

RURAL BUSINESS AND COOPERATIVE SERVICE GRANT AGREEMENT

This Grant Agreement, which includes the applicable Program Attachment, any continuation sheets, and those documents referenced in paragraph III (A) of this Grant Agreement, for the Project and Grant Amount described below and for the Program identified in the Program Attachment, is between the undersigned Grantee (also referred to herein as "you") and the United States of America acting through the Rural Business-Cooperative Service, (RBS or Grantor).

I. GRANT DESCRIPTION

1. Case No. (provided by Grantor):	2. Grant No. (provided by Grantor):
3. Grantee Name:	4. Address of Grantee:
5. DUNS Number: (not applicable to individuals)	
6. Agency Approved Eligible Project Costs:	7. Maximum Amount of Grant Funds:
8. Grant Amount as Percent of Agency Approved Eligible Project Costs:	9. Amount of Matching Funds provided by the Grantee or other eligible sources:
10. Project Description. (Indicate the Project location or areas to be served, as applicable. You may elect to attach a copy of the Project description from the application if the description is current. Use continuation sheets as necessary.)	

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is [0570-0050]. The time required to complete this information collection is estimated to average 1 hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

11. Real property acquired or improved with Grant Funds. (Provide the legal description and/or address of where the real property or other property described in block 12 below is located. Use continuation sheets as necessary).

12. Other property (e.g. equipment) acquired with Grant Funds. (Describe each item, estimated useful life, and the value of equipment. Use continuation sheets as necessary).

Item	Estimated Useful Life	Value

II. GRANTEE REPRESENTATIONS AND WARRANTIES

The Grantee makes the following representations and warranties:

- A. If applicable, the Grantee has been duly chartered and is in good standing under the laws of the State of its charter with the power and authority to perform its obligations under this Grant Agreement, the RBS letter of conditions, the Program Regulations, and other official guidance.

- B. This Grant Agreement and the RBS letter of conditions have been duly authorized, executed, and delivered by the Grantee and such documents constitute the legal and binding agreements of the Grantee, enforceable against the Grantee in accordance with their respective terms, subject to applicable bankruptcy, reorganization, insolvency, moratorium and other laws of general application relating to or affecting creditor's rights generally.

- C. The execution or the delivery by the Grantee of this Grant Agreement and the RBS letter of conditions; the consummation of the transactions contemplated herein or therein; and the fulfillment by the Grantee of the terms hereof or thereof, do not conflict with or violate, result in a breach of or constitute a default under any term or provision of the charter or organizational documents, as applicable of the Grantee or any law or regulation or any court or regulatory body having jurisdiction over the Grantee, or the terms of any indenture, deed of trust, mortgage, note, note agreement or instrument to which the Grantee or any of its properties is bound. The Grantee has not received any notice from any other party to any of the foregoing that a default has occurred or that any event or condition exists that with the giving of notice or lapse of time or both would constitute such a default.
- D. No approval, authorization, consent, order, registration, filing, qualification, license or permit of or with any state or Federal court or governmental agency or body having jurisdiction over the Grantee is required by the Grantee for the consummation by the Grantee of the transactions contemplated by this Grant Agreement or the RBS letter of conditions except such as have been obtained.
- E. There is no pending or threatened action, suit or proceeding before any court or governmental agency, authority or body or any arbitrator concerning the Grantee, this Grant Agreement or the RBS letter of conditions which, if adversely determined, would have a material adverse effect on the Grantee's ability to perform its obligations under this Grant Agreement and the RBS letter of conditions.
- F. All information, reports, and other papers and data furnished to RBS by the Grantee concerning the application of the Grantee for the Grant were, at the time the same were so furnished, complete and correct in all material respects to the extent necessary to give RBS a true and accurate knowledge of the subject matter and no document furnished or other written statement made to RBS in connection with the Grant contains any untrue statement of a fact material to the financial condition of the Grantee or the Project or omits to state such a material fact necessary in order to make the statements contained therein not misleading.
- G. That no adverse actions have occurred since the application was approved. No material changes will be made in the Project without prior approval of RBS.
- H. The Grantee is in compliance with, and will comply in the course of the Grant Agreement with, all applicable laws, regulations, Executive Orders, and other generally applicable requirements governing this Grant Agreement.
- I. The Grantee will use grant and matching funds only for the purposes and activities specified in the application and budget approved by the Grantor. Any uses not provided for in the approved budget must be approved in writing by the Grantor.

J. Financial Management Systems

1. Grantee will provide a financial management system in accordance with the applicable Departmental Regulations, including, but not limited to:
 - a. Accounting records that identify adequately the source and application of funds for grant-supported activities.
 - b. Effective internal control over and accountability for all grant and matching funds, property, and other assets. Grantees shall adequately safeguard all such assets and ensure that they are used solely for authorized purposes.
 - c. Verifiable records that track proportionate usage of grant and matching funds for the purposes and activities specified in the application and budget approved by the Grantor. Records must be available for review or audit by the Grantor.
2. Grantee will retain financial records, supporting documents, statistical records, and all other records pertinent to the grant for a period of 3 years after the final performance report is submitted to the Grantor. Records shall be retained beyond the 3-year period if any litigation, claim, or audit findings involving the records have not been resolved. The Grantor and the Comptroller General of the United States, or any of their duly authorized representatives, shall have the right to access to any books, documents, papers, and records of the Grantee that are pertinent to the grant for the purpose of making audits, examinations, excerpts, and transcripts.

K. Procurement and Construction

1. Grantee will comply with the applicable Departmental Regulations procurement requirements including but not limited to standards of conduct, open and free competition, access to contractor records, and equal employment opportunity requirements.
2. Grantee will, for construction contracts in excess of \$100,000, provide performance and payment bonds for 100 percent of the contract price unless otherwise approved by the Grantor in accordance with applicable Departmental Regulations.

L. Acquired Property

1. Grantee will hold title to all real property described in Block 11 in part I, Grant Description, including improvements to land, structures, fixtures, or other things attached to the real property and all equipment described in Block 12 in part I, Grant Description. Real property and equipment described in Blocks 11 and 12 and replacement property are subject to the disposition requirements of Departmental Regulations. The Grantee must notify and obtain approval from the Grantor before disposing of (A) any real property described in Block 11 or (B) equipment with a unit

acquisition cost of \$1,000 or more for grantees covered by 7 CFR 3015 and with a current per-unit fair market value of \$5,000 and more for grantees covered by 7 CFR parts 3016 or 3019 described in Block 12.

_____ **(Grantee initials)**

2. If required by Grantor, record liens or other appropriate notices of record to indicate that personal or real property has been acquired or improved with Federal grant funds, and that use and disposition conditions apply to the property as provided by Departmental Regulations.

M. Reporting

In addition to any other required reporting, Grantee will after grant approval through grant completion:

1. Provide periodic reports as required by the Grantor. A SF-425, "Federal Financial Report" and a project performance report will be required on a semiannual basis (due 30 working days after end of the semiannual period). For the purposes of this grant, semiannual periods end on June 30th and December 31st. Grantees shall constantly monitor performance to ensure that work tasks are being accomplished by the appropriate time schedules. The project performance reports shall include the following:
 - a. A comparison of actual accomplishments to the objectives established for that period;
 - b. Reasons why established objectives were not met, if applicable;
 - c. Reasons for any problems, delays, or adverse conditions, if any, which have affected or will affect attainment of overall project objectives, prevent meeting time schedules or objectives, or preclude the attainment of particular objectives during established time periods. This disclosure shall be accompanied by a statement of the action taken or planned to resolve the situation; and
 - d. Objectives and timetable established for the next reporting period.
 2. Provide a final project and financial status report within 90 days after the expiration or termination of the grant.
 3. Provide outcome project performance reports and final deliverables as required by the Program Attachment.
- N. When the Grantee is an entity, the signatory(ies) on behalf of the Grantee represents that they have the requisite power and authority to sign this Grant Agreement on behalf of the Grantee.

- O. The Grantee will comply, as applicable, with Executive Order 12898, the Americans with Disabilities Act of 1990, Title VI of the Civil Rights Act of 1964, and Section 504 of the Rehabilitation Act of 1973. This shall include collection and maintenance of data on the race, sex, and national origin of Grantee's membership, ownership and employees, as applicable. These data must be available to the Grantor in its conduct of Civil Rights Compliance Reviews, which will be conducted prior to grant closing and one subsequent compliance review after the final disbursement of grant funds have occurred.

III. GENERAL PROVISIONS

The Grantor and Grantee agree to the following:

- A. Any application submitted by the Grantee for this grant, including any attachments, amendments and Grantor approved budgets, are incorporated and included as part of this Grant Agreement. Any changes to these documents or this Grant Agreement must be approved in writing by the Grantor.
- B. The invalidity of any one or more phrases, clauses, sentences, paragraphs or provisions of this Grant Agreement shall not affect the remaining portions hereof.
- C. Grantor will provide Grant funds up to the Grant Amount shown in Box 7 in part I, Grant Description.
- D. If there is a conflict between this Grant Agreement and the applicable Program Regulation, the applicable Program Regulations shall prevail. If there is a conflict between this Grant Agreement and the Department Regulations, the Department Regulations shall prevail.
- E. When the date fixed for the performance of an act under this Grant Agreement is on a weekend or Federal holiday, then the performance by the close of business on the next Federal work day shall have the same force and effect as if made performed or exercised on the specified date.
- F. In addition to the regulatory and statutory authorities identified in the Program Attachment, this Grant Agreement will be governed by applicable Notices published in the Federal Register and all other applicable laws, regulations, Executive Orders, and other generally applicable requirements including those contained in the Departmental Regulations as currently codified in 2 CFR part 417 and 7 CFR parts 3000 through 3099, including, but not necessarily limited to, 7 CFR parts 3015 through 3019, 7 CFR part 3021, and 7 CFR part 3052, and successor regulations to these parts, which are incorporated into this Grant Agreement by reference.

Part 3015 of title 7 CFR shall apply to (a) state and local governments and (b) institutions of higher education, hospitals and other non-profit organizations to the extent there is not a more specific provision in 7 CFR 3016 and 3019, respectively. Part 3015 of title 7 shall also apply to individuals. For the purposes of 7 CFR 3019, "recipient" shall include commercial organizations including sole proprietorships.

G. Grant Disbursement

1. Grantee will disburse grant funds as approved by the Grantor. Requests for reimbursement may be submitted monthly or more frequently if authorized to do so by the Grantor. Ordinarily, payment will be made within 30 days after receipt of a proper request for reimbursement. Payment will be made by electronic funds transfer.
2. The Grantee shall not request reimbursement for the Federal share of amounts withheld from contractors to ensure satisfactory completion of work until after those payments are made.
3. When Grant funds are used for construction, Standard Form 271, "Outlay Report and Request for Reimbursement for Construction Programs," or other format prescribed by Grantor shall be used to request reimbursements.
4. When Grant funds are not used for construction, Standard Form 270, "Request for Advance or Reimbursement," or other format prescribed by Grantor shall be used to request reimbursements.

H. Grantee will not use Grant Funds to replace any financial support previously provided or assured from any other source. The Grantee agrees that the Grantee's level of expenditure for the Project shall be maintained and not reduced as a result of Grant Funds.

I. The Grantee will avoid conflicts of interest or the appearance of conflict of interest.

J. Without otherwise limiting any termination or other remedies available to the Grantor, the Grantor may terminate the grant in whole, or in part, whenever it is determined that the Grantee has failed to comply with the conditions of this Grant Agreement. **Unless otherwise agreed to by the Grantor in writing, this grant will terminate 1 year from the date the Grantor signs the agreement.**

K. Termination

1. RBS may terminate the Grant and any activities under the Grant at any time, whenever RBS has determined that the Grantee has failed to comply with the conditions of the Grant. RBS shall promptly notify the Grantee in writing of the determination and reasons for the termination, together with the effective date. Termination may place for cause such as:

- a. Failure, inability, or unwillingness of the Grantee to carry out or comply with, or cause to be carried out or complied with, the specific undertakings described in the application as approved by RBS in the RBS letter of conditions or this Grant Agreement.
 - b. Any representation or warranty made by the Grantee herein, in the application materials, in response to the RBS letter of conditions, or in any certificate or report furnished by or on behalf of the Grantee about any of the foregoing that proves to be false, incomplete or incorrect in any material respect;
 - c. Failure to observe or perform any of the covenants, conditions or agreements of the Grantee, which continues for thirty (30) days after written notice has been given to the Grantee specifying such default and requiring the same to be remedied;
 - d. Violation of the Program Regulations by officers, directors, employees or agents of the Grantee, that continues for a period of thirty (30) days without being rectified to the satisfaction of RBS after written notice has been given by RBS to the Grantee specifying such default and requiring the same to be rectified.
2. Within 30 days of notification of early termination, the Grantee will provide, for approval by RBS, a Termination Plan. The Grantee will not incur new commitments for the terminated portion of the Grant after notification of termination, and will cancel as many outstanding obligations as practicable.
- L. Specific references in this Grant Agreement to regulations, statutes, and forms will be deemed to refer to any successor regulations, statutes, and forms.
- M. Singular references to Grantee in this Grant Agreement will include all Grantees when there is more than one.
- N. This Grant Agreement shall be governed by Federal law.
- O. The Grantee shall allow the Grantor, or its representatives, reasonable access to the real property constructed or equipment installed with grant funds as well as any records and project performance information during its useful life.
- P. System for Awards Management and Universal Identifier Requirements
- 1. Requirement for Systems for Award Management (SAM)

Unless you are exempted from this requirement under 2 CFR 25.110, you as the recipient must maintain the currency of your information in the SAM until you submit the final financial report required under this award or receive the final payment, whichever is later. This requires that you review and update the

information at least annually after the initial registration, and more frequently if required by changes in your information or another award term.

2. Requirement for Data Universal Numbering System (DUNS) Numbers

If you are authorized to make subawards under this award, you:

- a. Must notify potential subrecipients that no entity (see definition in paragraph 3 of this award term) may receive a subaward from you unless the entity has provided its DUNS number to you.
- b. May not make a subaward to an entity unless the entity has provided its DUNS number to you.

3. Definitions

For purposes of this award term:

- a. Systems for Award Management (SAM) means the Federal repository into which an entity must provide information required for the conduct of business as a recipient. Additional information about registration procedures may be found at the SAM Internet site (currently at <http://www.sam.gov>).
- b. Data Universal Numbering System (DUNS) number means the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D & B) to uniquely identify business entities. A DUNS number may be obtained from D & B by telephone (currently 866-705-5711) or the Internet (currently at <http://fedgov.dnb.com/webform>).
- c. Entity, as it is used in this award term, means all of the following, as defined at 2 CFR part 25, subpart C:
 - i. A Governmental organization, which is a State, local government, or Indian Tribe;
 - ii. A foreign public entity;
 - iii. A domestic or foreign nonprofit organization;
 - iv. A domestic or foreign for-profit organization; and
 - v. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.

d. Subaward:

- i. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.
- ii. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see Sec. ____210 of the attachment to OMB Circular A-133, “Audits of States, Local Governments, and Non-Profit Organizations”).
- iii. A subaward may be provided through any legal agreement, including an agreement that you consider a contract.

e. Subrecipient means an entity that:

- i. Receives a subaward from you under this award; and
- ii. Is accountable to you for the use of the Federal funds provided by the subaward.

Q. Reporting Subawards and Executive Compensation.

1. Reporting of first-tier subawards.

- a. **Applicability.** Unless you are exempt as provided in paragraph 4. of this award term, you must report each action that obligates \$25,000 or more in Federal funds that does not include Recovery funds (as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub.L. 111-5) for a subaward to an entity (see definitions in paragraph 5. of this award term).
- b. **Where and when to report.**
 - i. You must report each obligating action described in paragraph 1.a. of this award term to <http://www.fsrs.gov>.
 - ii. For subaward information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2010, the obligation must be reported by no later than December 31, 2010.)
- c. **What to report.** You must report the information about each obligating action that the submission instructions posted at <http://www.fsrs.gov> specify.

2. Reporting Total Compensation of Recipient Executives.

- a. Applicability and what to report. You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if--
 - i. the total Federal funding authorized to date under this award is \$25,000 or more;
 - ii. in the preceding fiscal year, you received--
 - (A) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
 - (B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
 - iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/excomp.htm>.)
- b. Where and when to report. You must report executive total compensation described in paragraph 2.a. of this award term:
 - i. As part of your registration profile at <http://www.ccr.gov>.
 - ii. By the end of the month following the month in which this award is made, and annually thereafter.

3. Reporting of Total Compensation of Subrecipient Executives.

- a. Applicability and what to report. Unless you are exempt as provided in paragraph 4. of this award term, for each first-tier subrecipient under this award, you shall report the names and total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if--

- i. in the subrecipient's preceding fiscal year, the subrecipient received--
 - (C) 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
 - (D) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and
 - ii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/excomp.htm>.)
- b. Where and when to report. You must report subrecipient executive total compensation described in paragraph 3.a. of this award term:
- i. To the recipient.
 - ii. By the end of the month following the month during which you make the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (i.e., between October 1 and 31), you must report any required compensation information of the subrecipient by November 30 of that year.

4. Exemptions

If, in the previous tax year, you had gross income, from all sources, under \$300,000, you are exempt from the requirements to report:

- a. Subawards,
and
- b. The total compensation of the five most highly compensated executives of any subrecipient.

5. Definitions. For purposes of this award term:

- a. Entity means all of the following, as defined in 2 CFR part 25:

- i. A Governmental organization, which is a State, local government, or Indian tribe;
 - ii. A foreign public entity;
 - iii. A domestic or foreign nonprofit organization;
 - iv. A domestic or foreign for-profit organization;
 - v. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.
- b. Executive means officers, managing partners, or any other employees in management positions.
- c. Subaward:
 - i. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.
 - ii. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see Sec. __ .210 of the attachment to OMB Circular A-133, “Audits of States, Local Governments, and Non-Profit Organizations”).
 - iii. A subaward may be provided through any legal agreement, including an agreement that you or a subrecipient considers a contract.
- d. Subrecipient means an entity that:
 - i. Receives a subaward from you (the recipient) under this award; and
 - ii. Is accountable to you for the use of the Federal funds provided by the subaward.
- e. Total compensation means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):
 - i. Salary and bonus.
 - ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting

Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.

- iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
- iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
- v. Above-market earnings on deferred compensation which is not tax-qualified.
- vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

IN WITNESS WHEREOF, Grantor and Grantee enter into this Grant Agreement.

Approved by an Authorized Representative of the Grantee:

Name (Please Print)

Title (Please Print)

Signature

Date

Approved for the United States of America, Rural Business Cooperative Service by:

Name (Please Print)

Title (Please Print)

Signature

Date

Program Attachment

PROGRAM ATTACHMENT

PROGRAM NAME: RURAL ENERGY FOR AMERICA PROGRAM

Type of Grant (mark one):

- Renewable Energy System
- Energy Efficiency Improvement
- Energy Audit
- Renewable Energy Development Assistance
- Renewable Energy System Feasibility Study

AUTHORITY:

7 USC 8107

APPLICABLE REGULATIONS:

7 CFR part 4280 subpart B

ADDITIONAL PROGRAMMATIC GRANT PROVISIONS:

The Grantor and Grantee further agree to the following additional provisions:

1. Should actual project costs for the grant be lower than projected in Block 6, in part I, Grant Description, the final amount of the grant will be adjusted to remain at the percentage identified in Block 8 of the final Eligible Project Costs. Blocks 6 and 8 do not apply to Energy Audit and Renewable Energy Development Assistance grants. However, the recipient of an energy audit under the Energy Audit grant must pay at least 25 percent of the cost of the energy audit, which shall be retained by the Grantee for the cost of the audit. This must be documented with the final performance report.
2. (For Renewable Energy System grants and Energy Efficiency Improvement grants). The proposed renewable energy system or energy efficiency improvements shall be constructed and/or installed in accordance with any energy audit or energy assessment recommendations, engineering recommendations, technical reports, or other applicable information provided by the Grantee and approved by the Grantor. The Grantee will own, operate, and provide for continued maintenance on the Project.
3. Paragraph II (J), Grantee Representations and Warranties, is further supplemented with the following:

Accounting records shall be in accordance with generally accepted accounting principles (GAAP) and contain information pertaining to grant awards and authorizations, obligations, unobligated balances, assets, liabilities, outlays, income and interest. Accounting principles that are generally required by commercial agricultural lenders may be used in lieu of GAAP for Grantees that are agriculture producers.

4. Paragraph II (M), Grantee Representations and Warranties, is further supplemented with the following:

A. (Renewable Energy System and Energy Efficiency Improvements grants)

1. Provide a final project development report which includes a detailed project funding and expense summary and a summary of the project's installation/construction process, including recommendations for development of similar projects by future applicants to the program.

2. Provide performance outcome reports as follows:

a. Renewable Energy System Report. Commencing the first full calendar year following the year in which project construction was completed; and continuing for 3 additional years, a report detailing the following will be provided:

i. Type of technology;

ii. The actual annual amount of energy generated in BTUs, kilowatt-hours, or similar energy equivalents;

iii. Annual income for systems that are selling energy, if applicable, and/or energy savings of the renewable energy system;

iv. A summary of the cost of operations and maintenance;

v. A description of any associated major maintenance or operational problems;

vi. Recommendations for development of future similar projects; and

vii. Actual number of jobs created or saved as a result of the REAP funding.

b. Energy Efficiency Improvement Report. Commencing the first full calendar year following the year in which project construction was completed and continuing for 2 additional years, provide a report detailing, including calculations and any assumptions:

i. The actual amount of energy saved annually as determined by the difference between:

(A) The annual amount of energy used by the project with the project in place and

(B) The annual average amount of energy used for the 36 month period prior to application submittal as reported in the application; and

ii. Actual number of jobs created or saved as a result of the REAP funding.

B. (Renewable Energy System Feasibility Study grants)

1. Provide the feasibility study completed on the proposed renewable energy system.
2. Commencing the first full year after the feasibility study has been completed and continuing for 2 additional years, provide a performance outcome report as follows:
 - a. Is the renewable energy system project for which the feasibility study was conducted underway? If “yes,” describe how far along the renewable energy system project is (e.g., financing has been secured, site has been secured, construction contracts are in place, project is completed). If “no,” discuss why the renewable energy system project is not underway.
 - b. Is the renewable energy system project complete? If so, what is the actual amount of energy being produced?

C. (Energy Audit and Renewable Energy Development Assistance grants)

1. The semiannual project performance reports will also:
 - a. Discuss the number of audits performed, number of recipients assisted and the type of assistance provided for renewable energy development assistance in the comparison of actual accomplishments to the objectives established for that period.
 - b. Include a list of recipients, each recipient’s location, and each recipient’s North American Industry Classification System code.
2. Provide a final project performance report that includes the following:
 - a. Energy Audit Report. This will be a comprehensive project performance

report describing:

- i. The number of audits conducted.
 - ii. A list of recipients with each recipient's North American Industry Classification System code.
 - iii. The location of each recipient.
 - iv. The cost of each audit and documentation showing that the recipient of the energy audit provided 25 percent of the cost of the audit.
 - v. The expected energy saved for each audit conducted.
- b. Renewable Energy Development Assistance Report. This will be a comprehensive project performance report describing:
- i. The number of recipients assisted and the type of assistance provided.
 - ii. A list of recipients with each recipient's North American Industry Classification System code.
 - iii. The location of each recipient.
 - iv. The expected renewable energy that would be generated if renewable energy site assessment projects were implemented.
3. Commencing the first full year after the grant is completed, provide a performance outcome report as follows:
- a. The Grantee will provide the Grantor a status report identifying the number of energy audit projects that proceeded with one or all of the Grantee's recommendations from the finding in the energy audit as well as the amount of energy saved for each project.
 - b. The Grantee will provide the Grantor a status report identifying the number of renewable energy projects that proceeded with one or all of the Grantee's recommendations from technical assistance provided or from findings on the renewable energy site assessment as well as the amount of renewable energy generated for each project, as applicable.

5. Paragraph III (G), General Provisions, is further supplemented with the following:
 - A. (For Renewable Energy System and Energy Efficiency Improvements grants with total project costs of greater than \$200,000 and Renewable Energy System Feasibility Study grants). Grant funds will be disbursed through 90 percent of grant disbursement. The final 10 percent of grant funds will be held by the Grantor until either (i) construction of the renewable energy system is completed, operational, and has met or exceeded the test run requirements as set out in the grant award requirements, (ii) construction of the energy efficient improvement is completed and operational, as applicable or (iii) the Grantee has submitted a feasibility study acceptable to the Grantor, as applicable.
 - B. (For Renewable Energy System and Energy Efficiency Improvements grants). Unless required by third parties providing cost sharing payments to be provided on a pro-rata basis with other matching funds, grant funds will be disbursed after all other matching funds have been expended.
6. Paragraph III (J), General Provisions, is revised by replacing the last sentence with the following:

Unless otherwise agreed to by the Grantor, this grant will terminate 2 years from the date the Grantor signs the agreement. Grant funds not expended within 2 years from the date this Grant Agreement is executed will be cancelled by the Grantor. Prior to the actual cancellation, the Grantor will notify the Grantee, in writing, of the intent to cancel the remaining grant funds.