

**[FORM OF]
GRANT AND ASSIGNMENT AGREEMENT**

1. PARTIES

This binding Grant and Assignment Agreement (“Agreement”) by and among the Cape Light Compact JPE, a joint powers entity organized pursuant to G.L. c. 40, §4A½ and a municipal aggregator under M.G.L. c. 164, §134 and the organizational successor to the Cape Light Compact (“Compact”) and [xx] an individual residing at [xx] (“Homeowner”) is effective as of [redacted], 20[redacted] (“Effective Date”). The Compact and Homeowner are referred to in this Agreement as the “Parties,” or individually as a “Party.”

2. BACKGROUND AND PURPOSE

The Compact entered into a Grant Agreement dated August 1, 2016 (the “MassCEC Agreement”) with the Massachusetts Clean Energy Technology Center (“MassCEC”), pursuant to which MassCEC is providing the Compact with grant funds to install solar photovoltaic systems on low-income, single family housing (the “Program”).

Homeowner is the current owner of property located at [xx] (the “Premises”), and the home constructed thereon (“Home”), such Premises identified in a deed recorded at Book [xx], Page [xx] in the [xx] land records. Homeowner is an income eligible purchaser in accordance with the Program eligibility requirements. Homeowner desires to install a ~ xx kilowatt photovoltaic system (“PV System”) on the roof of the Home that qualifies for the Solar Carve-out II program set forth in 225 C.M.R. §14.00 *et seq.* (“Solar Carve-out II”).

This Agreement is intended to set out the basic conditions upon which the Parties intend to: (a) facilitate the installation of the PV System through a grant of funds from the Compact in accordance with the MassCEC Agreement; and (b) set forth the terms by which the Homeowner will maintain the PV System and assign title to the renewable energy certificates from the PV System to the Compact for a period of twenty years.

3. GRANT AGREEMENT

Subject to the terms and conditions of this Agreement, the Compact hereby grants to Homeowner the amount of [xx] to be utilized for the purchase and installation of the PV System on the Home. A condition precedent to the effectiveness of this Agreement is that Homeowner, the Compact and the Homeowner’s selected installer (“Installer”) shall have entered into an Installation Agreement in the form of agreement set forth hereto as Exhibit A (“Installation Agreement”). Homeowner acknowledges and agrees that the Compact shall provide the grant funds to the Installer on such terms and conditions as are set forth in the Installation Agreement. The Compact shall be under no obligation to release the grant funds unless and until the Homeowner, Compact and Installer have executed the Installation Agreement.

The Parties acknowledge and agree that grants may be considered taxable income by the U.S. Internal Revenue Service and the Massachusetts Department of Revenue. Homeowner is

strongly urged to consult with a tax professional to determine the federal and/or state implications of a receipt of a grant.

In the event that MassCEC requires changes to the MassCEC Agreement that the Compact determines, in its reasonable discretion, should be incorporated into this Agreement, the Parties agree to negotiate in good faith and in a timely fashion to amend this Agreement to conform to such MassCEC Agreement requirements to the greatest extent possible, and, if applicable, to conform such amendment to restore, in the reasonable judgment of each party, a satisfactory economic benefit to such Party.

4. TERM; TERMINATION

The term of this Agreement shall commence on the Effective Date and shall continue in effect until the 20th anniversary of the Commercial Operation Date of the PV System, unless earlier terminated in accordance with the terms of this Agreement (the “Term”). For purposes of this Agreement, the term “Commercial Operation Date” shall mean the first day on which the PV System is ready for regular, daily operation, in accordance with all applicable laws (including, but not limited to, a grant of permission to operate from the local electric distribution company).

Homeowner may terminate this Agreement if the Compact fails to provide the grant funds to the Installer within forty-five (45) days after such payment is due under the Installation Agreement, unless such payment is contested.

5. OBLIGATIONS OF HOMEOWNER

A. Net Metering; Assignment of RECs

The Homeowner covenants to qualify the PV System for Net Metering in accordance with the Net Metering Rules. For purposes of this Agreement, the term “Net Metering” means the process of measuring the difference between electricity delivered by the local electric distribution company and electricity generated by a qualifying net metering facility and fed back to the local electric distribution company, as set forth in G.L. c. 164, §138. For purposes of this Agreement, the term “Net Metering Rules” means collectively and as amended from time to time, the Massachusetts net metering statute, M.G.L. c. 164, §§ 138 – 140, the Massachusetts net metering regulations, 220 C.M.R. 18.00 et seq., orders issued by the Department of Public Utilities relating to Net Metering and the associated net metering tariff of the Distribution Company (currently, M.D.P.U. No. 163C).

For good and valuable consideration, Homeowner hereby pledges and assigns to the Compact for the Term of this Agreement, all of Homeowner’s right, title and interest in and to the renewable energy certificates (“RECs”) generated by the PV System that qualify as: (i) Class I Renewable Generation Attributes; (ii) Solar Carve Out II Renewable Generation Attributes; or (iii) any other REC and/or successor to the RECs described in subsections (i) or (ii) herein, as such RECs are defined in 225 C.M.R. §14.00 et seq. Homeowner will use good faith efforts to provide information and documentation to the Compact in connection with the application for a

Statement of Qualification for the PV System to be filed with the Massachusetts Department of Energy Resources (“DOER”).

B. Grant of Security Interest

The Homeowner hereby pledges, assigns and grants to the Compact, as security for the Compact’s investment in the PV System, a security interest in the PV System and any and all of the Homeowner’s rights to payments, royalties and proceeds associated with the renewable generation attributes from the PV System (“Collateral”). This security interest is a security interest under the Uniform Commercial Code (“UCC”) in the Collateral. The Homeowner acknowledges that the Compact may take any actions as necessary to perfect its security interest in the Collateral and to effectuate or maintain its security interest in the Collateral. The Homeowner covenants that it will, at its sole cost and expense, perform all acts and execute all documents reasonably requested by the Compact from time to time to evidence, perfect, maintain or enforce the security interest of the Compact in the Collateral.

C. Maintenance and Repair

Homeowner will use good faith efforts to comply with any instruction or direction provided to the Homeowner by the Installer regarding use of the PV System. Homeowner shall provide the Compact with a copy of any and all records relating to the PV System provided to Homeowner by the Installer. Homeowner will provide the Compact reasonable access at reasonable times to the PV System and the generation data reported to the PTS.

During the Term of this Agreement Homeowner shall maintain the property surrounding the Home so that the PV System will receive substantially the same amount of sunlight as exists on the Commercial Operation Date. Homeowner will not construct or permit to be constructed any structure on the Premises that could adversely affect solar insolation levels at the PV System, nor will it permit the growth of foliage that could adversely affect insolation levels at the PV System. Homeowner shall clean the PV System as described in the warranty and any other instruction or direction provided to the Homeowner by the Installer. Homeowner shall not take any action that will materially interfere with the proper functioning of the PV System.

In the event that Homeowner or the Compact identifies a material change in the PV System performance or necessary repairs for the PV System, the Homeowner (at its sole cost and expense) shall arrange for the repair of the PV System within thirty (30) days of such identification.

During the Term of this Agreement, in the event that the PV System is not in commercial operation for a period of sixty (60) consecutive calendar days or longer, the Homeowner will notify the Compact and the Compact may elect to: (i) terminate this Agreement without liability by providing written notice to the Homeowner and seek a Termination Payment; or (ii) upon reasonable notice to the Homeowner and during normal business day hours, directly access the PV System to undertake the necessary repairs. For purposes of this Agreement, the term “Termination Payment” shall mean the total grant amount set forth in Section 3, adjusted

annually on each anniversary of the Effective Date of this Agreement to reflect a decrease of five percent (5%) of the initial value.

Homeowner acknowledges and agrees that upon the Commercial Operation Date, it shall have title to the PV System, and shall have sole responsibility for the removal of the PV System, if it so chooses, upon expiration of the Term of this Agreement.

D. Reporting

Homeowner will be responsible for reporting the PV System production data in kWh on a monthly basis to the Massachusetts Clean Energy Center Production Tracking System (“PTS”) in accordance with the NE-GIS reporting rules. For purposes of this Agreement, the term “NE-GIS” means the New England Power Pool (“NEPOOL”) Generation Information System, the generation information database and certificate system operated by NEPOOL, its designee or successor entity, that accounts for generation attributes of electrical energy consumed and generated within the regional transmission organization and independent system operator for the New England control area. The Compact will provide assistance to the Homeowner in reviewing the NE GIS reporting rules and will provide instruction on monthly reporting requirements. The Parties acknowledge that the Installation Agreement obligates Installer to provide a pre-paid twenty (20) year cellular and reporting plan to automatically report data from the PV System production meter to the PTS and to provide Homeowner with the PTS ID number for the PV System. Homeowner shall not be responsible for cost of the automatic reporting contract.

If the PV System is equipped with a data acquisition system, the Homeowner will make online access to this information available to the Compact. In the event that there is a failure of the automatic reporting system to report data from the PV System to the PTS, Homeowner shall be responsible for manually reporting monthly kWh production data to the PTS. In the event that for two consecutive calendar months the kWh production data from the PV System is not reported to the PTS, the Compact may elect to: (i) terminate this Agreement without liability by providing written notice to the Homeowner and seek a Termination Payment; or (ii) directly access the PV System meter to report production to the PTS.

The Homeowner covenants that it will execute the Renewable Energy Certificates Services Agreement, a form of which is attached as Exhibit B hereto, for filing with DOER or any successor entity thereto. The Homeowner further covenants to use good faith efforts to cooperate with the Compact in filling out any documentation the Compact deems reasonably necessary to qualify the PV System for any REC program set forth in 225 C.M.R. §14.00 et seq. or any other solar photovoltaic incentive program implemented by the local electric distribution company.

E. Insurance; Loss or Damage

Homeowner will ensure that its homeowner’s insurance covers the replacement value of the PV System. Upon request, Homeowner will provide the Compact with evidence of its compliance with this provision.

During the Term of this Agreement, in the event of damage, destruction or loss of the PV System not due to the negligence of Homeowner, this Agreement will terminate and the Compact will be entitled to receive a Termination Payment from Homeowner out of the Homeowner's insurance proceeds. The Compact's right to a Termination Payment under this Section 5 (E) will survive termination of the Agreement.

If Homeowner is rendered unable by an event of Force Majeure to carry out, in whole or in part, its obligations under this Agreement and Homeowner gives notice and full details of the event to the Compact as soon as practicable after the occurrence of the event, then during the pendency of such Force Majeure but for no longer period, the obligations of the Homeowner shall be suspended to the extent required. Force Majeure means unanticipated causes or events beyond the reasonable control of and without the fault or negligence of the Homeowner and may include, without limitation, acts of God; unusually severe actions of the elements such as droughts, storms, floods, hurricanes, tornadoes, lightning, earthquakes or landslides; epidemic; sabotage; terrorism; war; blockages; embargoes; riots or public disorders; fire; explosion; theft; strikes or other labor disputes; curtailment of energy transmission and actions or failures to act of any governmental authority (including expropriation, requisition, injunction, change of law or change in any governmental approval imposed by any governmental authority) preventing, delaying, or otherwise adversely affecting performance of a party. Force Majeure shall not mean general inclement weather affecting operation of the PV System, any nonpayment under this Agreement or a third party agreement or economic hardship of the Homeowner. In the event that the Homeowner claims a Force Majeure event for a consecutive period of six (6) calendar months or longer, the Compact may terminate this Agreement, in whole or in part, without any liability to the Homeowner or the Compact; provided, however, that in the event this Agreement is terminated due to damage, destruction or loss of the PV System not due to the negligence of the Homeowner, the Compact shall be entitled to the Termination Payment in accordance with Section 5 (E) of this Agreement.

F. No Liens

Homeowner will keep the PV System free and clear of all liens, claims, levies and legal processes and will defend and protect the Compact against all such liens, claims, levies and legal processes.

G. Publicity; Marketing

The Homeowner covenants that it will provide reasonable cooperation to the Compact and MassCEC in the marketing of the Compact's role in supporting the installation of the PV System, including, but not limited to, authorizing the Compact or MassCEC to use photographs and testimonials from the Homeowner. Homeowner further covenants that it will, upon reasonable request and at reasonable times, be available to be interviewed by MassCEC or its authorized representatives for purposes of MassCEC's case studies in connection with the MassCEC Agreement. Homeowner and Compact acknowledge and agree that MassCEC may report out on the PV System in summaries, case studies or similar information resources in connection with the MassCEC Agreement.

H. Future Conveyance

In the event that the Homeowner sells the Home during the Term of this Agreement, Homeowner covenants that it will provide the Compact thirty (30) days advance written notice of its intent to convey and that such notice will acknowledge Homeowner's obligation to comply with this Section 5 (H) by electing to either: (i) require as a condition of conveyance, the assignment of this Agreement to the a new owner of the Home that qualifies for low-income, single family housing (at or below 80% AMI for Cape Cod and at or below 100% AMI for Martha's Vineyard and subject to an affordability restriction in perpetuity in the deed), in a writing whereby the new homeowner confirms his/her obligation to be bound by the terms of this Agreement; or (ii) pay the Compact a Termination Payment upon conveyance. In the event that the Homeowner elects to pay the Compact a Termination Payment under this Section 5 (H), the Agreement shall terminate as of the date of such payment.

6. OBLIGATIONS OF THE COMPACT

The Compact will undertake all actions necessary to qualify and track the RECs, including, but not limited to, compliance with 225 C.M.R. §14.00 *et seq.* and all applicable operating rules of the NE-GIS. The Homeowner acknowledges and agrees that the Compact shall have no obligation to remove the PV System upon termination of this Agreement.

7. EVENTS OF DEFAULT; REMEDIES UPON EVENTS OF DEFAULT

In the event that the Homeowner fails to perform or observe any material term, covenant or agreement contained in this Agreement, such failure will be considered an Event of Default hereunder unless the Homeowner cures such failure within thirty (30) days of receipt of notice from the Compact. Without limiting any other rights or remedies of the Compact provided for elsewhere in this Agreement, or by applicable law or in equity, or otherwise, upon the occurrence of any Event of Default, the Compact may terminate this Agreement without liability by providing written notice and may seek a Termination Payment from the Homeowner. Upon the occurrence of an Event of Default, the Compact may proceed to protect, exercise and enforce its right and remedies as are provided by law (including remedies under the UCC in connection with the security interest granted to the Compact under Section 5 (B) of this Agreement), without notice to and demand upon Homeowner, (which are expressly waived by Homeowner), except to the extent required by applicable law.

8. INDEMNIFICATION

The Homeowner agrees to indemnify, defend and hold harmless the Compact and its officers, employees, agents, representatives and independent contractors, from any and all losses, claims, damages, liabilities and related expenses (including all reasonable fees, costs and attorneys' fees) incurred by the Compact or asserted against the Compact by the Homeowner or any third party arising out of, in connection with, or as a result of the Homeowner's negligence, willful misconduct or breach of contractual obligations under this Agreement. The Homeowner will have no obligation to indemnify the Compact for the Compact's own gross negligence or willful misconduct. This Section 8 will survive termination of this Agreement.

9. MISCELLANEOUS

A. Amendments

This Agreement will not be amended, restated, modified or supplemented except by a written instrument signed by an authorized representative of each of the Parties hereto.

B. Notices

All notices, demands, requests, consents or other communications required or permitted to be given or made under this Agreement shall be in writing and sent

If to the Compact to:

Margaret T. Downey
Cape Light Compact JPE Administrator
Cape Light Compact JPE
261 Whites Path, Unit 4
South Yarmouth, MA 02664
Phone: (508) 375-6636
Email: mdowney@capelightcompact.org

with a copy to:

Jeffrey M. Bernstein, Esq.
BCK Law, P.C.
271 Waverley Oaks Road, Suite 203
Waltham, MA 02452
Phone: (617) 244-9500 (voice)
(802) 419-8283 (fax)
Email: jbernstein@bck.com

If to the Homeowner to:

[insert]

Notices hereunder shall be deemed properly served: (i) by hand delivery, on the day and at the time on which delivered to the intended recipient at the address set forth in this Agreement; (ii) if sent by mail, on the fifth business day after the day on which deposited in the United States

certified or registered mail, postage prepaid, return receipt requested, addressed to the intended recipient at its address set forth in this Agreement; or (iii) if by Federal Express or other reputable express mail service, on the next business day after delivery to such express mail service, addressed to the intended recipient at its address set forth in this Agreement. Notices may also be transmitted by electronic mail, provided that any notice transmitted solely by electronic mail which is not confirmed as received by the receiving party shall be followed up by personal delivery or overnight delivery within forty-eight (48) hours. Either Party may change its address and contact person for the purposes of this Section 9 (B) by giving notice thereof in the manner required herein.

C. Waiver; Cumulative Remedies

No waiver by the Compact of any one or more defaults by the Homeowner in the performance of any provision of this Agreement shall operate or be construed as a waiver of any future default, whether of like or different character. No failure on the part of the Compact to complain of any action or non-action on the part of the Homeowner, no matter how long the same may continue, shall be deemed to be a waiver of any right hereunder by the Compact. A waiver of any of the provisions of this Agreement shall only be effective if made in writing and signed by the Compact. The rights, remedies, powers and privileges therein provided are cumulative and not exhaustive of any rights, remedies, powers and privileges provided by law.

D. Headings and Captions

The headings and captions appearing in this Agreement are intended for reference only and are not to be considered in construing this Agreement.

E. Governing Law; Venue

This Agreement and the rights and duties of the parties hereunder shall be governed by and shall be construed, enforced and performed in accordance with the laws of the Commonwealth of Massachusetts without regard to principles of conflicts of law. The sole venue for judicial enforcement shall be the Barnstable County Superior Court, Barnstable, Massachusetts.

F. Dispute Resolution

The Parties agree to use their respective best efforts to resolve any dispute(s) that may arise regarding this Agreement. Any dispute that arises under or with respect to this Agreement that cannot be resolved shall in the first instance be the subject of informal negotiations between the Parties involved in the dispute. The dispute shall be considered to have arisen when one Party sends the other Party involved in the dispute a written notice of dispute. The period for informal negotiations shall be fourteen (14) days from receipt of the written notice of dispute unless such time period is modified by written agreement of the Parties involved in the dispute. In the event that the parties involved in the dispute cannot resolve a dispute by informal negotiations, the Parties agree to submit the dispute to mediation. Within fourteen (14) days following the expiration of the time period for informal negotiations, the Parties shall propose

and agree upon a neutral and otherwise qualified mediator. In the event that the Parties fail to agree upon a mediator, the Parties shall request that the American Arbitration Association, Boston, Massachusetts, appoint a mediator. The period for mediation shall commence upon the appointment of the mediator and shall not exceed sixty (60) days, unless such time period is modified by written agreement of the Parties. The decision to continue mediation shall be in the sole discretion of each party involved in the dispute. The Parties will bear their own costs of the mediation.

G. Binding Effect

The terms and provisions of this Agreement, and the respective rights, privileges, duties and obligations hereunder of each Party, shall be binding upon, and inure to the benefit of, the Parties hereto and their respective successors and permitted assigns.

H. Severability

If any section, phrase or portion of this Agreement is, for any reason, held or adjudged to be invalid, illegal or unenforceable by any court of competent jurisdiction, such section, phrase, or portion so adjudged will be deemed separate, severable and independent and the remainder of this Agreement will be and remain in full force and effect and will not be invalidated or rendered illegal or unenforceable or otherwise affected by such adjudication, provided the basic purpose of this Agreement and the benefits to the parties are not substantially impaired.

I. Further Assurances

From time to time and at any time at and after the execution of this Agreement, the Homeowner shall execute, acknowledge and deliver such documents and assurances reasonably requested by the Compact and shall take any other action consistent with the terms of this Agreement that may be reasonably requested by the Compact for the purpose of effecting or confirming any of the transactions contemplated by this Agreement; likewise, from time to time and at any time at and after the execution of this Agreement, the Compact shall execute, acknowledge and deliver such documents and assurances reasonably requested by the Homeowner and shall take any other action consistent with the terms of this Agreement that may be reasonably requested by the Homeowner for the purpose of effecting or confirming any of the transactions contemplated by this Agreement.

J. Expenses

Each Party hereto shall pay all expenses incurred by it in connection with its entering into this Agreement, including without limitation, all attorneys' fees and expenses.

K. No Joint Venture

Nothing herein contained shall be deemed to constitute either Party a partner, agent or legal representative of the other Party or to create a joint venture, partnership, agency or any

relationship between the Parties. The obligations of the Parties are individual and not collective in nature.

L. Joint Work Product

This Agreement shall be considered the joint work product of the Parties hereto, and, therefore, no rule of strict construction shall be applied against either Party.

M. Homeowners Joint and Several

If more than one individual executes this Agreement as a Homeowner, the obligations hereunder shall be joint and several, and all references to Homeowner or Homeowners, shall be deemed to refer to both individuals, each individual and either individual.

N. Assignment

Except as provided in Section 5 (H) of this Agreement, Homeowner's rights and liabilities under this Agreement are not assignable, in whole or in part, without the prior written consent of the Compact. The Compact's rights and obligations under this Agreement are freely assignable. For the avoidance of doubt, in the event that during the Term of this Agreement the Compact undertakes to reorganize its inter-governmental agreement structure, the Compact may assign its rights under this Agreement in whole or in part to its organizational successor or may elect to assign this Agreement to its Fiscal Agent without the consent of the Homeowner. The Compact will provide written notice of such assignment to the Homeowner.

O. Survival

Termination of the Agreement for any reason shall not relieve the Compact or Homeowner of any obligation accrued or accruing prior to such termination, including, but not limited to, the obligations set forth in Section 5 (E) and Section 8.

P. Counterparts; Scanned Copies

This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument. The Parties agree that a scanned or electronically reproduced copy or image of this Agreement bearing the signatures of the Parties hereto shall be deemed an original and may be introduced or submitted in any action or proceeding as competent evidence of the execution, terms and existence of this Agreement notwithstanding the failure or inability to produce or tender an original, executed counterpart of this Agreement and without the requirement that the unavailability of such original, executed counterpart of this Agreement first be proven.

[Signature Page to Follow]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

Cape Light Compact

By: _____
Ms. Margaret T. Downey
JPE Administrator
Cape Light Compact JPE
261 Whites Path, Unit 4
South Yarmouth, MA 02664
(508) 375-6636 (voice)

mardowney@capelightcompact.org

Homeowner

By: _____
Name: _____

EXHIBIT A
FORM OF INSTALLATION AGREEMENT

EXHIBIT B

Form of Renewable Energy Certificates Services Agreement

**Commonwealth of Massachusetts
Executive Office of Energy and Environmental Affairs
Department of Energy Resources**

Massachusetts Renewable Portfolio Standard

RENEWABLE ENERGY CERTIFICATES SERVICES AGREEMENT

I, [_____], certify that I am the owner of the system installed and located at 1825 Old Stage Road, West Barnstable, Massachusetts and that I have executed a contract on August ____, 20__ with the Cape Light Compact JPE (Name of Aggregator/Authorized Representative) authorizing the Cape Light Compact JPE (Name of Aggregator/Authorized Representative) to include my system as part of an Aggregation of RPS Class I eligible Generation Units. I also certify that I will notify DOER in writing within 30 days upon termination of that contract.

I, Margaret T. Downey, Cape Light Compact JPE Administrator and Chief Procurement Officer (Name of Aggregator/Authorized Representative) certify that I have executed a contract with [_____] on _____, 20__ to include the system located at [_____] in an Aggregation. I also certify that I will notify DOER in writing within 30 days upon termination of that contract.

Signature of Generation Unit Owner: _____ Date: _____
[INSERT]

Signature of Aggregator/Authorized Rep.: _____ Date: _____
Ms. Margaret T. Downey
Cape Light Compact JPE Administrator