory to Corporation that the Project is free of all mechanic's, materialmen's and other liens;
 - i) if requested by Corporation, final lien waivers from Grantee and such laborers, subcontractors and materialmen, duly executed and authorized;
 - j) if requested by Corporation, copies of all change orders and construction change directives, copies of all subcontracts, and all inspection or test report

- and other document related to the construction of the Project, not previously delivered to Corporation;
- k) if requested by Corporation, copies of the warranties issued in connection with the Project;
 - l) documentation of all changes from the Application; and
 - m) such other information, documentation and certification as Corporation shall reasonably request.

Advances shall only be made upon Grantee submitting to Corporation a written request representing each such advance using the specimen form of Grant Advance Request Form attached hereto as Exhibit B.

3. **Funding Sources:** It being acknowledged and understood that the Corporation reserves the right, in its sole discretion, to limit or amend the Award based on any changes to the available funding for the Project.
4. **Funding Restrictions:** The Award shall only be used for direct Project expenses. To the maximum extent possible, all funding will be made directly to Grantee or Grantee's contractors or major subcontractors or materialmen associated with the Project. No portion of the Award shall be used for indirect, "soft," or administrative costs.
5. **Progress Reporting:** Grantee shall provide brief narrative progress reports on a quarterly basis stating the status of the Project. All progress reports will include, but not be limited to: (i) progress reports and/or summary reports for all portions of the Project then being undertaken and (ii) confirmation of the utilization of funds pursuant hereto.
6. **Project Installation:** Grantee agrees and acknowledges that the Project (i) will be completed within eighteen (18) months from the date hereof; (ii) will be evaluated, studied and installed by Rhode Island licensed professionals; (iii) will be installed in compliance with all federal, state and local codes, laws and requirements; and (iv) will be installed in strict accordance with the manufacturers' instructions. In the event the Project fails to achieve "completion" within the time period set forth above, the Project shall be ineligible for such Grant funding, unless an extension request is made by the Grantor in writing and approved by Corporation, in its sole and absolute discretion.
7. **Project Metering:** Grantee agrees and acknowledges that the Project realized pursuant to the Grant will include standard metering equipment, which metering equipment will record performance data for the Project. Any energy or meter-related information produced will be made readily available to the Corporation upon request.
8. **Warranty:** Grantee or Grantee's contractors shall warrant the Project realized pursuant to the Grant in accordance with its customary form(s) of limited project warranty applicable thereto, the form(s) of which may differ depending on the particular application of the Project. Grantee or Grantee's contractors shall furnish copies of the applicable limited warranty to the Corporation upon request. Notwithstanding the

foregoing, to the extent that any products, components or other parts installed on or in the Project are subject to any warranty issued by any original manufacturer thereof, such manufacturer's warranty shall apply to such products, components or other parts.

9. Insurance: Grantee and its contractors shall obtain and maintain at its sole cost and expense insurances in types and amounts reasonably required by the Corporation, including but not limited to Workers' Compensation Insurance for all employees engaged in the work under this Grant.

10. Compliance: Grantee agrees that the Project realized pursuant to the Grant will meet all conditions and requirements of this Award.

11. Media: Grantee shall notify the Corporation before releasing or authorizing any statements or information to the media regarding the Project realized pursuant to the Award. Grantee agrees to provide the Corporation with the opportunity to comment on any such statement or release prior to publication.

12. Termination: The Corporation reserves the right, at its sole discretion, to terminate this Award, or any portion of it. In the event the Corporation terminated this Award "for cause", which shall occur if a Grantee fails to fully or timely perform any of the covenants under this Agreement, has provided incorrect or misleading information or has failed to provide information which would have influenced the Corporation's actions; then the Grantee shall reimburse the Corporation for all Grant funds expended under this Agreement by the Grantee or on the Grantee's behalf, including interest accrued from the date of disbursement, as well as any costs incurred to collect funds subject to reimbursements, and for any damages incurred by the Corporation as a result of Grantee's failure to perform or provide incorrect or misleading information. In the event funding from the Corporation, federal or other sources is withdrawn, reduced or limited in any way after the effective date of this Agreement and prior to completion of the Project, the Corporation may terminate the Agreement, reduce funding or re-negotiate subject to those new funding conditions. Additionally, where there are significant changes to the scope of the Project, the Corporation, at its sole discretion, reserves the right to rescind or alter the Award.

13. Notices: All notices, requests, demands and other communications provided for hereunder shall be in writing, sent by U.S. Mail, postage prepaid, certified and return receipt requested, or by overnight delivery by nationally recognized delivery service, in either event to the respective parties at the addresses set forth below:

If to the Corporation:

RI Commerce Corporation
315 Iron Horse Way, Suite 101
Providence, RI 02908
Attn: Annie Ratanasim
Renewable Energy Fund Program Manager

If to Grantee: The City of Central Falls
580 Broad Street
Central Falls, RI 02863
Attn: Ms. Sonia Grace

14. No Adverse Change: Grantee represents and acknowledges that no material adverse change to its business, properties or condition (financial or otherwise) has occurred since submittal of the Application to the Corporation. Grantee further represents that there are no actions, suits or proceedings pending or, to the knowledge of Grantee, threatened against or affecting Grantee, or the properties or other assets of Grantee before any court or governmental department, commission, board, bureau, agency or instrumentality, domestic or foreign, which if determined adversely to Grantee would have a material adverse effect on the financial condition, properties or operations of Grantee.

15. Organization and Authority: Grantee represents that it is a Rhode Island municipality, and has full legal right, power and authority to accept, agree and acknowledge the Award, and all other agreements and documents required of it, to the Corporation, and that the execution and delivery of the same is not in violation of and will not result in default of any agreements or understandings the Grantee may have with any person or persons.

16. General Provisions

16.1 Corporation Saved Harmless: As a condition of this Grant, Grantee agrees to defend, indemnify, and hold harmless the Corporation and the State of Rhode Island, and their agents, servants, contractors, and employees, from and against any and all claims, demands, causes of action, actions and liabilities arising out of, or in any way connection with this Grant or the Project for which the Grant is made, howsoever caused, except to the extent that such claims, demands, causes of action, actions or liabilities are the proximate result of the sole negligence or willful misconduct of the Corporation or the State.

16.2 Discrimination: Grantee will comply with all civil rights, equal protection, non-discrimination and employment opportunity laws, regulations and rules applicable to it.

16.3 Officials Not to Benefit: No member of or delegate to Congress or the Legislature, or officials or employees of the Corporation may share any part of this Agreement or any benefit to arise from it.

16.4 Compliance with Applicable Law and Funding Source Requirements: Grantee shall comply with all applicable local, state and federal statutes, regulations, ordinances and codes, whether or not specifically mentioned herein.

16.5 Grantee Not Agent of Corporation: Grantee and any agents and employees of Grantee act in an independent capacity and are not officers or employees or agents of the Corporation in the performance of this Grant.

16.6 No Assignment or Delegation: Grantee may not assign or delegate this Grant Agreement, or any part of it, or any right to any of the money to be paid under it, except with the written consent of the Corporation or designee.

16.7 No Third Party Beneficiaries: Except as otherwise specified in this Agreement, no other person is a third party beneficiary of this Agreement and this Agreement creates no third party rights. Specifically, any person who is not a party to this Agreement shall be precluded from bringing any action asserting the liability of a party or asserting any right against a party to this Agreement, through the terms of this Agreement.

16.8 Changes: Any changes which have been agreed by both parties will be attached and made a part of this Grant Agreement by use of a written amendment. Any such amendment must be dated and signed by the Corporation and the Grantee.

16.9 Right to Withhold Funds: The Corporation may withhold payments under this Grant Agreement for non-compliance with any of the provisions of this Grant Agreement.

16.10 Tax Compliance Responsibilities of Grantee: The Grantee is responsible for determining applicable federal, state and local tax requirements, for complying with all applicable tax requirements, and for paying all applicable taxes. The Corporation may issue IRS Form 1099 for Grant payments made and report the grant to the Internal Revenue Service on an appropriate information reporting form. The Grantee shall pay all federal, state and local taxes incurred by the Grantee and shall require the payment of all applicable taxes by any contractor or any persons in the performance of this Grant Agreement.

16.11 Financing Management and Accounting: The Grantee shall establish and maintain a financial management and accounting system that conforms to generally accepted accounting principles. In addition, the accounting system must keep separate all Grant funds awarded under the Grant Agreement.

16.12 Conflict of Interest: In connection with the Grant and/or the Project, no elected or appointed state or municipal official (officer or member) shall, while serving as such, have any financial interest, direct or indirect, or engage in any business, employment transaction or professional activity or incur any obligation of any nature which is in substantial conflict with the proper discharge of his/her duties or employment in the public interest and of his/her responsibilities as prescribed in Chapter 36-14 of the General Laws of Rhode Island.

16.13 Access to Records: This Grant Agreement is subject to the Access to

Public Records Act (R.I.G.L. § 38-2-1 et seq.). The Corporation and duly authorized officials of the State and federal government shall have full access and the right to examine any pertinent documents, papers, records and books of the Corporation and of persons or organizations that the Corporation may contract with, which involve transactions related to this Agreement.

17. Miscellaneous:

17.1 Captions: The captions and other headings contained in this Agreement are for reference only and shall not affect the meaning or interpretation of this Agreement.

17.2 Severability: Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provision in any other jurisdiction.

17.3 Gender: Words of the masculine gender shall mean and include correlative words of the feminine and neuter genders and words importing the singular number shall mean and include the plural number and vice versa.

17.4 Integration: This Agreement and the Application contain the entire agreement between the parties relating to the subject matter hereof and thereof and supersede all oral statements and prior writings with respect thereto.

17.5 Governing Law: The law governing this Agreement shall be the substantive law of the State of Rhode Island determined without resort to the State's conflict of law rules.

17.6 Jurisdiction: Grantee hereby irrevocably and unconditionally (a) submits to personal jurisdiction in the State of Rhode Island over any suit, action or proceeding arising out of or relating to this Agreement, and (b) waives any and all personal rights under the laws of any state to object to jurisdiction within the State of Rhode Island or venue in any particular forum within the State of Rhode Island. Nothing contained herein, however, shall prevent the Corporation from bringing any suit, action or proceeding or exercising any rights against any security and against Grantee, and against any property of Grantee, in any other state. Initiating such a suit, action or proceeding or taking such action in any state shall in no event constitute a waiver of the agreement contained herein that the laws of the State of Rhode Island shall govern the rights and obligations of each of Grantee and the Corporation hereunder or the submission herein made by Grantee to personal jurisdiction within the State of Rhode Island.

17.7 Counterparts: This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

IN WITNESS WHEREOF, the Corporation and Grantee have executed this Agreement or caused this Agreement to be executed by their duly authorized representatives as of the date set forth above.

Witnessed by:

RHODE ISLAND COMMERCE CORPORATION




By: 
William Ash, Managing Director of
Financial Services

THE CITY OF CENTRAL FALLS



WITNESS

By: 
Its: 5/2/2019

SIGN HERE

STATE OF RHODE ISLAND
COUNTY OF PROVIDENCE

In Providence, in said County, on this 2 day of May, 2019, before me personally appeared James A Diossa to me known and known by me or proved to me through satisfactory evidence of identification, which was RI license to be the license of, and the person executing the foregoing instrument on behalf of, the Grantee, the party executing this instrument, and he/she acknowledged said instrument by him/her so executed to be his/her free act and deed in such capacity and the free act and deed of said Grantee.

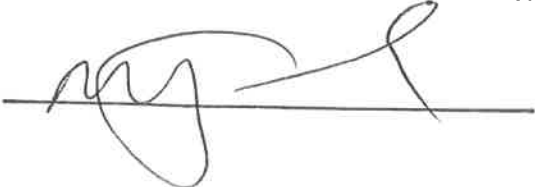
WITNESS

Notary Public
Print Name: Candida D. Silva
My Commission Expires: May 2022
Notary Identification Number: 58273

CANDIDA D. SILVA
NOTARY PUBLIC - RHODE ISLAND
ID # 58273
MY COMMISSION EXPIRES May 2022

[Additional Notary on Following Page]

Approved as to form and correctness:



STATE OF RHODE ISLAND
COUNTY OF PROVIDENCE

In Providence, in said County, on this 7 day of May, 2019,
before me personally appeared William Ash, to me known and known by me or proved to
me through satisfactory evidence of identification, which was
James Licata to be the Managing Director of Financial Services, and the
person executing the foregoing instrument on behalf of, the Rhode Island Commerce
Corporation, the party executing this instrument, and he acknowledged said instrument
by him so executed to be his free act and deed in such capacity and the free act and deed
of said Rhode Island Commerce Corporation.

Elizabeth A. McDonough
Notary Public
Print Name: ELIZABETH A. MCDONOUGH
My Commission Expires: 9/13/2020
Notary Identification Number: 62813

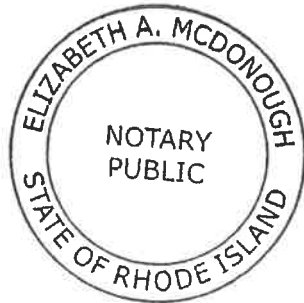


EXHIBIT B

**RHODE ISLAND COMMERCE CORPORATION GRANT
PAYMENT REQUEST FORM**

Grant #: 7-184

Date: 10/09/19

Grantee's Name: City of Central Falls

Project Name: Central Falls Solar

TOTAL THE CORPORATION FUNDING AWARD

\$ 350,000

TOTAL FUNDING ADVANCED TO DATE \$ 0

**BALANCE OF UNADVANCED FUNDS
(TOTAL GRANT LESS PREVIOUS
GRANT ADVANCES)** \$ 350,000

CURRENT PAYMENT REQUEST (#1) \$ 350,000

**UNADVANCED FUNDS REMAINING
(BRING THIS AMOUNT FORWARD ON
YOUR NEXT REQUEST)** \$ 0

WORK COMPLETED FOR THIS REQUEST:

System design, installation and operation is complete.

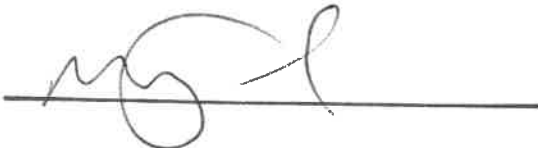
Project has all permits and approvals.

Project is interconnected, has authorization to operate from the Utility and is generating electricity and net metering credits.

Grantee represents, covenants, and warrants that the approvals for each Project have been obtained and maintained; that all site preparation and work completed to date in connection with each Project has been performed in accordance with said laws, regulations, permits and codes; and that each Project will comply with any and all laws, regulations, permits, and codes which affect or regulate each Project.

Grantee represents and warrants that all monies previously advanced under the Grant have been used to fully discharge all claims for labor done, and material and service previously furnished in connection with each Project.

Approved as to form and correctness:



GRANTEE'S SIGNATURE:



(Grantee)



Barbara J Addison
Director of Finance

EXHIBIT C

Direct Economic and Employment Benefits to Rhode Island

Grant #: 7-184 Date: 10/09/19 Grantee's Name: City of Central Falls

Project Name: Central Falls Solar

How many jobs were or will be created in Rhode Island as a result of this individual project?

(Please fill in all that applies)

Categories:	Amount of Jobs Created:
Full Time Jobs	2
Part Time Jobs	n/a (see below)
Contract Jobs	n/a (see below)
Construction Jobs	10,182 hours = ~6 FTE construction jobs

EXHIBIT D

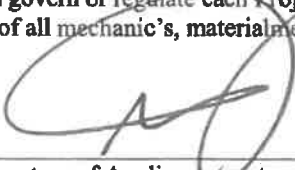
Solar Project Completion Form	
Fill out this form completely. Incomplete or missing data may result in a delay of grant payment.	
Grant Number	7-184
Applicant	City of Central Falls
Project Site Name	Central Falls Solar
Renewable Energy Company (Developer)	Clean Economy Development, LLC
System Size at Application (DC)	2.5 mW
System Size Completion (DC)	2.53 mW
Total Commerce RI Grant Award for this project	\$350,000
Adjusted Grant Amount (if change order) for this project	0
Total Grant Amount requested for this Grant Number	\$350,000
Awarded Date (effective date of award letter)	05/02/19

Change Order Information	
Fill out only if the systems specifications, total project costs or other information has changed from the time of application and grant approval.	
<i>Disclaimer: Under no circumstances will Commerce RI provide an adjusted grant that is more than the originally approved grant. Notwithstanding the foregoing, Commerce RI reserves the right, at its sole discretion, to rescind the grant or adjust the grant amount in a manner proportionate to the changes from the approved Application.</i>	
Panel Information	
Manufacturer and Model Number	JA Solar Model 365W
Number of panels	9,864
Inverter Information	
Manufacturer and Model Number	Yaskawa-Solectrica Model SGI-500XTM-380
Number of Inverters	6
New Total Project Cost	\$9,000,000
Applicant Mailing Address	
Street, City, State and Zip Code	580 Broad Street, Central Falls, RI 02863
System Owner email address	sgrace@centralfallsri.us; mjerzyk@centralfallsri.us
System Owner phone number	(401) 727-7400
Notes:	

By signing below, the Developer/Installer and Applicant certify the following:

1. The information included in this form and the Change Order Information Form (if applicable) is accurate and correct.
2. The System Owner has incurred costs by the Installer after the award date for an amount equal to or greater than the grant.
3. All required permits have been acquired and approved by the local wiring and/or building inspector.
4. All work performed has been completed in accordance with all plans associated with this project and in accordance with all applicable laws, regulations, permits, and codes which govern or regulate each Project.
5. All work conducted and the System Owner project site is free of all mechanic's, materialmen's and other liens.

JAMES DIOSSA
Applicant Printed Name


Signature of Applicant (system owner)

Julian Dash
Developer/Installer Printed Name

Julian Dash
Signature of Developer/Installer

Attachment Checklist

Please include all of the documentation listed below with the Project Completion Form. Note that incomplete or missing documentation may delay the completion review process.

- Completed and Signed Project Completion Form, include the Change Order Information Form (if applicable)
- Final "As-built" plan
- Interconnection authorization document from National Grid
- Certificate of Completion
- After photos of the installed array – this should include photos of the installed array and other installed components
- Energy Audit (if not provided at application) that clearly lists the site address
- Building Permit
- Electrical Permit
- Warranty Documentation
- Employment Report (Exhibit C)
- New specification documentation for panels and/or inverter if Change Order Information Form is completed

This list is not designed to be comprehensive and Commerce RI reserves the right to request additional project documentation at their discretion. Once all completion documentation is assembled compile it into one (or more for size purposes) .pdf document and email it to refl@commerceeri.com with the application number in the subject line of the email. Commerce RI reserves the right to inspect all projects. Upon receipt of a complete Project Completion form and back up documentation, and upon satisfactory completion of Commerce RI's post-installation inspection process (if necessary), the grant payment will be made directly to the Applicant.



Photography/Media Consent Form – Commercial/Municipal

City of Central Falls, Rhode Island

(Print or type name of Municipality or Entity) (hereafter the "Entity")

hereby grants permission to the Rhode Island Commerce Corporation ("Commerce RI") to take and use photographs, video and audio recordings of the Commerce RI grant funded renewable energy technology and surrounding buildings located at
600 George Washington Highway, Lincoln, RI 02865

(Address, city, state, zip code)

for use in promotional, educational or other materials. Potential uses for these materials include, without limitation, broadcast media, websites, newsletters, magazine publications both online and print, and promotion of events by Commerce RI and Rhode Island state agencies, commissions and quasi-public corporations. Any questions regarding this consent form or the potential uses of the photographs or other materials should be directed to Annie Ratanasim, Renewable Energy Program Manager, at 401-278-9196. The Entity acknowledges that Commerce RI may include the business or municipality name and indicate the city or town in which the buildings or technology are located.

Third-party media inquiries to the Entity regarding the renewable energy technology installed on the above indicated property should be directed to Sonia Grace at sgrace@centralfallsri.us
(Name) (Email)

The Entity authorizes the use of these materials indefinitely without compensation to it. All negatives, positives, prints, digital reproductions and video and audio recordings shall be the property of Commerce RI.

The Entity understands that this consent may be withdrawn at any time, upon written notice to Commerce RI, but that such withdrawal shall not apply to materials created prior to such withdrawal.

The undersigned is an authorized representative of the above listed Entity and has the right to grant this consent on behalf of the Entity and such consent is given voluntarily.

City of Central Falls

(Print name of Entity)

By _____

Its:

MAYOR