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RUSH

Contract 20170333

City of Springfield Contract Tracer Document

The purpose of this document is to provide continuous responsibility for the custody of **CONTRACTS** during the processing period.

INSTRUCTIONS: Upon receipt, please initial and write in the date of receipt. When your department has approved and signed the contract, please initial and date in the forwarding section and deliver to the next department.

DEPARTMENT	DATE RECEIVED		DATE FORWARDED TO NEXT DEPT.	
	Initials	Date	Initials	Date
Community Development			KB	10/26/16
City Comptroller	MLL	10/26/16	MLL	10/26/16
Law	KTB	10/26/16	KTB	10/26/16
CAFO	YMM	10/26/16	YMM	10/26/16
Mayor	MM	10/27/16	MM	10/27/16
City Comptroller	MLL	10/27/16	MLL	10/27/16
Community Development				

Vendor No.: 8217 Contract No.: 20170333 Contract Date: Date Mayor Signs

Contract Amt.: \$2,790,099.00 Issue Date: 10/26/16 Renewal Date:

Appropriation Code1: 28921800-580800-89277
 Appropriation Code2:
 Appropriation Code3:
 Appropriation Code4:

Description of Funding Source:

Bid No.: Requisition No.: 17005541 PO No.:

Vendor Name: Baystate Health Inc

Contract Type: Clean Energy Resilience Initiative

Contract Purpose: Baystate Health Cogeneration Project

Originating Dept.: Community Development

Expiration Date: 12/31/17 Amendment Date: Extension Date:

TYPE OF DOCUMENT (Please select at least one):
 New Renewal Amendment Extension

Bill To
 COMMUNITY DEVELOPMENT
 1600 EAST COLUMBUS AVE

 SPRINGFIELD, MA
 01103

Requisition 17005541-00 FY 2017

Acct No:
 28921800-580800-89277
 Review:
 Buyer: lpl
 Status: Released

Vendor
 BAYSTATE HEALTH INC
 759 CHESTNUT ST

 SPRINGFIELD, MA 01199
 USA

Ship To
 COMMUNITY DEVELOPMENT
 1600 EAST COLUMBUS AVE

 SPRINGFIELD, MA 01103

C#20170333

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/26/16	008217				COMMUNITY DEVELOPMENT

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes			
	CONTRACT PENDING			
001	BAYSTATE HEALTH COGENERATION PROJECT	1.00	2790099.00000	2790099.00
		EACH		
1	28921800-580800-89277		2790099.00	
	Ship To			
	COMMUNITY DEVELOPMENT			
	1600 EAST COLUMBUS AVE			
	SPRINGFIELD, MA 01103			

Requisition Link

Requisition Total 2790099.00

***** General Ledger Summary Section *****

Account	Amount	Remaining Budget
28921800-580800-89277	2790099.00	.00
GEN GOV-COMM DEV	INFRASTRUCTURE	

***** Approval/Conversion Info *****

Activity	Date	Clerk	Comment
Approved	10/26/16	Cathy Buono	
Queued	10/26/16	Jennifer Whisher	
Queued	10/26/16	Heather Potito	
Queued	10/26/16	Tim Brown	
Queued	10/26/16	Melanie Acobe	
Queued	10/26/16	Christopher Fraser	

Bill To
 COMMUNITY DEVELOPMENT
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Requisition 17005541-00 FY 2017

Acct No:
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/26/16	008217				COMMUNITY DEVELOPMENT

LN Description / Account	Qty	Unit Price	Net Price
Pending			
Pending			
Pending			

Lindsay Hackett
 TJ Plante
 Lauren Stabilo

CITY CONTRACT NO. 20170333

GRANT AGREEMENT

This Grant Agreement is made this _____ day of _____, 2016, between the **CITY OF SPRINGFIELD**, a municipal corporation under the laws of the Commonwealth of Massachusetts, having its usual place of business at 36 Court Street, Springfield, Massachusetts, acting by and through its Office of Capital Asset Construction and its Office of Disaster Recovery & Compliance, with the approval of its Mayor (the "City"), and **BAYSTATE HEALTH, INC.**, a Massachusetts non-profit corporation having its usual place of business at 759 Chestnut Street, Springfield, Massachusetts, 01199, and its permitted successors or assigns ("Baystate"), which operates Baystate Medical Center, a Level 1 Trauma Center with 710-beds and 54 bassinets, and over 10,000 employees, at 759 Chestnut Street in Springfield, MA.

WHEREAS, on July 15, 2014 the City of Springfield and Baystate jointly submitted an application for funding from the Commonwealth of Massachusetts, Department of Energy Resources under the Community and Clean Energy Resiliency Initiative to ensure energy resilience at critical facilities using clean energy technology; and

WHEREAS, on or about February 2, 2016, the Department of Energy Resources (DOER) approved the expenditure of funds and awarded the City of Springfield a grant contract in the amount of \$2,790,099 to fund Baystate's development of a Combined Heat and Power (CHP) Plant on its property at 759 Chestnut Street in Springfield, which will provide electricity, chilled water and steam to Baystate Medical Center, as described in the DOER Grant Agreement with the City; and

WHEREAS, as a result of the award of the DOER grant funding, the City of Springfield has agreed to enter into this Agreement to grant \$2,790,099 to Baystate for the development of a CHP Plant;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the City and Baystate agree as follows:

1. Description of Project.

Baystate will develop a CHP Plant, which will provide electricity, chilled water and steam to Baystate Medical Center. The new CHP Plant will be composed of a new 4.6 megawatt Gas Turbine Generator (GTG), a Heat Recovery Steam Generator (HRSG) an absorption chiller, a Black Start Diesel Generator (BSDG) and a Load Management System (LMS). The new CHP Plant will produce approximately 80% of Baystate's annual energy consumption. The CHP plant will produce approximately 68% of the electricity and approximately 97% of the steam utilized at

Baystate. The plant will be located in the current loading dock area adjacent to the Physical Plant Building. The new CHP systems will be installed in the new metal building and integrated into the existing Baystate steam, condensate and electrical systems.

2. Restrictions on Use.

Baystate agrees for itself and its successors and assigns that the Project shall only be used as a facility to provide electricity, chilled water and steam to Baystate, a not for profit health care provider, to promote utility grid independence and operational savings resulting from reduction in utility expenses, and that the Project will be used in conformance with all applicable state requirements.

3. Grant.

- a) The City agrees to disburse funding not to exceed \$2,790,099 under this Agreement, pursuant to the terms and conditions of the DOER Grant Agreement with the City. Funds will be paid out on a reimbursement basis only, for actual costs incurred. The parties agree that this is a maximum amount, and the City is under no obligation to disburse funds to Baystate, unless Baystate satisfies the conditions for disbursement. Baystate acknowledges that the DOER Grant is being disbursed to the City in three (3) phases (50%, 25% and 25%), and Baystate will not request reimbursement of an amount in excess of the Grant funds received by the City as of the date of submission of the reimbursement request.
- b) In order to receive reimbursement under this Agreement Baystate will be required to submit to the City proper invoices and supporting documentation verifying payment of eligible expenses, including receipts and/or invoices, as detailed in the budget attached to this Agreement as Attachment A. In addition, disbursement of funds will be conditioned on Baystate's compliance with quarterly reporting requirements as described in this Agreement.
- c) The City will not disburse payment for any expenses incurred by Baystate prior to the execution of the DOER Grant contract with the City, which was executed on February 12, 2016.
- d) Notwithstanding anything in this Agreement to the contrary, it is expressly agreed that the obligation of the City to disburse the Grant shall be limited to the amount of DOER grant funds received by the City, and there are no other City funds appropriated for this Agreement.
- e) Subject to the terms and conditions of this Agreement, payments shall be made so long as Baystate performs its obligations under this Grant Agreement and has complied with all provisions pertaining to the submission of all financial reports and forms required under this Grant, covering the periods required by said reports and all prior periods, filed in a manner acceptable to

the City. If the City's Chief Administrative and Financial Officer, or his designated representative ("CAFO"), objects to any reports or forms furnished by Baystate to the City as a submission for the purpose of receiving the funds under this Agreement, or if, in the opinion of the CAFO, there is any failure by Baystate to perform any of its obligations under this Agreement, the City may withhold payment of any amounts which it reasonably disputes is owed to Baystate. The City shall provide to Baystate a written explanation for the withholding of payment. Baystate shall then have fourteen (14) days to implement corrective action to address the concerns of the City, unless such corrective action cannot be reasonably accomplished within fourteen (14) days, in which case Baystate shall proceed with reasonable diligence to address the concerns of the City.

4. Separate Accounts.

Baystate agrees at all times to conduct its business and affairs in such a manner that any and all ledger accounts and records pertaining to the receipt and expenditure of funds under this Agreement shall be kept separate and distinct from all ledger accounts and records of Baystate relative to any other enterprise which Baystate has engaged in, developed, or administered.

5. Reports.

(a) Quarterly Reports:

Baystate agrees to submit quarterly progress and financial reports to the City of Springfield no later than the first of the month following the conclusion of each quarter. Quarterly reports will be due to the City no later than the following dates for the duration of this Agreement:

January 1
April 1
July 1
October 1.

The quarterly reports shall include:

- (i) the progress and status of activities performed in relation to the project, including an explanation of any delays or obstacles encountered in meeting the performance schedule as well as a description of efforts to resolve delays; and
- (ii) the actual costs incurred to date by the project, breaking down all costs in such manner as DOER and/or the City may prescribe; and
- (iii) the accomplishments and leverage funds contributed to the project from the previous quarter.

Quarterly reports must be submitted to the Office of Disaster Recovery and Compliance, whether or not Baystate is requesting funds. If there has been no activity during the quarter, this must also be reported.

(b) A final report shall be submitted within 50 days after completing the project, and shall include a summary of the project, including the location and capacity. The final report must be submitted to the City's Office of Disaster Recovery and Compliance.

6. Construction Meetings.

Baystate agrees that during the duration of active construction they will hold weekly construction meetings with the design builder. Minutes of these construction meetings will be taken and provided to all interested parties, including the City. Baystate will inform the City of the dates and times of these meetings, so a City representative can attend and/or have a designee attend.

7. Monitoring Site Visits.

In addition to its reporting requirements, Baystate may be subject to one or more site visits to be made by the City during the period of this Agreement, at which time all documentation, files and other material related to this Agreement and the operation of the activities described herein shall be made available for review and inspection of the City.

8. Labor Standards and Prevailing Wages.

- a) Baystate agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of the Contract Work Hours and Safety Standards Act, the Copeland "Anti-Kickback" Act (40 U.S.C. 276a-276a-5; 40 U.S.C. 327 and 40 U.S.C. 276c) and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. Baystate agrees to include relevant clauses in all subsequent agreements with contractors and subcontractors
- b) All laborers and mechanics employed by the contractor or subcontractors pursuant to this Agreement must receive wages that are at least as high as those specified in the prevailing wage standards set forth for laborers and mechanics on projects of a character similar in their locality as determined by the United States Secretary of Labor, or Massachusetts Prevailing Wages, whichever are higher.
- c) Baystate and any subcontractor shall incorporate the standard Davis-Bacon contract clauses found in 29 CFR 5.5(a) in any contracts resulting from this contract that are in excess of \$2,000 for construction, alteration or repair (including painting and decorating).
- d) Contractors and subcontractors on projects funded or assisted shall maintain payrolls and basic records relating to payroll during the course of the project and preserve them for a period of three years thereafter for all laborers and mechanics working on the project, or as designated in the grant document. Baystate must also ensure that all laborers and mechanics on the project are paid on a weekly basis and must submit weekly certified payroll records to the City of Springfield.

9. Staffing.

Baystate agrees to procure qualified contractors and construction monitoring services associated with the completion of this project. All construction work will be procured and completed in compliance with all applicable Federal, State and City laws and regulations. If Baystate makes any changes to key personnel working on the CHP Plant project, it shall notify the City in writing and ensure that any replacement personnel are at least as qualified as the persons they are replacing. All key personnel shall be reasonably satisfactory to the City.

10. Use of Grant Proceeds.

All proceeds under this Agreement shall be used by Baystate solely for the purpose of the project described in this Agreement and for no other purpose. All funds shall be utilized in accordance with this Agreement, the application submitted to DOER, the agreement between DOER and the City, and in compliance with all applicable laws and regulations.

11. Recovery of Overpayments

At any time and from the date of this Agreement, up to seven (7) years after the expiration date of this Agreement, or until the City notifies Baystate in writing that the City has closed-out this grant, whichever period is longer, the City, if it determines after a review, evaluation or audit of the forms and statements filed pursuant to this Agreement, that Baystate failed to use the funds for the purpose of the Project, upon demand by the City, Baystate shall repay the City such amount as the City reasonably determines were inappropriately used.

12. Termination of Grant; Recovery of Payments.

- a. If any of the following events (hereinafter "Event of Default") occur during the Grant Period (as hereinafter defined), the City may, by giving written notice to Baystate, require repayment of amounts paid by the City to Baystate pursuant to this Agreement. Before giving written notice, the City shall first confer with Baystate with respect to the Event of Default. Baystate shall have fourteen (14) days, or such longer period of time as may be required by Baystate in the exercise of reasonable diligence but in no event longer than 30 days, from receipt of the written notice to cure the Event of Default.
- b. Any term, covenant or condition of this Agreement to be complied with or performed by Baystate shall not have been fully complied with and performed, or any representation or warranty made by Baystate under this Agreement shall prove to be incorrect in any material respect or shall be breached;
- c. Any representation or statement or any item of information contained (i) in Baystate's submissions as furnished to the City, in any revision, amendment or supplement to any such submission, or in any of the forms, documents or data furnished with it or (ii) in any form, document or data furnished to the City by Baystate pursuant to this Agreement, shall prove

to be materially incorrect in any respect or it shall be found that Baystate failed to state in any of the foregoing a material fact necessary in order to make the statements made, in light of the circumstances under which they were made, not materially misleading;

- d. A material adverse change occurs in the financial condition of Baystate (other than resulting from the termination or suspension of funding by the City) which, in the reasonable opinion of the City, adversely affects the ability of Baystate to complete the Project;
- e. If Baystate is unable to cure an Event of Default to the satisfaction of the City, Baystate shall make arrangements, satisfactory to the City, for the repayment of any amount which was not eligible for reimbursement or not property supported, as determined by the City and/or DOER after review and/or audit.
- f. The City's remedies under this paragraph are not exclusive and shall not be deemed to be in lieu of any rights or remedies which the City may have at law or equity for breach by Baystate of any of its covenants, agreements or obligations under this Agreement.

13. Grant Period.

The Grant Period shall commence with the execution of this Agreement and end on December 31, 2017. The project must be completed by December, 2017 per the DOER Grant Agreement with the City.

14. Project Modification:

- a. Baystate agrees, unless it obtains the consent of the City during the Grant Period, that it will not:
 - i. materially change or modify the plans and specifications for the Project,
 - ii. terminate, cancel, eliminate or reduce or diminish the scope of the Project; or
 - iii. alter the plans and specifications for the Project if such alteration would cause an increase of more than ten percent in the cost of construction of the Project.
 - iv. In the event Baystate desires to modify the Project, it shall request approval in writing from the City at least thirty (30) days in advance of the proposed modification. Any such request shall be submitted to the Office of Disaster Recovery and Compliance. The Office of Disaster Recovery & Compliance shall either approve or disapprove the request within thirty (30) days in writing it has received the request.
- b. Baystate agrees that for the duration of the Grant Period it will participate in, and fully comply with all applicable local and state grant requirements.

15. Limits of Liability; No Agency.

Baystate agrees that no liability arising out of Baystate's use or application of the Grant proceeds shall be incurred by the City. Baystate agrees that the City has no

obligations to Baystate with respect to the Grant funds described herein other than as expressly set forth in this Agreement and that the City has no obligation of any kind whatsoever to make additional or future grants to Baystate.

16. Records, Access to Records and Audit; Inspection.

The City may perform, at any time, one or more audits of the books, records and accounts of Baystate and its subsidiaries relating to this Agreement during the Grant Period and for seven (7) years thereafter. Books, records and accounts as used in this Agreement shall also include electronic and digital records, as well as punched cards when used to produce the books, records and accounts. Baystate agrees to preserve for a period of seven (7) years after the expiration of the Grant Period or until notified in writing by the City that the City, or any other agency providing funding under this Agreement, has closed out the grant which is funding this Grant Agreement, whichever period is longer. Baystate's obligation to make its records available shall include any and all checks, payrolls, invoices, contracts, vouchers, orders, worksheets, accounting documents, correspondence and other data pertaining to the Project for the Grant Period. Baystate agrees to make available to the City, all other books, records and account including computer files and other electronic or digital records. The City shall have access to all written and printed books, records and documents referred to in this paragraph during Baystate's regular business hours. Baystate's obligation to make its books, records and accounts available shall not include any documents or records that it is required by law to maintain as confidential.

The City shall have no duty or obligation to any person to make any of the inspections, audits or examinations of Baystate's operations or books and records which the City has the right to make under this Agreement or under law. Such rights are for the sole benefit of the City. Neither Baystate nor third parties shall rely on the results of the City's exercise of any neither of these rights nor upon the refusal or failure of the City to exercise any or all of the rights. In the exercise of these rights and in the performance of all other duties and covenants of this Agreement, Baystate is not the agent of the City and the City is not the agent of Baystate.

17. Required Forms and Statements.

Baystate shall furnish the City with such financial statements, reports and documents as may be requested and in such form as are acceptable to the City Comptroller and Director of Internal Audit.

18. Compliance with laws.

Baystate agrees that in performing the Project it will comply with all applicable federal, state and local laws, rules and regulations, and upon request will furnish the City with evidence of complete compliance with all such provisions.

19. Equal Employment Opportunity: Minority Business Enterprises.

During the performance of this Agreement, Baystate agrees as follows:

- a. In the performance of this Agreement, Baystate will not discriminate against any person because of race, color, religion, sex, sexual orientation, disability, family status or national origin. Baystate will take affirmative action to ensure that all persons to whom services are provided under the Agreement are treated without regard to their race, color, religion, sex, sexual orientation, disability, family status or national origin.
- b. In the event of Baystate's non-compliance with the non-discrimination clauses of this Agreement, this contract may be canceled, terminated or suspended in whole or in part, and Baystate may be declared ineligible for further City contracts.
- c. Baystate shall take affirmative action to insure that employees are treated during employment without regard to any such protected classes under State or Federal law. Such action shall include, but not be limited to the following: employment, hiring, upgrading, demotion, transfer, recruitment, recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection of training including apprenticeship.
- d. In the event of Baystate's noncompliance with any provision of this Section 19, Baystate may be declared non-responsible and therefore ineligible for future contracts or subcontracts with the City, and this Agreement may be cancelled or voided in whole or in part, and other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation.

20. Certain Covenants.

During the Grant Period, and for seven (7) years thereafter as to records, Baystate shall:

- a. Keep and maintain at its present offices (i) proper books of account with respect to the Project and record full and true entries of all its transactions in accordance with generally accepted accounting principles and practices consistently applied.
- b. Pay and discharge all of its obligations and indebtedness related to the Project, provided that any such obligation or indebtedness need not be paid if the validity thereof shall currently be contested in good faith by appropriate proceedings and if it shall have set aside on its books adequate reserves with respect to the obligations and indebtedness, except that all such obligations and indebtedness shall be paid immediately upon an adverse decision in such proceedings and the exhaustion of available appellate relief with respect to the decision.
- c. Comply with all leases, contracts and agreements relating to the Project and do all things necessary to preserve, renew and keep in full force and effect all rights and licenses necessary to continue the Project; and comply with all federal, state and local laws, rules, regulations and orders applicable to the Project.

- d. Conduct its operations as they relate to the Project in a sound, economical and efficient manner.
- e. Furnish the City with notice in writing of all actions, suits and proceedings before any arbitrator, court or governmental department, commission, board, bureau, agency or instrumentality, domestic or foreign, arising out of or relating to the Project and the expenditure of the Grant funds. This requirement shall not apply to any personal injury or property damage actions or proceedings involving a claim for compensatory or exemplary damages of less than \$5,000.00 in the aggregate, defense of which has been tendered and accepted under an insurance policy.
- f. Furnish the City, at the City's request, all written forms and documentation required by the state, federal or local law, rule or regulation for the administration of its programs related to the Project.

21. Indemnification.

Baystate assumes liability for and agrees to defend with counsel acceptable to the City, and to protect, hold harmless and indemnify the City and the City's officers, directors, employees, agents and servants from and against any and all liabilities, obligations, losses, damages, penalties, judgments, settlements, claims, actions, suits, proceedings, costs, expenses and disbursements, including legal fees and expenses, of whatever kind and nature, imposed on, incurred by or asserted against the City, or any of the City's officers, directors, employees, agents and servants, in any way relating to or arising out of any of the following or allegations or charges of any of the following: the failure of Baystate to use the Grant proceeds in conformance with law; the violation by Baystate of any of its covenants or agreements under this Agreement; any tort or other action or failure to act which shall be done in connection with the construction of the Project; any act or failure to act of any officer, director, employee or agent of Baystate; any injury to any person, loss of life, or damage to or destruction of property arising out of, or relating to the construction of the Project. The City agrees to promptly notify Baystate in writing of any claim or liability which the City believes to be covered under this paragraph. The City, without first obtaining the approval of Baystate, shall not settle or compromise any claim, suit, action or proceeding in respect of which Baystate has agreed in writing that the City is entitled to indemnification under this paragraph.

22. Independence of Baystate

Baystate agrees that none of its officers, employees, or agents, by reason of this Agreement, or the Grant, is authorized to hold themselves out or claim to be officers, employees or agents of the Baystate.

23. Non-Collusion.

Baystate warrants and represents that it has not paid and agrees not to pay any bonus, commission, fee or gratuity to any employee or official of the City for the purposes of obtaining the Grant. No officer or employee of the City shall be

admitted to any share or part of this Agreement or to any direct or indirect benefit arising from it.

24. Non-waiver.

The City shall not be deemed to have waived any right under this Agreement unless such waiver is in writing, signed by an authorized official of the City. No delay or omission in exercising any right under this Agreement shall operate as a waiver of such right or other right. All the rights and remedies of the City under this Agreement shall be cumulative and not exclusive, and may be exercised singly or concurrently. The waiver or exercise of any remedy shall not be construed as a waiver of any other remedy available under this Agreement or under general principles of law or equity.

25. Successors and Assigns.

All covenants, agreements, representations and warranties in this Agreement made by or on behalf of Baystate or the City shall bind and inure to the benefit of the respective successors of each party to this Agreement. No party shall assign this Agreement without the prior written consent of the other party.

26. Notices.

Any notice regarding this Agreement shall be deemed to be delivered when delivered in person or by mailing to the addressed party at their normal business address of record with the City as follows:

Mayor Domenic J. Sarno
City of Springfield
36 Court Street
Springfield, MA 01103
Tel: (413) 787-6100

With a copy to:

Director
City of Springfield
Office of Disaster Recovery and Resiliency
36 Court Street, 4th Floor
Springfield, MA 01103

With a copy to:

Edward Pikula, City Solicitor
City of Springfield
36 Court St., Room 210
Springfield, MA 01103
Tel: (413) 787-6085

TO BAYSTATE:

Baystate Health
759 Chestnut Street
Springfield, Massachusetts 01199

With a copy to:

Jo-Ann Davis
Senior Vice President and Chief General Counsel
Baystate Health
280 Chestnut Street
Springfield, MA 01199

27. Governing Law-Choice of Forum

This Agreement shall be governed by the laws of the Commonwealth of Massachusetts unless otherwise specified. Any action, whether at law or equity, shall be brought only in the Superior Court of Hampden County, or the United States District Court for the District of Massachusetts sitting in Springfield.

28. Assignment.

Baystate agrees that this Agreement shall not be assigned or transferred without the written consent of the City and that any successor to Baystate's rights under this Agreement will be required to accede to all of the terms, conditions and requirements of this Agreement as a condition precedent to succession.

29. Amendment.

The Parties agree that no change or modification to this Agreement shall be of any force or effect unless the amendment is dated and is reduced to a writing executed by all parties to this Agreement. No costs or obligations shall be incurred in consequence of any amendment to this Agreement unless and until such a written amendment has been executed.

30. Severability.

The Parties agree that if any provision of this Agreement shall be held invalid for any reason whatsoever, the remaining provisions shall not be affected thereby if the remaining provisions could then continue to conform to the intent of this Agreement, terms and requirements of applicable law.

31. Titles and Precedent.

The Parties agree that the titles of the Sections of this Agreement are inserted for convenience or identification only and shall not be considered for any other purpose.

32. Liability Insurance; Bonds

- a. Baystate shall require its design builder to obtain and maintain Comprehensive General Liability Insurance in the amount of at least \$1,000,000, worker's compensation insurance as required by law, and Comprehensive Automobile Liability Insurance, including coverage for hired and non-owned vehicles, if any, in an amount of at least \$300,000 per occurrence covering personal injury, bodily injury, and property damage. The City shall be named as an additional insured on the design builder's policies. Baystate shall provide the City with copies of all required policies as such certificates become available.
- b. Baystate shall require its design builder to execute and deliver to Baystate payment and performance bonds in an amount equal to or exceeding the amount of the grant provided under this Agreement. The City shall be named as an additional obligee under such bonds. Baystate shall provide the City with copies of such bonds as they become available.
- c. Baystate shall maintain its usual property and liability insurance.

33. Entire Agreement.

The parties agree that this Agreement together with any Exhibits attached to and made a part of it, constitute the entire Agreement between the parties pertaining to the subject matter, that there are no agreements or understandings, implied or expressed, except as set forth specifically herein and that all prior and contemporaneous agreements and understandings, in this connection, are merged into and contained in this Agreement. No covenant or condition not expressed in this Agreement shall affect or be effective to interpret, change or restrict this Agreement.

34. Debarment:

Baystate certifies that it shall not contract with any contractors or subcontractor who are currently debarred or suspended by the federal or state government under any law or regulation.

35. Compliance with Laws

Baystate agrees throughout the term of this Agreement, and for its successors and or assigns, at Baystate's sole cost and expense, promptly to comply with, and cause the project and the project location to be maintained in conformity with, and not in violation of all applicable laws and the orders, rules, regulations and requirements of the federal, state and city governments and offices thereof, and the orders, rules, regulations and requirements of the water, sewer (including the Springfield Water and Sewer Commission), electrical or other inspection departments with jurisdiction in the City of Springfield, the Department of Environmental Protection and the Environmental Protection Agency whether such laws, ordinances, orders, rules, regulations and requirements are foreseen or unforeseen, ordinary or extraordinary, and whether or not the same require structural repairs or alterations. Baystate will, likewise, observe and comply with

the requirements of all policies of public liability, fire and other policies of insurance at any time in force with reference to the project and project location (or improvements thereon). Without limiting the generality of other provisions of this Agreement, Baystate shall indemnify, hold harmless and defend the City from any loss, cost, liability or expense which may be incurred by such non-compliance.

36. Conflict of Interest

- a. No member, official or employee of the City shall have any personal interest, direct or indirect, in this Agreement or Baystate, nor shall any such member, official or employee participate in any decision relating to this Agreement which affects his personal interest or the interests of any corporation, partnership, or association in which he is, directly or indirectly, interested. No member, official or employee of the City shall be personally liable to Baystate or any successor in interest in the event of any default or breach by the City or for any amount which may become due to Baystate or to its successors or on any obligations under the terms of this Agreement.
- b. After the date hereinabove first written, Baystate shall not, without a prior finding by the City that such action is consistent with the public interest, employ in connection with its obligations under this Agreement, any person who has participated in the planning or execution of the Project and who is named on any list which may be furnished by the City to Baystate as having so participated, or permit any such person to directly or indirectly acquire an interest (except an interest based upon the ownership of its capital stock if such stock is publicly held or offered) in Baystate or in the Property prior to the completion of the improvements thereon in accordance with this Agreement and the plans and specifications.
- c. Baystate covenants that it has not employed or retained any company or person (other than a full-time bona-fide employee working for Baystate) to solicit this Agreement, and that it has not paid or agreed to pay any company or person any percentage, or brokerage fee, contingent upon or resulting from the execution of this Agreement.

[Remainder of this page is intentionally blank]

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals as of the date the same is executed by all parties, on the latest date noted below.

BAYSTATE HEALTH, INC.

By: *[Signature]*

Its: *Scott M. Dan* Director of Facilities

CITY OF SPRINGFIELD

By: *[Signature]*

Peter Garvey
Director of Capital Asset Construction

lll 28921800-580800-89277 \$2,790,099.00

Approved as to Appropriation:
[Signature] 10/26/16
City Comptroller

Approved as to Form:
[Signature]
Deputy City Solicitor 10/26/16

Reviewed:
[Signature]
Chief Administrative and Financial Officer

APPROVED:
[Signature]
DOMENIC J. SARNO
MAYOR
Signed this *26th* day of *OCT*, 20*16*

ATTACHMENT A: BUDGET
ATTACHMENT B: PROJECT IMPLEMENTATION FORM

ATTACHMENT A – BUDGET

Engineering	\$258,390
Permitting Fees	\$25,500
Developer Fees	\$143,687
Feasibility Study Fees	\$68,000
Generation Equipment	\$1,058,250
Labor Costs	\$747,533
Utility Interconnection Costs	\$161,500
Routine Maintenance and Consumables	\$14,450
Legal and Insurance	\$28,397
Testing and Commissioning Activities	\$140,706
Administrative Costs and Overhead	\$143,687
TOTAL:	\$2,790,099

Community Clean Energy Resiliency Initiative



PON-ENE-2014-036

PROJECT IMPLEMENTATION APPLICATION FORM

Name of Applicant:	Baystate Health
Title of Proposed Project:	Baystate Health Cogeneration Project

Please fill in this form unless indicated to attach documents separately. All the questions must be answered. DOER requests brevity in your responses, but the spaces expand to allow for complete responses. If a question is not applicable to your particular proposal, please indicate "N/A". Do not leave the questions blank.

The Community Clean Energy Resiliency Initiative has both a technical assistance and project implementation component. Please indicate with an 'X' in the space that you have read and understood the solicitations for both of these (PON-ENE-2014-035 and PON-ENE-2014-036), and have elected to move forward with the most appropriate application type for your situation.

General Information

1. Applicant Information
Name of Applicant: Baystate Health
Lead Applicant Entity (name of municipality, RPA, etc):
City of Springfield
Affiliated Applicant Entities (name of partnering municipalities or private entities, if applicable):
Title of Applicant: Sean Gouvin, Director, Facilities Planning and Engineering Operations
Applicant Mailing Address: 759 Chestnut Street, Springfield MA, 01199

Applicant Phone Number(s): 413-794-3260
 Applicant Email Address: Sean.Gouvin@baystatehealth.org

2. Authorized Representative: Please state the name and title of the representative who, if the contract is awarded, would be legally authorized to sign the contract. *Applications which are not signed by a legally authorized individual shall not be accepted.*

Legal name: *Patrick Sullivan* Director of Public Buildings

Title: *Director of Public Buildings*

Authorized Representative Phone Number(s): *413-787-6444*

Authorized Representative Email Address: *psullivan@springfieldcityhall.com*

Signature: *[Handwritten Signature]* Date: *7/14/14*

Municipality Information

3. Population (based on 2012 US Census data found here) of applying municipality(ies) (for projects beyond one municipality please itemize and then sum the populations within the group of municipalities of region and provide an explanation of how number was reached).

DOR Code	Municipality	County	FY	2009 US Census	2008 DOR Income	DOR Income Per Capita	2010 EQV	EQV Per Capita
281	Springfield	Hampden	FY 2012	155,575	2,063,146,000	13,261	7,856,633,600	50,501
281	Springfield	Hampden	FY 2013	153,606	1,968,503,00	12,861	7,856,633,600	51,530

4. Name of municipality(ies) served by the project (municipality, group of municipalities or region).
 Springfield

General Project Information

5. Title of the proposed project : Baystate Health Cogeneration Project

6. Brief project description (300 words maximum).
 The City of Springfield in partnership with Baystate Health, located at 759 Chestnut Street, Springfield MA is currently in design development of a Combined Heat and Power Plant (CHP) which will provide electricity, chilled water and steam to Baystate Health. The new CHP plant is a composed of a new 4.6 megawatt Gas Turbine Generator (GTG), a Heat Recovery Steam Generator (HRSG), an absorption chiller, a Black Start Diesel Generator (BSDG) and a Load Management System (LMS). The benefits to the City of Springfield and Baystate Health include financial, environmental, utility grid independence and operational savings that can be diverted to fund the treatment of patients.

<p>The new CHP plant will produce 80% of Baystate Health's annual energy consumption. The CHP plant will produce 68% of the electricity and 97% of the steam utilized at Baystate. Baystate Health is an ideal candidate to install a CHP plant due to high thermal power coincidence due to its consistent operating hours. The new plant will be located in the current loading dock area adjacent to the Physical Plant Building and will provide flexible technology that could be used to provide electricity, heating and cooling.</p> <p>The City of Springfield and Baystate Health have been industry leaders in energy resiliency initiatives over the last several years. Baystate Health was recognized by New England Energy Efficiency Partnership (NEEP) in 2013 for its comprehensive work in energy-resiliency efforts. The City of Springfield and Baystate Health have executed hundreds of energy reduction projects including lighting retrofits, building automated control upgrades, boiler replacements, chiller replacements, installation of setbacks at off-site buildings, etc. Over the last three years Baystate Health has reduced over 3000 metric tons of greenhouse gases, reduced by 3,000,000 kwh and 1,000,000 decatherms.</p> <p>A new CHP plant will enable Baystate Health to fulfill its mission of "improving the health of the people in our communities every day with quality and compassion".</p>	<p>7. Purpose and Need for the Proposed Project (300 words maximum). Please describe the purpose of the application, the vulnerabilities addressed by it, and anticipated event duration to be addressed. Identify community needs supported by the project (high-need populations, high risk of flooding, high incidence of storms, high population density, etc.).</p> <p>Baystate Health and our 10,000 employees touch well over a million lives a year fulfilling our mission. We maintain the area's only Level 1 Trauma Center to care for the most seriously ill and injured patients. For over 130 years Baystate Health has operated as a nonprofit health care provider and has been a keystone in the western Massachusetts community.</p> <p>There are several risk factors that are very concerning to City of Springfield and Baystate Health as we look towards the future including the existing power plant at Baystate Health is over 40 years old, interruption of utility services during a man-made or environmental disasters and the existing utility system infrastructure is designed to keep Baystate Health operational for 96-hours after a disaster. Baystate Health has 710 licensed inpatient beds and after 96-hours, the only Level 1 Trauma Center in Western Massachusetts would need to begin evacuation planning effectively reducing comprehensive surgical care to trauma patients 24/7, including orthopedic surgery, neurosurgery, radiology emergency services, internal medicine and anesthesiology. Level 1 Trauma Centers increase the chance of survival for a seriously injured patient by 20-25%. In addition to a Level 1 Trauma Center the Emergency Department at Baystate is one of the busiest emergency departments in New England seeing over 114,000 patients per year including (3) dedicated Trauma Rooms and the regions only Pediatric ED.</p> <p>Over the last three years, the City of Springfield and Baystate Health have been affected by tornados, damaging winter storms and several power outages. All of these disasters impact our critical life safety systems and directly threaten the care we provide to our community. The installation of new CHP plant will provide energy resilience during a natural or man-made disaster. The cogeneration of steam and electricity on site at Baystate Health will extend our resiliency during a utility crisis from 96- hours to more than 30 days. Utility Grid independence will provide for fixed utility budgets and allow Baystate to focus on delivery care to our community.</p>
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Critical Facility(ies) Building Information

8. Specify building information as listed and is applicable below. If more than 3 facilities are being considered attach information separately.

Facility Information	Facility 1	Facility 2	Facility 3
Facility name	Baystate Health		
Facility Address	759 Chestnut Street		
Facility function (on a daily basis)	Baystate Health, in Springfield, Massachusetts, is an academic, research and teaching hospital that serves as the western campus of Tufts University School of Medicine. Baystate Health is a 710-bed facility with 57 bassinets. It is the only Level 1 Trauma Center in Western Massachusetts, treating the most critical and urgent cases in the region. Baystate is home to the second busiest Emergency Department in Massachusetts.		
Approximate age of facility	Main - 1889 Chapin - 1909 Springfield Building - 1915 East - 1956 North Building - 1970 Wesson Building - 1990 Chestnut Building - 1992 Day Building - 1986 Davis Building - 2012		
Critical services provided by the facility during an emergency	Emergency Services, Trauma, orthopedic surgery, neurosurgery, radiology, internal medicine, anesthesiology and other hospital functions.		

Approximate number of people served by the facility on a daily basis	Greater than 1,000		
Approximate number of people served by the facility during an emergency	Greater than 5,000		
Briefly describe utility outage history (causes, frequency, duration, time of year, etc.)	<p>1/8/14 – lost power to 360 Plainfield Street, duration 1h 40 minutes, cause was cable fault from utility</p> <p>9/11/13 – Main Campus, contractor grounded a 277 volt circuit, which tripped the main breaker; building was on generator power for 30 minutes.</p> <p>5/29/13 – Daly OR #5, loose connection in receptacle caused a short which shut the room down for 1 hour and 30 minutes.</p> <p>1/11/13 – Main feed 21S8 from WMECo to the main campus failed, resulting in a loss of power for 2 hours and 45 minutes, building was on generator power for this duration.</p> <p>1/2/13 – 3601 Main Street, A phase to phase short at the utility transformer caused the power to be lost to the building for 5 days, 1 hour and 30 minutes. During this outage the building was on generator power.</p>		

		<p>12/13/12 – Pratt Street House, total loss of power for 1 hour due to WMECo cable fault.</p> <p>10/18/12 – 3350 Main Street, contractors working in the building shorted out a lighting circuit which tripped the main breaker. This work was done during unoccupied times. Loss of power for 1 hour.</p> <p>08/7/12 – Main Campus, WMECo fault causing power loss to main campus for 1 hour and 45 minutes, during outage buildings were on generator power.</p> <p>4/10/12 – Daly Building, main breaker was tripped by a contractor causing a power outage to the Daly Building for 1 hour, building was on generator power.</p> <p>3/20/12 – Main Campus, main breaker tripped from an overload causing a power failure for 1 hour, affecting the main campus. During this outage the generators were in operation.</p>
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Critical Facility(ies) Energy Information			
9. Specify building information as listed and is applicable below. If more than 3 facilities are being considered attach information separately.			
Facility Information	Facility 1	Facility 2	Facility 3
ELECTRICAL INFORMATION			
Distribution utility name	Western MA Electric Company		
Facility rate class	Rate T-5		
Electrical service(s) capacity (Amps), voltage and phase	13,800 V, 3 phase 2 – Main Feeds normal feeds 21S8 and 21S15 Each Normal supply has an alternate to allow for double contingency – 21s2		
Energy supplier name	Trans Canada		
Energy supply rate	0.08405 per kWh		
How much electricity was used in calendar year 2013?	43,568,000 kWh		
Is the electric consumption expected to change? (For example, due to closing portions of the facility, adding AC, etc)	Yes, it will increase based on facility renovations and additions.		
FUEL INFORMATION (Complete if thermal loads are of interest)			
What are the thermal loads served? (space heating, domestic hot water, etc)	Heating, Hot Water, Humidification, Sterilization		

Does the facility use natural gas? (Y/N) if yes, answer A through C.	Yes		
A. What is the name of the gas distribution utility?	Columbia Gas of MA		
B. What is the rate class for the facility?	FT EX Hi Annual / Lo Winter		
C. How much gas did the facility use in calendar year 2013?	1,793,268 Therms – Main 615,496 – HOF 15,064 - Kitchen		
Does the facility use heating oil? (Y/N) if yes, answer A through C.	Yes		
A. What is the name of the oil supplier?	Hess / Direct Energy		
B. What is the rate? (\$/gallon)	Varies		
C. How much oil did the facility use in calendar year 2013?	717 gallons		
BACKUP POWER (Complete if the facility currently has a backup power system)			
Type of backup system (For example, diesel generator)	There are currently 6 diesel generators on-site that service the main campus of Baystate Health, including the Mass Mutual Building. There is enough on-site storage of diesel fuel to last 96-hours. If a generator went down during a power outage, the area serviced by the specific generator would need to be evacuated.		

Capacity of backup system (For example, kW)	<p>Daly 1 750kW</p> <p>Daly 2 750kW</p> <p>Chestnut 1500kW</p> <p>North 800kW</p> <p>HOF3 1500kW</p> <p>HOF4 1500kW</p>		
Make and model of backup system	<p>Daly 1 Cummins, 38GS1</p> <p>Daly 2 Cummins, 38GS1</p> <p>Chestnut CAT, 3512B</p> <p>North CAT, 3508DT</p> <p>HOF3 CAT, 35125-C</p> <p>HOF4</p>		
Fuel storage capacity, if applicable	<p>Daly 1 4,000 gallons</p> <p>Daly 2 4,000 gallons</p> <p>Chestnut 5,100 gallons</p> <p>North 6,000 gallons</p> <p>HOF3 10,000 gallons</p> <p>HOF4 10,000 gallons</p>		
Loads served by backup system (For example, all loads or just identified critical loads)	<p>Critical Equipment (MRI, OR, CT)</p> <p>Life Safety Loads (Lighting, Egress)</p> <p>Equipment (Med Air, Vac, etc.)</p> <p>Elevators</p>		
Describe physical condition of backup system (approximate age, condition, etc)	<p>Our generators are for life safety, they are tested every 20 to 40 days for operation and are load bank tested to insure load. They are all on maintenance contracts and are in excellent working order.</p> <p>Daly 1 1984 - 30 years old</p> <p>Daly 2 1984 - 30 years old</p> <p>Chestnut 1996 - 18 years old</p> <p>North 1992 - 22 years old</p> <p>HOF3 2012 - 2 years old</p> <p>HOF4 2012 - 2 years old</p>		
Amperage and voltage of the system	<p>Daly 1 13,800v, 39.5 amps</p> <p>Daly 2 13,800v, 39.5 amps</p>		

	Chestnut North HOF3 HOF4	480v, 2260 amps 480v, 1203 amps 13,800v, 2260 amps 13,800v, 2260 amps		
Transfer switch operation (automatic or manual)	Automatic			
EXISTING RENEWABLE ENERGY (Complete if the facility is currently served by a renewable energy system.)				
Renewable energy technology (For example, solar, PV)	N/A			
Capacity of renewable system (For example, kW)	N/A			
Ownership model (For example, direct- ownership, third party owner, etc.)	N/A			
For electric systems, method of interconnection (For example, behind the meter, virtual net metering, or not interconnected)	N/A			
Loads served by renewable system (For example, X percentage of loads)	N/A			
Describe physical condition of backup system (approximate age, condition, etc)	N/A			
Amperage and voltage of the system	N/A			
Transfer switch operation (automatic or manual)	N/A			

Further Documentation and Background Information

10. List of any previous engineering studies completed by the applicant on the proposed critical facilities within the last 2 years, including: energy efficiency audits, deep energy retrofits, building remodels, energy management studies, demand response studies, and any other relevant studies.

Please see Attachment 1: Energy Efficiency Projects

11. Copies of invoices for any energy efficiency measures or distributed generation, in addition to backup infrastructure, installed at the critical facilities. Please attach separately.

Please see Attachment 2: PO's and Invoices

12. Documentation of any participation in state energy, sustainability or emergency planning programs. This includes but is not limited to Green Communities, MEMA emergency planning, EOPS planning, Mass Save and Solarize Mass. Please attach separately.
N/A

13. Municipal critical facility list submitted to utilities for emergency restoration planning and prioritization. Please attach separately.

Please see Attachment 3: Critical Facility's List

Specific Project Information

1. Total Program Funding Requested (The total from the 'Budget Form').

\$2,790,099

2. Cost Share (Total matching funds and/or in-kind costs listed on the 'Budget Form').

\$492,370

3. Describe the scope of work (500 words maximum).

Baystate is installing a new 4.6 MW Gas Turbine CHP plant. The plant will include a gas compressor, a HRSG, a Black Start Generator, a Load Management System (LMS), new electrical switchgear and a new building to house the plant.

An existing 30+ year old metal storage building will be demolished and a new metal building will be constructed in its place. The new CHP systems will be installed in the new metal building and integrated into the existing Baystate steam, condensate and electrical systems. A Design Build Team led by Cogen Power Technologies (CPT) will be responsible for the design, procurement, construction and commissioning of this new CHP Plant. This project is expected to take 18-24 months to complete.

The scope of work for this DOER application is for the design, procurement, installation, and testing of:

1. Black Start Generator
2. Load Management System (i.e. Load Shed System)
3. Protective-relay system allow for islanding of the new CHP plant

<p>Attachment 3: Control Description, provides a detailed description of how these systems will operate during normal and utility power outage conditions.</p>	<p>4. Provide the schedule for completion of the scope of work. Include project milestones and projected operation date.</p>	<p>Please see Attachment 4: Project Schedule</p>	<p>5. Design Study and Financial Analysis: Attach separately. Provide the technical details for the proposed project including clear identification of required equipment, how it is laid out and integrated to serve the desired purpose, how the system interconnects and is able to disconnect from the grid, how load shedding is performed to reach the critical loads to be served by the system, and the relationship with any partners in the project. The design study and financial analysis may be in the form of an already prepared report for the municipality, or documentation prepared for this application, but should include, but is not limited to the following items.</p> <ol style="list-style-type: none"> a. Identification and size of any new generation or storage to be incorporated in the system (kW's and/or kWh and/or Btu's) b. Identification of and a layout diagram mapping all relevant equipment within relevant facilities c. One-line electrical diagram of the proposed system(s) d. Detailed description of process, equipment and oversight procedures of islanding and re-connection sequence of operation e. Description of monitoring system(s) f. Identification of non-essential loads to be shed during an event g. Identification of essential loads to be served during an event, and how they may be curtailed if necessary h. Detailed description of energy storage, if applicable i. Identification of and description of role of any project partners j. Description of use during regular, non-emergency operation including expected impact on electric, gas and/or oil utility rates k. Description of use during an emergency l. Description of energy and cost savings on an annual basis (including but not limited to savings from decreased demand charges, decreased unit energy costs, shift of electric usage from peak to off-peak times, revenue from Renewable Portfolio Standard or Alternative Portfolio Standard performance incentives, and tax benefits for private entity partners) m. Description of operations and maintenance costs on an annual basis n. Projected lifetime of system including replacement year and strategy for new and existing generation systems and ancillary equipment. <p>Documents that complete the design study and financial analysis are attached separately to the application. Please see the attached documents:</p>
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<p>Attachment 5: Design Drawings (includes the following) Drawing 28625-2100: CHP Feasibility Study Site Plan Drawing 28625-5200: CHP Feasibility Study Equipment Plan Drawing 28625-5201: CHP Feasibility Study Equipment Plan- Renderings Drawing E-100: Overall Single Line Diagram</p>	<p>Attachment 6: Control Description</p> <p>6. Utility interconnection strategy: Attach separately. Provide a letter from the relevant utility stating that the application for generation interconnection was received reviewed and deemed complete. Applicant must submit pre-application report with application or within 12 business days of application deadline.</p>	<p>Please see Attachment 7: Utility Interconnect Strategy</p> <p>7. Budget: Use attached Budget Form and attach separately any necessary explanation or description. Define the budget for implementation and operation of the proposed project. Ensure that all design and engineering costs, capital equipment costs, annual operations and maintenance costs, leasing payments (if applicable) and miscellaneous costs are clearly identified. Also identify all savings and revenue streams from the project, what portion is to be paid for by the applicant and/or a 3rd party partner, and what gap funding is requested along with any other funding sources used to finance the project.</p>	<p>Please see Attachment 8: Budget Analysis</p> <p>8. Copy of agreement(s), memorandums of understanding, and/or contracts between applicant and private partners and/or developer(s), if applicable. Attach separately.</p> <p>Please see Attachment 9: Feasibility Study Contract</p>
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Community Clean Energy Resiliency Initiative



PON-ENE-2014-036

PROJECT IMPLEMENTATION BUDGET FORM

Name of Applicant:	Baystate Health Systems
Title of Proposed Project:	Baystate Health Cogeneration Project

Define the budget for implementation and operation of the proposed project. Ensure that all design and engineering costs, capital equipment costs, annual operations and maintenance costs, leasing payments (if applicable) and miscellaneous costs are clearly identified and itemized. Also identify all savings and revenue streams from the project, what portion is to be paid for by the applicant and/or a 3rd party partner, and what gap funding is requested, along with any other funding sources used to finance the project. Included in the table are common categories to be included, please add to or remove from this list as applicable, and please itemize within each category. Wherever necessary please provide an explanation on a separate sheet.

Description of Costs (Itemize each category)*	Total Cost	Funds Requested	Applicant Matching Funds	Other Funds and Financial Mechanisms (incentives, other grant \$, loans, etc.)	Cost Savings (energy savings, revenue generation, etc. - if \$ figure is unknown indicate program, eg. SREC program)
Engineering	\$303,989	\$258,390	\$45,598		
Permitting fees ¹	\$30,000	\$25,500	\$4,500		
Developer's fees	\$169,043	\$143,687	\$25,356		
Feasibility study fees ²	\$80,000	\$68,000	\$12,000		

Generation equipment	\$1,245,000	\$1,058,250	\$186,750	
Energy storage equipment	\$-	\$-	\$-	
Other equipment: controls, switch gear, critical load panel, etc.	\$-	\$-	\$-	
Installation labor costs	\$879,451	\$747,533	\$131,918	
Utility interconnection costs	\$190,000	\$161,500	\$28,500	
Routine maintenance and consumables	\$17,000	\$14,450	\$2,550	
Operating expenses	\$-	\$-	\$-	
Reserve for long term maintenance, overhaul and decommissioning	\$-	\$-	\$-	
Legal and insurance - project specific	\$33,408	\$28,397	\$5,011	
Testing and commissioning activities	\$165,536	\$140,706	\$24,830	
Administrative and overhead	\$169,043	\$143,687	\$25,356	
Other - itemize				
TOTAL:	\$3,282,470	\$2,790,099	\$492,370	
% of TOTAL:	100%	85%	15%	

*On a separate sheet, provide a brief narrative explaining each line item cost requested from the Program Funds.

¹Permitting Fees (building and air permit) are estimated to be \$30,000.00 for this project.

²Baystate Health is paying Cogen Power Technologies to perform an investment grade CHP feasibility study for this project. \$80,000.00 of this cost is for efforts associated with the Black Start Generator and Sync Panel, Load Management System and Protective Relaying System. The executed contract is attached to this application. Please see Attachment 6: Feasibility Study Contract.

Note: The implementation of the new 4.6MW CHP Project is anticipated to reduce Baystate Health's annual utility expenses by \$2,000,000.00. The inclusion of the BSG, LMS and Protective Relaying System add critical functionality that will allow Baystate Health to operate as an island during a utility power outage, however does not contribute to the annual utility savings.