

**Maine Technology Institute (MTI)
Electric Grid Upgrades Program (EGUP)
Grant Program Agreement**

The State of Maine has designated MTI as the administrator of federal funds providing one-time grant funding to support electricity grid upgrades that will support economic recovery for new, struggling or growing businesses with a focus on rural economic development projects, including areas that have been hardest hit by COVID-19 economic effects and enabling heritage industry projects in food processing, forestry and other manufacturing projects.

MTI, in reliance upon the Applicant's representations contained in the Application and in this document, may award a Grant ("Grant") to the individual or corporation who signs this agreement ("Applicant").

APPLICANT REPRESENTATIONS AND WARRANTIES

Authority. Applicant represents that it is authorized to make these representations on behalf of the entity.

Application Accurate. Applicant represents that all information provided in its Application was accurate and complete as of the date of submission to MTI. These representations include, but are not limited to, the representation that Applicant meets the eligibility criteria for this Grant.

Grant Fund Expenditures. Applicant represents and warrants that it will expend the Grant funds only as described in its Application. Applicant further represents and warrants that if a change in use of funds is needed, Applicant will obtain the prior written consent of MTI before making such inconsistent expenditures. Applicant agrees and acknowledges that MTI may require Applicant to reimburse MTI for grant funds not used for the intended purpose by Applicant.

Future Reporting. Applicant represents and warrants that in the event additional information is needed to comply with any future applicable state or federal program reporting requirements, that Applicant will comply with those requirements by making a timely submission of any reasonable additional data/information that may be needed.

Federal Funds. Applicant acknowledges that they are applying for and may receive federal American Rescue Plan Act (ARPA) funds administered through the State of Maine. Applicant represents and warrants that Applicant has not applied for or benefitted from other federal, state, or local funds that would *fully* cover the costs of the proposed Application project without the assistance in this Grant Agreement. Applicant authorizes the State of Maine, and the Federal Government to verify the information contained in Applicant's Application and this Agreement.

Insurance. Applicant has not submitted an insurance claim for reimbursement and has not received insurance claim payments or settlement payments for any of the expenses included in applicant's Application Project.

Pending or Threatened Proceedings. To the knowledge of the Applicant, there are no notices, actions, suits, or proceedings, either pending or threatened, against or affecting the Applicant by any court or administrative officer or agency which (i) involve an alleged violation by Applicant of State of Maine or federal law; (ii) allege a debt or other obligation owed by Applicant to the State of Maine or the Federal Government; or (iii) might result in any material adverse change in the business or financial condition of the Applicant.

Bankruptcy. The Applicant represents that it is not a party to any voluntary or involuntary bankruptcy or insolvency proceedings in bankruptcy, has not made a general assignment for the benefit of creditors, and has not filed any liquidation or dissolution proceedings.

Contract Debarment or Suspension. The Applicant certifies to the best of its knowledge and belief that it and its principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal or State of Maine department or agency;
- b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction, violation of Federal or State anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1.b of this Certification; and
- d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

Operations. The Applicant is a going business concern and has not permanently ceased all operations.

Taxable Income. The Applicant understands that the Grant funds disbursed by MTI under this Agreement are taxable income to Applicant and subject to audit.

GRANT SUBJECT TO FUNDING AVAILABILITY

MTI grant disbursements to Applicant are conditioned upon the availability of ARPA grant funds and other federal funds disbursed to MTI, and MTI will be under no obligation to disburse any funds absent MTI receipt of adequate State and federal funding.

REIMBURSEMENT TO MTI

Applicant agrees and acknowledges that MTI may require Applicant to reimburse MTI for grant funds if Applicant violates any of the terms and conditions above. Applicant shall respond promptly to any MTI demand for reimbursement.

APPLICANT:

_____ Insert Applicant Legal Name of Business (*please make sure this name matches exactly the name on the Federal W9 form submitted with this application*)

By:_____ (Sign) Date:_____

_____ Print Name, of Authorized Signatory Representative

_____ Print Title of Signatory