

APPENDIX B
STANDARD AGREEMENT

Contract No. [REDACTED]

EFFICIENCY MAINE TRUST**INCENTIVE AGREEMENT**
Competitive Program

THIS AGREEMENT is made by and between Efficiency Maine Trust, an independent quasi-state agency of the State of Maine, ("Trust") and [REDACTED] a [type of business entity, e.g. corporation, limited liability company, partnership] organized under the laws of the State of [REDACTED], federal tax identification number 31-1480427, with a place of business located at [REDACTED], ("Recipient").

WHEREAS, the Trust administers certain funds under the Regional Greenhouse Gas Initiative Trust Fund pursuant to 35-A M.R.S.A. §10109 which is intended to promote measures, investments, and arrangements in the State of Maine that enhance energy efficiency and conservation, reduce electricity consumption and cost, and reduce greenhouse gas production by fossil fuel combustion (the "Program");

WHEREAS, Recipient has submitted an application for funding of a certain project under the Program (the "Application"), which project is described in the Statement of Work, Specifications and Project Description in Rider A (the "Project");

WHEREAS, the Trust, in reliance upon Recipient's representations contained in the Application and Recipient's covenants and commitments contained in this Agreement, has decided to make an award to Recipient under the Program (the "Incentive Award").

NOW, THEREFORE, for valuable consideration received or to be received, including but not limited to the performance by the Trust and the Recipient (the "Parties") of their respective obligations under this Agreement, the Parties hereby agree as follows.

1. INCENTIVE AWARD; TERM; AND FUNDING DISBURSEMENTS.

1.1 Relying upon Recipient's representations in its Application and Recipient's compliance with all terms and conditions of this Agreement, the Trust will provide Recipient an Incentive Award of \$x for the Project.

1.2 This Agreement shall commence on xxxxx and shall terminate on December 31st, 2012 (the "Term"), unless earlier terminated in accordance with the provisions of this Agreement. Recipient shall complete the Project within the Term. All provisions relating to document retention and review, audit, accounting, reporting, indemnity and remedies shall survive expiration or termination of this Agreement.

1.3 The Incentive Award shall be disbursed to Recipient by the Trust in accordance with the Payment Schedule and Project Milestones set forth in Rider B. The Trust's obligations to make payments or disbursements to Recipient are conditioned on the following:

- (i) Designated funds remain available for the Project;
- (ii) Recipient is not in breach of any of the terms or conditions of this Agreement;
- (iii) Recipient has submitted properly documented reimbursement requests and invoices;
- (iv) Recipient has produced or provided all necessary documents and reports as may be required by this Agreement or applicable law, rule, regulation or policy;
- (v) The implementation of the Project is fully in accordance with the Statement of Work, Specifications and Project Description.

1.4 The Trust will not reimburse Recipient for any cost or expense that is contrary to this Agreement or any restriction or limitation contained in any applicable law, rule, regulation or policy.

1.5 By submitting any invoice or request for reimbursement, Recipient is representing that the services or costs identified in the invoice or request for reimbursement are within the approved Statement of Work, Specifications and

Project Description in Rider A and Payment Schedule and Project Milestones in Rider B, and that such costs and expenses are allowable, allocable, and reasonable in accordance with this Agreement and all applicable laws, rules, regulations, and policies.

1.6 Recipient shall expend Incentive Award funds only for Project purposes and only in accordance with the terms and conditions of this Agreement and the Program. Recipient shall not expend Incentive Award funds for any purpose not expressly authorized in this Agreement or by subsequent written authorization from the Trust.

1.7 Any expenditure or obligation to expend funds intended to benefit the Project by Recipient prior to the effective date of this Agreement is at Recipient's risk. The Trust may, in its sole discretion, decline to approve such expenditures or obligations for reimbursement under the Incentive Award unless they are in strict accordance with the terms and conditions of this Agreement.

1.8 The Trust shall not disburse any Incentive Award amounts following written notice by the Trust to Recipient of Suspension or following written notice of an Event of Default as set forth in this Agreement.

1.9 By paying all or a portion of any invoice or request for reimbursement, the Trust does not waive its ability to challenge any payment or reimbursement for failing to comply with this Agreement.

1.10 Recipient acknowledges that funding of the Incentive Award is provided for specified energy efficiency improvements and conservation measures. Incentive Award funds must be used in compliance with the Program requirements and all regulations relating thereto. Recipient and its subcontractors may be subject to audit in connection with the receipt and use of Incentive Award funds. Recipient agrees that if it or one of its subcontractors fails to comply with applicable requirements governing use of the Incentive Award funds, the Trust may withhold or suspend, in whole or in part, the Incentive Award funds or recover misspent funds following an audit. The Trust has the right to cancel, suspend, or terminate this Agreement if Recipient or its subcontractors fails to comply with the terms and conditions of this Agreement or applicable law. This provision is in addition to other remedies available to the Trust under state and federal law.

2. STANDARDS OF PERFORMANCE.

2.1 Recipient shall, and shall cause its subcontractors to, perform all work and services in connection with the Project in a timely, professional, and workmanlike manner. Recipient shall perform, or cause to be performed, all work and services in accordance with the Statement of Work, Specifications and Project Description and shall exercise best efforts to achieve the energy efficiency, conservation of electricity, reduction in energy costs, and mitigation or reduction of greenhouse gases outlined in the Statement of Work, Specifications, and Project Description.

2.2 Recipient is responsible to furnish or arrange for all qualified personnel, facilities, equipment, materials and services as necessary for the performance of the Project and shall provide and maintain competent and adequate supervision of the Project to ensure that all work and services conform to the Statement of Work, Specifications and Project Description.

2.3 Recipient shall, and shall ensure that its subcontractors conform to applicable state, federal, and local laws, ordinances, rules, regulations, and standards in the performance of this Agreement and execution of the Project.

2.4 Recipient shall keep the Trust apprised of all material developments in connection with the Project and shall consult and coordinate with the Trust, through its Agreement Administrator, as necessary in the performance of the Project. The Trust reserves the right to monitor Recipient's performance of this Agreement, including the performance of any subcontractor, in order to verify compliance.

2.5 The Trust does not endorse, guarantee, or warrant any particular vendor, contractor, manufacturer or product, and it provides no warranties, express or implied, for any product or services. Recipient's reliance on warranties is limited to any warranties that may be provided by vendors, contractors, manufacturers or equipment suppliers. Neither the Trust nor its consultants are responsible for assuring that the design, engineering, or construction of the Project or installation of the energy efficiency and conservation measures is proper or complies with any particular laws, codes, or industry standards. The Trust does not make any representations of any kind regarding the results to be achieved by the Project

or the adequacy or safety of such measures. Recipient is solely responsible for the design and implementation of the Project.

3. RECIPIENT REPRESENTATIONS AND RESPONSIBILITIES.

3.1 Recipient shall abide by the terms of this Agreement, including the terms and conditions contained in any Riders appended hereto, and all requirements applicable to the Program.

3.2 All requirements, restrictions and obligations regarding the use of Program Incentive Awards are deemed incorporated in this Agreement to the extent necessary to ensure compliance with applicable law. Recipient agrees to comply with all such requirements, restrictions and obligations and shall cause its subcontractors to comply with all such requirements, restrictions and obligations.

3.3 Recipient represents that it has all requisite power and authority to execute this Agreement and perform the Project and that the execution and delivery of this Agreement and the performance of the Project have been duly authorized by all necessary action of its shareholders, directors, trustees, partners, members, or managers as appropriate.

3.4 Recipient represents that it is eligible to receive the Incentive Award and that it is not suspended, debarred or disqualified from receiving state contracts, grants, awards or other appropriations.

3.5 Recipient represents that it has filed all federal and state tax returns and reports as required by law and has paid all taxes, assessments and governmental charges due, except those contested in good faith.

3.6 Recipient has disclosed any relationship, direct or indirect, between Recipient, its officers, directors, partners, members, managers, or employees, and the Trust and State that could reasonably give rise to a conflict of interest.

3.7 There has been no material adverse change in the business, operations, or financial condition of Recipient or in the matters described in the Application pertaining to the Project, since the submission of the Application. Neither this Agreement, the Application, nor any document, report, nor certification given by Recipient in connection with this Agreement or the Project contains any untrue statement of material fact or any knowing omission of material fact.

3.8 Recipient shall provide such documents and information and execute any disclosures, certifications and statements of compliance as may be required under state or federal law or regulation, or as may be reasonably requested by the Trust in order to ensure compliance with applicable law.

3.9 Recipient represents that the Project will be performed in the State of Maine and that the Incentive Award will be expended solely for energy efficiency improvements, conservation measures, and carbon reduction initiatives in the State of Maine. Recipient shall maintain a place of business in the State of Maine throughout the Term and shall maintain its good standing to conduct business in the State of Maine throughout the Term.

4. SUSPENSION OF INCENTIVE AWARD.

4.1 The Trust may suspend Incentive Award disbursements and payments to Recipient for any of the following reasons:

- (i) Recipient's failure to comply with the terms and conditions of this Agreement, including any representation or covenant contained herein;
- (ii) Recipient's failure to execute the Project in good faith and with due diligence, or to achieve an agreed Project milestone; or
- (iii) A material change in Recipient's legal, business, or financial status.

4.2 The Trust shall provide Recipient with written notice of its decision to suspend Incentive Award disbursements and payments under this provision and shall provide Recipient with an explanation of the reasons therefor. The Trust shall specify the remedial actions that the Recipient must complete to successfully secure reinstatement of the Incentive Award and shall allow the Recipient up to thirty (30) days to cure the underlying cause for suspension.

5. TERMINATION OF AGREEMENT.

5.1 The Trust may declare Recipient to be in default of this Agreement upon the occurrence of any of the following Events of Default:

- (i) Recipient's material breach of any covenant, condition, or obligation under this Agreement;
- (ii) Recipient's violation of law;
- (iii) Recipient's failure to make regular and substantial progress toward the performance and completion of the Project;
- (iv) Recipient's failure to provide any periodic or final reporting or accounting as required under this Agreement or applicable law, rule, or regulation;
- (v) Recipient's misuse or misapplication of the Incentive Award; or
- (vi) Any event of default identified elsewhere in this Agreement.

5.2 Without prejudice to any other rights or remedies, the Trust may terminate this Agreement upon any Event of Default by providing Recipient with thirty (30) days written notice of the Trust's intent to terminate, and the grounds therefor. Termination shall occur if any Event of Default remains fully or partially uncured thirty (30) days after the Trust has provided Recipient with the written notice of intent to terminate. The Trust shall have no further obligation to Recipient after termination.

5.3 Notwithstanding anything to the contrary in this Agreement, the Trust may terminate this Agreement without penalty by giving thirty (30) days' notice to Recipient in the event that funds are de-appropriated or not allocated (whether for a specific project or program or for the Trust generally), the state government reduces or eliminates Program Incentive funding, the Trust's authorization to operate or administer the Agreement or the program or project is withdrawn or curtailed, there is a material change in legislation affecting the Trust's duties or operations, or for any other reason that the Trust determines is in the best interest of the State.

5.4 The Trust reserves all rights and remedies available at law or in equity in the event of a breach of this Agreement by Recipient including, without limitation, recovery of all Incentive Award funds disbursed under this Agreement. The various rights, remedies, options and elections of the Trust in this Agreement are cumulative and not exclusive of any other right, remedy, or power allowed or available at law or in equity. The Trust reserves the right to assess liquidated damages to ensure performance under this Agreement. Any such liquidated damages will be specified in Rider B, Payment Schedule and Project Milestones.

6. MISCELLANEOUS PROVISIONS.

6.1 This Agreement shall be governed in all respects by the laws, statutes, and regulations of the State of Maine. Any legal proceeding instituted by the Trust or Recipient regarding this Agreement shall be brought in State of Maine administrative or judicial forums.

6.2 All terms of this Agreement are to be interpreted in such a way as to be consistent at all times with the other terms of this Agreement to the extent possible. The invalidity or unenforceability of any particular provision or part thereof of this Agreement shall not affect the remainder of said provision or any other provisions, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision or part thereof had been omitted.

6.3 This Agreement, along with the Riders and other provisions expressly incorporated herein, contains the entire Agreement of the Parties, and neither party shall be bound by any statement or representation not contained herein or in a written amendment or change order signed by the Trust. No waiver shall be deemed to have been made by any of the Parties unless expressed in writing and signed by the waiving party. The Parties expressly agree that they shall not assert in any action relating to the Agreement that any implied waiver occurred between the Parties which is not expressed in writing. The failure of any Party to insist in any one or more instances upon strict performance of any of the terms or provisions of the Agreement, or to exercise an option or election under the Agreement, shall not be construed as a waiver or relinquishment for the future of such terms, provisions, option or election, but the same shall continue in full force and effect, and no waiver by any Party of any one or more of its rights or remedies under the Agreement shall be deemed to be a waiver of any prior or subsequent rights or remedy under the Agreement or at law.

6.4 The following Riders are attached to and made part of this Agreement:

- Rider A – Statement of Work, Specifications and Project Description
- Rider B – Payment Schedule and Project Milestones
- Rider C – General Terms and Conditions

6.5 All progress reports, correspondence and related submissions from the Recipient shall be submitted to:

Name: Ian Burnes
 Title: Business Program Manager
 Efficiency Maine Trust
 Address: 151 Capitol Street Suite 1
 Augusta, ME 04330-6262
 Telephone: (207) 213 4149

This individual is designated as the Agreement Administrator on behalf of the Trust for this Agreement, except where specified otherwise in this Agreement or as replaced by the Executive Director of the Trust. The Agreement Administrator shall be the Trust's representative during the Term of this Agreement. He/she has authority to curtail services if necessary to ensure proper execution and compliance. He/she shall certify to the Trust when payments under the Agreement are due and the amounts to be paid. He/she shall make decisions on all claims of the Recipient, subject to the approval of the Executive Director of the Trust.

6.7. All notices under the Agreement shall be deemed to have been duly given and delivered: (i) upon delivery, if delivered by hand, (ii) three (3) business days following posting, if sent by registered or certified mail, return receipt requested, or (iii) one (1) business day after dispatch if sent overnight or next day delivery by national courier service, such as FedEx or UPS, with tracking receipt.

IN WITNESS WHEREOF, the Trust and Recipient, by their authorized representatives, have executed this Agreement in Three original copies.

Notwithstanding anything to the contrary herein, this Agreement shall not be binding on the Trust until approved by the Executive Director of the Trust.

EFFICIENCY MAINE TRUST

By: _____
 Michael Stoddard, Executive Director
 Date: _____



By: _____
 Name and Title, Recipient Representative
 Date: _____

RIDER A

STATEMENT OF WORK, SPECIFICATIONS AND PROJECT DESCRIPTION

RIDER B

PAYMENT SCHEDULE AND PROJECT MILESTONES

Contract Number:

Incentive Agreement Total

INVOICES AND PAYMENTS.

The Trust will disburse the Incentive Award to Recipient as follows:

- X
- X
- X
- X
- X

Invoices must contain sufficient detail to allow proper cost allocation. Invoices must reference the contract number and be accompanied by proof of payment to vendors and a summary of the invoices associated with those payments.

Payments are subject to the Recipient's compliance with all terms set forth in this Agreement and subject to the availability of funds. No invoice will be processed for payment until approved by the Agreement Administrator. The Trust will process approved payments within 30 days. The Trust is not responsible for any direct payments to Recipient's subcontractors or vendors.

All payments are subject to reimbursement by Recipient in the event of a breach of the Agreement.

RIDER CGENERAL TERMS AND CONDITIONS

1. INDEPENDENT CAPACITY. In the performance of this Agreement, the Parties hereto acknowledge that Recipient, and any subcontractors, agents and employees of Recipient, are independent of the Trust and the State, and are not employees, representatives or agents of the Trust or the State. Recipient has no authority to represent or bind the Trust in any manner. Recipient shall be solely responsible for all taxes resulting from the payments made under the Agreement and shall be solely responsible for all tax withholding and reporting obligations relating to any payments made through, under, or in connection with this Agreement. Recipient shall be solely responsible for the payment of wages and benefits to its employees and the payment of contract and service fees to its subcontractors. Recipient shall be responsible for the performance and conduct of its subcontractors, agents, and employees in connection with the Project.
2. SUBCONTRACTING AND ASSIGNMENT. Recipient shall not assign or otherwise transfer or dispose of its rights, interest, duties or obligations under this Agreement without the prior express written consent of the Trust.
3. EQUAL EMPLOYMENT OPPORTUNITY; NON-DISCRIMINATION. During the performance of this Agreement, Recipient shall abide by all applicable federal, state, and local equal employment opportunity and nondiscrimination statutes, regulations, and orders including, without limitation, the Maine Human Rights Act and the Federal Civil Rights Act. To the extent applicable, the provisions of 5 MRSA §784 are incorporated herein by reference. The Trust may withhold payments to any Recipient found to be in violation of the Maine Human Rights Act or the Federal Civil Rights Act.
4. EMPLOYMENT AND PERSONNEL; STATE EMPLOYEES NOT TO BENEFIT. Recipient shall not engage any person in the employ of the Trust or any State department or agency in a position that would constitute a violation of 5 MRSA § 18-A (Conflicts of Interest in Contracts with State) or 17 MRSA § 3104 (Conflicts of Interest in State Purchases). No individual employed by the Trust or the State at the time this Agreement is executed or any time thereafter during the Term of this Agreement shall be admitted to any share or part of this Agreement or to any benefit that might arise therefore that would constitute a violation of 5 MRSA § 18-A or 17 MRSA § 3104. Recipient shall not engage on a full-time, part-time or other basis during the Term of this Agreement any other personnel who are or have been at any time during the Term of this Agreement in the employ of the Trust or any State department or agency, except regularly retired employees, without the written consent of the Executive Director of the Trust. Recipient shall not engage on this Project on a full-time, part-time or other basis during the Term of this Agreement any retired employee of the Trust who has not been retired for at least one year, without the written consent of the Executive Director of the Trust.
5. NO SOLICITATION WARRANTY. Recipient warrants that it has not employed or contracted with any company or person, other than for assistance with the normal study and preparation of a proposal, to solicit or secure this Agreement and that it has not paid, or agreed to pay, any company or person, other than a bona fide employee working solely for Recipient, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon, or resulting from the this Agreement. For breach or violation of this warranty, the Trust shall have the right to annul this Agreement without liability or, in its discretion to otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.
6. LOBBYING. No State-appropriated funds shall be expended by the Recipient for influencing, or attempting to influence, an officer or employee of any agency, a member of the State Legislature, an officer or employee of the State Legislature, or an employee of a member of the State Legislature, in connection with the awarding of any agreement, the making of any grant or award, the entering into any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any agreement, grant, award, or cooperative agreement.
7. RECORD RETENTION AND INSPECTION. Recipient shall make and retain all Project records (including financial records, progress reports, service, equipment, and material orders, invoices, evidence of payment, and payment requests) for a minimum of three (3) years following the expiration or termination of this Agreement. Recipient shall permit the Trust or any authorized representative of the State of Maine, (a) to examine such records; (b) to interview any officer or employee of Recipient or any of its subcontractors regarding the work

performed under this Agreement, and (c) evaluate Project management control systems and procedures. Recipient shall furnish copies of all such records upon request.

8. ACCESS TO PUBLIC RECORDS. As a condition of accepting any public funds under this Agreement, Recipient hereby acknowledges and agrees that documents and information relating to the Incentive Award and this Agreement, other than information designated confidential by statute, may be treated as public records under the freedom of access laws. The Trust requires transparency of how funds are managed, awarded, and spent. Accordingly, subject to the foregoing limitation on designated confidential information, Recipient agrees to permit disclosure of information about how Incentive Awards and Program funds were awarded and spent.
9. GOVERNMENTAL REQUIREMENTS; COMPLIANCE WITH LAW. Recipient warrants and represents that it will comply with all governmental laws, rules, regulations and ordinances in the performance of this Agreement. Recipient is responsible to obtain and maintain all permits, licenses, and other approvals as may be required under federal, state, or local laws for the performance of any work or services under this Agreement.
10. INDEMNIFICATION. Recipient agrees to indemnify, defend and save harmless the Trust and its officers, directors, trustees, agents and employees from and against any and all claims, costs, fees, expenses (including attorney fees and legal expenses), injuries, liabilities, losses and damages of every kind and description (hereinafter in this paragraph referred to as "Claims") resulting from or arising out of the performance of this Agreement or the Project by Recipient, its employees, agents, or subcontractors. Claims to which this indemnification applies include, without limitation, the following: (i) Claims suffered or incurred by any contractor, subcontractor, materialman, laborer and any other person, firm, corporation or other legal entity providing work, services, materials, equipment or supplies in connection with the performance of this Agreement or the Project; (ii) Claims of personal injury or property damage suffered or incurred by any person who may be otherwise injured or damaged arising or resulting from the performance of this Agreement or the Project, including Recipient's employees and agents; and (iii) all legal costs and other expenses of defense against any asserted Claims to which this indemnification applies. Recipient's indemnity obligations apply without regard to any immunity that might otherwise be accorded under the workers' compensation laws. This indemnification does not extend to a claim that results solely and directly from (i) the Trust's gross negligence or unlawful act, or (ii) action by the Recipient taken in reasonable reliance upon an instruction or direction given in writing by an authorized person acting on behalf of the Trust in accordance with this Agreement.
11. NOTICE OF CLAIMS. Recipient shall give the Agreement Administrator immediate notice in writing of any legal action or suit filed related in any way to the Agreement or which may affect the performance of the Project, and prompt notice of any claim made against the Recipient by any vendor or subcontractor which may result in litigation related in any way to the Agreement or which may affect the performance of duties under the Agreement. Recipient shall indemnify and hold the Trust harmless from and against any such Claims.
12. APPROVAL. This Agreement must have the approval of the Executive Director of the Trust before it can be considered a valid, enforceable document.
13. LIABILITY INSURANCE. Recipient shall keep in force a commercial general liability insurance policy issued by a company fully licensed to do business in the State of Maine, which policy includes the activity to be covered by this Agreement with adequate liability coverage to protect itself and the Trust from suits. Prior to or upon execution of this Agreement, Recipient shall furnish the Trust with a certificate of insurance or other written verification of the existence of such liability insurance policy. Recipient shall maintain workers' compensation insurance coverage as required under Maine law.
14. NON-APPROPRIATION. Notwithstanding any other provision of this Agreement, if the Trust does not receive sufficient appropriations to fund this Agreement, if funds are de-appropriated, if designated funds are depleted, or if the Trust does not receive legal authority to expend funds from the Maine State Legislature or Maine courts, or if there is a restriction on use or disbursement of state or federal funds allocated to this Agreement, then the Trust is not obligated to make payment under this Agreement.
15. FORCE MAJEURE. The Trust may, at its discretion, excuse the performance of an obligation by the Recipient in the event that performance of that obligation by the Recipient is prevented by an act of God, act of war, riot, fire, explosion, flood or other catastrophe, sabotage, severe shortage of fuel, power or raw materials, change in law,

court order, national defense requirement, or strike or labor dispute, provided that any such event and the delay caused thereby is beyond the control of, and could not reasonably be avoided by the Recipient. The Trust may, at its discretion, extend the time period for performance of the obligation excused under this section by the period of the excused delay together with a reasonable period to reinstate compliance with the terms of this Agreement.

16. SET-OFF RIGHTS. Without limiting any other right or remedy, the Trust shall have all common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the Trust's option to withhold for the purposes of set-off any monies due to Recipient under this Agreement up to any amounts due and owing to the Trust with regard to this Agreement or any other Agreement between Recipient and the Trust.
17. NO THIRD-PARTY BENEFICIARIES. There are no express or intended third-party beneficiaries. No person or entity that is not a party to this Agreement may assert any right or make any claim under this Agreement. In no event shall the Trust be liable to Recipient or any person or entity claiming through Recipient for indirect, incidental, or consequential damages of any kind.
18. EFFICIENCY MAINE LOGO; PUBLIC DISCLOSURE. Recipient may use the Efficiency Maine logo in connection with the Project upon the written consent of the Trust. Any such use must be in strict accordance with the Trust's design, image, and placement standards. The Trust reserves the right to require Recipient to publicly acknowledge the Trust's funding and participation in the Project.
19. DATA IN SUPPORT OF ENERGY SAVINGS AND EMISSIONS REDUCTIONS. The Trust may request utility bill data from Recipient to track program energy saving and greenhouse gas emission reduction impacts. If requested, Recipient agrees to complete an authorization form to grant the Trust permission to receive and exchange this data with the Recipient's energy utility company. Recipient agrees to allow the Trust or its agents access to facilities and records to collect data needed to measure and verify electricity savings and fuel reductions (this may include but is not limited to utility bills, metering data, facility equipment surveys, information on operational practices, and site occupancy levels). Recipient agrees to provide the Trust or its agents associated data from a period prior to the start of the Project as necessary to establish baseline energy and/or fuel use.
20. INFORMATION IN SUPPORT OF THE PROGRAM. The Trust is required to report on use of funds provided through the award and the performance of energy efficiency and conservation programs and projects. Information from these reports may be made available to the public. Recipient agrees to cooperate with the Trust on such reporting and shall provide information related to the award, this Agreement, the Project, and any related agreement as requested or required by the Trust to meet its obligation to provide accurate, complete, and timely information to the public, to meet the Program reporting requirements, and/or to comply with state or federal law or regulation. Recipient may be required to submit backup documentation for expenditures of funds under the Program.
21. SITE VISITS. The Trust, and its authorized representatives, has the right to make site visits at reasonable times to review Project accomplishments and management control systems. Recipient must provide, and must require any subcontractors to provide, reasonable access to facilities, office space, resources, and assistance for the safety and convenience of the Trust representatives to perform their duties. All site visits will be performed in a manner that does not unduly interfere with or delay the work or operations of Recipient or its subcontractors.
22. MEASUREMENT AND VERIFICATION. Recipient shall work in good faith with the Trust to develop a measurement and verification plan designed to assess the efficiency measures, reduction in greenhouse gas production, and reduction in consumption of electricity achieved by the Project. Recipient shall conduct and cooperate in such auditing and reporting as may be necessary to assess performance of the Project and to provide information as may be necessary or useful for the Program.
23. FORWARD CAPACITY REVENUE. It is understood that the Project is intended to achieve certain efficiencies and reductions in electricity consumption and that such efficiencies and reductions may result in the generation of forward capacity payments or revenues. Unless otherwise expressly agreed in writing by the Trust, the value of all such forward capacity payments or revenues generated by the Project shall be retained by the Trust for the expected lifetime of the measures described in Rider A.

24. VENDOR OR CONTRACTOR SELECTION. Recipient may select any vendor or contractor to provide the equipment and perform the work contemplated by this Agreement. The Trust, however, reserves the right to prohibit specific vendors or contractors from Program participation.
25. REMOVAL OF EXISTING EQUIPMENT. Recipient agrees, as a condition of participation in the Program, to remove and dispose of the equipment being replaced by the efficiency measures installed or implemented under this Agreement in accordance with all laws, rules, and regulations. Recipient agrees not to reinstall any of this equipment anywhere in the State of Maine, or transfer it to any other party for installation in the State of Maine.
26. MEASURE LIFE. By accepting an Incentive Award, Recipient hereby agrees that it will not alter, modify or discontinue use of the installed efficiency measures without prior written approval from the Trust and that efficiency measures funded by the Trust will be used for their rated useful life.
27. STATE-FUNDED PROJECT; ENFORCEABILITY. Recipient understands that funding for this Project is from designated State funds. Recipient agrees to abide by all reporting and operational requirements governing the use of such funds. If Recipient or one of its subcontractors fails to comply with these Terms and Conditions and all applicable federal and state requirements governing the use of State funds, the Trust may take appropriate action, including but not limited to withholding or suspension, in whole or in part, of funds awarded under the Program, or recovery of misspent funds following an audit. This provision is in addition to all other remedies available to the Trust under all applicable state and federal laws. The Trust has the right to cancel or terminate the Agreement if Recipient or its subcontractors fails to comply with the operational or reporting requirements contained herein.
28. ADDITIONAL CONTRACTING REQUIREMENTS. All requirements, restrictions and obligations regarding the use of State funds and Incentive Awards are deemed incorporated in this Agreement to the extent necessary to ensure compliance with applicable law. Any alterations, additions, or deletions to the terms of the Agreement that are required by changes in law or regulation governing the use of State funds or Incentive Awards are automatically incorporated in the Agreement without the necessity of a formal written amendment. Recipient agrees to comply with all such requirements, restrictions and obligations and shall cause its subcontractors to comply with all such requirements, restrictions and obligations. The Trust will endeavor to provide reasonable notice to Recipient of such changes.