



Council Business Meeting

June 20, 2023

Agenda Item	Approval of Special Procurement for Photovoltaic Solar Installation at the City's Incorporation Yard (90 N. Mountain) by Stracker Solar Inc.		
From	Scott Fleury PE Thomas McBartlett III	Public Works Director Electric Utility Director	
Contact	Scott.fleury@ashland.or.us thomas.mcbartlett@ashland.or.us		
Item Type	Requested by Council <input type="checkbox"/> Update <input type="checkbox"/> Request for Direction <input checked="" type="checkbox"/> Presentation <input type="checkbox"/>		

SUMMARY

Before the Council is a request to approve a special procurement (Direct Award Contract) with Stracker Solar Inc. for installation of Photovoltaic (PV) Solar equipment at the City's Incorporation Yard, located at 90 North Mountain Avenue. This is the second phase associated with the previously authorized Memorandum of Understanding (MOU). The MOU established a partnership between the City and Stracker solar to develop a grant application and associated documentation for the Oregon Department of Energy's (ODOE) Community Renewable Energy Grant Program (CREP) grant. Per the MOU if awarded a grant upon application the City was to contract with Stracker Solar Inc. for the construction phase.

POLICIES, PLANS & GOALS SUPPORTED

VISION STATEMENTS for Success:

- Ashland is a resilient, sustainable community that maintains the distinctive quality of place for which it is known
- We will continue to be a unique and caring city that stresses environmental conservation, fosters artistic expression, and is open to new ideas and innovation
- We will plan and direct our efforts to fulfill this Vision for the long term with a constant view toward being an open, welcoming community for all with a positive economic future

Community:

- Environmental resilience, including addressing climate change and ecosystem conservation

Organization:

- Quality infrastructure and facilities through timely maintenance and community investment

CEAP Goals: Buildings + Energy

- BE-1-2 Encouraging on-site and community solar energy production
- BE-1-3. Facilitate and encourage solar energy production.
- BE-1-4. Enhance production of on-site solar energy from City facilities.
- BE-3-1 Installing solar at City facilities

PREVIOUS COUNCIL ACTION

The Council previously authorized entering into a Memorandum of Understanding with Stracker Solar for development of an Oregon Department of Energy (ODOE) Community Renewable Energy (CREP) Grant.

Council Business Meeting Staff Report: [Staff Report - May 17, 2022](#)





Council Business Meeting

Council Business Meeting Minutes: [Minutes - May 17, 2022](#)

BACKGROUND AND ADDITIONAL INFORMATION

A Special Procurement is used for the purpose of seeking an exemption from the formal competitive bid process required under Ashland Municipal Code 2.50.090 (G) (AMC), when a good or service price exceeds \$100,000. The special procurement process defines a custom contracting or alternative contracting approach and can be approved by the City Council per the AMC. The Special Procurement Approval Request Form (written findings), is attached for Council consideration and review.

Strackers are highly efficient, reliable and robust solar power systems. By following the exact location of the sun all day, every day, these dual-axis solar trackers produce 50-70% more electricity than traditional rooftop or fixed ground-mounted solutions with the same number and type of panels. In addition, Strackers allow full use of the ground below, since the powerful PV array is elevated atop a 20-foot steel pole. This unique feature makes them optimally suited for parking lots. The construction phase of the project is meant to install 75 kW Stracker PV systems in the City's incorporation yard located at 90 North Mountain within the parking lot area. The system will also include electric vehicle charging stations and battery backup.

FISCAL IMPACTS

The fiscal impact associated with approval of the special procurement and work leading to this point, are all associated with the staff time across multiple departments necessary to bring previous and current actions before Council. There will be additional staff time necessary to coordinate with Stracker Solar for the construction and start up phases moving forward. The construction phase is supported by the ODOE CREP Grant received by the City of Ashland. The total not to exceed grant amount from ODOE is \$940,000 and will support the installation and connection of 6 Stracker Systems (75kW, electric vehicle charging stations and battery backup.

STAFF RECOMMENDATION

Staff recommends Council approve the special procurement.

ACTIONS, OPTIONS & POTENTIAL MOTIONS

I Move to approve a special procurement "direct award" with Stracker Solar for installation of Stracker PV systems at the City's incorporation yard, located at 90 North Mountain Avenue per the Oregon Department of Energy approved grant application.

REFERENCES & ATTACHMENTS

Attachment #1: Form 9 – Special Procurement
(MOU, Grant Award, MOU Staff Report – included)

Attachment #2: Site Layout Schematic

SPECIAL PROCUREMENT REQUEST FOR APPROVAL

To: Joseph Lessard, City Manager
From: Scott Fleury PE, Public Works Department
Date: June 20, 2023
Subject: REQUEST FOR APPROVAL OF A SPECIAL PROCUREMENT

In accordance with ORS279B.085, this request for approval of a Special Procurement is being presented to the City Council for approval. This written request for approval describes the proposed contracting procedure and the goods or services or the class of goods or services to be acquired through the special procurement and the circumstances that justify the use of a special procurement under the standards set forth ORS 279B.085(4).

- 1. Requesting Department Name: City of Ashland Public Works
2. Department Contact Name: Scott Fleury PE, Public Works Director
3. Type of Request: Class Special Procurement X Contract-specific Special Procurement
4. Time Period Requested: From 7/1/2023 To 6/30/2024
5. Total Estimated Cost: \$0, cost is covered by Oregon Department of Energy Community Renewable Grant
6. Short title of the Procurement: Direct award of contract to Stracker Solar for installation of PV systems.

Supplies and/or Services or class of Supplies and/or Services to be acquired: Stracker PV Systems, associated appurtenances and connections to the City of Ashland Electric facilities to be located at 90 North Mountain Avenue within the City’s incorporation yard.

7. Background and Proposed Contracting Procedure: Provide a description of what has been done in the past and the proposed procedure. The Agency may, but is not required to, also include the following types of documents: Notice/Advertising, Solicitation(s), Bid/Proposal Forms(s), Contract Form(s), and any other documents or forms to be used in the proposed contracting procedure. Attach additional sheets as needed.

Background: The City of Ashland entered into a City Council approved Memorandum of Understanding (MOU) with Stracker Solar on June 24, 2022. The MOU included two distinct phases, one included working with the City to develop a grant application package for the Oregon Department of Energy’s Community Renewable Energy Grant Program and the second included the construction phase for installation of a resilient Stracker PV system on City property located at 90 North Mountain Avenue. The construction phase is meant to install Stracker PV systems within the existing parking lot area of the City’s incorporation yard. Strackers are highly efficient, reliable and robust solar power

systems. By following the exact location of the sun all day, every day, these dual-axis solar trackers produce 50-70% more electricity than traditional rooftop or fixed ground-mounted solutions with the same number and type of panels. In addition, Strackers allow full use of the ground below, since the powerful PV array is elevated atop a 20-foot steel pole. This unique feature makes them optimally suited for parking lots.

The proposed solar/resiliency project will provide the Service Center with the highest efficiency Stracker Solar plus provision for future Vehicle to Grid (V2G) Electric Vehicle Charging Stations (EVCS) to allow the charging of electric vehicles when the electric grid is down and to allow use of the electric vehicle batteries as storage in future V2G applications.

Proposed procedure: The proposed procedure is to directly contract with Stracker Solar for the construction phase of the project per the previous authorized MOU.

8. Justification for use of Special Procurement: Describe the circumstances that justify the use of a Special Procurement. Attach relevant documentation.

Per Ashland Municipal Code 2.50.020 Purpose: The City shall endeavor to utilize local suppliers of materials and services whenever practical and feasible while seeking to obtain the lowest and best responsible bid, quotation or proposal. Stracker is a locally owned and managed company. The construction and installation will be performed with local resources and funded 100% through the ODOE CREP project.

Memorandum of Understanding Attached.
City Council Staff Report for MOU approval attached.
Executed ODOE Grant Application

9. Findings to Satisfy the Required Standards: This proposed special procurement:

 X (a) will be unlikely to encourage favoritism in the awarding of public contracts or to substantially diminish competition for public contracts because:

(Please provide specific information that demonstrates how the proposed Special Procurement meets this requirement.); **and**

 X (b)(i) will result in substantial cost savings to the contracting agency or to the public because:

The project is 100% grant funded through the ODOE CREP program.

(Please provide the total estimate cost savings to be gained and the rationale for determining the cost savings); **or**

 (b)(ii) will otherwise substantially promote the public interest in a manner that could not practicably be realized by complying with the requirements of ORS 279B.055, 279B.060, 279B.065, or 279B.070, or any rules adopted thereunder because:

(Please provide specific information that demonstrates how the proposed Special Procurement meets this requirement.)

Public Notice:

Pursuant to ORS 279B.085(5) and OAR 137-047-0285(2), a Contracting Agency shall give public notice of the Contract Review Authority's approval of a Special Procurement in the same manner as a public notice of competitive sealed Bids under ORS 279B.055(4) and OAR 137-047-0300. The public notice shall describe the Goods or Services or class of Goods or Services to be acquired through the Special Procurement and shall give such public notice of the approval of a Special Procurement at least seven (7) Days before Award of the Contract.

After the Special Procurement has been approved by the City Council, the following public notice will be posted on the City's website to allow for the seven (7) day protest period.

Date Public Notice first appeared on www.ashland.or.us – *June 21, 2023.*

PUBLIC NOTICE
Approval of a Special Procurement

First date of publication: *June 21, 2023*

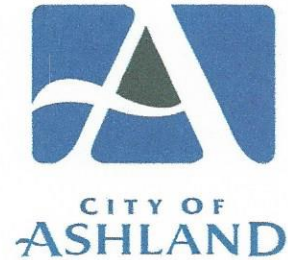
A request for approval of a Special Procurement was presented to and approved by the City Council, acting as the Local Contract Review Board, on *June 20, 2023.*

This special procurement is contract specific and a direct award for installation of Stracker Solar PV systems at the City of Ashland's incorporation yard, located at 90 North Mountain. The City entered into a memorandum of understanding with Stracker Solar to develop grant application materials for the Oregon Department of Energy's Community Renewable Energy Grant Program. The application was successful and the City and Stracker wish to enter into a formal contract for the construction phase.

It has been determined based on written findings that the Special Procurement will be unlikely to encourage favoritism in the awarding of public contracts or to substantially diminish competition for public contracts, and result in substantial cost savings or substantially promote the public interest in a manner that could not be realized by complying with the requirements that are applicable in ORS 279B.055, 279B.060, 279B.065, or 279B.070.

An affected person may protest the request for approval of a Special Procurement in accordance with ORS 279B.400 and OAR 137-047-0300. A written protest shall be delivered to the following address: *City of Ashland, Public Works, Scott Fleury, PE. 20 East Main Street, Ashland Oregon, 97520.* The seven (7) protest period will expire at 5:00pm on *June 28th, 2023.*

This public notice is being published on the City's Internet World Wide Web site at least seven days prior to the award of a public contract resulting from this request for approval of a Special Procurement.



MEMORANDUM OF UNDERSTANDING ("MOU")

PARTIES:

Stracker Solar 645 A Street Ashland, Oregon 97520	(hereinafter "Stracker")
City of Ashland, Oregon 20 East Main Street Ashland, Oregon 97520	(hereinafter the "City of Ashland")

Stracker and the City of Ashland, hereinafter referred to collectively as the "Parties," recognize the following:

- I. The City of Ashland is a municipal corporation in Southern Oregon that provides services to its citizens. The City of Ashland manages its own electric utility.
- II. The Parties aim to work together to develop a grant proposal for a 100% funded Oregon Department of Energy (ODOE) Community Resilient Energy Program (CREP) grant project to install a 75 kW elevated dual-axis solar tracking system, coupled with a 75 kW battery backup system, for the City of Ashland's Electric Department at the Ashland Service Center (hereinafter the "Project"). The installation will provide resilient solar electricity for critical services of the Electric Department and for Ashland Fiber Network (AFN) internet communications during periods of electrical outage.
- III. The Parties desire to perform the activities under this MOU solely in furtherance of the purpose stated above.

NOW THEREFORE, in an effort to advance the collaboration between the Parties as set forth in this MOU, the Parties hereby agree to the following:

1) Stracker Responsibilities:

A. Stracker will lead the grant writing and submittal process for the CREP grant which is currently due on July 7, 2022.

B. If successful in obtaining the CREP grant, Stracker will lead all aspects of project development and construction for the Project including, but not limited to, budgeting, utility interconnection, regulatory certification, design, engineering, subcontracting and construction. Stracker will place an emphasis on minimizing City staff time on the Project.

2) City of Ashland Responsibilities:

A. The City of Ashland will work with Stracker to facilitate a proper grant submittal and access to grant funding if awarded.

B. The City of Ashland and its Electric Department will provide Letters of Intent indicating their intention to perform the Project in the event of a successful grant award.

C. Upon notice of a successful grant award, the City of Ashland will provide contract and technical assistance necessary to allow the timely installation and interconnection of the Project.

3) Mutual Responsibilities:

A. The Parties will work in partnership to achieve the goals of procuring grant funding for the installation of a code-approved, highest efficiency elevated dual-axis tracking and battery system at the Ashland Service Center.

B. The Parties will ensure engagement of all relevant stakeholders throughout the development process.

C. The Parties commit to communicating and sharing information as needed to effectively develop the Project.

D. The Parties will record and share lessons learned from Project implementation.

4) Third Party Consultants: From time to time throughout the term of this MOU, the Parties may find it advisable to consult with third-party advisors, engineers, or other professionals in order to achieve the purposes described in this MOU. In those instances where the Parties agree to consult with a third-party, the Parties will obtain a cost estimate from the agreed upon third-party and may, upon further agreement in writing, share the cost of such consulting services.

5) Confidentiality: Except in the furtherance of its responsibilities hereunder, the Parties shall not disclose any Confidential Information without the prior written consent of the

respective owner of the Confidential Information and shall disclose Confidential Information only to the Parties' employees or contractor on a "need to know" basis, provided that such employee or contractor agrees to comply with the terms of this Section 5. As used herein, the term "Confidential Information" means any technical, financial, or other business information, marked "proprietary" or "confidential," of the Parties, including but not limited to information about client lists, business process documents, and other information. The Parties' obligations under this Section 5, shall not apply, or shall cease to apply to the extent that Confidential Information: (i) is or hereafter becomes generally known or available to the public or interested persons through no breach of this section by the Parties; (ii) is rightfully known to the Parties without restriction on disclosure at the time of its receipt from the respective owner of the Confidential Information; (iii) is rightfully furnished to one or more of the Parties by a third party without breach of an obligation of confidentiality; (iv) is independently developed by one or more of the Parties without use or reference to the Confidential Information; or (v) is required to be disclosed by applicable law or pursuant to order of the court, administrative agency, or other governmental body, provided the Party in question provides not less than ten (10) day's prior notice to the respective owner of the Confidential Information for the owner to seek a protective order.

- 6) **Term and Termination:** This MOU will commence on the date it is signed by both Parties (hereinafter the "Effective Date"). If it is signed on separate dates, the latter date shall be the Effective Date. This MOU shall continue in full force and effective until December 30, 2025, unless earlier terminated as set forth herein. Either Party may terminate this MOU for any reason with not less than thirty (30) days' prior written notice to the other. Section 5, Confidentiality, shall survive any termination or expiration of this MOU.
- 7) **Avoidance of Conflict:** This MOU expresses the intent of the Parties to enter into discussions with respect to potentially mutually beneficial collaboration efforts; however, the Parties agree that nothing in this MOU will give rise to any legally binding or enforceable obligation, liability, or agreement on the part of either Party. Without limitation, nothing in this MOU shall prevent either party from discussing, pursuing, submitting bids, or being awarded business opportunities that may arise as a result of or related to work performed in connection to this MOU.
- 8) **Relationship of the Parties.** Nothing in this MOU shall be deemed to constitute a partnership or joint venture between the Parties. Nothing in this MOU shall constitute any Party to be the agent of the other Party for any purpose, except as explicitly granted by one Party to the other Party in writing and separate from this MOU.

IN WITNESS WHEREOF, the Parties hereto, by their duly authorized representatives, have executed this MOU on the dates set forth below.

STRACKER SOLAR:

CITY OF ASHLAND:

Signature:  _____

Signature:  _____

Printed Name: JEFF SHARPE

Printed Name: Sabina Lotta

Title: President, Stracker Solar

Title: Deputy City Manager

Date: 6/24/2022

Date: 6/24/2022

Council Business Meeting

May 17, 2022

Agenda Item	Oregon Department of Energy Community Renewable Energy Grant Application Approval	
From	Joseph Lessard Scott Fleury, PE	City Manager Public Works Director
Contact	Joe.Lessard@ashland.or.us Scott.fleury@ashland.or.us	

SUMMARY

Before the Council is a request to approve a blanket grant application process for the Oregon Department of Energy (ODOE) Community Renewable Energy Grants (CREP) for the next three years for projects that benefit the City and Community at large.

POLICIES, PLANS & GOALS SUPPORTED

City Council Goals:

- Emergency Preparedness
- Address Climate Change

CEAP Goals: Buildings + Energy

- BE-1-2 Encouraging on-site and community solar energy production
- BE-1-3. Facilitate and encourage solar energy production.
- BE-1-4. Enhance production of on-site solar energy from City facilities.
- BE-3-1 Installing solar at City facilities

Department Goals:

- Maintain existing infrastructure to meet regulatory requirements and minimize life-cycle costs
- Deliver timely life cycle capital improvement projects
- Maintain and improve infrastructure that enhances the economic vitality of the community
- Evaluate all city infrastructure regarding planning management and financial resources

PREVIOUS COUNCIL ACTION

The ODOE program was discussed at the May 3rd, 2022 Business Meeting and staff was directed to bring back an action item to Council at the May 17th, 2022 Business Meeting.

BACKGROUND AND ADDITIONAL INFORMATION

House Bill 2021 created a \$50 million fund at ODOE to provide grants for planning and developing community renewable energy and energy resilience projects.

The Community Renewable Energy Grant Program (CREP) is open to Oregon Tribes, public bodies, and consumer-owned utilities. Public bodies include counties, municipalities, and special government bodies such as ports and irrigation districts. Grants are awarded on a competitive basis and priority will be given to projects that support program equity goals, demonstrate community energy resilience, and include energy efficiency and demand response.

At least half of the grant funds will be awarded for projects that serve environmental justice communities, including communities of color, lower-income communities, rural communities, and others. Similarly, at least half of the grant funds will be awarded to projects that support community energy resilience.

Grant dollars are available for four types of projects:

- planning a renewable energy project
- planning a renewable energy project that also has a resilience component
- construction of a renewable energy project
- construction of a renewable energy project with a resilience component

Eligible projects include renewable energy generation systems like solar or wind, and energy storage systems, electric vehicle charging stations, or microgrid technologies paired with new or existing renewable energy systems. **Eligible applicants are encouraged to partner with community groups, non-profits, private businesses, and others on potential projects.**

ODOE will offer grants up to \$100,000 for eligible planning projects and up to \$1 million for eligible construction projects. Planning grants can cover up to 100 percent of eligible costs for renewable energy and energy resilience projects. Construction grants for renewable energy projects can cover up to 50 percent of eligible costs, while construction grants for resilience projects can cover up to 100 percent. Awards will be made on a competitive basis, and priority will be given to projects that support energy resilience and that serve qualifying communities, including communities of color, low-income communities, Tribes, rural areas, and other traditionally underserved groups.

Grant Applications for the 2022 cycle are due by June 10th, 2022.

City staff have been in discussions with various community organizations regarding the additional of solar at City Facilities. The Ashland Solar Coop is interested in leasing roof space on City buildings to install community solar and they have reached out to staff regarding locations at the service center located at 90 North Mountain, and inquired about other general locations.

Potential grant applications by the City include:

1. Battery resilience as part of the water treatment plant project
2. Solar, batteries & microgrid resilience for the service center that support AFN, general operations and the Emergency Operations Center (EOC)
3. Solar at the Ashland Municipal Airport
4. Solar at the Hardesty property and potential resilience and microgrid applications

In working with the Ashland Solar Coop staff recommends at a minimum applying for planning level funding of approximately \$30 to \$50 thousand to support the planning effort for resilience associated with a community solar project at the operations yard, located at 90 North Mountain for the 2022 application process.

The resilience component associated with a community solar for the cluster of buildings located at the operations yard would be to couple stationary battery storage and a microgrid that can function with the diesel generator at the EOC when the grid is down. Electric Vehicles (EV's) can potentially add battery storage for the microgrid which would allow fully charged EV's to deliver power to the microgrid. This resilience piece needs to be tied to photovoltaic systems on the buildings in the cluster.

Additional benefits of a community solar agreement and project could include providing assistance to low income residents who are subscribers to the program through a subsidized subscription rate. Grant priority is given to projects that support energy resilience and that serve qualifying communities, including communities of color, low-income communities, Tribes, rural areas, and other traditionally underserved groups.

FISCAL IMPACTS

Direct fiscal impacts are associated with staff time to process grant applications and work with community partners. Other impacts include the potential addition of a revenue stream from lease rights associated with community solar projects constructed on city property or facilities.

STAFF RECOMMENDATION

Staff recommends Council authorize the City Manager to approve staff supported grant applications through the Community Renewable Energy Grant process managed by the Oregon Department of Energy.

ACTIONS, OPTIONS & POTENTIAL MOTIONS

I move to delegate grant application decisions to the City Manager for applications through the Oregon Department of Energy's Community Renewable Solar Grant program for the next three years.

I move to authorize the City Manager ability to sign a final legal approved Memorandum of Understanding with the Ashland Solar Coop.

I move to take no action on the matter.

REFERENCES & ATTACHMENTS

Attachment #1: Draft Ashland Solar Coop and City of Ashland Memorandum of Understanding

Attachment #2: HB 2021 Fact Sheets

**STATE OF OREGON DEPARTMENT OF ENERGY
PERFORMANCE AGREEMENT
(Community Renewable Energy Grant Program)**

This Agreement is between the State of Oregon, acting by and through its Department of Energy, hereinafter referred to as "Agency," and City of Ashland, hereinafter referred to as "Grantee."

Administrators of this Agreement are:

GRANTEE	AGENCY
Administrator: Joe Lessard	Administrator: Pandian Krishnaswamy
Title:	Title: Energy Services Manager
Address: 20 East Main Street Ashland, OR 97520	Address: 550 Capitol Street NE Salem, OR 97301
Phone: (541) 488-6002	Phone: (503) 378-4040
Fax:	Fax:
Email: Joe.lessard@ashland.or.us	Email: community.grants@energy.oregon.gov
Federal ID #: 93-6002117	

AGREEMENT

- 1. Authority.** This Agreement is authorized by Oregon Laws 2021, chapter 508, sections 29 through 32 (House Bill 2021 and Oregon Administrative Rule Chapter 330 Division 250).
- 2. Definitions.**

"Community renewable energy project" means one or more renewable energy systems, storage systems, microgrids or energy-related infrastructure that promote energy resilience, increase renewable energy generation or renewable energy storage capacity and provide a direct benefit to a particular community in the form of increased community energy resilience, local jobs, economic development or direct energy costs savings to families and small businesses.

"Partner" means an entity listed as a partner to an eligible applicant on an application for a grant award. A partner may be a federally recognized Oregon Indian tribe, public body, nonprofit entity, private business with a business site in Oregon, or owner of a rental property in Oregon.

"Planning costs" means the costs related to planning paid by an applicant described under Oregon Laws 2021, chapter 508, section 30.

"Project cost" means the actual cost of the acquisition, construction and installation of a renewable energy system incurred by an applicant, before considering utility incentives.

"Renewable energy system" includes:

- (a) A system that uses biomass, solar, geothermal, hydroelectric, wind, landfill gas, biogas or wave, tidal or ocean thermal energy technology to produce energy.
- (b) One or more energy storage systems paired with an existing or newly constructed system described in paragraph (a) of this section.

(c) One or more vehicle charging stations paired with an existing or newly constructed system described in paragraph (a) of this section.

(d) Microgrid enabling technologies paired with an existing or newly constructed system described in paragraph (a) of this section, including microgrid controllers and any other related technologies needed to electrically isolate a community energy resilience project from the electric grid so that the project is capable of operating independently from the electric grid.

3. **Effective Date and Duration.** This Agreement shall become effective on the date this Agreement is fully executed and approved as required by applicable law (the "Effective Date"). Grantee shall have 30 calendar days from the date on which this performance agreement is provided to Grantee to accept the performance agreement. Grantee's failure to accept this performance agreement by the deadline may cause rejection of the grant application and the performance agreement may be terminated. Unless earlier terminated, amended or extended, this Agreement shall expire **54 months from the execution date.**
4. **Agreement Documents.** This Agreement consists of the following documents, which are listed in descending order of precedence: this Agreement less all Exhibits, Exhibit A (Project Description), Exhibit B (Agency's Opportunity Announcement #22-003), Exhibit C (Reporting Forms), Exhibit D (Financial Reporting Guidance) and Exhibit E (Grantee's Application). Exhibits A, C and D are attached hereto, Exhibit C is also available online through the online reporting portal, Exhibit B is available to view online on Agency's website, and Exhibit E is available from the online application portal for the Community Renewable Energy Grant Program. All Exhibits are incorporated herein by this reference.
5. **Grant.** In accordance with the terms and conditions of this Agreement, Agency shall provide Grantee an amount not to exceed **\$940,000** ("Grant" or "Grant Monies") for the purpose of constructing the Community Renewable Energy Project described in Exhibit A (the "Project"). Agency shall pay Grantee from monies dedicated from the Community Renewable Investment Fund. Disbursement of Grant Monies is contingent, as of the time of disbursement, on Agency having received sufficient expenditure authorizations to allow Agency, in the exercise of its reasonable administrative discretion, to make the disbursement.
6. **Reporting.**
 - a. **Quarterly Reporting.** Grantee must submit Quarterly Reports beginning the first calendar quarter following the Effective Date of this Agreement and each calendar quarter thereafter until the Project is complete. Reports are due by the 15th day of the month immediately following the end of each quarter (January 15th, April 15th, July 15th, October 15th). Quarterly Reports shall be submitted using the Quarterly Report Form in the online reporting portal, as it may be modified from time to time by Agency.
 - b. **Final Report.** Grantee must submit a Final Report promptly after commencement of operation of the Project, and before receiving final payment of funds from Agency. The Final Report must be submitted using the Final Report Form provided in online reporting portal, as it may be modified from time to time by Agency, and must be accompanied by the required information, including but not limited to, items described below. If any aspect of the Project is inspected by any entity, the Final Report must include a copy of the inspection report(s).
 1. An account of total Project Costs that identifies all funding sources and includes all receipts, paid invoices, cancelled checks (if applicable), and bank loan or promissory note documentation. If the

total Project Costs are \$50,000 or more, Grantee must also include an independent Certified Public Accountant's attestation to the validity and accuracy of the account.

2. If a description of how disadvantaged business enterprises, emerging small businesses, or businesses that are owned by minorities, women, or disabled veterans would be involved in the Project was provided in the application, proof of their involvement or a statement of why they were not involved.
 3. If they pay property taxes, proof that Grantee or owner of the Project's location, if other than Grantee, is current on the property taxes for the Project's location.
- c. **Annual Reporting.** Grantee must submit Annual Reports for a period of five years, beginning one year after the Final Report is submitted. Annual Reports are due after the Project has been operational for at least six months and by the 15th day of January following each anniversary of the Final Report. The Annual Reports shall be submitted using the Annual Report Form provided in online reporting portal, as it may be modified from time to time by Agency.

7. Disbursement and Recovery of Grant.

a. Disbursement.

If requested by the Grantee, the Agency shall disburse up to 30% of the Grant Monies to Grantee upon execution of this performance agreement and receipt and approval of evidence that the Grantee has:

1. Taken meaningful steps to seek site control, including but not limited to an option to lease or purchase the site or an executed letter of intent or exclusivity agreement to negotiate an option to lease or purchase the site; and
2. Filed a request for interconnection with a host utility or appropriate transmission provider;
3. Provided an account of incurred Project Costs at the time of the disbursement request;
4. Demonstrated a need for use of the funds within 12 months of execution of this agreement.

Agency shall disburse, the remaining Grant Monies, up to 100 percent of the Grant Monies, to Grantee upon commencement of operation of the Project under this Agreement and submission of the final report, subject to all of the following conditions:

1. Agency shall not disburse an amount that exceeds the actual Project Costs;
2. Agency shall not disburse an amount that exceeds 100 percent of the Project Costs, when combined with other incentives or grants available to Grantee.
3. Grantee, or partner, has site control of the project location.
4. Grantee has complied with all the terms and conditions of this Agreement.
5. The project has been installed or constructed substantially as described in the application.

Agency may inspect the Project and audit all documentation relating to a project prior to disbursement. Commencement of operation of the Project is the point that all renewable system technologies detailed in the Project Description are in use.

- b. **Allowable Costs.** The Grant provided through this Agreement is a project development grant for the Project. Grant funds may be used only for eligible costs described in OAR 330-250-0100 and shall not be used for any other purpose. No Grant Monies will be disbursed for any changes to the Project unless such changes are approved by Agency by Amendment pursuant to Section 14.b hereof.

- c. **Recovery of Grant Monies.** Grantee shall repay Agency all Grant Monies if Grantee has not cured any default under Section 12 hereof within 30 days of notice of default by Agency, or such other longer period as may be set by Agency in its notice of default. Agency's notice that Grantee is in default shall specify a deadline for the repayment of the Grant Monies.
8. **Inspection.** Grantee shall allow Agency to inspect the Project or its proposed location at any time during project development, installation or construction during normal working hours, following reasonable notice by Agency to Grantee.
9. **Representations and Warranties of Grantee.** Grantee represents and warrants to Agency as follows:
- a. **Organization and Authority.** Grantee is a:

- Federally recognized Oregon Indian tribe
- Public body
- Consumer-owned Utility

Grantee has full power, authority and legal right to make this Agreement and to incur and perform its obligations hereunder, and the making and performance by Grantee of this Agreement: (1) have been duly authorized by all necessary action of Grantee, (2) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency or any provision of Grantee's organizational documents, and (3) do not and will not result in the breach of, or constitute a default or require any consent under, any other agreement or instrument to which Grantee is a party or by which Grantee or any of its properties may be bound or affected. No authorization, consent, license, approval of, filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by Grantee of this Agreement.

- b. **Binding Obligation.** This Agreement has been duly executed and delivered by Grantee and constitutes a legal, valid and binding obligation of Grantee, enforceable in accordance with its terms subject to the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights generally.
- c. **Location of System.** The Project will be permanently located in Oregon.
- d. **Authorizations.** Grantee will obtain all applicable licenses, permits, or other authorizations that are required for the Project. All required final inspections conducted by the authority having jurisdiction must be passed.
- e. **Full Disclosure.** Grantee has disclosed in writing to Agency all material facts related to the Project or the ability of Grantee to construct the Project. Grantee has made no false statements of fact to Agency, nor has it omitted information necessary to prevent any statements from being misleading. The information contained in this Agreement and Grantee's application for the Grant is true and accurate in all respects.
- f. **Release of relevant information.** The Grantee authorizes any incentivizing entity outside of the Agency to release all relevant information on this project to the Agency. This includes, but is not limited to, project information, incentives offered and received, and inspection results.

The warranties set forth above are in addition to, and not in lieu of, any other warranties set forth in this Agreement or implied by law.

10. Certain Covenants of Grantee.

- a. **Grant Monies.** Grantee shall vigilantly safeguard the Grant Monies received hereunder and maintain financial controls sufficient to protect such monies and ensure that the Grant Monies are used solely for the Project.
- b. **Start of Construction.** Construction of the Project shall commence within 12 months of execution of this agreement. Beginning construction means to start the physical assembly of the Project or its infrastructure at the project site. Guidance for what activities will be considered as beginning construction is available from Agency website.
- c. **Completion.** The Project shall commence operation within 36 months of the Effective Date of this Agreement. Construction of the Project is complete when the Project commences operation, this is the point that all renewable system technologies detailed in the Project Description are in use.

11. Records Maintenance and Access.

- a. **Access to Records.** Grantee acknowledges and agrees that Agency and the Oregon Secretary of State's Office and the federal government and their duly authorized representatives shall have access to such financial records and other books, documents, papers, plans, records of shipments and payments and writings of Grantee that are pertinent to this Agreement, whether in paper, electronic or other form, to perform examinations and audits and make excerpts, transcripts, and copies.
- b. **Retention of Records.** Grantee shall retain and keep accessible all books, documents, papers, plans, records, and writings, that are directly related to this Agreement, the Grant Monies or the Project for a minimum of 6 years, or such longer period as may be required by applicable law, following the later of (1) termination or expiration of this Agreement or (2) the date of the conclusion of any audit, controversy or litigation arising out of or related to this Agreement.

12. Default. Grantee shall be in default under this Agreement upon the occurrence of any of the following events:

- a. Grantee fails to perform, observe, or discharge any of its covenants, agreements, or obligations set forth herein;
- b. Any representation, warranty or statement made by Grantee herein or in any documents or reports relied upon by Agency to monitor implementation of the Project, the expenditure of Grant Monies or the performance by Grantee is untrue in any material respect when made;
- c. The Director of the Oregon Department of Energy determines that Grantee has violated the provisions of Oregon Laws 2021, chapter 508, sections 29 through 32 (House Bill 2021), or applicable rules;
- d. Grantee (i) applies for or consents to the appointment of, or taking of possession by, a receiver, custodian, trustee, or liquidator of itself or all or any substantial portion of its property, (ii) admits in writing its inability, or is generally unable, to pay its debts as they become due, (iii) makes a general assignment for the benefit of its creditors, (iv) commences a voluntary case under the U.S. Bankruptcy Code (as now or hereafter in effect), (v) files a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of

- debts, (vi) fails to controvert in a timely and appropriate manner, or acquiesces in writing to, any petition filed against it in an involuntary case under the U.S. Bankruptcy Code (as now or hereafter in effect), or (vii) takes any action for the purpose of effecting any of the foregoing; or
- e. A proceeding or case is commenced, without the application or consent of Grantee, in any court of competent jurisdiction, seeking (i) the liquidation, dissolution or winding-up, or the composition or readjustment of debts, of Grantee, (ii) the appointment of a trustee, receiver, custodian, liquidator, or the like of Grantee or of all or any substantial part of its assets, or (iii) similar relief in respect to Grantee under any law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, and such proceeding or case continues undismissed, or an order, judgment, or decree approving or ordering any of the foregoing is entered and continues unstayed and in effect for a period of sixty consecutive days, or an order for relief against Grantee is entered in an involuntary case under the U.S. Bankruptcy Code (as now or hereafter in effect).
 - f. **Remedies upon Default.** Upon the occurrence of Grantee's default under Section 12. b., d. or e, or if Grantee's default under Section 12.a. or c. is not cured within 30 calendar days of written notice thereof to Grantee from Agency or such longer period as Agency may authorize in its sole discretion, Agency may pursue any remedies available under this Agreement, at law or in equity. Such remedies include, but are not limited to, termination of Agency's obligation to make the Grant under this Agreement, return of the Grant Monies, payment of interest earned on the Grant Monies, and declaration of ineligibility for the receipt of future funding awards from Agency. If, as a result of Grantee's default, Agency demands return of the Grant Monies or payment of interest earned on the Grant Monies, Grantee shall pay the amount upon Agency's demand in accordance with Section 7.
 - g. **Failure to meet timeline.** If a grantee fails, or expects to fail, to commence construction within 12 months of the execution date of this agreement, complete the construction within the 36 months of the execution date of this agreement, or fails to submit all final reporting requirements within the time frame specified in this agreement, the grantee must notify the department in writing in a timely manner and no later than one month after the 12 month deadline for failing to commence construction, the 36 month deadline for failing to complete construction, and prior to the expiration date of this agreement for failing to submit the final reporting requirements. The notification must describe the cause of the delay, measures taken by the grantee to resolve the delay, and a revised timeline for completing the requirements. If the director determines that the grantee has demonstrated good cause for the delay, the department in its sole discretion may agree to an extended deadline. If the director determines that the grantee has not demonstrated good cause for the delay, the department may terminate the performance agreement and recover any Grant Monies released to the applicant.

13. Termination.

- a. **Termination for Convenience.** Either party may terminate this Agreement at any time prior to the expiration date of this Agreement upon 15 days of written notice to the other party. Upon termination under this Section 13.a by Grantee, Grantee shall repay Agency all amounts disbursed by Agency to Grantee under this Agreement. Upon termination by Agency, Agency will not be obligated to make payments for any work not completed by Grantee as of the date of the Notice of Termination.
- b. **Agency Termination.** Agency may terminate this Agreement:

1. Immediately upon written notice to Grantee, if Agency does not obtain sufficient funding and expenditure authorizations to allow Agency to meet its payment obligations under this Agreement.
2. Immediately one month after the first anniversary of the Effective Date of this Agreement if construction of the Project has not begun on or before the first anniversary of the Effective Date, or a notification of delay has not been received one month after the first anniversary. For purposes of this requirement, construction begins when physical assembly of the Project or its supporting infrastructure at the Project's location begins.
3. Immediately upon written notice to Grantee if state or federal laws, regulations, or guidelines are modified, changed or interpreted in such a way that Agency does not have the authority to provide Grant Monies for the Project or no longer has the authority to provide the Grant Monies from the funding source it had planned to use.

14. General Provisions.

- a. **Indemnification.** Grantee shall indemnify, defend (subject to ORS chapter 180), and hold harmless the State of Oregon and Agency and their officers, employees, and agents from all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature, resulting from, arising out of or relating to the activities of the Grantee or Grantee's officers, employees, sub-contractors, or agents under this Agreement.
- b. **Amendments.** This Agreement may be amended only by a written instrument signed by both parties. Any such amendment is effective only when fully executed and approved as required by applicable law. Requests for amendments must follow the process outlined in [OAR 330-250-0140](#).
- c. **Participation in Similar Activities.** This Agreement in no way restricts Grantee or Agency from participating in similar activities with other public or private agencies, organizations, or individuals, except that Grant Monies may not exceed 100 percent of the Project Costs, when combined with other incentives or grants available to Grantee.
- d. **No Third Party Beneficiaries.** The State of Oregon and Grantee are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly or indirectly, to a third person unless such a third person is individually identified by name herein and expressly described as an intended beneficiary of the terms of this Agreement.
- e. **Notices.** Except as otherwise expressly provided in this Agreement, any notice to be given hereunder to a party shall be given in writing by personal delivery, facsimile, email, or mailing the same, postage prepaid, to that party's Agreement Administrator at the address or number set forth on page 1 of this Agreement. Any communication or notice so addressed and mailed shall be effective 5 days after mailing. Any notice delivered by facsimile shall be effective on the day the transmitting machine generates a receipt of the successful transmission, if transmission was during normal business hours of the recipient, or on the next business day, if transmission was outside normal business hours of the recipient. Any notice given by email shall be effective upon the sender's receipt of confirmation

generated by the recipient's email system that the notice has been received by the recipient's email system. Any notice given by personal delivery shall be effective when actually delivered.

Either party may designate a different Agreement Administrator or change the contact information given herein by providing notice in the manner provided in this section and such change shall be effective without need for amendment under Section 14.b.

- f. **Governing Law, Consent to Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between Agency (and any other agency or department of the State of Oregon) and Grantee that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County in the State of Oregon. In no event shall this section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, from any Claim or from the jurisdiction of any court. Grantee hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum. If a Claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon.
- g. **Compliance with Law.** Grantee shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the Agreement or to the implementation of the Project. All employers, including Grantee, that employ subject workers who provide services in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126(2). Grantee shall require each of its subcontractors, if any, to comply with, and shall ensure that each of its subcontractors, if any complies with, these requirements.
- h. **Public Records.** Grantee acknowledges that all information and records submitted to Agency are subject to the Oregon Public Records Law, ORS 192.311 to 192.478. If Grantee believes that any information or records it submits to Agency contain trade secrets, as defined by ORS 192.345(2), or are otherwise exempt from disclosure under the Oregon Public Records Law, Grantee must identify such information or records with particularity and describe the bases for Grantee's belief that the information or records are exempt from disclosure.

Funding from the State of Oregon through this Agreement may be reported on Oregon Transparency, a state agency tool available for Oregonians to learn about how state government works, taxes are used, and more. The information on this website is provided to users for general knowledge and information. It excludes data and information that is confidential, protected, or private under state and federal laws, and is unaudited.

- i. **Oregon False Claims Act.**
 - 1. Grantee acknowledges that the Oregon False Claims Act, ORS 180.750 to 180.785, applies to any action or conduct by the Grantee pertaining to this Agreement that constitutes a "claim" (as defined by ORS 180.750 (1)). By its execution of this Agreement, the Grantee certifies the truthfulness, completeness, and accuracy of any statement or claim it has made, it makes, it may make, or causes to be made that pertains to this Agreement or the System for which the Agreement work is being performed. In addition to other penalties that may be applicable,

Grantee further acknowledges that if it makes, or causes to be made, a false claim or performs a prohibited act under the Oregon False Claims Act, the Oregon Attorney General may enforce the liabilities and penalties provided by the Oregon False Claims Act against Grantee. Nothing in this section or this Agreement may be construed as limiting or derogating from any authority granted the Oregon Attorney General under 180.750 to 180.785.

2. Grantee shall immediately report in writing, to the Agency, any credible evidence that a principal, employee, agent, or subcontractor of the Grantee, or any sub-grantee or other person, has made a false claim or committed a prohibited act under the Oregon False Claims Act, or has committed a criminal or civil violation of laws pertaining to fraud, bribery, gratuity, conflict of interest, or similar misconduct in connection with this Agreement or moneys paid by the Agency under this Agreement.
 3. Grantee must include subsections (i) through (ii) of this section in each subcontract or sub grant the Grantee may award in connection with the performance of this Agreement. In doing so, the Grantee may not modify the terms of those subsections, except to identify the subcontractors or sub grantee that will be subject to those provisions.
- j. **Sensitive Information.** Except for information that is already a matter of public record, Grantee shall not publish or otherwise disclose, except to Agency or as otherwise required by law, any information or data obtained hereunder from private individuals, organizations, or public agencies in a publication wherein the information or data furnished by or about any particular person or establishment can be identified, except with the written consent of such person or establishment. Unless otherwise required by law, information concerning the business of Agency, its financial affairs, and its relations with its clients and employees, as well as any other information that may be specifically classified as confidential by Agency, shall be kept confidential. Grantee shall instruct its employees and subcontractors to keep such information confidential by using the same care and discretion that they use with similar information that the Grantee designates as confidential.
- k. **Severability.** If any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if this Agreement did not contain the particular term or provision held to be invalid.
- l. **Assignment of Agreement, Successors in Interest.** Grantee shall not assign or transfer any interest in this Agreement without the prior written approval of Agency. Any such assignment or transfer, if approved, is subject to such conditions and provisions, as Agency may deem necessary, including without limitation that Agency shall have reasonable access to the facilities of the assignee or transferee to the same extent as to the facilities of Agency as described in Sections 8 and 11 hereof. No approval by Agency of any assignment or transfer shall be deemed to create any obligation of Agency in addition to those set forth in this Agreement nor will Agency's approval of an assignment or transfer relieve Grantee of any of its duties or obligations under this Agreement.
- m. **Headings.** The headings and captions to sections of this Agreement have been inserted for identification and reference purposes only and shall not be used to construe the meaning of or to interpret this Agreement.
- n. **Construction.** The parties agree and acknowledge that the rule of construction that ambiguities in a written agreement are to be construed against the party preparing or drafting the agreement shall not be applicable to the interpretation of this Agreement.

- o. Independent Contractors.** The parties agree and acknowledge that their relationship is that of independent contracting parties and that Grantee is not an officer, employee, or agent of the State of Oregon as those terms are used in ORS 30.265 or otherwise.
- p. Force Majeure.** Neither Agency nor Grantee shall be held responsible for delay or default caused by fire, civil unrest, natural causes or war which is beyond, respectively, the Agency's or Grantee's reasonable control. Each party shall, however, make all reasonable efforts to remove or eliminate such cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Agreement.
- q. Integration and Waiver.** This Agreement, including all Exhibits, constitutes the entire agreement between the parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. The delay or failure of either party to enforce any provision of this Agreement shall not constitute a waiver by that party of that or any other provision.
- r. Survival.** All provisions of this Agreement set forth in the following sections shall survive termination of this Agreement: Sections 6.c, 11, 14.a, and any other provisions that by their terms are intended to survive termination of this Agreement.

Signatures on following page.

THE PARTIES, by execution of this Agreement of their authorized representatives, hereby acknowledge that they have read this Agreement, understand it, and agree to be bound by its terms and conditions.

CITY OF ASHLAND

By: Joseph Lessard
(Signature of Printed Name below)

Joseph L. Lessard
Printed Name

city Manager
Title

4/12/23
Date

OREGON DEPARTMENT OF ENERGY

By: Danae Hammitt
Danae Hammitt (Apr 14, 2023 12:13 PDT)
Danae Hammitt, Designated Procurement Officer Date

Michael Williams
Michael Williams (Apr 21, 2023 12:40 PDT)
Michael Williams, Assistant Director Date

Janine Benner
Janine Benner (Apr 30, 2023 21:38 PDT)
Janine Benner, Director Date

Approved for Legal Sufficiency in accordance with ORS 291.047

Per email from Patrick Rowe dated 3/28/23
Assistant Attorney General

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EXHIBIT A – PROJECT DESCRIPTION**Project Data**

Application ID	CG-01-055
Contact Name	Joe Lessard
Organization Name	City of Ashland
Organization Type	City
Project Type	Construction OA #22-003
ODOE PA Number	#22-023

Project Scope Baseline

Project Address:	120 North Mountain Ave, Ashland, OR 97520
Geo Coordinates [Lat/Long]	

Project Partners (List all)	Stracker Solar
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Project Details

Nameplate Capacity (kW)	75kW generation, 80kWh battery system
System Technologies	Grid connected solar photovoltaic with battery storage with backup circuitry and connected EV charging
Resource availability	TSRF 92.5%
Generating hours	<i>(if applicable)</i>
Estimated Electrical Production (kWh/yr)	180,000
Operational Use	Net-metered solar generation with battery backup for emergency power during grid outages. Building can serve as community emergency shelter.

Project Major Components

Type	Make	Model	Quantity
Solar PV module	Canadian Solar	450W	168
Battery System	Blue Planet	Ion HI	
Racking System	Stracker	S1B	6
Inverters	SolarEdge	40kW	2

Project Schedule Baseline

Project Start:	03/15/2023
Anticipated Project Completion: System Operational	07/31/2023

* Reference: [OAR 330-250-0130 \(2\)\(6\)\(b\)\(f\)](#)

Project Budget Baseline

Project Costs	
Total Project Cost	\$ 940,000
Total Grants/Incentives/Other Funding	\$0

Projected ODOE Grant Awarded	\$940,000
Total Funding	\$940,000

* Reference: [OAR 330-250-0100 \(1\)\(a-f\)](#) & [OAR 330-250-0130 \(6\)\(b\)](#)

Program Equity Priorities & Project Benefits

Information contained below taken from Grantee's application.

Involvement of and leadership by members of Environmental Justice communities	X
Located in an Environmental Justice community	X
Project will serve one or more Environmental Justice communities	X
Project policy for using DBEs, Emerging SMB &/or Minority-Veteran Owned Businesses	X
Project includes community outreach and stakeholder partnerships	X
Project includes an Equity Framework	
Project provides direct energy cost savings to local families and small businesses	X
Project will increase Economic Development	X
Project will create jobs	X
Project include Inclusive Hiring and Promotion policies	X

* Reference: [OAR 330-250-0130 \(2\)\(6\)\(i\)](#)

Notes and Definitions:

EXHIBIT C – REPORTING FORMS

Quarterly Report Form

Application ID: CG-01-055

Organization Name: CITY OF ASHLAND

ODOE PA Number: # 22-042

Quarterly Report

Reviewed Project Data: Yes? No?

Reviewed Project Scope Baseline: Yes? No?

Reviewed Schedule Baseline: Yes? No?

Reviewed Budget Baseline: Yes? No?

Scope Status: Remains same/Changed

If changed, provide details:

Schedule Status: On time/Not on time

If not on time, provide information:

Has construction started as specified in the performance agreement: Yes/No

If construction has started, provide construction start date:

Has construction been completed: Yes/No

If construction has completed, provide construction completion date:

Budget Status: Under budget/over budget

If not under budget, provide information:

Comments:

Final Report Form

Application ID: CG-01-055
 Organization Name: CITY OF ASHLAND
 ODOE PA Number: # 22-042

Final Report

1. Was the project completed as specified in the performance agreement? Y/N
2. If project has completed, provide project completion date:

Please upload the following documentation:

- CPA verification letter, if the total Project Costs are \$50,000 or more.
- If a description of how disadvantaged business enterprises, emerging small businesses, or businesses that are owned by minorities, women, or disabled veterans would be involved in the Project was provided in the application, Grantee must provide proof of their involvement or a statement of why they were not involved.
- If they pay property taxes, proof that Grantee or owner of the Project's location, if other than Grantee, is current on the property taxes for the Project's location.

Financial Summary

The Grant amount is initially calculated based on Grantee's estimate of the total Project Costs. Agency will withhold the final payment of the estimated grant funds, up to 100 percent, until submission of the Final Report. Upon receipt of the Final Report, Agency will recalculate the Grant amount using actual Project Costs, and Agency's disbursement of the Grant Monies may be reduced as a result. So that Agency may calculate the disbursement, provide the following information:

Actual Total Project Cost: \$ _____
(replaces the "Estimated Project Cost" from Grantee's application)

Other Government Incentives & Grants Available: \$ _____
(directly related to the Project; not including this Grant; identify source(s) and amount(s))

Prepared By: Name, Title
Date Prepared: MM/DD/YYYY

Annual Report Form

Application ID: CG-01-055
Organization Name: CITY OF ASHLAND
ODOE PA Number: # 22-042

Annual Report

1. Please provide information on the type and number of jobs associated with the project in the past year.
2. State the quantity of energy produced in the past year in kWh.

EXHIBIT D

Financial Reporting Guidance

Promptly following commencement of operation of the Project, the Grantee must submit an account of total Project Costs that identifies all funding sources and includes all receipts, paid invoices, cancelled checks (if applicable), and bank loan or promissory note documentation. If they pay property taxes, Grantee must also provide proof that Grantee or owner of the Project's location, if other than Grantee, is current on the property taxes for the Project's location. If the total Project Costs are \$50,000 or more, Grantee must include an independent Certified Public Accountant's attestation to the validity and accuracy of the account. The following guidance is intended to help Grantee comply with these requirements.

- A. Total Project Costs** (Grantee should provide this guidance to the Certified Public Accountant responsible for verifying cost and payments.)

"Project cost" means the actual cost of the acquisition, construction and installation of a renewable energy system incurred by an applicant, before considering utility incentives.

To verify the total Project Costs that received a Community Renewable Energy Program (CREP) grant from the Oregon Department of Energy, you must be a Certified Public Accountant with a current license who is **NOT** an employee or affiliate of the Grantee or any partner listed on the application.

Obtain the following documents to complete your verification:

- A copy of the Grantee's Performance Agreement (the Project must comply with all conditions of the Performance Agreement).
- All receipts, paid invoices, cancelled checks (if applicable), and bank loan or promissory note documentation that pertains to the Project.
- A copy of the applicable Oregon Administrative Rules (OAR). The permanent rules related to Community Renewable Energy Program grants can be found here:
<https://secure.sos.state.or.us/oard/displayDivisionRules.action?selectedDivision=6901>

Verify and document the following information:

- The actual total Project Costs (regardless of whether the costs are eligible to be covered by the Community Renewable Energy Project Grant Program).
 - The actual total **eligible** Project Costs. These are the costs that concur with the "Project Description" in the Performance Agreement and that are eligible costs according to [OAR 330-250-0100](#).
 - The total amount of the payments made by the Grantee or Grantee's partners for the Project.
 - An itemization of all financial incentives and grants received for the Project by the Grantee or any affiliate (e.g., utility incentives, Energy Trust of Oregon incentives, federal tax credits, grants, etc.).
 - The Project's completion date. This is the date on which the Project became operational.
 - The date the Project was paid in full (paid outright or loan contracts were fully executed).
- B. Property Tax Status.** If they pay property taxes, provide proof that the Grantee or owner of the Project location, if other than the Grantee, are current on their property taxes for the Project's location. This can be provided in the form of a receipt or statement indicating no balance is due.









22-042 CREP PA City of Ashland - signed

Final Audit Report


2023-05-01


Created:	2023-04-13
By:	ODOE Contracts (ODOE.Contracts@energy.oregon.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAARa9Bxzm5iFmxKASctU8ZFNvYs-EH9QO8


"22-042 CREP PA City of Ashland - signed" History

-  Document created by ODOE Contracts (ODOE.Contracts@energy.oregon.gov)
2023-04-13 - 11:30:44 PM GMT- IP address: 192.95.68.68
-  Document emailed to danae.hammitt@energy.oregon.gov for signature
2023-04-13 - 11:31:20 PM GMT
-  Email viewed by danae.hammitt@energy.oregon.gov
2023-04-14 - 7:12:58 PM GMT- IP address: 104.47.65.254
-  Signer danae.hammitt@energy.oregon.gov entered name at signing as Danae Hammitt
2023-04-14 - 7:13:15 PM GMT- IP address: 97.115.97.156
-  Document e-signed by Danae Hammitt (danae.hammitt@energy.oregon.gov)
Signature Date: 2023-04-14 - 7:13:17 PM GMT - Time Source: server- IP address: 97.115.97.156
-  Document emailed to michael.a.williams@energy.oregon.gov for signature
2023-04-14 - 7:13:19 PM GMT
-  Email viewed by michael.a.williams@energy.oregon.gov
2023-04-21 - 7:37:41 PM GMT- IP address: 104.47.64.254
-  Signer michael.a.williams@energy.oregon.gov entered name at signing as Michael Williams
2023-04-21 - 7:40:47 PM GMT- IP address: 73.190.71.219
-  Document e-signed by Michael Williams (michael.a.williams@energy.oregon.gov)
Signature Date: 2023-04-21 - 7:40:49 PM GMT - Time Source: server- IP address: 73.190.71.219
-  Document emailed to janine.benner@energy.oregon.gov for signature
2023-04-21 - 7:40:51 PM GMT
-  Email viewed by janine.benner@energy.oregon.gov
2023-05-01 - 4:38:03 AM GMT- IP address: 104.47.64.254



 Signer janine.benner@energy.oregon.gov entered name at signing as Janine Benner
2023-05-01 - 4:38:51 AM GMT- IP address: 76.115.148.28

 Document e-signed by Janine Benner (janine.benner@energy.oregon.gov)
Signature Date: 2023-05-01 - 4:38:53 AM GMT - Time Source: server- IP address: 76.115.148.28

 Agreement completed.
2023-05-01 - 4:38:53 AM GMT

Electric Dept. Building

New Lvl.3 EVCS

New Battery Backup in Locker Rm

City Fuel Pumps

Historic Pioneer 2 Community Solar System

New 75kW Stracker Install

Ashland Parks & Recreation

Ashland Police Department

