

First Reading: July 14, 2009
Second Reading: dispensed

RESOLUTION NO. 2009 - 90

A RESOLUTION ACCEPTING AND APPROVING A GRANT AGREEMENT WITH THE OHIO DEPARTMENT OF DEVELOPMENT FROM THE ADVANCED ENERGY PROGRAM, DISPENSING WITH THE SECOND READING AND DECLARING AN EMERGENCY

WHEREAS, Sycamore Township has received approval of a grant in the amount of \$145,725.00 from the Ohio Department of Development Advanced Energy Program for installation of a solar electric energy system in the new north fire station; and

WHEREAS, the Board of Township Trustees of Sycamore Township desires to accept the grant so that it may construct a solar electric energy system for the benefit of the fire station;

NOW THEREFORE, BE IT RESOLVED, by the Board of Township Trustees of Sycamore Township, State of Ohio:

SECTION 1. The attached Grant Agreement with the Ohio Department of Development from their Advanced Energy Program is hereby approved and adopted and Assistant Administrator, Greg Bickford, is hereby authorized and directed to execute the Agreement on behalf of the Township.


SECTION 2. The Trustees of Sycamore Township upon at least a majority vote do hereby dispense with the requirement that this resolution be read on two separate days, and hereby authorize the adoption of this resolution upon its first reading.

SECTION 3 Upon the unanimous vote of the Sycamore Township Trustees, this Resolution is hereby declared to be an emergency measure necessary for immediate preservation of the public peace, health, safety and welfare of Sycamore Township. The reason for the emergency is to provide for the timely funding and construction of the solar electric system which would not be possible without the grant from the Department of Development.

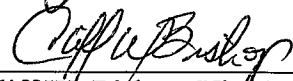
VOTE RECORD:

Mr. Bishop YES Mr. Kent YES Mr. Weidman YES

Passed at a meeting of the Board of Township Trustees of Sycamore Township this 14th day of July, 2009.



Thomas J. Weidman, President



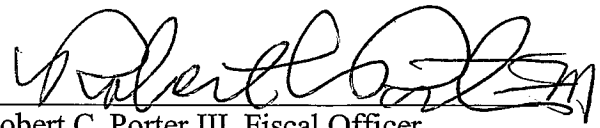
Cliff W. Bishop, Vice President



Richard C. Kent, Trustee

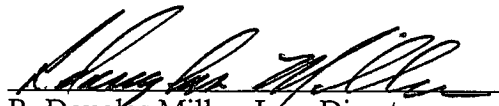
AUTHENTICATION

This is to certify that this resolution was duly passed and filed with the Township Fiscal Officer of Sycamore Township this 14th day of July, 2009.



Robert C. Porter III, Fiscal Officer
Sycamore Township, Ohio

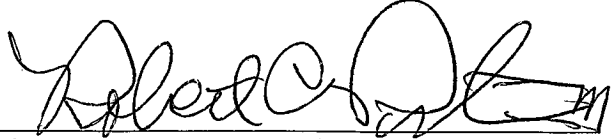
APPROVED AS TO FORM:



R. Douglas Miller, Law Director

PROOF OF PUBLICATION

I hereby certify that I have published this Resolution on July 21, 2009 by posting in the five most public places as established by the Board of Township Trustees such places being the Township Hall, Bob Meyer Park, Bechtold Park, North Sycamore Recreational Facility, and the North Fire Station, Station 93.

A handwritten signature in black ink, appearing to read "Robert C. Porter, III", written over a horizontal line.

Robert C. Porter, III, Fiscal Officer,
Sycamore Township

ADVANCED ENERGY PROGRAM

GRANT AGREEMENT

This Grant Agreement (the "Agreement") is made and entered into by and between the **State of Ohio, Department of Development** (hereinafter referred to as the "Grantor"), and **Sycamore Township of Hamilton County** (hereinafter referred to as the "Grantee"). This Agreement shall have the Grantor Agreement Control Number of **AEF-10-05**.

BACKGROUND INFORMATION

A. Grantor is authorized under the Ohio Revised Code (O.R.C.) §§4928.61-63 as amended in January 2007, to use the Advanced Energy Fund as an incentive to further the public interest in advanced energy projects and economic development.

B. Grantee has represented to Grantor that the Project will create new jobs or preserve existing jobs in this State, or use innovative technologies or materials. In addition, Grantee has represented to Grantor that support for the Project in the form of a Renewable Energy Development Incentives Grant is critical to the viability of the Project and enhances Grantee's ability to attract funding for the Project from other sources. Grantee and Grantor have also considered other public and private sources of financing available for the Project.

C. Grantee certifies that the Project is located in one of the certified territories of electric distribution utilities and participating electric cooperatives, or in the service area of a participating municipal electric utility.

STATEMENT OF THE AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and the mutual promises and covenants hereinafter set forth, the parties hereby agree as follows:

1. Grant of Funds. Grantor hereby awards funds to Grantee in the amount of One Hundred Forty Five Thousand Seven Hundred Twenty Five and No/100 Dollars (\$145,725.00) (the "Grant Funds"), for the purposes set forth in Exhibit I, "Scope of Work", which is attached hereto and made a part hereof (the "Project"). The Grant Funds shall be paid to Grantee on a reimbursement basis upon receipt and approval by Grantor of invoices and other documentation setting forth the expenditure of the Grant Funds in accordance with Exhibit I. Grantee is responsible for any tax consequences that may result from the acceptance of this award.

2. Use of Grant Funds. Grantee shall use the Grant Funds awarded pursuant to this Agreement and any and all interest income for obligations incurred in the performance of the Agreement and the expenditures shall be supported by contracts, invoices, vouchers, and other data as appropriate, evidencing the costs incurred. If Grantee does not expend the Grant Funds in accordance with the terms, conditions and time period set forth in this Agreement or if the total amount of the Grant Funds and any and all interest income exceeds the eligible costs of the Project, Grantee shall return the amounts improperly expended or not expended to Grantor within thirty (30) days after the expiration or termination of this Agreement.

3. Accounting of Grant Funds. Grantee shall keep all records of the Account in a manner consistent with generally accepted accounting principles. All disbursements from the Account shall be for obligations incurred in the performance of this Agreement and shall be supported by contracts, invoices, vouchers, and other data, as appropriate, evidencing the necessity of such expenditure. Failure to comply with this requirement may allow Grantor to withhold payment allocation requests until such compliance is demonstrated.

4. Budget Alterations. Grantee may make alterations to any line item in its budget submitted with this Agreement so long as the changes do not exceed plus or minus ten (10) percent of the line items involved, and so long as Grantee notifies Grantor thereof in writing within thirty (30) days of the date of the change. If Grantee wishes to make changes to any line item that exceeds ten (10) percent, Grantee shall first request in writing Grantor's approval and give justification for the requested change. Alterations to line items in Grantee's budget shall not increase the award of Grant Funds set forth in paragraph 1 of the Agreement. Grantor shall respond to Grantee's request in writing within a reasonable period of time.

5. Conditions. Grantee shall undertake the activities in accordance with Exhibit I. The parties agree that Exhibit I is deemed to be the guidelines for the authorized basis of payment under this Agreement. This provision is not intended to restrict any other terms and conditions set forth in this Agreement.

6. Term. The parties agree that this Agreement shall begin on July 20, 2009 and shall expire on July 31, 2010 unless the term of this Agreement is modified or the Agreement is terminated in accordance with the provisions of this Agreement.

7. Emission Allowances. Grantee may be entitled to claim NOx allowances, **renewable energy credits** and/or other allowances arising under other emissions **and energy attributes** trading programs that may be established in the future. Grantor reserves the right to apply for such allowances if Grantee does not claim such allowances. Grantee must notify Grantor at least 150 days prior to its submission of a claim for any such allowances in any year or forfeit such right in that year.

8. Records, Access and Maintenance. Grantee shall establish and maintain for at least three (3) years from the termination of this Agreement such records as are required by Grantor, including but not limited to, financial reports, intake and participant information, and all other relevant information. The parties further agree that records required by Grantor with respect to any questioned costs, audit disallowances, litigation or dispute between Grantor and Grantee shall be maintained for the time needed for the resolution of said question and that in the event of early termination of this Agreement, or if for any other reason Grantor shall require a review of the records related to the Project, Grantee shall, at its own cost and expense, segregate all such records related to the Project from its other records of operation.

9. Unusual Circumstances Affecting Performance. In the event that Grantee cannot meet any or all of the obligations placed upon it by the terms of this Agreement Grantee shall immediately notify Grantor in writing.

10. Property and Equipment Purchases. All items purchased by Grantee from the Grant Funds awarded herein are and shall remain the property of Grantee unless Grantee defaults in the performance of the terms and conditions of this Agreement. If Grantee defaults in the performance of the terms and conditions of this Agreement, all property and equipment purchased by Grantee with any funds herein awarded shall revert to Grantor. Grantee shall provide for the security and safekeeping of all items obtained through this Agreement. Notwithstanding the above, upon default Grantee shall have the option to refund to the Grantor the amount of Grant Funds disbursed to the Grantee under this Agreement. Grantee shall deliver the refund to the Grantor no later than sixty (60) days after receiving notice of default in accordance with Section 13 of this Agreement.

11. Audits and Inspections. At any time during normal business hours upon ten (10) days written notice and as often as Grantor may deem necessary and in such a manner as not to unreasonably interfere with the normal business operations, Grantee shall make available to Grantor, for examination, and to appropriate state agencies or officials, all of its records with respect to matters covered by this Agreement including, but not limited to, records of personnel and conditions of employment and shall permit Grantor to audit, examine and make excerpts or transcripts from such records.

12. Dispute Resolution. In the event Grantee desires clarification or explanation of, or disagrees with, any matter concerning the Agreement, or the interpretation or application of any and all federal or state statutes, rules, regulations, laws or ordinances, the matter must be submitted in writing to Grantor. After review and consultation with Grantee Grantor shall decide the matter. If the dispute cannot be resolved, and/or Grantee has failed to comply with the terms and conditions of this Agreement, then procedures for suspension and/or termination may be instituted as provided for under this Agreement.

13. Termination. If it appears to Grantor that Grantee has failed to perform satisfactorily any requirements of this Agreement, or if Grantee is in violation of any provision of this Agreement, or upon just cause, Grantor may:

- a). Terminate the Agreement after providing Grantee with written notice, in accordance with the notice provisions of this Agreement, of its failure to perform satisfactorily any requirement of this Agreement, (the "Notice") which shall provide Grantee with a thirty (30) day period to cure any and all defaults under this Agreement. During the thirty day cure period, Grantee shall incur only those obligations or expenditures which are necessary to enable Grantee to continue its operation and achieve compliance as set forth in the Notice; or
- b). Immediately terminate the Agreement.

14. Effects of Termination. Within sixty (60) days after termination or suspension of this Agreement, Grantee shall surrender all reports, documents, and other materials assembled and prepared pursuant to this Agreement which shall become the property of Grantor. Upon surrender of such material, Grantee shall receive compensation for all activities satisfactorily performed prior to the effective date of termination or suspension.

15. Forbearance Not a Waiver. No act of forbearance or failure to insist on the prompt performance by Grantee of its obligations under this Agreement, either express or implied, shall be construed as a waiver by Grantor of any of its rights hereunder.

16. Equal Employment Opportunity. In performing this Agreement, Grantee shall not discriminate against any employee, applicant for employment or other person because of race, religion, color, sex, national origin, disability, age, military status, or ancestry. Grantee will take affirmative action to ensure that applicants are employed and that employees are treated during their employment without regard to race, religion, color, sex, national origin, disability, age, or ancestry. Grantee shall incorporate the foregoing requirements of this paragraph in all of its contracts for any of the work prescribed herein (other than subcontracts for standard commercial supplies or raw materials), and will require all of its subcontractors for any part of such work to incorporate such requirements in all such subcontracts.

17. Prevailing Wage. In accordance with O.R.C Chapter 4115, construction projects involving moneys allocated from the Advanced Energy Fund 5M5 195660 may require the recipient of the Grant Funds to pay prevailing wage rates for workers involved in any construction activity on the Project. It shall be the responsibility of Grantee to comply with all prevailing wage requirements. The Ohio Department of Commerce, Division of Labor and Worker Safety, Bureau of Wage and Hour, will make all determinations on the requirements of paying prevailing wages. If the Bureau of Wage and Hour, determines that prevailing wage rates are to be paid, then pursuant to O.R.C. Section 4115.032, the Grantee shall designate a Prevailing Wage Coordinator who shall be vested with all the powers, duties, and responsibilities required by law of a Wage Coordinator. The parties agree that it is the responsibility and duty of the Grantee to comply with all prevailing wage requirements as set forth in the O.R.C. Chapter 4115.

18. Certification of Grant Funds Available. None of the rights, duties, and obligations described in this Agreement shall be binding upon either party until all statutory provisions of the Ohio Revised Code, including but not limited to section 126.07, have been complied with, and until such time as all necessary funds have actually been made available and forthcoming from the appropriate state agencies.

19. Conflict of Interest. No personnel of Grantee, any subcontractor of Grantee, public official, employee or member of the governing body of the particular locality where this Agreement shall be completed, who exercises any functions or responsibilities in connection with the review or approval of the work completed under this Agreement, shall prior to the completion of said work, voluntarily or involuntarily acquire any personal interest, direct or indirect, which is incompatible or in conflict with the discharge or fulfillment of his functions or responsibilities with respect to the completion of the work contemplated under this Agreement. Any person who, prior to or after the execution of this Agreement, acquires any personal interest, involuntarily or voluntarily, shall immediately disclose his interest to Grantor in writing. Thereafter, such person shall not participate in any action affecting the work under this Agreement unless Grantor determines that, in light of the personal interest disclosed, his participation in any such action would not be contrary to the public interest.

20. Prevailing Wage Rates and Labor Standards. In the commission of any Project(s) wherein federal funds are used to finance construction work as defined in CFR Title 29, Part 5 to the extent that such activity is subject to the Davis-Bacon Act (40 U.S.C. 276a to 276a-5, as amended), all laborers and mechanics employed by contractors or subcontractors on any such construction work assisted under this Agreement shall be paid the wages that have been determined by the U.S. Secretary of Labor to be the wages prevailing for the corresponding classes of laborers and mechanics employed on project(s) of a character similar to the contract work in the civil subdivision of the state wherein the work is to be performed. In addition, all laborers and mechanics employed by contractors or subcontractors on such construction work assisted under this Agreement shall be paid overtime compensation in accordance with the provisions of the Contract Work Hours and Safety Standards Act, 40 U.S.C. 327 to 333. Furthermore, Grantee shall require that all contractors and subcontractors shall comply with all regulations issued pursuant to these acts and with other applicable federal and state laws and regulations.

In the event that the construction work to be undertaken does not lie within the purview of the Davis-Bacon Act, and neither the federal government nor any of its agencies prescribes predetermined minimum wages to be paid to mechanics and laborers to be employed in the construction work to be assisted by this Project(s), Grantee will comply with the provisions of O.R.C. Sections 4115.03 to 4115.16, inclusive, as applicable, with respect to the payment of all mechanics and laborers employed in such construction work.

20. Liability. Grantee shall maintain liability and property insurance to cover actionable legal claims for liability or loss which are the result of injury to or death of any person, damage to property (including property of the Grantor) caused by the negligent acts or omissions, or negligent conduct of the Grantee, to the extent permitted by law, in connection with the activities of this Agreement. Furthermore, each party to this Agreement agrees to be liable for the negligent acts or negligent omissions by or through itself, its employees, agents and subcontractors. Each party further agrees to defend itself and themselves and pay any judgments and costs arising out of such negligent acts or omissions, and nothing in this Agreement shall impute or transfer any such liability from one to the other.

22. Adherence to State and Federal Laws, Regulations.

a). Grantee agrees to comply with all applicable federal, state, and local laws in the performance of the Project. Grantee accepts full responsibility for payments of all unemployment compensation, insurance premiums, workers' compensation premiums, all income tax deductions, social security deductions, and any and all other taxes or payroll deductions required for all employees engaged by Grantee on the performance of the work authorized by this Agreement.

b). In accordance with Executive Order 2007-01S, the Grantee, by its signature on this document, certifies: (1) it has reviewed and understands Executive Order 2007-01S, (2) has reviewed and understands the Ohio ethics and conflict of interest laws including, without limitation, O.R.C. §§ 102.01 *et seq.*, §§ 2921.01, 2921.42, 2921.421 and 2921.43, and §§ 3517.13(I) and (J), and (3) will take no action inconsistent with those laws and the order, as any of them may be amended or supplemented from time to time. The Grantee understands that failure to comply with Executive Order 2007-01S is, in itself, grounds for termination of this Agreement and the award of funds made pursuant to this Agreement and may result in the loss of other contracts or grants with the State of Ohio.

23. Outstanding Liabilities. Grantee affirmatively covenants that it does not owe: (1) any delinquent taxes to the State of Ohio (the "State") or a political subdivision of the State; (2) any moneys to the State or a state agency for the administration or enforcement of any environmental laws of the State; and (3) any other moneys to the State, a state agency or a political subdivision of the State that are past due, whether the amounts owed are being contested in a court of law or not.

24. Falsification of Information. Grantee affirmatively covenants that it has made no false statements to Grantor in the process of obtaining this award of Grant Funds. If Grantee has knowingly made a false statement to Grantor to obtain this award of Grant Funds, Grantee shall be required to return all Grant Funds immediately pursuant to O.R.C. Section 9.66(C)(2) and shall be ineligible for any future economic development assistance from the State, any state agency or a political subdivision pursuant to O.R.C. Section 9.66(C)(1). Any person who provides a false statement to secure economic development assistance may be guilty of falsification, a misdemeanor of the first degree, pursuant to O.R.C. Section 2921.13(F)(1), which is punishable by a fine of not more than \$1,000.00 and/or a term of imprisonment of not more than one hundred eighty (180) days.

25. Miscellaneous.

a). Governing Law. This Agreement shall be governed by the laws of the State of Ohio as to all matters, including but not limited to matters of validity, construction, effect and performance.

b). Forum and Venue. All actions regarding this Agreement shall be forumed and venued in a court of competent subject matter jurisdiction, in Franklin County, Ohio.

c). Entire Agreement. This Agreement and its exhibits and any documents referred to herein constitute the complete understanding of the parties and merge and supersede any and all other discussions, agreements and understandings, either oral or written, between the parties with respect to the subject matter hereof.

d). Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provisions of this Agreement.

e). Notices. All notices, consents, demands, requests and other communications which may or are required to be given hereunder shall be in writing and shall be deemed duly given if personally delivered or sent by United States mail, registered or certified, return receipt requested, postage prepaid, to the addresses set forth hereunder or to such other address as the other party hereto may designate in written notice transmitted in accordance with this provision.

1). In case of Grantor, to:

Ohio Department of Development
P.O. Box 1001
Columbus, Ohio 43216-1001

2). In case of Grantee, to:

Sycamore Township of Hamilton County
8540 Kenwood Road
Cincinnati, Ohio 45236
31-6000606

f). Amendments or Modifications. Either party may at any time during the term of this Agreement request amendments or modifications. Requests for amendment or modification of this Agreement shall be in writing and shall specify the requested changes and the justification of such changes. The parties shall review the request for modification in terms of the regulations and goals relating to the Project. Should the parties consent to modification of the Agreement, then an amendment shall be drawn, approved, and executed in the same manner as the original agreement.

g). Pronouns. The use of any gender pronoun shall be deemed to include all the other genders, and the use of any singular noun or verb shall be deemed to include the plural, and vice versa, whenever the context so requires.

h). Headings. Section headings contained in this Agreement are inserted for convenience only and shall not be deemed to be a part of this Agreement.

i). Assignment. Neither this Agreement nor any rights, duties, or obligations described herein shall be assigned or subcontracted by Grantee without the prior express written consent of Grantor.

j). Travel Expenses. If contemplated under this Agreement, Grantee, its employees or agents, shall be reimbursed for travel expenses in amounts not to exceed the maximum rates as determined by Ohio Administrative Code Section 126-1-02.

k). Declaration Regarding Material Assistance/Non-assistance to a Terrorist Organization. If applicable, Grantee must comply with O.R.C. Section 2909.33.

IN WITNESS WHEREOF, the parties hereto have executed this Grant Agreement on the last date set forth below.

GRANTEE:

GRANTOR:

Sycamore Township of Hamilton County

State of Ohio
Department of Development

By: _____

By: _____

Title: _____

Lisa Patt-McDaniel
Interim Director
Ohio Department of Development

Date: _____

Date: _____

EXHIBIT I

SCOPE OF WORK ADVANCED ENERGY FUND RENEWABLE ENERGY PROJECT

Scope of Work

The Grantee shall complete all activities as stated in the Technical Application and the Requirements in the NOFA. The Grantee shall follow all applicable federal, state, and local codes and standards in the completion of the stated activities. Any deviations from the proposed project must be communicated to and approved by the Ohio Energy Office (OEO) before work commences. The Grantee (through the installer) shall install metering equipment (kWh meter or similar for wind and solar electric systems, flow meter or similar for solar hot water systems) that will allow for data collection on system performance. The Grantee shall assist the OEO in developing a case study for the project. The Grantee shall participate as a featured site in the annual Ohio Solar Tour for two years following installation by allowing guided tours of the system and presenting information about the renewable energy system.

Timeline

Refer to the timeline stated in the Technical Application attached. All projects must be completed by the date in the Agreement and performance data gathered and reported for at least one full year after project completion.

Reporting Requirements

The Grantee shall submit program reports with the following information quarterly to the OEO throughout the project timeline:

- Digital photographs of the site before, during and after installation of the system.
- A log of activities performed to get approval for installation of the system: siting, permitting, zoning, interconnection and net metering agreements, etc.
- Utility bill (electric, natural gas and/or propane) usage information for the reporting period.
- Monthly energy production from the system(s) taken from the metering equipment for the reporting period.
- Actual project costs categorized by system design, equipment (itemized), installation, fees (interconnection, permits), etc.
- Material and work remaining to be purchased and completed.
- Variances to plan, successes and obstacles.
- Publicity about the installation (if applicable).
- Downtime or maintenance issues and the associated costs of repair.
- Major changes to the project site's energy base load such as changing lighting, appliances, usage habits, etc

Program reports are due in the Ohio Energy Office by the 10th of the month following the end of each quarterly reporting period (January 10th, April 10th, July 10th and October 10th).

Financial Reports

- A financial statement (Exhibit B.1) is to be submitted with each Request for Payment (Exhibit B.2).

Request for Payment

Following installation of the approved system, the following must be submitted:

- All requests for payment must include a signed Cover Letter detailing work performed, based on the scope of work for the grant; and itemization of all information attached.
- ORIGINALS Request for Payment form (Exhibit B.2) and the Financial Statement (Exhibit B.1) with appropriate documentation for reimbursement of approved expenses. Failure to submit Exhibit B.1 with Exhibit B.2 will result in a delay in payments of grant funds.
- Invoice copies; proof of payment (copies of cancelled checks, credit card receipts).
- Copy of the completed interconnection agreement and electrical code inspection.
- A final inspection and certification report from the Registered Professional Engineer indicating that the installation has met the construction, engineering and design intent of the project according to the drawings previously submitted with the application
- Legible photographs of the installed system (before, during and after installation), kWh meter or similar for solar and wind electric system, flow meter or similar for solar hot water system.
- After the installation is completed and the system has passed the local municipal NEC code inspection, the Program Monitor must be notified to schedule the final inspection. When the system passes this inspection and all appropriate paperwork is received, the rebate will be processed.

Request for payment will not be approved if program reports and all required documentation are not on file with the Ohio Department of Development, Ohio Energy Office.

State of Ohio, Department of Development, Ohio Energy Office
Renewable Energy Grant
Project Application Form

A. Customer Information

1. Applicant Name: Sycamore Township, Hamilton County, Ohio
Company Name: (if applicable) _____
(Third Party applicants see checklist for required attachments)
Address: 8540 Kenwood Road
City: Cincinnati State: OH Zi: 45236
p: _____
Contact Person: Greg Bickford Title: Assistant Administrator
County: Hamilton Telephone: 513-791-8447 Fax: 513-792-8564
E-Mail Address: gbickford@sycamoretownship.org Website Address: www.sycamoretownship.org
Applicant's Tax Identification or Social Security No.: 31-6000606

2. Did applicant receive an award from a previous RFP or NOFA? Yes No

3. Applicant Type:

Industrial Commercial Local Government
Educational Non-Profit Agricultural

NAICS Code: 921120

Provide a brief descriptive summary of your company: (including number of employees and if project will result in the creation of additional jobs) Sycamore Township is a local government located in northeast Hamilton County, Ohio with a population of over 20,000. The Township has a land area of approximately 7 square miles with an annual budget of \$5.5 million and a full time staff of 55 employees. The project is an integral part of Station 93, the newest firehouse. The goal of the system is to reduce the future load on the general fund by providing renewable energy to the firehouse for years to come. If successful, the system could lead to increased fire department staffing.

B. Project Information

4. Project Type:
Solar Photovoltaic Wind Electric Solar Thermal

5. Project Location (if different from above):

Property Owner: Same
Address: Same
City: Same State: Same Zip: Same

6. Electric Distribution Company: (attach copy of utility bill or letter from utility company) Duke Energy

OFFICE OF
ENERGY EFFICIENCY
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7. Project Summary: (Provide a brief summary of the project including capacity. Maximum 50 words.
60kW ground mounted system with Suntech panels connected to two Satcon Inverters. The estimated
annual output is 76,000 kW/h AC which could cover over 75% of the needs of the LEED certified
firehouse. The system will have any an educational component to promote understanding about
sustainability and solar power.

On separate sheet attach a detailed description of project including location, size, etc. Clearly identify all parties involved including property owner, end-user and/or any third party involvement. Include a copy of itemized project cost estimate from contractor.)

August 20, 2009

8. Planned Project Completion Date: _____

1. No equipment may be purchased prior to grant approval. Has applicant purchased any equipment for which funds are requested? Yes No

C. Contractor/Installer

10. Installing Contractor: (For solar photovoltaic projects, a NABCEP certified renewable energy installer is required. A list of certified renewable energy installers is attached in Appendix F.)

Company Name: The Green Panel, Inc.

Contact Person: Adam Harris

Address: 719 E. Grand River Road #100 City: Brighton State: MI Zip: 48116
Telephone: 248-231-8858 Fax: n/a Email: info@thegreenpanel.com
aharris@thegreenpanel.com

- . All funded projects will be required to install a kilowatt-hour meter (solar PV and wind projects only), monitor system output, and document and submit twelve months of system performance data. Describe the metering, measurement, and/or monitoring system you plan to install.

The Satcon Inverters have internal software that will track the output in several forms, including kW/hour. Satcon software will be loaded onto a computer that will be connected to the inverters that will display data as well as provide the necessary reports.

- . All funded projects will be required to be available for the Ohio Solar Tour for two years following installation. Indicate your agreement by placing your initials here:

D. Financial

- . How does the applicant plan to fund or finance their portion of the project costs? Provide copies of commitment letters or statements verifying availability of funds.

Tax Increment Financing Funds (Kenwood TIF / Cornell-Snider TIF / Kemper Goldcoast TIF)

See Attached for certification of funds / fund balance

15. Explain any outstanding financial liabilities the applicant and/or company have with state or local governments in Ohio. Whether or not the amounts are being contested in a court of law, do the applicant and/or company owe:

Any delinquent taxes to the State of Ohio (the "State"), a state agency or a political subdivision of the State such as a city or county?

Any monies to the State or a state agency for the administration or enforcement of the environmental laws of the State?

Any other monies to the State, a state agency or a political subdivision of the State that are past due? Is the company the subject of any existing tax lien? Yes No

16. Have the applicant, related companies, or any officers:

Been convicted of a felony

Been convicted of or enjoined from any violation of state or federal securities law?

Been a party to any consent order or entry with respect to an alleged state or federal securities law violation?

Been a defendant in a civil or criminal action? Yes No

If you have answered yes to any of the above, please provide a detailed explanation including, but not limited to the location, amounts, and case identification numbers (if applicable) on a separate sheet.

E. Customer And Installer Certification

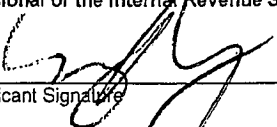
As an authorized agent of the Applicant, I hereby submit this Application to the State of Ohio, Department of Development, Ohio Energy Office. I understand that any false statement in this record may subject the Applicant and Signer to criminal prosecution. I understand that additional information may be requested. I also understand that this document in no way constitutes a commitment of funds by the State of Ohio for any of its programs.

I hereby represent and certify that the foregoing and attached information, to the best of my knowledge and belief, is true, complete and accurately describes the proposed project for which the financial assistance is being sought. I am aware of Ohio Revised Code Sections 9.66(C) and 2921.13(D)(1) which outline penalties for falsification which could result in the return of all monies received and the forfeiture of all current and future financial assistance benefits as well as a fine of not more than \$1,000 and/or a term of imprisonment of not more than one hundred and eighty (180) days. I further agree to inform the Ohio Department of Development of any changes in the foregoing information, which may occur prior to the time the Applicant, and the Ohio Department of Development execute a Grant Agreement. Further, I hereby authorize the Ohio Department of Development to contact the Ohio Environmental Protection Agency to confirm statements contained within this application and to review applicable confidential records.

The source of funding for the grant you may receive might be a factor in the determination of its taxability. The source of funding for all Advanced Energy Fund Grants is the Advanced Energy Fund of the state of Ohio (Fund 5M50). It is the responsibility of the applicant to determine the income tax consequences of accepting grant funding through this NOFA. Please consult your tax professional or the Internal Revenue Service (IRS). The State will issue an IRS form 1099 in the amount of the grant.

The undersigned warrants, certifies and represents that: 1) the Applicant gives permission to the Ohio Energy Office to review their electric and gas account information, both prior to installation and subsequent to installation; 2) The Applicant is the Customer of Record for the Utility Account; and 3) the Applicant realizes that certain information in their application may be subject to the Open Public Records Act.

The source of funding for the grant you may receive might be a factor in the determination of its taxability. The source of funding for all Advanced Energy Fund Grants is the Advanced Energy Fund of the state of Ohio (Fund 5M50). It is the responsibility of the applicant to determine the income tax consequences of accepting grant funding through this NOFA. Please consult your tax professional or the Internal Revenue Service (IRS). The State will issue an IRS form 1099 in the amount of the grant.

	Greg Bickford	Assistant Administrator	5-30-09
Applicant Signature	Typed Name	Title	Date

The undersigned warrants, certifies and represents that 1) the above described generating system is sized to meet the customer's electrical loads; 2) the Installer/Contractor has explained and provided manuals related to the system operation and maintenance to the customer (Applicant); 3) the installation will meet all requirements;

	Adam Harris	President	6-2-09
Installer Signature	Typed Name	Title	Date

RENEWABLE ENERGY GRANT

Technical Worksheet for Solar Photovoltaic Systems

Customer Name: Sycamore Township Application Number: _____ (Assigned by the ODO)

A: Equipment Information

1. PV Module Manufacturer: Suntech Module Model Number: STP 21070b-1
2. Power Rating per Module: 210 DC Watts (refer to STC conditions) Number of Modules: 286
3. Total Array Output: 60,060 DC Watts (Number of modules x power rating)
4. Inverter Manufacturer: Satcon Inverter Model Number: PowerGate Plus 30kW
5. Inverter's Continuous AC Rating: 30,000 AC Watts Number of Inverters: 2
6. Total Inverter Output: 60,000 AC Watts (Inverter Continuous AC Rating x Number of Inverters)
7. Inverter's Peak Efficiency: 95% (refer to manufacturer's peak efficiency rating)
8. System Rated Output (for utility interactive systems): N/A AC Watts (multiply line 3 by line 7)
9. Battery Manufacturer (if applicable): N/A Battery Type and Model Number: N/A
10. Storage Capacity: N/A Amp-hours Number of Batteries: N/A
11. Total Storage Capacity: N/A Total Amp-hours (Storage Capacity x Number of Batteries)

B: Proposed Installation/Interconnection Information

1. PV Array Location: Rooftop Pole Mount Ground Mount Other: _____
2. PV Module Orientation: 180 degrees (e.g., 180 degrees magnetic south)
3. PV Module Tilt: 38.9 degrees (e.g., flat mount = 0 degrees; vertical mount = 90 degrees)
4. PV Module Tracking: Fixed Single-axis Double-axis
5. Is the PV system designed as "Building Integrated Photovoltaics" or BIPV? Yes No
Explain: _____
6. What percent (%) of the total annual load is the PV system designed to offset? 50%-75%
7. To determine shading issues, your installer must use a Solar Pathfinder and submit a Solar Site Analysis Report with this application. Grant awards will be reduced by the percent of shading found on the Solar Site Analysis Report under the column that reads Actual Solar Radiation with Shading. Describe ANY shading here:
97.15%
8. Inverter Location: Indoor Outdoor Location: Within fenced in solar field area
9. System Type and Mode of Operation:
 Utility interactive (parallel/capable of backfeeding the meter)
 Utility interactive with battery backup (capable of backfeeding the meter)
 Dedicated circuit, utility power as backup (transfer switch)
 Dedicated circuit, battery charging, utility power as backup (transfer switch)
10. A one-page site map must accompany this application. The map must indicate the location of the PV panels, the inverter, batteries (if any), lockable disconnect switch, and point of connection with the utility system. The installation address and the installer's name and telephone number must also be included on the site map.
Please initial that this has been included: [Signature]
11. A copy of the Interconnection and Net Metering Agreements must be sent to OEO before the grant will be issued.
12. What, if any, local zoning or siting restrictions may effect the project installation (zoning approval documentation must be attached)? None - Township Zoning Certificate Attached
13. What, if any, local permits or licensed contractors will be required (attach all supporting documentation if required)? Building permit via Hamilton County, Ohio

RENEWABLE ENERGY GRANT

Technical Worksheet for Solar Photovoltaic Systems

Customer Name: Sycamore Township Application Number: _____
(Assigned by the ODOD)

C. Incentive Request Calculation

Incentive Calculation (Calculate appropriate incentive based on System Rated Output):

1. System rated output (Section A, line 3 above): 60,060 STC DC Watts x \$3.50/Watt = \$ 210,210
2. Total Installed System Cost: \$ 347,596 x 0.5 = \$ 173,798
3. Maximum incentive allowed: \$150,000
4. Requested Incentive (Enter the SMALLEST number from C1, C2 or C3): \$ 150,000

(Eligible installed system cost includes PV panels and balance of system equipment, installation, and applicable interconnection costs before the incentive.)

D. Warranty Information

- | | |
|---|----------------------------------|
| 1. Module: <u>25</u> Years at <u>80-90</u> % Rated Power Output | 3. Batteries: <u>n/a</u> Years |
| 2. Inverter: <u>5</u> Years | 4. Installation: <u>10</u> Years |

The attached forms, Exhibit B-1 Financial Statement and Exhibit B-2 Request For Payment must be completed and submitted to receive reimbursement of your grant award along with all required reports and supporting documentation.

Please print or type all information.

Exhibit B-1, Financial Statement

- The Grantee Name must match the name on your Grant Agreement.
- Enter your complete address.
- On the Date line, enter the date you are completing this form.
- Enter the grant number exactly as it appears on your Grant Agreement.
- Enter your Federal Tax Identification Number.
- Column A.-Enter any additional budget lines that are applicable.
- Column B.-Enter the total amount of funding for each budget line approved in agreement.
- Column C.-Enter the date of the reporting period and expenditures for each of the budget categories.
Note: Expenditure dates must be within grant period and cannot exceed allowable budget amount of agreement.
- Column D.-Enter all expenditures. This includes previous and current expenditures by budget category.
- Column E.-Subtract total expenditures from grant agreement amount. (Column B minus Column D equals Column E)
- Column F. -Enter amount of expenditures that are not funded through the ODOD, if applicable.
- Column G.-Enter the total cost to date for this project. (Column D plus Column F equals Column G)
- Read the Grantee Certification, sign and date the form.

Exhibit B-2, Request For Payment

- The Grantee Name must match the name on your Grant Agreement.
- Enter your complete address.
- Enter the number of this request; for example, if this is the first request for payment submitted enter #1, second request enter #2, etc.
- On the Date line, enter the date you are completing this form.
- Enter the grant number exactly as it appears on your Grant Agreement.
- Enter your Federal Tax Identification Number.
- Line A. -Enter the total amount of funding approved in agreement.
- Line B.-Equals year to date expenditures same as the amount reported on Exhibit B-1, Column D.
- Line C.-Enter the total amount of funds received from previous requests, if applicable.
- Line D.-Enter the total amount of funds received from previous requests that have not been received at the time of this request, if applicable.
- Line E.-Enter the amount requested for reimbursement for this reporting period. (Equals same amount as reported on Exhibit B-1, Column C.)
- Line F. -Equals the total of line C plus line D plus line E.
- Line G.-Agreement balance equals line A minus line F.
- Read the Grantee Certification, sign and date the form.
- Attached all required documentation.

**EXHIBIT B.1
FINANCIAL STATEMENT**

PLEASE PRINT ALL INFORMATION

GRANTEE NAME: _____ DATE: _____
 ADDRESS: _____ GRANT NO.: _____
 FEDERAL TAX # _____

A.	B.	C.	D.	E.	F.	G.
BUDGET CATEGORIES	TOTAL GRANT AGREEMENT BUDGET	ODOD PROJECT EXPENDITURES THIS PERIOD	TOTAL ODOD PROJECT EXPENDITURES YEAR TO DATE	GRANT BALANCE REMAINING	NON-ODOD PROJECT FUNDS EXPENDED	TOTAL PROGRAM COST

FROM: _____ TO: _____
 FROM: _____ TO: _____

Contractual				\$ -		\$ -
Equipment				\$ -		\$ -
Supplies				\$ -		\$ -
Personnel				\$ -		\$ -
Fringe				\$ -		\$ -
Travel				\$ -		\$ -
Other:				\$ -		\$ -
TOTAL EXPENDITURES	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

GRANTEE CERTIFICATION: I hereby certify that the above amounts are true and accurate to the best of my knowledge and that all expenditures are solely for the purpose set forth in the agreement:

AUTHORIZED SIGNATURE: _____
 DATE: _____
 PRINT NAME: _____
 TITLE: _____

FOR STATE USE ONLY

MONITOR SIGNATURE _____ DATE: _____

PRINT NAME: _____

- A. Enter any additional budget lines that are applicable.
- B. Enter the total amount of funding for each budget line approved in agreement.
- C. Enter the date of the reporting period and expenditures for each of the budget categories.
 Note: Expenditure dates must be within grant period and cannot exceed allowable budget amount of agreement.
- D. Enter all expenditures. This includes previous and current expenditures by budget category.
- E. Subtract total expenditures from grant agreement amount. (Column B minus Column D equals Column E)
- F. Enter amount of expenditures that are not funded through the ODOD, if applicable.
- G. Enter the total cost to date for this project. (Column D plus Column F equals Column G)

Logged by: _____

**EXHIBIT B.2
REQUEST FOR PAYMENT**

PLEASE TYPE ALL INFORMATION

GRANTEE NAME: _____ REQUEST #: _____
 ADDRESS: _____ DATE: _____
 _____ GRANT NO.: _____
 _____ FED TAX #: _____

A. TOTAL OF APPROVED AGREEMENT _____
 B. EXPENDITURES TO DATE _____
 C. TOTAL OF FUNDS RECEIVED TO DATE _____
 D. TOTAL FUNDS REQUESTED BUT NOT YET RECEIVED _____
 E. FUNDS REQUESTED THIS PERIOD _____
 F. TOTAL FUNDS RECEIVED AND REQUESTED \$ _____
 G. AGREEMENT BALANCE \$ _____

H. FUNDS REQUESTED THIS REPORT PERIOD

GRANTEE CERTIFICATION: I hereby certify that the above amounts are true and accurate to the best of my knowledge and that all expenditures are solely for the purpose set forth in the agreement.

ALL REQUESTS FOR PAYMENTS MUST INCLUDE SUPPORTING DOCUMENTATION FOR ALL EXPENDITURES

PLEASE RETURN TO: _____ DATE: _____
 OHIO DEPARTMENT OF DEVELOPMENT AUTHORIZED _____
 OHIO ENERGY OFFICE SIGNATURE: _____
 P.O. BOX 1001 PRINTED NAME: _____
 COLUMBUS, OHIO 43266-0101 TITLE: _____

FOR STATE USE ONLY

GRANTOR CERTIFICATION:

FISCAL APPROVAL

An encumbrance is hereby certified to merit payment in accordance with conditions of the Agreement.

MONITOR APPROVAL

Performance of Grantee to date is hereby certified to merit payment and all reports and supporting documentation have been submitted in accordance with conditions of the Agreement.

Authorized Signature: _____
 Printed Name: _____
 Date: _____

Authorized Signature: _____
 Printed Name: _____
 Date: _____

- A. Enter the total amount of funding approved in agreement.
- B. Equals year to date expenditures same as the amount reported on Exhibit B-1, Column D.
- C. Enter the total amount of funds received from previous requests, if applicable.
- D. Enter the total amount of funds received from previous requests that have not been received at the time of this request, if applicable.
- E. Enter the amount requested for reimbursement for this reporting period. (Equals same amount as reported on Exhibit B-1, Column C.)
- F. Equals the total of line C plus line D plus line E.
- G. Agreement balance equals line A minus line F.

Logged by: _____



Department of Development

Ted Strickland, Governor
Lee Fisher, Lt. Governor
Director, Ohio Department of Development

COMPLIANCE WITH OHIO REVISED CODE SECTION 2909.33
DECLARATION REGARDING ASSISTANCE TO TERRORIST ORGANIZATION

Table with 4 columns: Name, Address, City, Contact, Date, Zip. Name: Sycamore Township of Hamilton County, Date: 7/14/2009, Address: 8540 Kenwood Road, City: Cincinnati, State: Ohio, Zip: 45236, Contact: Greg Bickford (513) 791-8447

Part I: OBM Pre-certification Result (to be completed by Ohio Department of Development staff)
Individual or entity identified above is included in the OBM pre-certification database: YES: NO: X
Date of database review: 7/14/2009 By: Michelle Thomas, Fiscal Specialist (614) 466-6797

Part II: Certification of DMA Compliance by Vendor, Grantee or Borrower

The Ohio Department of Development determined that the person or entity identified above was not listed in the DMA pre-certification database maintained by the Ohio Office of Budget and Management as of the database review date shown. Therefore, this certification must be completed and returned to the Ohio Department of Development to verify compliance with Ohio Rev. Code § 2909.33. Check only one:

The aggregate value of all business done with, and funds received from, the State or any of its political subdivisions by the person or entity identified above, including the value of the Department of Development contract identified above, is less than \$100,000 for the current fiscal year (July 1, 2009-June 30, 2010).

The person or entity identified above completed the on-line pre-certification with the Ohio Office of Budget and Management after the database review date shown above. For online pre-certification, go to http://business.ohio.gov/efiling/help/dma.stm

The person or entity identified above has completed the Declaration Regarding Material Assistance - No Assistance to a Terrorist Organization and is returning the Declaration with this certification. (Form available at http://www.homelandsecurity.ohio.gov/DMA_Terrorist/HLS_0038_Contracts.pdf)

The person or entity identified above is a federally insured depository institution or an affiliate of such a depository institution as further described in Ohio Rev. Code § 2909.33(H)(6).

X The person or entity identified above is a State agency, instrumentality or political subdivision of the State.

By: _____

Printed Name: _____

Title: _____