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dunwoodyga.gov

MEMORANDUM

To: Mayor and City Council

From: Kimberly Greer, Assistant to the City Manager

Date: February 15, 2011

Subject: **Energy Efficiency Conservation Block Grant – IGA with Decatur**

BACKGROUND

In March of 2010 Dunwoody, in partnership with the cities of Chamblee and Decatur, was awarded a \$500,000 grant for energy efficiency upgrades at city-owned facilities through the Georgia Environmental Finance Authority (GEFA) Energy Efficiency and Conservation Block Grant (EECBG) program. These funds are part of the American Recovery and Reinvestment Act (ARRA) "stimulus" dollars.

Part of the funds have been used in a regional effort to provide training for the building inspectors from all three cities as we prepared for the major changes to the state's energy code which became effective on January 1st. In 2010, our inspectors attended training sessions on the new commercial and residential aspects of the code changes.

The majority of the funds, \$400,000, will finance energy efficiency retrofits to government-owned facilities. Based on grant requirements, these retrofits are limited to the installation of insulation; efficient lighting; heating, venting, and air conditioning (HVAC); and the purchase and installation of Energy Star appliances.

To prepare for these upgrades, in the summer of 2010, Dunwoody worked with Georgia Power to conduct Energy Audits for the buildings at Brook Run Park, Dunwoody Park, and the Spruill Arts Center. The Energy Audit identified key changes Dunwoody could make to improve the energy efficiency of these buildings and meet the requirements of the EECBG program. These changes include installation of efficient lighting, occupancy sensors, and programmable thermostats.

Prior to investing these funds and upgrading our energy efficiency, Dunwoody must have an official agreement in place with Decatur, who is the lead grant recipient, which both acknowledges the agreement Decatur signed with GEFA and stipulates Dunwoody follow all the grant reporting requirements.

RECOMMENDATION

Staff recommends Council authorize the Mayor to sign the Intergovernmental Agreement with Decatur, subject to final review by the City Manager and City Attorney.

CONTRACT FOR SERVICES

State of Georgia

County of DeKalb

THIS AGREEMENT, made and entered into as of the _____ day of _____, 2011 by and between the CITY OF DECATUR, GEORGIA, a municipal corporation created by an Act of the Legislature of the State of Georgia, hereinafter referred to as "Decatur," and the City of Dunwoody, hereinafter referred to as "Dunwoody," a municipal corporation created by an Act of the Legislature of the State of Georgia,

WHEREAS, the City of Decatur, City of Dunwoody, and City of Chamblee have jointly been awarded a grant from the Georgia Environmental Finance Authority (GEFA) in the amount of \$500,000 from the Energy Efficiency and Conservation Block Grant program (EECBG); and,

WHEREAS, the majority of funds will be used to complete energy saving retrofits in city-owned and maintained facilities; and,

WHEREAS, Decatur accepted the role of lead applicant for contract and reporting purposes; and,

WHEREAS, the Intergovernmental Agreement entered into between Decatur and GEFA dated June 16, 2010 (the "Contract") outlines strict administrative and reporting requirements associated with the grant; and,

WHEREAS, these requirements are a critical component to measuring the success of the EECBG program; and,

WHEREAS, Dunwoody has reviewed the Contract and familiarized itself with such requirements; and

WHEREAS, Dunwoody shall be held responsible for meeting these requirements for all expenditures related to this grant and providing information to Decatur in a timely fashion for reporting and invoicing purposes.

THEREFORE, Decatur hereby agrees to act as the lead applicant, and provide coordination of grant activities including reporting and invoicing for Dunwoody for the duration of this grant.

This commitment is expressly conditioned upon the following promises:

Dunwoody will not use the Grant Funds for any purpose other than towards those outlined in the Contract. All administrative and reporting requirements will be met according to schedule outlined in the Contract. If administrative and reporting requirements are not met, GEFA may not refund expenditures. Dunwoody acknowledges and agrees that Decatur is not financially responsible for reimbursements to Dunwoody under any circumstances.

IN WITNESS WHEREOF, the parties have executed this Agreement by causing the same to be signed by their respective authorized officers, their respective seals to be hereunto affixed, and these presents delivered in duplicate copies as of the day and year above written.

Signed, sealed and delivered by

CITY OF DECATUR, GEORGIA

BY: _____

In the presence of:

Signed, sealed and delivered by

CITY OF DUNWOODY, GEORGIA

BY: _____

In the presence of:

CONTRACT FOR SERVICES- SUPPLEMENTAL MATERIALS

These supplemental materials are provided to assist the City of Dunwoody in meeting the requirements of the grant funding. Should you have any questions please do not hesitate to contact either the City of Decatur or the Georgia Environmental Finance Authority.

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Contacts

- a. **Lena Stevens**
Resource Conservation Coordinator, City of Decatur
Phone: 404-370-4102
Email: lena.stevens@decaturga.com

- b. **Andrea Schroer**
State Energy Project Manager
Georgia Environmental Finance Authority (GEFA)
Phone: 404.584.1137
Email: andrea@gefa.ga.gov

Resources

GEFA has provided links to documents that explain the various grant requirements. These documents can be helpful to you, as well as to the contractors that you hire. Visit this website for more information- www.gefa.org/Index.aspx?page=520

Reporting Schedule

Requirement	Due to GEFA	Due to City of Decatur	Action Required
Davis Bacon Reporting	Weekly	Processed online by contractor while work is ongoing.	ONLY if the Davis Bacon rules apply to your project do you have to report weekly.
1512 OMB Reporting	Due the 1-5 th of January, April, July, and October. Reports cover the previous quarter.	Due the Friday before the 1 st of January, April, July, and October. December 17 th , 2011 March 25 th , 2011 June 24 th , 2011 September 23 rd , 2011	Data regarding hours worked by each vendor and a list of individual payments made that quarter.
Quarterly Progress Reporting	Due the 15 th of January, April, July, and October. Reports cover the previous quarter.	Due the Friday before the 1 st of January, April, July, and October. December 17 th , 2011 March 25 th , 2011 June 24 th , 2011 September 23 rd , 2011	Various data related to the projects. Program coordinator will contact you regarding report.
Submitting Invoices	Due by the 15 th of each month;	Due by the 10 th of the month in order to provide time for organizing and submitting.	Copy of general ledger for the project code designated for this grant. Copies of invoices stamped "Paid."

Administrative Requirements

Requirement	Timeline	Action Required
Acquire DUNS	Immediately	Send DUNS to Lena Stevens
Take Governor’s Energy Challenge	Register and pledge your scope of work before completing retrofits	You will need to pledge energy saving activities for each of your buildings in your scope of work. Visit: http://www.governorsenergychallenge.org/
Develop an internal financing mechanism to produce ongoing benefits from funding	Immediately	Discuss options with Lena Stevens, and determine what would work best for your City.
Follow appropriate purchasing policies for your City when choosing vendors.	Immediately	Send copy of purchasing policy to Lena Stevens. Develop a memo each time a vendor is selected which outlines how the purchasing policy was followed.
Create a project code for this grant to separate expenditures.	Immediately	Work with administrative services in your City to create a unique project code for expenditures relating to this grant.
Ensure that solid waste guidelines are followed during all renovation projects.	Ongoing	Review policy and verify that it is followed during all projects. May want to make several site visits to ensure compliance. Policy will be sent to each partner city.
Establish a “Lights Out/Power Down” policy	Immediately	Provide copy to Lena Stevens.
Obtain energy audits of any facility that is to be retrofitted	October 15, 2010	Provide copies to Lena Stevens. Use audits to develop a retrofit plan and expected budget.

NOTE:

1. All retrofit projects are limited to the installation of insulation; installation of efficient lighting; heating, venting, and air conditioning (HVAC) and high-efficiency shower/faucet upgrades; weather sealing; the purchase and installation of Energy Star appliances; installation of solar powered appliances with improved efficiency
2. The use products manufactured in Georgia will be mandatory unless a suitable product is not available, or if the cost exceeds the next available option by 15%. If Georgia products are not available, other products produced in the U.S. can be considered.

Reporting Requirements

1. Davis-Bacon Certified Payroll Reports

RESOURCES

- PowerPoint Presentation- Davis Bacon Reporting:
<http://www.gefa.org/Modules/ShowDocument.aspx?documentid=1535>

What Is Davis Bacon?

The Davis-Bacon Act's (DBA) intent is to require Agencies performing federally funded construction, alteration, or repair to pay wages and fringe benefits to said employees that are equal to or greater than the prevailing wage for corresponding classes of employees engaged on similar projects in the locality.

When Does Davis Bacon Apply?

When anything is being modified with federal funds, even if you don't pay for the installation but the equipment was purchased with federal funds, then it applies to you. Construction includes ANY alteration, repair or retrofit to a building or facility. Reporting starts when installation or construction starts and will continue until all work is complete.

Who Does Davis Bacon Apply To?

Applies to 'blue collar' labor (mechanics, installers, plumbers, electricians, not bookkeepers or program managers). Does **not apply** to state and local government entities when they use their own employees to perform work.

How Do I Comply With Davis Bacon?

- € Obtain effective wage rate determinations
- € Condition all contracts to include DBA standards
- € Collect and approve weekly certified payroll forms for contractors
- € Keep all certified payroll forms and related documents for THREE years after the end of the grant period
- € Investigate potential violations and complaints
- € Employee interviews and investigations
- € Investigate, monitor and enforce DBA requirements

Davis Bacon Compliance Procedures

Wage Determinations	<ul style="list-style-type: none"> a. GEFA will be providing all subrecipients with the Wage Determinations per Department of Labor. If you are issuing a RFP or a contract that will trigger compliance with Davis-Bacon, please notify GEFA immediately to receive a wage determination for your county. b. Wage determinations have been included in the grant contract, and will be sent to each partner city. These wage rates must be used in all RFPs and contracts and will last through the end of the grant period. c. Contact: Meisha@gefa.ga.gov. Phone: (404) 584 -1135. d. Subrecipients should not download wage determinations.
Developing Contracts	<ul style="list-style-type: none"> a. Inform the Contractor of the current prevailing wage rates applicable for the county which the project is located, and other requirements (listed below). b. Document this through an agreement which states the prevailing wage for the services will be paid. The Contractor would generally sign this and the print out of prevailing wage sheet to acknowledge the information and the Sub-recipient would want to keep this in the client file.
Contractor Requirements	<ul style="list-style-type: none"> a. Contractors must agree to pay their employees prevailing wage rates on a weekly basis & compensate for fringe benefits. b. Contractors must send original certified payroll to the sub-recipient on a weekly basis. This will be completed using an electronic system. c. Contractors must place posters at the site of the work in a prominent and accessible place where it may be easily seen by employees. Access here: www.dol.gov/whd/programs/dbra/wh1321.htm d. Keep certified payroll and all records for (3) years.
Reporting on Payroll	<ul style="list-style-type: none"> a. Contractors must send original certified payroll to the sub-recipient on a weekly basis. b. Subrecipients will review, approve and send the original payroll to Lena Stevens at the City of Decatur, who will submit to GEFA. c. Maintain the original certified payroll for three (3) years from the end of the grant period (2016). d. Weekly reporting starts when installation or construction starts and will continue until all work is complete.
Employee Interview	<ul style="list-style-type: none"> a. In addition to investigating any claims of non-compliance with Davis Bacon requirements, sub-recipients should complete several “spot checks” to ensure that contractors are in compliance. b. Interviews should include: <ul style="list-style-type: none"> € Place and date of interview € Name and address of employer/employee € Employment status and classification € Alleged violations € Was DBA poster visible

2. 1512 Reporting

There are the three metrics the sub-recipients need to produce for 1512 reporting:

1. **Full-time-equivalent (FTE) number of Jobs funded**
2. **Total number and amount of small sub-awards; less than \$25,000**
3. **Total number and amount of small sub-awards; less than \$25,000**

Please provide the following pieces of information for each vendor:

- D-U-N-S and/or Name of Business
- Zip Code
- Individual Payment Amount
- Total Number of Hours Worked and Funded by Recovery Act within Reporting Quarter

3. Progress Reporting

Quarterly progress reports are designed to ask both quantitative and qualitative questions about our project's status. The following categories are included on the quarterly report for Decatur, Dunwoody, and Chamblee:

- **Mandatory Metric Reporting**
- **Building Energy Audits**
- **Building Retrofits**
- **Workshops, Training, and Education**
- **Qualitative Reporting**
- **Milestone Progress**

Lena Stevens, with the City of Decatur will work with cities to coordinate data collection for the progress reports.

4. Compliance with National Historic Preservation Act Requirements

All projects and organizations receiving Department of Energy funds under the American Recovery and Recovery Act must comply with Section 106 of the National Historic Preservation Act for work done on non-residential buildings older than 50 years.

A programmatic agreement has been reached to exempt several categories of energy efficiency work. A copy of this agreement will be sent to each City. Any work done on a building that is older than 50 years, which is not listed in the agreement is subject to review from the State Historic Preservation Department in a Section 106 review.

5. Buy American Updates

What does the Buy American Provision state?

“None of the funds provided under this Agreement derived from the American Recovery and Reinvestment Act, Pub. L. 111-5, may be used for a project for the construction, alteration, maintenance, or repair of a public building or public work unless all of the iron, steel, and manufactured goods used in the project are produced in the United States.”

Additionally, the use products manufactured in Georgia will be mandatory unless a suitable product is not available, or if the cost exceeds the next available option by 15%.

What qualifies a product as being produced in the United States?

There is no requirement with regard to the origin of components or subcomponents in manufactured goods or products, as long as the manufacture of the goods occurs in the United States. If the good consists in whole or in part of materials from another country, you must seek proof that it has been substantially transformed in the United States into a new and different manufactured good distinct from the materials from which it was transformed.

How do I comply with the Buy American Act?

Subrecipient needs to show due diligence in complying with Buy American provisions, including:

1. Language in contractual documents that obligates sub-recipients and/or contractors to comply with the Buy American provisions;
2. Receipts for items produced domestically indicating such;
3. Documented certification from the contractor, vendor, distributor, supplier, or manufacturer verifying that the product was manufactured domestically (Certification of Compliance form available at <http://www.gefa.org/Index.aspx?page=520>);
4. Detailed and verifiable information supporting the claim that the manufactured good has undergone substantial transformation in the United States; and/or
5. Other reasonable documentation per the discretion of the state, local, or tribal government financial assistance recipient demonstrating compliance with the Buy American provisions.

GEFA & DOE may place particular emphasis on compliance for below items during monitoring visits. However, review will not be limited to below criteria.

- Lighting
- HVA
- Equipment purchases (cumulative purchases or single item purchase > \$15,000 or > 10% of total project cost, whichever is less)
- Solar equipment

Can I get a waiver if I cannot find a suitable product?

Certain waivers are already approved and available. These can be viewed and printed online at: http://www1.eere.energy.gov/recovery/ba_waivers.html

Waivers will only be issued for following conditions:

- a. Compliance is “inconsistent with the public interest”;
- b. Iron, steel, and the relevant manufactured goods are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality; *or*
- c. Inclusion of iron, steel and manufactured goods produced in the United States will increase the cost of the overall project by more than 25 percent.

NOTE: To request a waiver for above conditions complete waiver template, and send, along with supporting documentation, to GEFA.

Waiver template:

http://www1.eere.energy.gov/recovery/pdfs/eere_buy_american_nonavailability_template.pdf

For more information about the Buy American Act visit:

http://www1.eere.energy.gov/recovery/buy_american_provision.html



Sonny Perdue
Governor

GEORGIA ENVIRONMENTAL FINANCE AUTHORITY

Kevin Clark
Executive Director

Friday, October 15, 2010

CITY OF DECATUR
GEFA Contract EECBG-ARRA-GOV-2010-118
ATTN. Lena Stevens

Dear Subrecipient,

Attached you will find a copy of the prevailing wage rates applicable to your grant along with the Davis Bacon Wage Determination amendment agreement please print (2) copies of the amendment review, sign, date, and mail back **both** original copies to my attention at GEFA. We will execute on our end and send an original copy back to you. Please send required documents back **within 3 to 5 business days.**

Best regards,

Meisha Moore
Energy Team Coordinator
CPR Reviewer, GEFA
233 Peachtree St. NE
Suite 900
Atlanta, GA 30303

AMENDMENT TO
AGREEMENT BY AND BETWEEN
THE GEORGIA ENVIRONMENTAL FINANCE AUTHORITY
AND CITY OF DECATUR
FOR THE ENERGY EFFICIENCY AND CONSERVATION BLOCK GRANT PROGRAM
(Local Government Agreement)

The Contract between the **GEORGIA ENVIRONMENTAL FINANCE AUTHORITY** (hereinafter "State"), and the **CITY OF DECATUR**(hereinafter "Subrecipient"), is hereby amended to incorporate the Davis Bacon wage determinations into the Contract.

Contract number EECBG-ARRA-GOV-2010-118 is hereby amended as follows:

Wage Determination

The attached wage determinations from the Department of Labor included in this amendment shall be used from October 13th, 2010 and will last the duration of the contract period. These wage determinations are required to be included in all requests for proposals and vendor contracts which require compliance with the Davis Bacon and Related Acts. Additionally, the subrecipient shall have the responsibility to ensure that these wage determinations are posted at all applicable project job sites.

IN WITNESS WHEREOF, GEFA and the Local Government, through their duly authorized officers and representatives, have signed, sealed, and delivered this Amendment as of the date first above written.

CITY OF DECATUR
SUBRECIPIENT

DIVISION OF ENERGY RESOURCES
GEORGIA ENVIRONMENTAL FINANCE
AUTHORITY

BY: _____

BY: _____

Position: _____

Position: Executive Director

Attest: _____

Attest: _____

General Decision Number: GA100260 08/13/2010 GA260

Superseded General Decision Number: GA20080260

State: Georgia

Construction Type: Building

County: Dekalb County in Georgia.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Modification Number	Publication Date
0	03/12/2010
1	03/19/2010
2	04/02/2010
3	05/28/2010
4	07/09/2010
5	08/13/2010

ASBE0048-001 04/01/2010

	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR.....	\$ 25.07	12.41

CARP1263-001 07/01/2009

	Rates	Fringes
MILLWRIGHT.....	\$ 22.42	11.95

ELEC0613-018 03/01/2010

	Rates	Fringes
ELECTRICIAN (including low voltage wiring for temperature controls for HVAC Systems).....	\$ 29.00	7.97

FOOTNOTES: Work on bar joists, walk logs, exposed steel and swinging scaffolds when the surface the worker stands or sits on exceeds twenty-five (25) feet above solid floor and the worker is subject to free fall: \$1.00 per hour additional. Work of a similar nature above fifty (50) feet: \$3.00 per hour additional.

ELEV0032-001 01/01/2010

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 33.98	20.035+a+b

PAID HOLIDAYS:

- a. New Year's Day, Memorial Day, Independence Day, Labor Day,

Vetern's Day, Thanksgiving Day, the Friday after Thanksgiving, and Christmas Day.

b. Employer contributes 8% of regular hourly rate to vacation pay credit for employee who has worked in business more than 5 years; 6% for less than 5 years' service.

ENGI0926-027 07/01/2009

	Rates	Fringes
Operating Engineers:		
Backhoe/Excavator, Hoist and Mechanic.....	\$ 23.74	9.03
Bulldozer, Compactor, Drill, Forklift, Loader, and Scraper.....	\$ 23.43	9.03
Crane and Boom.....	\$ 27.38	9.03
Oiler.....	\$ 20.21	9.03

FOOTNOTE: Paid Holidays - Labor Day and Christmas Day, if the worker has one year of continuous employment with the same contractor.

IRON0387-001 08/01/2009

	Rates	Fringes
IRONWORKER, STRUCTURAL.....	\$ 24.04	9.86

LABO0515-002 07/01/2008

	Rates	Fringes
LABORER: Common or General.....	\$ 14.22	4.30

PAIN0193-012 07/01/2010

	Rates	Fringes
PAINTER: Brush, Roller and Spray, Including Drywall Finishing/Taping.....	\$ 20.37	8.30

PLAS0148-001 07/01/2008

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 21.25	5.34

PLUM0072-012 08/01/2009

	Rates	Fringes
PIPEFITTER, Including HVAC Pipe Installation.....	\$ 28.90	12.31
PLUMBER (Excluding HVAC Pipe Installation).....	\$ 28.90	12.31

* SFGA0669-001 04/01/2010

	Rates	Fringes
SPRINKLER FITTER (Fire Sprinklers).....	\$ 25.05	15.10

* SHEE0085-001 08/01/2010

	Rates	Fringes
SHEET METAL WORKER, Including Hvac Duct Installation and Metal Roofing		
Buildings over 100,000 square feet.....	\$ 29.00	12.88
Buildings up to 100,000 square feet.....	\$ 24.74	11.42

FOOTNOTE: Work on swinging stages, boatswains chairs or
scaffolds, booms, or scissors lifts over 50 ft. high: \$1.25
per hour additional.

SUGA2008-172 08/21/2008

	Rates	Fringes
ACOUSTICAL CEILING MECHANIC.....	\$ 14.00	0.00
BRICKLAYER.....	\$ 16.00	0.00
CARPENTER, Including Cabinet Installation, Drywall Hanging and Form Work.....	\$ 16.82	3.18
CARPET & HARDWOOD FLOOR INSTALLER.....	\$ 15.00	0.54
GLAZIER.....	\$ 15.00	1.35
HVAC MECHANIC: System Installer (Excluding HVAC Duct and Pipe Installation).....	\$ 16.26	1.26
IRONWORKER, REINFORCING.....	\$ 11.05	0.21
LABORER: Pipelayer.....	\$ 13.06	3.56
OPERATOR: Grader/Blade.....	\$ 9.00	0.24
OPERATOR: Roller.....	\$ 10.88	0.00
ROOFER (Excluding Metal Roof)....	\$ 10.00	0.00
TILE SETTER.....	\$ 15.00	0.00
TRUCK DRIVER.....	\$ 12.27	1.56
WATERPROOFER.....	\$ 10.50	0.00

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29 CFR 5.5(a)(1)(ii)).

In the listing above, the "SU" designation means that rates listed under the identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in he matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7).

Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

END OF GENERAL DECISION



Sonny Perdue
Governor

GEORGIA ENVIRONMENTAL FACILITIES AUTHORITY

Phil Foil
Executive Director

Friday, June 18, 2010

Lena Stevens
509 North McDonough St.
Decatur, GA 30030-3309

Dear Lena,

Here is your original copy of the final executed agreement with the Georgia Environmental Facilities Authority. You are approved to begin work on your project. We look forward to working with you towards a successful completion.

Best regards,

Andrea Schroer
Energy Project Manager, GEFA
233 Peachtree St. NE
Suite 900
Atlanta, GA 30303

INTERGOVERNMENTAL AGREEMENT
BY AND BETWEEN
THE GEORGIA ENVIRONMENTAL FACILITIES AUTHORITY
AND CITY OF DECATUR
FOR THE ENERGY EFFICIENCY AND CONSERVATION BLOCK GRANT PROGRAM
(Local Government Agreement)

THIS INTERGOVERNMENTAL AGREEMENT (hereinafter "Agreement"), is made this 16 day of June, 2010 (the date to be inserted by the last party to execute), by and between the Georgia Environmental Facilities Authority (hereinafter "GEFA") and the CITY OF DECATUR (hereinafter "Local Government"), a Local Government (GEFA and Local Government collectively referred to as the "Parties").

WHEREAS, the U.S. Department of Energy's (hereinafter "DOE"), Energy Efficiency and Conservation Block Grant Program (hereinafter "EECBG"), provides grants to states and local governments to develop and implement projects to improve energy efficiency and reduce energy use and fossil fuel emissions in their communities; and

WHEREAS, pursuant to O.C.G.A. § 50-23-32, the Division of Energy Resources of GEFA is authorized to, among other things, administer federal programs, accept and disburse federal, state and private grant funds for energy related matters, and enter into contracts for such purposes; and

WHEREAS, GEFA administers the EECBG by funding energy efficiency and conservation projects (hereinafter "Projects") in the State of Georgia; and

WHEREAS, the Local Government has the personnel, equipment, facilities, and technical expertise to carry out the Projects; and

WHEREAS, GEFA requires the services of the Local Government to implement the EECBG; and

WHEREAS, pursuant to 1983 GA. CONST., ART. 9, SEC. 3, PARA. 1, the parties hereto may contract for any period not exceeding fifty (50) years with each other for the provision of services, or for the joint or separate use of facilities or equipment.

NOW, THEREFORE, in consideration of the mutual promises and mutual public benefits, flowing each to the other, GEFA and the Local Government each agree as follows:

ARTICLE 1
Services

Scope of Services. The Local Government shall provide the services (hereinafter "Services") as set forth in Exhibit "A," Scope of Services, attached hereto and incorporated herein by reference.

ARTICLE 2

Term, Consideration, and Method of Payment

2.1 Term. The term of this Agreement shall commence on the 1st day of May, 2010 (hereinafter "Commencement Date") and shall expire at 11:59 p.m., prevailing legal time in Atlanta, Georgia, on the 30 day of June, 2012 (hereinafter "Term"), unless earlier terminated as specified herein.

2.2 Consideration. In consideration of the Local Government performing the Services, GEFA shall pay the Local Government a fee of no more than FIVE HUNDRED THOUSAND DOLLARS and No/Cents (\$500,000), subject to the availability of funds from the U.S. Department of Energy.

2.3 Method of Payment. To request payment, the Local Government shall submit monthly invoices to GEFA for reimbursement of expenses incurred by the Local Government during the calendar month immediately preceding the date of the invoice (hereinafter "Invoice"), for GEFA's review and approval. If approved, GEFA will make payment to the Local Government within thirty (30) days of receipt by GEFA of a complete and proper Invoice.

2.4 Maximum Amount Payable for Fees. GEFA shall in no event be liable for fees in excess of the amount set forth in Section 2.2 above. Notwithstanding the first sentence of Section 2.4, in no event shall GEFA be obligated to make payment to the Local Government which exceeds the amount provided to GEFA by the U.S. Department of Energy.

ARTICLE 3

Access to Records

3.1 Inspections and Monitoring. GEFA, DOE and their agents, shall have the right to inspect the physical location of any Project undertaken pursuant to this Agreement. Inspections will be conducted during regular business hours.

3.2 Access and Audit. The Local Government shall provide GEFA access to any books, documents, papers, and records of the Local Government to conduct program or financial audits. The Local Government shall keep records of expenses for Services in accordance with generally accepted accounting principles and make the records available to GEFA at mutually convenient times, but in no event more than seventy-two (72) hours after a written request from GEFA is received by the Local Government.

ARTICLE 4

Termination and Notice

4.1 Termination for Convenience (Without Cause). Either Party may at any time, without any reason or cause, terminate this Agreement by giving the other Party written notice no later than thirty (30) days before the intended termination date; provided that in the event of termination under this provision GEFA shall pay to the Local Government all fees due: (i) for Services already performed prior to the effective date of the termination; and (ii) for all reimbursable expenses incurred by the effective date of the termination. The Local Government shall invoice GEFA for services, reimbursable expenses and accrued costs no later than ten (10) days from the effective date of termination.

4.2 Termination For Cause. In the event the Local Government: (i) fails to perform any of the Services pursuant to the terms, covenants, or provisions of this Agreement, or (ii) fails to make progress in the Services hereunder in a reasonable manner, or (iii) its conduct impairs or prejudices the interests of GEFA, GEFA shall have the right to terminate this contract by giving the Local Government notice in writing of the fact and date of such termination, and all work product and other documents relating to the Services shall be surrendered forthwith by the Local Government to GEFA.

4.3 Notice. Notices, requests, demands and other communications provided hereunder shall be in writing and sent by facsimile transmission to the facsimile number indicated below (which shall be followed by an immediate telephone call to confirm delivery); mailed by first class United States certified mail, return receipt requested; delivered by overnight carrier (such as, but not limited to, UPS, Federal Express or DHL); or personally delivered to the applicable party at the addresses indicated.

If to GEFA:

Andrea Schroer
Georgia Environmental Facilities Authority
233 Peachtree Street, NE
Harris Tower, Suite 900
Atlanta, GA 30303
Phone: (404) 584-1137

If to Local Government:

Lena Stevens
509 North McDonough St.
Decatur, Georgia
30030-3309
lena.stevens@decaturga.com
404-370-4102

Primary Program Point of Contact:

Contact Name: Lena Stevens
 Title: Resource Conservation Coordinator
 E-mail: lena.stevens@decaturga.com
 Phone: 404-370-4102

Primary Financial Point of Contact:

Contact Name: Alfred Johnson
 Title: Bookkeeper
 E-mail: alfred.johnson@decaturga.com
 Phone: 404-370-4100

All notices, demands or requests delivered by hand shall be deemed given upon the date so delivered; those given by mailing as hereinabove provided shall be deemed given on the date of deposit in the United States Mail; those given by commercial courier as hereinabove provided shall be deemed given on the date of deposit with the commercial courier; and those given by facsimile shall be deemed given on the date of facsimile transmittal. Nonetheless, the time period, if any, in which a response to any notice, demand or request must be given shall commence to run from the date of receipt of the notice, demand or request by the addressee thereof. Any notice, demand or request not received because of changed address or facsimile number of which no notice was given as hereinabove provided or because of refusal to accept delivery shall be deemed received by the party to whom addressed on the date of hand delivery, on the date of facsimile transmittal, on the first calendar day after deposit with commercial courier, or on the third calendar day following deposit in the United States Mail, as the case may be.

ARTICLE 5 Miscellaneous

5.1 Department of Energy. The Local Government shall comply with the requirements for Department of Energy grants and cooperative agreements contained in 10 C.F.R. Part 600 as specified in Exhibit "B", attached hereto and incorporated herein by reference.

5.2 American Recovery and Reinvestment Act. The Local Government shall comply with the provisions of the American Recovery and Reinvestment Act (hereinafter "ARRA") of 2009 as specified in Exhibit "C", attached hereto and incorporated herein by reference. In the event of conflict, the stipulations in Exhibits "B" and "C" shall take precedence over any conflicting terms in this Agreement or in the Scope of Services in Exhibit "A".

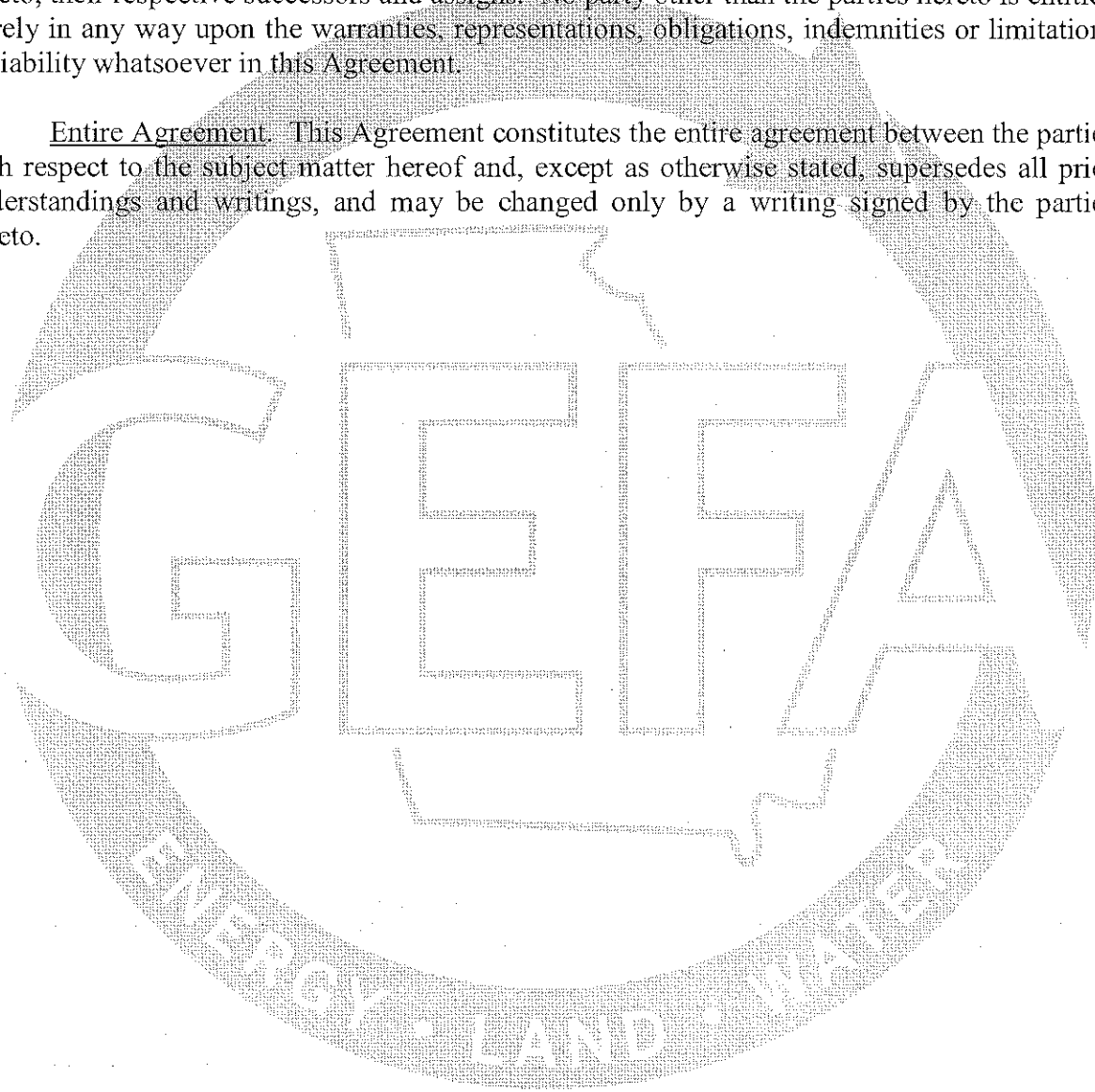
5.3 Contractor. The Local Government shall be "Contractor" as specified in Exhibits "B" and "C."

5.4 Time is of the Essence. All time limits stated herein are of the essence.

5.5 Severability. If a part of this Agreement is invalid, the parties intend to preserve the remainder if the remaining terms provide each party the substantial benefit of its bargain.

5.6 Third Party Beneficiaries. Nothing in this Agreement, whether express or implied, is intended to confer upon any other party any right or interest whatsoever, except the parties hereto, their respective successors and assigns. No party other than the parties hereto is entitled to rely in any way upon the warranties, representations, obligations, indemnities or limitations of liability whatsoever in this Agreement.

5.7 Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and, except as otherwise stated, supersedes all prior understandings and writings, and may be changed only by a writing signed by the parties hereto.



DOE Grant # DE-EE0000806
CFDA: # 81.128

GEFA Contract ARRA_EECBG_LocGov2010_118

IN WITNESS WHEREOF, this Agreement is entered into on the date of execution by both parties.

GEORGIA ENVIRONMENTAL FACILITIES AUTHORITY

Phil Foil
Phil Foil
Executive Director
Date 6/16/10

LOCAL GOVERNMENT

REGGIE MERRISS
Date
Print: Reggie Merriss
Title: City Manager
Attest: [Signature]

[Signature] I certify that I have signature authority for this project in this jurisdiction.

Reggie Merriss

EXHIBIT A
SCOPE OF SERVICES

The following activities will NOT be funded from EECBG funds:

- A. Audits of state or local government buildings
- B. Windows may not be purchased or installed with EECBG funds

The following requirements apply:

- A. An energy audit must be performed BEFORE energy efficiency retrofits begin. Retrofit activities should mirror audit recommendations.
- B. Prior to energy efficiency and renewable energy retrofits being completed, all buildings and properties that receive funding from EECBG funds will need to register their property at www.GovernorsEnergyChallenge.org and include the energy efficiency measure that will be taken in the form of a pledge.
- C. Priority should be given to all residents and businesses who have registered for www.GovernorsEnergyChallenge.org.

PROJECT SCOPE

1. Administration

- a. The City of Decatur's Resource Conservation Coordinator (RCC) will coordinate this program. \$10,000 has been included in the budget to finance the cost of coordinating energy audits, assisting cities with the creation of comprehensive retrofit plans, coordinating training for building inspectors and officials, and other activities associated with the program. This estimate assumes that the RCC will dedicate approximately 20 hours per month to the program in the first year, and 10-15 hours per month during the second year, at a cost of \$25 per hour.

2. Energy Efficiency Retrofits (Gov & Non profit)

- a. Energy efficiency retrofits to government facilities:
 - i. All retrofits will be based on comprehensive energy audits that identify areas in need of efficiency upgrades. Each partner will be responsible for funding the cost of the audits individually.
 - ii. Based on the outcome of the building audits, each partner will individually determine which retrofits to pursue with their allotment of the grant funding. A committee will be established, which includes a representative from each of the partnering cities, to review and approve the retrofits plans.
 - iii. All retrofit projects are limited to the installation of insulation; installation of efficient lighting; heating, venting, and air conditioning (HVAC) and high-efficiency shower/faucet upgrades; weather sealing; the purchase and installation of Energy Star appliances; installation of solar powered appliances with improved efficiency

- iv. The use products manufactured in Georgia will be mandatory unless a suitable product is not available, or if the cost exceeds the next available option by 15%. If Georgia products are not available, other products produced in the U.S. can be considered.
 - v. All three partner cities currently install to ASHRAE 2001 standards.
 - b. Sub-grants to City of Decatur organizations for energy efficiency retrofits.
 - i. Target audience: residential property owners, nonprofit organizations, school districts, local government agencies, and authorities, located within the City of Decatur
 - ii. Value of sub-grants: \$1,000 - \$10,000
 - iii. Requirements: Sub-grantees are subject to the same requirements as the partner cities.
- 3. Energy Efficiency Conservation Programs for Buildings and Facilities**
- a. Each partner will be asked to establish a "Lights Out/Power Down" policy, which requires that lights and electronic devices should be powered down or unplugged when not in use and after business hours.
- 4. Building Codes and Inspections**
- a. Funding has been included in this application to establish a regional effort to help small cities reduce energy usage throughout the residential and commercial renovation and construction process by developing proper programs and procedures to enforce Georgia's energy codes.
 - b. Technical consultation services will be acquired in order to develop the necessary tools to ensure that codes are administered properly and that staff are trained on the implementation of the new tools.
 - c. There will be approximately 2-3 training sessions held. If possible, these sessions will be videotaped and shared with other cities.
 - d. Participation in training sessions will not be limited to the partner cities, provided that funding allows.

EXHIBIT B
DEPARTMENT OF ENERGY

SECTION I: GENERAL PROVISIONS

A. Access to Records

The DOE, the Comptroller General of the United States, or any of their authorized representatives shall have the right of access to any pertinent books, documents, papers, or other records of GEFA or the Contractor which are pertinent to the grant, in order to make audits, examinations, excerpts, and transcripts.

B. Record Retention

Financial records, supporting documents, statistical records, and all other records pertinent to the Services shall be retained in accordance with 10 C.F.R. Part 600.153 (for non-profit organizations), 10 C.F.R. Part 600.242 (for state and local governments), and 10 C.F.R. Part 600.342 (for for-profit organizations).

C. Debarment and Suspension

The Contractor shall not enter into any contract with parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Nonprocurement Programs in accordance with E.O.s 12549 and 12689, "Debarment and Suspension," 2 CFR 180 and 901.

D. Copeland "Anti-Kickback" Act

The Contractor and its subcontractors shall comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented by Department of Labor regulations (29 C.F.R. part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"), and shall cause this or a similar provision to be a part of all contracts entered into by Contractor concerning the Project.

E. Byrd Anti-Lobbying Amendment

The Contractor and its subcontractors shall certify that they will not and have not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352, and shall cause this or a similar provision to be a part of all contracts entered into by Contractor concerning the Project.

F. Equal Employment Opportunity

The Contractor and its subcontractors shall comply with E.O. 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," and shall cause this or a similar provision to be a part of all contracts entered into by Contractor concerning the Project.

G. Contract Work Hours and Safety Standards Act

For construction contracts in excess of \$2000, and contracts involving the employment of mechanics or laborers in excess of \$2500, the Contractor shall comply with sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), as supplemented by Department of Labor regulations (29 CFR part 5). Under section 102 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1 1/2 times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

H. Rights to Inventions Made Under a Contract or Agreement

For contracts or agreements for the performance of experimental, developmental, or research work, the Contractor shall provide for the rights of the Federal Government and GEFA in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

I. Audit, Procurement and Allowable Costs.

The Contractor shall comply with all applicable laws, ordinances, and codes of the Federal government, including, but not limited to:

- (i) provisions for federal audit requirements in the Single Audit Act Amendments of 1996 (31 U.S.C. 7501-7507) and revised OMB Circular A-133 (for states, local governments and non-profit organizations), and 10 C.F.R. Part 600.316 (for for-profit organizations);
- (ii) provisions for federal procurement in OMB Circular No. A-102 and 110;

- (iii) provisions for federal cost principles in 10 C.F.R. Part 440 and OMB Circulars Nos. A-87 (for state and local governments), A-122 (for private non-profit organizations), and 48 C.F.R. Part 31 (for commercial organizations).

J. Nondiscrimination Policies

Contractor must comply with applicable provisions of the following national policies prohibiting discrimination:

- (i) On the basis of race, color, or national origin, in Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.), as implemented by DOE regulations at 10 CFR part 1040;
- (ii) On the basis of sex or blindness, in Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.), as implemented by DOE regulations at 10 CFR parts 1041 and 1042;
- (iii) On the basis of age, in the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.), as implemented by Department of Health and Human Services regulations at 45 CFR part 90 and DOE regulations at 10 CFR part 1040;
- (iv) On the basis of disability, in Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), as implemented by Department of Justice regulations at 28 CFR part 41 and DOE regulations at 10 CFR part 1041;
- (v) On the basis of race, color, national origin, religion, disability, familial status, and sex under Title VIII of the Civil Rights Act (42 U.S.C. 3601 et seq.) as implemented by the Department of Housing and Urban Development at 24 CFR part 100; and
- (vi) On the basis of disability in the Architectural Barriers Act of 1968 (42 U.S.C. 4151 et seq.) for the design, construction, and alteration of buildings and facilities financed with Federal funds.

K. Environmental Policies

Contractor must:

- (i) Comply with applicable provisions of the Clean Air Act (42 U.S.C. 7401, et. seq.), the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.), and Clean Water Act (33 U.S.C. 1251, et. seq.), as implemented by Executive Order 11738 [3 CFR, 1971-1975 Comp., p. 799] and Environmental Protection Agency rules at 40 CFR part 32, Subpart J.

- (ii) Immediately identify to GEFA any potential impact that Contractor finds this award may have on:
- a. The quality of the human environment, including wetlands, and provide any help we may need to comply with the National Environmental Policy Act (NEPA, at 42 U.S.C. 4321 et. seq.) and assist us to prepare Environmental Impact Statements or other environmental documentation. In such cases, you may take no action that will have an adverse environmental impact (e.g., physical disturbance of a site such as breaking of ground) or limit the choice of reasonable alternatives until we provide written notification of Federal compliance with NEPA, as implemented by DOE at 10 CFR Part 1021.
 - b. Flood-prone areas, and provide any help we may need to comply with the National Flood Insurance Act of 1968 and Flood Disaster Protection Act of 1973 (42 U.S.C. 4001 et. seq.), which require flood insurance, when available, for Federally assisted construction or acquisition in flood-prone areas, as implemented by DOE at 10 CFR part 1022.
 - c. Use of land and water resources of coastal zones, and provide any help we may need to comply with the Coastal Zone Management Act of 1972(16 U.S.C. 1451, et. seq.).
 - d. Coastal barriers along the Atlantic and Gulf coasts and Great Lakes' shores, and provide help we may need to comply with the Coastal Barriers Resource Act (16 U.S.C. 3501 et. seq.), concerning preservation of barrier resources.
 - e. Any existing or proposed component of the National Wild and Scenic Rivers system, and provide any help we may need to comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. 1271 et seq.).
 - f. Underground sources of drinking water in areas that have an aquifer that is the sole or principal drinking water source, and provide any help we may need to comply with the Safe Drinking Water Act(42 U.S.C. 300h-3).
- (iii) Comply with applicable provisions of the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846), as implemented by the Department of Housing and Urban Development at 24 CFR part 35. The requirements concern lead-based paint in housing owned by the Federal Government or receiving Federal assistance.
- (iv) Comply with section 6002 of the Resource Conservation and Recovery Act of 1976, as amended (42 U.S.C. 6962), and implementing regulations of the Environmental Protection Agency, 40 CFR Part 247, which require the purchase of recycled products by States or political subdivision of States.

EXHIBIT B
DEPARTMENT OF ENERGY

SECTION II: FEDERAL ASSISTANCE REPORTING

A. Management, Financial and Other Reports

Upon GEFA's request, the Contractor shall assist GEFA in completing:

- (i) an annual special status report in accordance with the Federal Assistance Reporting Instructions;
- (ii) quarterly and final federal financial reports in accordance with the Federal Assistance Reporting Instructions;
- (iii) a final property certification;
- (iv) an annual report; and
- (v) quarterly ARRA performance progress reports.

B. Annual Reports

The Contractor should report the following annually to GEFA:

- The status of development and implementation of the energy efficiency and conservation strategy of the state during the preceding calendar year;
- The status of the subgrant program of the state;
- Specific energy efficiency and conservation goals of the state for subsequent calendar years;
and
- Activities (list all programs created or supported by program funds and amount of program funds spent on each activity, indicate which programs are new and which are existing, indicate which programs are supported solely by program funds, and which have other funding sources.)

C. ARRA Performance Progress Report

The Contractor should report the following metrics quarterly to GEFA:

- a. The total amount of American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, covered funds received;
- b. The amount of American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, covered funds received that were expended or obligated to project or activities;
- c. A detailed list of all projects or activities for which American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, covered funds were expended or obligated including:
 - (i) Name of project or activity
 - (ii) Description of project or activity
 - (iii) Evaluation of the completion status of project or activity
 - (iv) Estimate of number of jobs created and retained by project or activity in the manner and form prescribed by DOE
 - (v) Infrastructure investments made by State and local governments, purpose, total cost, rationale or agency
 - (vi) for funding infrastructure investment, name of agency contact.
 - (vii) Information on subcontracts or subgrants awarded by recipient to include data elements required to comply with the Federal Accountability and Transparency Act of 2006 (Pub. L. 109-282).
 - Jobs created and/or retained
 - Energy (kwh/therms/gallons/BTUs/etc.) saved
 - Renewable energy generated
 - GHG emissions reduced
 - Cost savings

Expenditures: Accurate records should be kept on project expenditures for all EECBG ARRA funded efforts. The specific information to be gathered and tracked is listed below. It will be the same for all project types:

- Expenditures for project activities
- Expenditures for administration
- Expenditures for evaluation

- Leveraged funds

Metrics Activity: The key metrics to be reported will vary by project type. The minimum information to be reported, by project activity type, is reported below.

Building Codes and Standards

- Name of new code adopted
- Name of old code replaced
- Number of new and existing buildings covered by new code

Building Retrofits

- Number of buildings retrofitted, by sector
- Square footage of buildings retrofitted, by sector

Clean Energy Policy

- Number of alternative energy plans developed or improved
- Number of renewable portfolio standards established or improved
- Number of interconnection standards established or improved

Building Energy Audits

- Number of audits performed, by sector
- Floor space audited, by sector
- Auditor's projection of energy savings, by sector

Energy Efficiency Rating and Labeling

- Types of energy-consuming devices for which energy-efficiency rating and labeling systems were endorsed by the grantee

Government, School, Institutional Procurement

- Number of units purchased, by type (e.g., vehicles, office equipment, HVAC equipment, streetlights, exit signs)

Industrial Retrofit Support

- Number of buildings retrofitted, by Industry Type
- Square footage of buildings retrofitted, by Industry Sector

Loans, Grants, and Incentives

- Number and monetary value of loans given
- Number and monetary value of grants given
- Number and monetary value of incentives provided

Incremental Cost for Efficiency and Design Elements in New Buildings

- Number and square footage of new buildings designed, by sector

- Number and square footage of new buildings constructed, by sector

Renewable Energy Market Development

- Number and size of solar energy systems installed
- Number and size of wind energy systems installed
- Number and size of other renewable energy systems installed

Financial Incentives for Energy Efficiency

- Monetary value of financial incentive provided, by sector
- Total value of investments incentivized, by sector
- Estimated impact of incentives on total investment made

Technical Assistance

- Number of information transactions contacts (for example, webinar, site visit, media, fact sheet) in which energy efficiency or renewable energy measure were recommended, by sector

Transportation

- Number of alternative fuel vehicles purchased
- Number of conventional vehicles converted to alternative fuel use
- Number of new alternative refueling stations emplaced
- Number of new carpools and vanpools formed
- Number of energy-efficient traffic signals installed
- Number of street lane-miles for which synchronized traffic signals were installed

Workshops, Training, and Education

- Number and type of workshops, training, and education sessions held
- Number of people attending workshops, training, and education sessions

Other Activities Not Previously Defined

- Pertinent metric information for any activity not defined above should be captured and included as needed

Short-term Outcomes (DOE will provide supplemental guidance on how to calculate these outcomes to ensure consistent approaches that results can be aggregated at a regional, State and national level):

Energy Savings (kwh equivalents)

- Annual reduction in natural gas consumption (mmcf) by sector and end-use category
- Annual reduction in electricity consumption (MWh) by sector and end-use category
- Annual reduction in electricity demand (MW) by sector and end-use category
- Annual reduction in fuel oil consumption (gallons) by sector and end-use category
- Annual reduction in propane consumption (gallons) by sector and end-use category
- Annual reduction in gasoline and diesel fuel consumption (gallons) by sector and

end-use category

Job Creation/Retention

- Number
- Type
- Duration

Renewable Energy Capacity and Generation

- Amount of wind-powered electric generating capacity installed (MW)
- Amount of electricity generated from wind systems (MWh)
- Amount of photovoltaic generating capacity installed (MW)
- Amount of electricity generated from photovoltaic systems (MWh)
- Amount of electric generating capacity from other renewable sources installed (MW)
- Amount of electricity generated from other renewable sources (MWh)

Emissions Reductions (tons) (CO2 equivalents)

- Methane
- Carbon
- Sulfur dioxide
- Nitrogen oxide
- Carbon monoxide

Protected Personally Identifiable Information (PII)

Reports must not contain any *Protected* PII. PII is any information about an individual which can be used to distinguish or trace an individual's identity. Some information that is considered to be PII is available in public sources such as telephone books, public websites, university listings, etc. This type of information is considered to be Public PII and includes, for example, first and last name, address, work telephone number, e-mail address, home telephone number, and general educational credentials. In contrast, *Protected* PII is defined as an individual's first name or first initial and last name in combination with any one or more of types of information, including, but not limited to, social security number, passport number, credit card numbers, clearances, bank numbers, biometrics, date and place of birth, mother's maiden name, criminal, medical and financial records, educational transcripts, etc.

EXHIBIT B
DEPARTMENT OF ENERGY

SECTION III: DOE RECOVERY ACT REPORTING VIA PERFORMANCE AND ACCOUNTABILITY FOR GRANTS IN ENERGY (PAGE) SYSTEM

A. GEFA is responsible for reporting quarterly and monthly information to DOE via PAGE. Attachment 1 lists all metrics that recipients are required to report to the DOE via PAGE on a quarterly basis to DOE. The deadline for reporting these quarterly metrics will be on the 30th of the month, following the close of the quarter for which data are being reported (e.g. April 30th for data from January-March 2010).

In addition to the quarterly reporting of metrics, a subset of key metrics will be reported on a monthly basis from recipients with formula allocations greater than \$2 million. **EECBG recipients with formula allocations less than \$2 million will not be required to report any metrics monthly.** These metrics, listed in Attachment 2, are required to be reported on a more frequent basis in order to track progress and report success in key areas, to identify where additional assistance may be needed, and to maintain transparency and accountability regarding the use of Recovery Act funds. Monthly reports will be due on the 20th of the month following the month for which data is being reported.

B. For quarterly progress reports, Contractor shall no later than the 15th day after the end of each calendar quarter (beginning the quarter ending June 30, 2010), provide GEFA with a report on the use of Recovery Act funding, in accordance with DOE requirements. The reports shall cover the contract period of May 1, 2010 through June 30th, 2012 and is due:

Quarter Ending	Report Due
June 30, 2010	July 15, 2010
September 30, 2010	October 15, 2010
December 31, 2010	January 15, 2011
March 31, 2011	April 15, 2011
June 30, 2011	July 15, 2011
September 30, 2011	October 15, 2011
December 31, 2011	January 15, 2012
March 31, 2012	April 15, 2012
June 30, 2012	July 15, 2012

For monthly reports, Contractor shall no later than the 10th day of the month following month for which data is being reported, provide GEFA with a report on the use of Recovery Act funding, in accordance with DOE requirements. The first monthly reporting deadline will be March 20th, 2010, reporting data for February 2010.

EECBG Program Notice 10-01 Attach 1: EECBG Quarterly Reporting Metrics (Recovery Act) Jobs	
Metric Activity	Metric
Jobs Created	Jobs Created through Recovery Act funds (in FTEs)
Jobs Created	Jobs Created through Non-Federal funds (in FTEs)
Total Head-count	Cumulative number of individuals compensated for any amount of work on Recovery Act-supported projects.
Standard Programmatic Metrics	
Metric Activity	Metric
Building Retrofits	Outlays (Expenditure of Recovery Act funds)
Building Retrofits	Outlays (Expenditure of Non-Federal funds)
Building Retrofits	Number of buildings retrofitted, by sector
Building Retrofits	Square footage of buildings retrofitted, by sector
Loans and Grants	Outlays (Expenditure of Recovery Act funds)
Loans and Grants	Outlays (Expenditure of Non-Federal funds)
Loans and Grants	Number of loans given
Loans and Grants	Number of grants given
Loans and Grants	Total Monetary value of loans given
Loans and Grants	Total Monetary value of grants given
Renewable Energy Market Development	Outlays (Expenditure of Recovery Act funds)
Renewable Energy Market Development	Outlays (Expenditure of Non-Federal funds)
Renewable Energy Market Development	Number of solar energy systems installed
Renewable Energy Market Development	Total capacity of solar energy systems installed (kW)
Renewable Energy Market Development	Number of wind energy systems installed
Renewable Energy Market Development	Total capacity of wind energy systems installed (kW)
Renewable Energy Market Development	Number of other solar thermal systems installed
Renewable Energy Market Development	Total capacity of solar thermal systems installed (square feet)
Renewable Energy Market Development	Number of ground source geothermal systems installed
Renewable Energy Market Development	Total capacity of ground source geothermal systems installed (tons)
Renewable Energy Market Development	Number of biomass (non-transport) systems installed
Renewable Energy Market	Total capacity of biomass (non-transport) systems installed (kW)

Development	
Renewable Energy Market Development	Number of biofuel systems installed
Renewable Energy Market Development	Total capacity of biofuel systems installed (gallons per year)
Renewable Energy Market Development	Number of hydropower systems installed
Renewable Energy Market Development	Total capacity of hydropower systems installed (kW)
Renewable Energy Market Development	Number of other systems installed
Renewable Energy Market Development	Total capacity of other systems installed (BTU/h)
Renewable Energy Market Development	Number of other systems installed
Renewable Energy Market Development	Total capacity of other systems installed (kW)
Building Codes and Standards	Outlays (Expenditure of Recovery Act funds)
Building Codes and Standards	Outlays (Expenditure of Non-Federal funds)
Building Codes and Standards	Name of new code adopted
Building Codes and Standards	Name of old code replaced
Building Codes and Standards	Number of new and existing buildings covered by new code
Clean Energy Policy	Outlays (Expenditure of Recovery Act funds)
Clean Energy Policy	Outlays (Expenditure of Non-Federal funds)
Clean Energy Policy	Number of alternative energy plans developed or improved
Clean Energy Policy	Number of renewable portfolio standards established or improved
Clean Energy Policy	Number of interconnection standards established or improved
Clean Energy Policy	Number of energy efficiency standards established or improved
Clean Energy Policy	Number of other policies developed or improved
Building Energy Audits	Outlays (Expenditure of Recovery Act funds)
Building Energy Audits	Outlays (Expenditure of Non-Federal funds)
Building Energy Audits	Number of audits performed, by sector
Building Energy Audits	Floor space audited by sector
Building Energy Audits	Auditors projection of energy savings by sector
EECBG Program Notice 10-01 Attach 1: EECBG Quarterly Reporting Metrics	Outlays (Expenditure of Recovery Act funds)

(Recovery Act) Energy Efficiency Rating and Labeling	
Energy Efficiency Rating and Labeling	Outlays (Expenditure of Non-Federal funds)
Energy Efficiency Rating and Labeling	Types of energy-consuming devices for which energy-efficiency rating and labeling systems were endorsed by grantee
Government, School, Institutional Procurement	Outlays (Expenditure of Recovery Act funds)
Government, School, Institutional Procurement	Outlays (Expenditure of Non-Federal funds)
Government, School, Institutional Procurement	Number of units purchased, by type (e.g. vehicles, office equipment, HVAC equipment, streetlights, exit signs)
Industrial Process Efficiency	Outlays (Expenditure of Recovery Act funds)
Industrial Process Efficiency	Outlays (Expenditure of Non-Federal funds)
Industrial Process Efficiency	Reduction in natural gas consumption (MMcf)
Industrial Process Efficiency	Reduction in fuel oil consumption (gallons)
Industrial Process Efficiency	Reduction in electricity consumption (MWh)
Financial Incentives for Energy Efficiency and Other Covered Investments	Outlays (Expenditure of Recovery Act funds)
Financial Incentives for Energy Efficiency and Other Covered Investments	Outlays (Expenditure of Non-Federal funds)
Financial Incentives for Energy Efficiency and Other Covered Investments	Monetary value of financial incentive provided, by sector
Financial Incentives for Energy Efficiency and Other Covered Investments	Total value of investments incentivized, by sector
Technical Assistance	Outlays (Expenditure of Recovery Act funds)
Technical Assistance	Outlays (Expenditure of Non-Federal funds)
Technical Assistance	Number of information transactions contacts (for example, webinar, site visit, media fact sheet) in which energy efficiency or renewable energy measures were recommended, by sector
Transportation	Outlays (Expenditure of Recovery Act funds)
Transportation	Outlays (Expenditure of Non-Federal funds)
Transportation	Number of alternative fuel vehicles purchased
Transportation	Number of conventional vehicles converted to alternative fuel use
Transportation	Number of new alternative re-fueling stations emplaced
Transportation	Number of new carpools and vanpools formed
Transportation	Number of energy efficient traffic signals installed

Transportation	Number of street lane miles for which synchronized traffic signals were installed
Workshops, Training, and Education	Outlays (Expenditure of Recovery Act funds)
Workshops, Training, and Education	Outlays (Expenditure of Non-Federal funds)
Workshops, Training, and Education	Number of workshops, training, and education sessions held by sector
Workshops, Training, and Education	Number of people attending workshops, training, and education sessions, by sector
Other Activities Not Previously Defined	Outlays (Expenditure of Recovery Act funds)
Other Activities Not Previously Defined	Outlays (Expenditure of Non-Federal funds)
Other Activities Not Previously Defined	Pertinent metric information for any activity not defined above should be captured and included as needed
Critical Metrics	
Metric Activity	Metric
Energy Savings	Reduction in natural gas consumption (MMcf), by sector
Energy Savings	Reduction in electricity consumption (MWh), by sector
Energy Savings	Reduction in electricity demand (MW), by sector
Energy Savings	Reduction in fuel oil consumption (gallons), by sector
Energy Savings	Reduction in propane consumption (gallons), by sector
Energy Savings	Reduction in gasoline and diesel fuel consumption (gallons), by sector
Energy Cost Savings	Dollars Saved
Renewable Energy Capacity and Generation	Amount of electricity generated from wind systems (MWh)
EECBG Program Notice 10-01 Attach 1: EECBG Quarterly Reporting Metrics (Recovery Act) Renewable Energy Capacity and Generation	Amount of electricity generated from photovoltaic systems (MWh)
Renewable Energy Capacity and Generation	Amount of electricity generated from other renewable sources (MWh)
Emissions Reductions	Amount of green house gases reduced (CO2 equivalents) ¹
Emissions Reductions	Amount of criteria air pollutants reduced (tons) ²
EECBG Program Notice 10-01 Attach 2: EECBG Monthly Reporting Metrics (Recovery Act)	

Jobs	
Metric Activity	Metric
Total Head-count	Cumulative number of individuals compensated for any amount of work on Recovery Act-supported projects.
Standard Programmatic Metrics	
Metric Activity	Metric
Building Retrofits	Outlays (Expenditure of Recovery Act Funds)
Building Retrofits	Number of buildings retrofitted, by sector
Building Retrofits	Square footage of buildings retrofitted, by sector
Loans and Grants	Outlays (Expenditure of Recovery Act Funds)
Loans and Grants	Number of loans given
Loans and Grants	Number of grants given
Loans and Grants	Total Monetary value of loans given
Loans and Grants	Total Monetary value of grants given
Renewable Energy Market Development	Outlays (Expenditure of Recovery Act Funds)
Renewable Energy Market Development	Number of solar energy systems installed
Renewable Energy Market Development	Total capacity of solar energy systems installed (kW)
Renewable Energy Market Development	Number of wind energy systems installed
Renewable Energy Market Development	Total capacity of wind energy systems installed (kW)
Renewable Energy Market Development	Number of other solar thermal systems installed
Renewable Energy Market Development	Total capacity of solar thermal systems installed (square feet)
Renewable Energy Market Development	Number of ground source geothermal systems installed
Renewable Energy Market Development	Total capacity of ground source geothermal systems installed (tons)
Renewable Energy Market Development	Number of biomass (non-transport) systems installed
Renewable Energy Market Development	Total capacity of biomass (non-transport) systems installed (kW)
Renewable Energy Market Development	Number of biofuel systems installed
Renewable Energy Market Development	Total capacity of biofuel systems installed (gallons per year)
Renewable Energy Market Development	Number of hydropower systems installed

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Renewable Energy Market Development	Total capacity of hydropower systems installed (kW)
Renewable Energy Market Development	Number of other systems installed
Renewable Energy Market Development	Total capacity of other systems installed (BTU/h)
Renewable Energy Market Development	Number of other systems installed
Renewable Energy Market Development	Total capacity of other systems installed (kW)
Building Codes and Standards	Outlays (Expenditure of Recovery Act Funds)
Clean Energy Policy	Outlays (Expenditure of Recovery Act Funds)
Building Energy Audits	Outlays (Expenditure of Recovery Act Funds)
Energy Efficiency Rating and Labeling	Outlays (Expenditure of Recovery Act Funds)
Government, School, Institutional Procurement	Outlays (Expenditure of Recovery Act Funds)
Industrial Process Efficiency	Outlays (Expenditure of Recovery Act Funds)
Financial Incentives for Energy Efficiency and Other Covered Investments	Outlays (Expenditure of Recovery Act Funds)
Technical Assistance	Outlays (Expenditure of Recovery Act Funds)
Transportation	Outlays (Expenditure of Recovery Act Funds)
Workshops, Training, and Education	Outlays (Expenditure of Recovery Act Funds)
Other Activities Not Previously Defined	Outlays (Expenditure of Recovery Act Funds)

EXHIBIT C
AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009

**SECTION I: SPECIAL PROVISIONS RELATING TO WORK FUNDED UNDER
AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009**

A. Preamble

The American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, (Recovery Act) was enacted to preserve and create jobs and promote economic recovery, assist those most impacted by the recession, provide investments needed to increase economic efficiency by spurring technological advances in science and health, invest in transportation, environmental protection, and other infrastructure that will provide long-term economic benefits, stabilize State and local government budgets, in order to minimize and avoid reductions in essential services and counterproductive State and local tax increases. Recipients shall use grant funds in a manner that maximizes job creation and economic benefit.

The Recipient shall comply with all terms and conditions in the Recovery Act relating generally to governance, accountability, transparency, data collection and resources as specified in Act itself and as discussed below.

Recipients should begin planning activities for their first tier subrecipients, including obtaining a DUNS number (or updating the existing DUNS record), and registering with the Central Contractor Registration (CCR).

Be advised that Recovery Act funds can be used in conjunction with other funding as necessary to complete projects, but tracking and reporting must be separate to meet the reporting requirements of the Recovery Act and related guidance. For projects funded by sources other than the Recovery Act, Contractors must keep separate records for Recovery Act funds and to ensure those records comply with the requirements of the Act.

The Government has not fully developed the implementing instructions of the Recovery Act, particularly concerning specific procedural requirements for the new reporting requirements. The Recipient will be provided these details as they become available. The Recipient must comply with all requirements of the Act. If the recipient believes there is any inconsistency between ARRA requirements and current award terms and conditions, the issues will be referred to the Contracting Officer for reconciliation.

B. Definitions

For purposes of this clause, Covered Funds means funds expended or obligated from appropriations under the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5. Covered Funds will have special accounting codes and will be identified as Recovery Act funds in the grant, cooperative agreement or TIA and/or modification using Recovery Act funds. Covered Funds must be reimbursed by September 30, 2015.

Non-Federal employer means any employer with respect to covered funds -- the contractor, subcontractor, grantee, or recipient, as the case may be, if the contractor,

subcontractor, grantee, or recipient is an employer; and any professional membership organization, certification of other professional body, any agent or licensee of the Federal government, or any person acting directly or indirectly in the interest of an employer receiving covered funds; or with respect to covered funds received by a State or local government, the State or local government receiving the funds and any contractor or subcontractor receiving the funds and any contractor or subcontractor of the State or local government; and does not mean any department, agency, or other entity of the federal government.

Recipient means any entity that receives Recovery Act funds directly from the Federal government (including Recovery Act funds received through grant, loan, or contract) other than an individual and includes a State that receives Recovery Act Funds.

C. The parties to this Agreement shall be guided by and subject to the provisions of ARRA, ARRA-related legislation, and all Federal and State regulations, directives, guidance and circulars issued for the purpose of implementing the ARRA program (hereinafter "ARRA Obligations").

D. Some requirements of the ARRA program lack specificity, particularly with regard to, but not limited to, reporting requirements, funding allocations, timeframes and the like. GEFA shall provide Contractor with specific ARRA requirements as they are made available to GEFA by the Federal Government, which requirements shall be binding on Contractor as a condition of Contractor's participation in the ARRA program, and as a condition of receipt of funds under the program, PROVIDED:

1. That such additional requirements shall be issued by GEFA in writing in the form of ARRA program guidance, bulletins and/or directives;
2. That such additional requirements shall be issued by GEFA in the most timely and expeditious manner practicable;
3. That such additional requirements shall be reasonably necessary to satisfy Contractor's and GEFA's ARRA Requirements and to realize the purposes of ARRA;
4. That major and material changes in the ARRA program and/or ARRA requirements which substantially affect Contractor's and/or GEFA's ability to fulfill their ARRA Requirements or otherwise serve to create a substantial hardship on either Contractor or GEFA shall be subject to an amendment to this Agreement;

5. That the parties' failure to execute a mutually acceptable amendment, as contemplated in subsection B. 4 above, in a reasonable period of time, given the exigencies of the ARRA program, shall result in this Agreement's being without force and effect subject only to such provisions contained herein as are intended to survive the Agreement in accordance with the express and implied provisions of applicable Federal and State law; and
6. That upon GEFA's good faith determination, delivered to Contractor by written notice, that Agreement between the parties to any necessary amendment as contemplated in subsection B. 4 above, cannot be achieved, then this Agreement shall be "closed out" and the funds disposed in accordance with established GEFA procedure and policy and as required under Federal and State law.
 - E. Contractor shall, in accordance with such governing laws, charter, articles, bylaws, ordinances, rules and procedures as are applicable to Contractor, issue resolutions for the approval of this Agreement which may address the unique nature of ARRA program requirements and ARRA Requirements and which may create provisional or conditional authorizations or approvals that are subject to further elaboration and/or determination as contemplated in subsection B. above., to include, but not limited to grant amounts, and such other provisions which may, during the term of this Agreement, be altered or adjusted as a result of actions by the Federal and State Governments in accordance with ARRA and ARRA Requirements. Should Contractor be obligated under its own procedure to amend or reissue such resolutions as are contemplated herein, it shall provide a copy of such resolution to GEFA as soon as is practicable.
 - F. For purposes of ensuring full compliance with ARRA and ARRA Requirements, GEFA may initiate special audits, monitoring visits and requests for ARRA program-related information, which Contractor shall provide and/or accommodate in a timely fashion.
 - G. In the event that Contractor fails to assist and cooperate with GEFA in its oversight functions as provided in subsection D., or should GEFA determine Contractor has not met its Requirements under this Agreement, the following may occur:
 1. GEFA may issue a written, detailed finding and directive, advising Contractor of its failure to meet its obligations, which directive shall specify a time certain within a reasonable period of time, given the urgency and time constraints associated with ARRA, in which Contractor must be in full compliance with the directive;
 2. Should Contractor fail to comply with the finding and directive in accordance with subsection E. 1 above, GEFA may suspend ARRA program payments to Contractor as provided herein until such time as Contractor is in compliance;

3. Should Contractor dispute GEFA's finding, Contractor shall within 15 days of receipt of the finding deliver a written rebuttal to GEFA which GEFA shall evaluate and respond to within ten days, stating whether the finding shall be revoked, amended or enforced;
4. Any suspension of ARRA payments as provided in subsection E. 2 above shall be conditioned upon GEFA providing the Federal funding agency with copies of its finding(s) and directive(s) together with Contractor's rebuttal(s);
5. Should the Federal funding agency have or be willing to conduct an investigative or review process, the payment suspension shall be in force until such time as the Federal funding agency affirms or recommends or compels reversal of GEFA's finding(s);
6. Contract status and payment obligations disputes which are not resolved to the mutual satisfaction of the parties through the procedures specified in subsections E. 1) to 5) above, shall be resolved in accordance with procedures established for the standard (non-ARRA) GEFA programs under applicable Federal and State law, provided GEFA may, at its option, withhold ARRA program payments until final resolution of the matter as provided in this subsection.

H. Contractor shall, to the extent practical and feasible, include in all informational materials made available to the general public, including but not limited to newsletters, bulletins, fliers, advertisements, forms and signs, the following phrase: "This project, program or service is funded in whole or in part by the American Recovery and Reinvestment Act of 2009 in cooperation with the Georgia Environmental Facilities Authority."

I. Separate Accounting

Contractor shall segregate the obligations and expenditures related to funding under the Recovery Act. Financial and accounting systems should be revised as necessary to segregate, track and maintain these funds apart and separate from other revenue streams. No part of the funds from the Recovery Act shall be commingled with any other funds or used for a purpose other than that of making payments for costs allowable for Recovery Act projects. Recovery Act funds can be used in conjunction with other funding sources as necessary to complete projects, but tracking and reporting must be separate to meet the reporting requirements of the Recovery Act and OMB Guidance.

EXHIBIT C
AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009

SECTION II: SECTION 1512 REPORTING REQUIREMENTS

A. Section 1512 of the Recovery Act requires reports on the use of Recovery Act funding by GEFA no later than the 10th day after the end of each calendar quarter (beginning the quarter ending March 31, 2010) and for the Federal agency providing those funds to make the reports publicly available no later than the 30th day after the end of that quarter.

B. GEFA is responsible for reporting the information required by Section 1512 of the Act and as provided in any Guidance on the Act, including the Federal Funding Accountability and Transparency Act (FFATA) data elements for the contractors of GEFA required under 1512(c)(4). In addition, GEFA must report three additional data elements associated with any vendors receiving funds from GEFA for any payments greater than \$25,000. Specifically, GEFA must report the identity of the vendor by reporting the D-U-N-S number, the amount of the payment, and a description of what was obtained in exchange for the payment. If the vendor does not have a D-U-N-S number, then the name and zip code of the vendor's headquarters will be used for identification. Vendors, as defined in the guidance, are not required to obtain a D-U-N-S number.

C. Contractor shall no later than the 4th day after the end of each calendar quarter (beginning the quarter ending March 31, 2010), provide GEFA with a report on the use of Recovery Act funding, in accordance with Section 1512 of the Act and as provided in any Guidance on the Act. The report shall cover the contract period of May 1, 2010 through June 30, 2012 and is due:

Quarter Ending	Report Due
June 30, 2010	July 5, 2010
September 30, 2010	October 5, 2010
December 31, 2010	January 5, 2011
March 31, 2011	April 5, 2011
June 30, 2011	July 5, 2011
September 30, 2011	October 5, 2011
December 31, 2011	January 5, 2012
March 31, 2012	April 5, 2012
June 30, 2012	July 5, 2012

- D. General Requirements. The Contractor report to GEFA shall include the following:
1. Total amount of funds received, and of that, the amount spent on projects and activities;
 2. A list of those projects and activities funded by name to include:
 - (a) Description;
 - (b) Completion status; and
 - (c) Estimates on jobs created or retained.
 3. Details on sub-awards and other payments.

E. FFATA Data Elements. The Contractor report to GEFA shall also include the FFATA data elements required under Section 1512(c)(4) for payments from GEFA to Contractor. In addition, the Contractor shall report one data element associated with any vendors receiving funds from the Contractor. Specifically, the Contractor must report, for any payments greater than \$25,000, the identity of the vendor by reporting the D-U-N-S number, if available, or otherwise the name and zip code of the vendor's headquarters. Vendors are not required to obtain a D-U-N-S number.

The specific data elements to be reported by GEFA and Contractor are included in the data dictionary contained in the *Recipient Reporting Data Model*. This document will be published on OMB's website and www.Recovery.gov as supplemental materials to the January 22, 2009 Guidance. Below are the basic reporting requirements to be reported on prime recipients, recipient vendors, sub-recipients, and sub-recipient vendors. Administrative costs are excluded from the reporting requirements. The basic reporting requirements below may contain multiple data elements as defined in the data dictionary.

Prime Recipient/GEFA

1. Federal Funding Agency Name
2. Award identification
3. Recipient D-U-N-S
4. Parent D-U-N-S
5. Recipient CCR information
6. CFDA number, if applicable
7. Recipient account number
8. Project/grant period
9. Award type, date, description, and amount
10. Amount of Federal Recovery Act funds expended to projects/activities
11. Activity code and description

12. Project description and status
13. Job creation narrative and number
14. Infrastructure expenditures and rationale, if applicable
15. Recipient primary place of performance
16. Recipient area of benefit
17. Recipient officer names and compensation (Top 5)
18. Total number and amount of small sub-awards; less than \$25,000

Recipient Vendor

1. D-U-N-S or Name and zip code of Headquarters (HQ)
2. Expenditure amount
3. Expenditure description

Sub-Recipient/Contractor (also referred to as FFATA Data Elements)

1. Sub-recipient D-U-N-S
2. Sub-recipient CCR information
3. Sub-recipient type
4. Amount received by sub-recipient
5. Amount awarded to sub-recipient
6. Sub-award date
7. Sub-award period
8. Sub-recipient place of performance
9. Sub-recipient area of benefit
10. Sub-recipient officer names and compensation (Top 5)

Sub-Recipient Vendor

1. D-U-N-S or Name and zip code of HQ

F. Jobs Creation Estimates. The Contractor shall report to GEFA jobs estimates for each project or activity, as required by Section 1512(c)(3)(D) of the Recovery Act. The final detailed reporting requirements for recipients of grants, cooperative agreements, loans and contracts along with data entry instructions will be posted on www.FederalReporting.gov as explained in federal agency award terms/clauses.

The points below provide an overview of the key requirements and supplemental guidance on reporting the employment impact of the Recovery Act funded work.

- Prime recipients are required to report an estimate of jobs directly created or retained by project and activity or contract. Recipients will be required to report an aggregate number for the cumulative jobs created or retained for the quarter in a separate numeric field. Recipients will also be asked to provide a narrative description of the employment impact. While no change is being made to the actual information required to be reported, the clarification that this information will be collected in two separate fields – one

numeric and a text field for the narrative – is an update from previous Recovery Act guidance.

- A job created is a new position created and filled or an existing unfilled position that is filled as a result of the Recovery Act; a job retained is an existing position that would not have been continued to be filled were it not for Recovery Act funding. A job cannot be counted as both created and retained. Also, only compensated employment in the United States or outlying areas should be counted. See 74 FR 14824 for definitions.
- The estimate of the number of jobs required by the Recovery Act should be expressed as “full-time equivalents” (FTE), which is calculated as total hours worked in jobs created or retained divided by the number of hours in a full-time schedule, as defined by the recipient (see Section 5.3 for more information). The FTE estimates must be reported cumulatively each calendar quarter.
- Recipients of grants, cooperative agreements, and loans must include in the aggregate number and their narrative description an estimate of jobs created and retained on projects and activities managed by their funding recipients. This clarification is a change from previous guidance, based on comments received on the Federal Register notice and stakeholder input. For additional guidance on providing these estimates see Section 5.4. Recipients should not attempt to report on the employment impact on materials suppliers and central service providers (so-called “indirect” jobs) or on the local community (“induced” jobs). Employees who are not directly charged to Recovery Act supported projects/activities, who, nonetheless, provide critical indirect support, e.g., clerical/administrative staff preparing reports, institutional review board staff members, departmental administrators, are NOT counted as jobs created/retained. Recipients report only direct jobs because they may not have sufficient insight or consistent methodologies for reporting indirect or induced jobs. The Council of Economic Advisers is developing a macro-economic methodology to account for the overall employment impact of the Recovery Act.
- The narrative should include a brief description of the types of jobs created or retained. This description may rely on job titles, broader labor categories, or the recipient’s existing practice for describing jobs as long as the terms used are widely understood and describe the general nature of the work.
- Recipients will report for all projects and activities or federally awarded contracts regardless of whether they are funded in whole or in part by the Recovery Act, but should report only on the jobs and funding attributable to an award under the Recovery Act.

Recipients must include an estimate of jobs created and retained on projects and activities managed by their funding recipients in their aggregate number and their narrative description. This information will be provided for each project and activity funded by the Recovery Act. The clarification that recipients must report jobs estimates for all sub-awarded funds is an update from previous guidance.

EXHIBIT C
AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009

**SECTION III. WAGE RATE REQUIREMENTS, BUY AMERICAN PROVISIONS,
INSPECTION OF RECORDS**

A. Wage Rate Requirements Under Section 1606 Of The Recovery Act

1. Section 1606 of the Recovery Act requires that all laborers and mechanics employed by contractors and subcontractors on projects funded directly by or assisted in whole or in part by and through the Federal Government pursuant to the Recovery Act shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code (Davis-Bacon Act).

2. Pursuant to Reorganization Plan No. 14 and the Copeland Act, 40 U.S.C. 3145, the Department of Labor has issued regulations at 29 C.F.R. parts 1, 3, and 5 to implement the Davis-Bacon and related Acts. Regulations in 29 C.F.R. 5.5 instruct agencies concerning application of the standard Davis-Bacon contract clauses set forth in that section.

3. Contractor shall comply with the wage rate requirements under Section 1606 of the ARRA, and shall require its contractors and subcontractors to pay laborers and mechanics employed on ARRA-assisted construction at least the Davis-Bacon prevailing wages. Contractor shall cause the standard Davis-Bacon contract clauses found in 29 C.F.R. 5.5(a) to be incorporated in any resultant covered contracts that are in excess of \$2,000 for construction, alteration or repair (including painting and decorating).

4. Contractor shall maintain payrolls and basic records relating to payroll during the course of the work and preserve them for a period of three years thereafter for all laborers and mechanics working on the project, or as designated in the grant document. Contractor shall also ensure that all laborers and mechanics on a project funded or assisted in whole or part with Recovery Act funds are paid on a weekly basis and must submit weekly certified payroll records to the contracting and administering agency.

B. Buy American

1. None of the funds provided under this Agreement derived from the American Recovery and Reinvestment Act, Pub. L. 111-5, may be used for a project for the construction, alteration, maintenance, or repair of a public building or public work unless all of the iron, steel, and manufactured goods used in the project are produced in the United States.

2. Subsection 1 shall not apply in any case or category of cases in which the head of the Federal department or agency (grantor) finds that –

- a. applying subsection 1 would be inconsistent with the public interest;
- b. iron, steel, and the relevant manufactured goods are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality; or
- c. inclusion of iron, steel and manufactured goods produced in the United States will increase the cost of the overall project by more than 25 percent.

3. If the head of a Federal department or agency determines that it is necessary to waive the application of subsection 1 based on a finding under subsection 2, the head of the department or agency shall publish in the Federal Register a detailed written justification as to why the provision is being waived.

4. This section shall be applied in a manner consistent with United States obligations under international agreements.

5. Implementation of this provision should follow the forthcoming requirements in the Federal Acquisition Regulation or as otherwise identified by the Contracting Officer.

C. Authority Of U.S. Comptroller General

1. Pursuant to Section 902 of the ARRA, the U.S. Comptroller General and his representatives shall have the authority to:

(a) examine any records of the Contractor or any of its subcontractors, or any State or local agency administering such contract, that directly pertain to, and involve transactions relating to, the contract or subcontract; and

(b) interview any officer or employee of the contractor or any of its subcontractors, or of any State or local government agency administering the contract, regarding such transactions.

2. Contractor shall cause the provision in subsection C.1, or a similar provision to be a part of all contracts entered into by Contractor concerning the Project.

D. Authority Of Federal Inspector General

1. Pursuant to Section 1515(b) of the ARRA, any representative of an appropriate inspector general appointed under section 3 or 8G of the Inspector General Act of 1978 (5 U.S.C. App.), shall have the authority to:

(a) examine any records of the Contractor or grantee, any of its subcontractors or subgrantees, or any State or local agency administering such contract, that pertain to, and involve transactions relating to, the contract, subcontract, grant, or subgrant; and

(b) interview any officer or employee of the contractor, subcontractors, grantee, subgrantee, or any state or local government agency administering the contract, regarding such transactions.

2. Contractor shall cause the provision in subsection D.1, or a similar provision to be a part of all contracts entered into by Contractor concerning the Project.

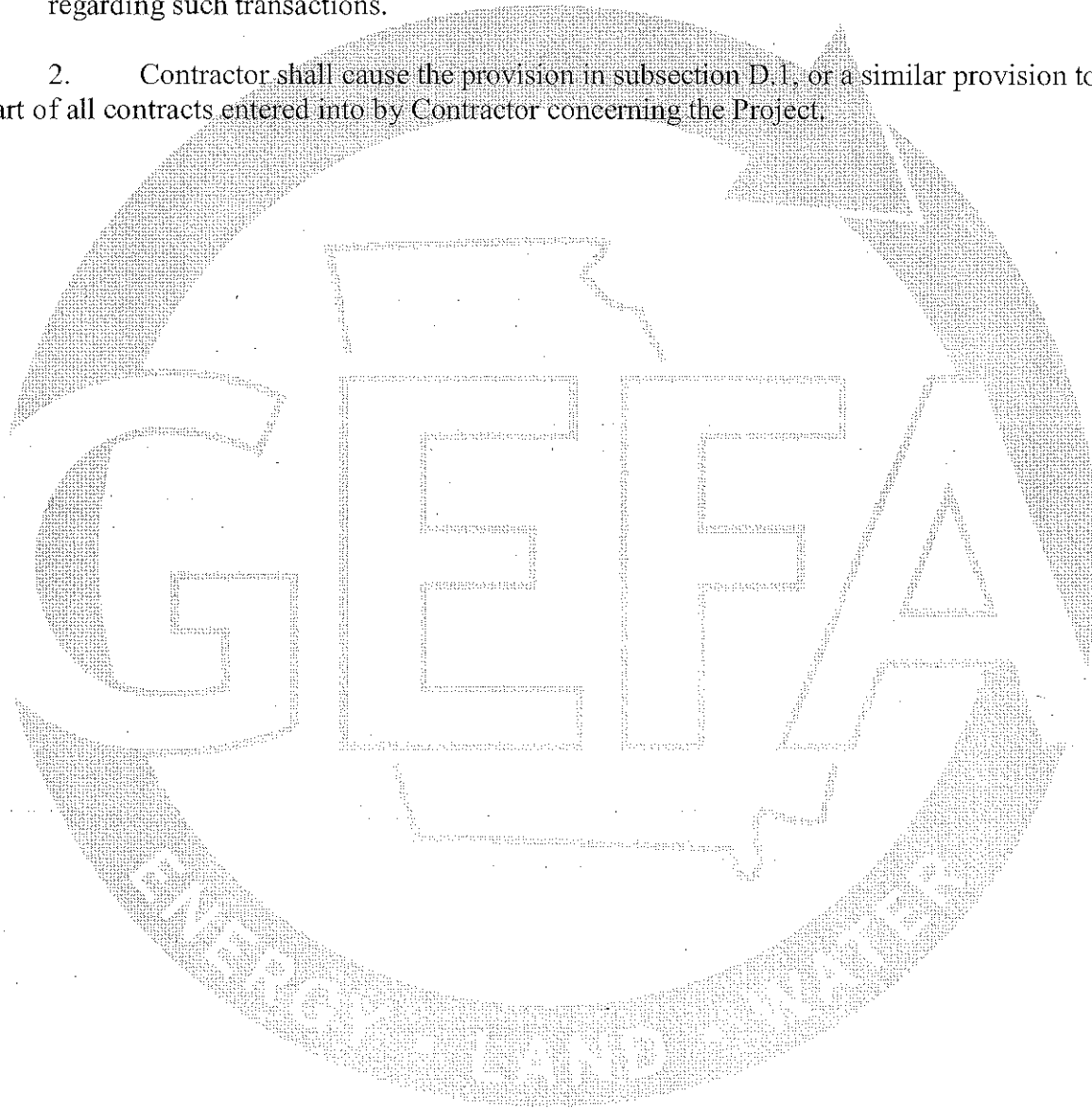


EXHIBIT C
AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009

IV. ADDITIONAL PROVISIONS

A. Administrative Requirements

For all Contractors, administrative requirements of the awards will be governed by Section 1512 of the American Recovery and Reinvestment Act of 2009.

B. Central Contractor Registration (CCR)

1. As required under the Recovery Act, Contractor must have a Dun and Bradstreet Universal Numbering System (DUNS) number (www.dnb.com) (or update its existing DUNS record), and register with the Central Contractor Registration (CCR; www.ccr.gov) no later than July 10, 2009. (ARRA § 1512, ARRA § 1609)
2. Contractor must maintain active and current registrations in the Central Contractor Registration (www.ccr.gov) at all times during which it has active federal awards funded with Recovery Act funds.

C. Preservation Of Open Competition And Government Neutrality Towards Contractors' Labor Relations On Federally Funded Construction Projects

1. Unless in conflict with the State of Georgia or local laws, Contractor must ensure that bid specifications, project agreements, or other controlling documents in construction contracts awarded pursuant to this agreement, or pursuant to a subaward to this agreement, do not:
 - a. Require or prohibit bidders, offerors, Contractors, or subcontractors to enter into or adhere to agreements with one or more labor organizations, on the same or other related construction project(s); or
 - b. Otherwise discriminate against bidders, offerors, Contractors, or subcontractors for becoming or refusing to become or remain signatories or otherwise to adhere to agreements with one or more labor organizations, on the same or other related construction project(s).
2. The term "construction contract" as used in this provision means any contract for the construction, rehabilitation, alteration, conversion, extension, or repair of buildings, highways, or other improvements to real property.

3. Nothing in this provision prohibits bidders, offerors, Contractors, or subcontractors from voluntarily entering into agreements with labor organizations.

D. Procurement

All funds under this Agreement expended through a subcontract for personal services or goods shall be fully subject to open and free competition as directed by OMB Circulars A-102 and A-110. Contractor may not rely on prior contractual relationships with a subcontractor as the sole justification a subcontract awarded with ARRA funds. Contractor must fully implement all procurement procedures and requirements pursuant to Subsection C.

E. Whistleblowers Protection

Contractor acknowledges and agrees to the following obligations and proscriptions with respect to whistleblower protection contemplated under the provisions of ARRA as well as the associated policies and guidelines of the Federal Government concerning implementation of ARRA. Contractor further agrees to fully inform GEFA in writing in a timely fashion of any circumstance or incident related to the matters covered in this section.

Prohibition on Reprisals: An employee of any non-Federal employer receiving covered funds under the Recovery Act may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing, including a disclosure made in the ordinary course of an employee's duties, to the Accountability and Transparency Board, an inspector general, the Comptroller General, a member of Congress, a State or Federal regulatory or law enforcement agency, a person with supervisory authority over the employee (or other person working for the employer who has the authority to investigate, discover or terminate misconduct, a court or grand jury, the head of a Federal agency, or their representatives information that the employee believes is evidence of:

- Gross management of an agency contract or grant relating to covered funds;
- Gross waste of covered funds Weatherization Program Notice 09-1B 15
- Substantial and specific danger to public health or safety related to the implementation or use of covered funds;
- Abuse of authority related to the implementation or use of covered funds; or
- Violation of law, rule, or regulation related to an agency contract (including the competition for or negotiation of a contract) or grant, awarded or issued relating to covered funds.

Agency Action: Not later than 30 days after receiving an inspector general report of an alleged reprisal, the head of the agency shall determine whether there is sufficient basis to conclude that the non-Federal employer has subjected the employee to a prohibited reprisal. The agency shall either issue an order denying relief in whole or in part or shall take one or more of the following actions:

- Order the employer to take affirmative action to abate the reprisal.
- Order the employer to reinstate the person to the position that the person held before the reprisal, together with compensation including back pay, compensatory damages, employment benefits, and other terms and conditions of employment that would apply to the person in that position if the reprisal had not been taken.
- Order the employer to pay the employee an amount equal to the aggregate amount of all costs and expenses (including attorneys' fees and expert witnesses' fees) that were reasonably incurred by the employee for or in connection with, bringing the complaint regarding the reprisal, as determined by the head of a court of competent jurisdiction.

Nonenforceability of Certain Provisions Waiving Rights and Remedies or Requiring Arbitration: Except as provided in a collective bargaining agreement, the rights and remedies provided to aggrieved employees by this section may not be waived by any agreement, policy, form, or condition of employment, including any predispute arbitration agreement. No predispute arbitration agreement shall be valid or enforceable if it requires arbitration of a dispute arising out of this section.

Requirement to Post Notice of Rights and Remedies: Any employer receiving covered funds under the Recovery Act shall post notice of the rights and remedies as required therein. See www.Recovery.gov.

F. Prohibited Use Of Funds

Pursuant to the Recovery Act, Section 1604, Restrictions, Contractor shall not use Recovery Act funds to support or benefit projects or activities for casinos or other gambling establishments, aquariums, zoos, golf courses, or swimming pools.

G. Information In Support Of Recovery Act Reporting

Contractor is responsible for maintaining and may be required to submit backup documentation for all expenditures of funds under the Recovery Act including such items as timecards and invoices. Contractor shall provide copies of backup documentation at the request of the Contracting Officer or designee.

H. False Claims Act

Contractor shall promptly refer to GEFA for transmission to the DOE or other appropriate Inspector General any credible evidence that a principal, employee, agent, contractor, subgrantee, subcontractor or other person has submitted a false claim under the False Claims Act or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity or similar misconduct involving those funds.



EXHIBIT D: METRICS

Each contractor is required to meet the below metrics and to report on their progress toward achieving these metrics on a monthly and quarterly basis

<u>METRIC</u>	<u>NUMERICAL GOAL</u>
Jobs Creation / Retention	
Job Creation/Retention	0
Emissions Reductions <i>(Calculated using the EECBG Estimated Expected Benefits Calculator and ICLEI's CACP software)</i>	
Greenhouse Gases Reduced (CO2 Equivalents)	7,876 tons of CO2 Equivalent
Criteria air pollutants reduced (TONS)	58
<i>Particulate Matter</i>	<i>1</i>
<i>Carbon Monoxide</i>	<i>1</i>
<i>Nitrous Oxides</i>	<i>13</i>
<i>Sulfur Dioxides</i>	<i>43</i>
Energy Savings	
Select Relevant Sector: <input checked="" type="checkbox"/> Commercial, <input type="checkbox"/> Industrial, <input checked="" type="checkbox"/> Residential, <input type="checkbox"/> Transportation, <input checked="" type="checkbox"/> Public, <input checked="" type="checkbox"/> Institutional, <input type="checkbox"/> Agricultural, <input type="checkbox"/> All sectors, <input type="checkbox"/> Other: <i>Please note: if you working on more than sector, but not "All sectors", please contact GEFA prior to completing and submitting this information.</i>	
Annual reduction in natural gas consumption (mmcf)	
Annual reduction in electricity consumption (MWh)	10516
Annual reduction in electricity demand (MW)	
Annual reduction in fuel oil consumption (gallons)	
Annual reduction in propane consumption (gallons)	
Annual reduction in gasoline consumption (gallons)	
Building Retrofits	
Select Relevant Sector: <input type="checkbox"/> Commercial, <input type="checkbox"/> Industrial, <input type="checkbox"/> Residential, <input type="checkbox"/> Transportation, <input checked="" type="checkbox"/> Public, <input type="checkbox"/> Institutional, <input type="checkbox"/> Agricultural, <input type="checkbox"/> All sectors, <input type="checkbox"/> Other: <i>Please note: if you working on more than sector, but not "All sectors", please contact GEFA</i>	

prior to completing and submitting this information.

Number of buildings retrofitted (#) *City facilities <u>ONLY</u>	
City of Decatur	4
City of Chamblee	2
City of Dunwoody	2
Square footage of buildings retrofitted (# sq. ft.)	
City of Decatur	110,000
City of Chamblee	
City of Dunwoody	
Loans & Grants Given	
Number of grants (#)	10
Total monetary value of grants (\$)	\$1,000 - \$10,000
Number of loans (#)	
Total monetary value of loans (\$)	
Renewable Energy Market Development	
Solar Energy Systems Installed (#)	
Total capacity of systems installed (KW)	
Wind Energy Systems Installed (#)	
Total capacity of systems installed (KW)	
Other Renewable Energy Systems Installed (#)	
Total capacity of systems installed (KW)	
Technical Assistance	
Select Relevant Sector:	
<input type="checkbox"/> Commercial, <input type="checkbox"/> Industrial, <input type="checkbox"/> Residential, <input type="checkbox"/> Transportation, <input type="checkbox"/> Public, <input type="checkbox"/> Institutional,	
<input type="checkbox"/> Agricultural, <input type="checkbox"/> All sectors, <input type="checkbox"/> Other:	
<i>Please note: if you working on more than sector, but not "All sectors", please contact GEFA</i>	
<i>prior to completing and submitting this information.</i>	

DOE Grant # DE-EE0000806
 CFDA: # 81.128

GEFA Contract ARRA_EECBG_LocGov2010_118

Number of information contacts (for example, webinar, site visit, media, fact sheet) in which energy efficiency or renewable energy measure were recommended, by sector (#)	
Workshops, Training, and Education	
Select Relevant Sector: <input type="checkbox"/> Commercial, <input type="checkbox"/> Industrial, <input type="checkbox"/> Residential, <input type="checkbox"/> Transportation, <input checked="" type="checkbox"/> Public, <input type="checkbox"/> Institutional, <input type="checkbox"/> Agricultural, <input type="checkbox"/> All sectors, <input type="checkbox"/> Other:	
<i>Please note: if you working on more than sector, but not "All sectors", please contact GEFA prior to completing and submitting this information.</i>	
Workshops, Training Events, or Educational Seminars (#)	2
Participants Trained (#)	10
Industrial Process Efficiency (kwh equivalents)	
Reduction in natural gas consumption (mmcf)	
Reduction in fuel oil consumption (gallons)	
Reduction in electricity consumption(MWh)	6,862
Building Codes and Standards	
Name of new code adopted	
Name of old code replaced	
Number of new and existing buildings covered by new code	
Clean Energy Policy	
Number of Alternative energy plans developed or improved	
Number of renewable energy portfolio standards	
Number of interconnection standards established or improved	
Number of energy efficiency standards established or improved	
Number of other policies developed or improved	
Building Energy Audits	
Number of Audits performed by sector	
Select Relevant Sector: <input type="checkbox"/> Commercial, <input type="checkbox"/> Industrial, <input type="checkbox"/> Residential, <input type="checkbox"/> Transportation, <input checked="" type="checkbox"/> Public, <input type="checkbox"/> Institutional,	

Agricultural, All sectors, Other:

Please note: if you working on more than sector, but not "All sectors", please contact GEFA prior to completing and submitting this information.

Floor space audited by sector (ft ²)	
City of Decatur (<i>completed audits</i>)	110,000
City of Chamblee	
City of Dunwoody	
Government School and Institutional Procurement	
Number of units purchased by type (hvac, exits signs, lighting)	

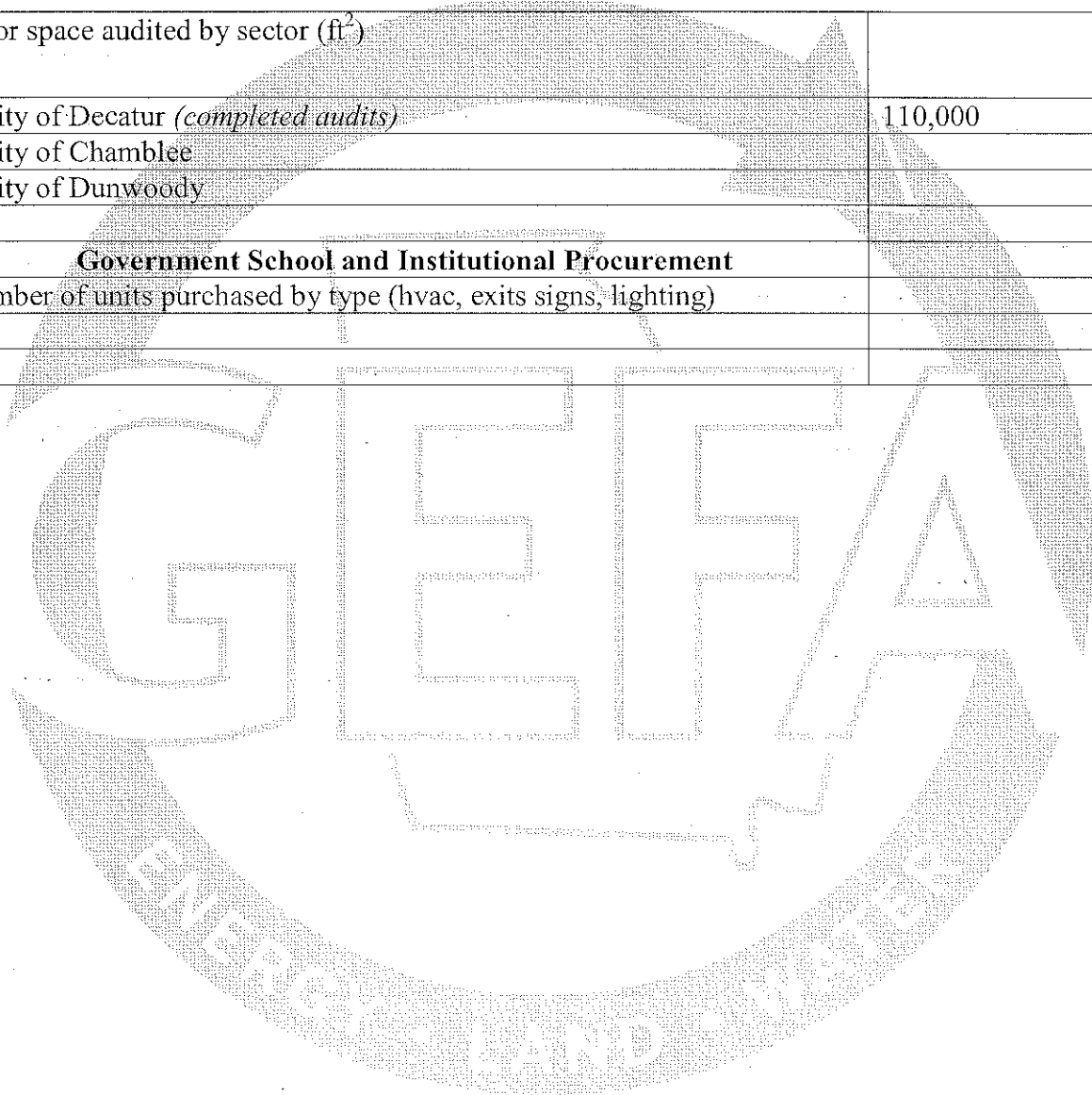


EXHIBIT E: BUDGET

Activity Category	Budget Details	Budget Dollars
Administration	The City of Decatur's Resource Conservation Coordinator (RCC) will coordinate this program. \$10,000 has been included in the budget to finance the cost of coordinating energy audits, assisting cities with the creation of comprehensive retrofit plans, coordinating training for building inspectors and officials, and other activities associated with the program. This estimate assumes that the RCC will dedicate approximately 20 hours per month to the program in the first year, and 10-15 hours per month during the second year, at a cost of \$25 per hour.	\$10,000
Development of Energy Efficiency & Conservation Strategy		
Technical Consultant Services		
Residential & Commercial Building Energy Audits		
Financial Incentive Programs		
Energy Efficiency Retrofits (Gov & Non profit)	The majority of this grant request will finance energy efficiency retrofits to government owned facilities in the City of Decatur, City of Chamblee, and City of Dunwoody. \$400,000 has been included in the budget for this purpose. Additionally, The City of Decatur would like to earmark \$40,000 to issue sub-grants ranging from \$1,000-\$10,000 to nonprofit organizations, school districts, local government agencies, and authorities, located within the City of Decatur.	\$440,000
Energy Efficiency Conservation Programs for Buildings and Facilities		
Building Codes and	Funding has been included in this application to	\$50,000

Inspections	establish a regional effort to help small cities reduce energy usage throughout the residential and commercial renovation and construction process by developing proper programs and procedures to enforce Georgia's energy codes.	
Renewable Energy Technologies		
Totals		\$500,000

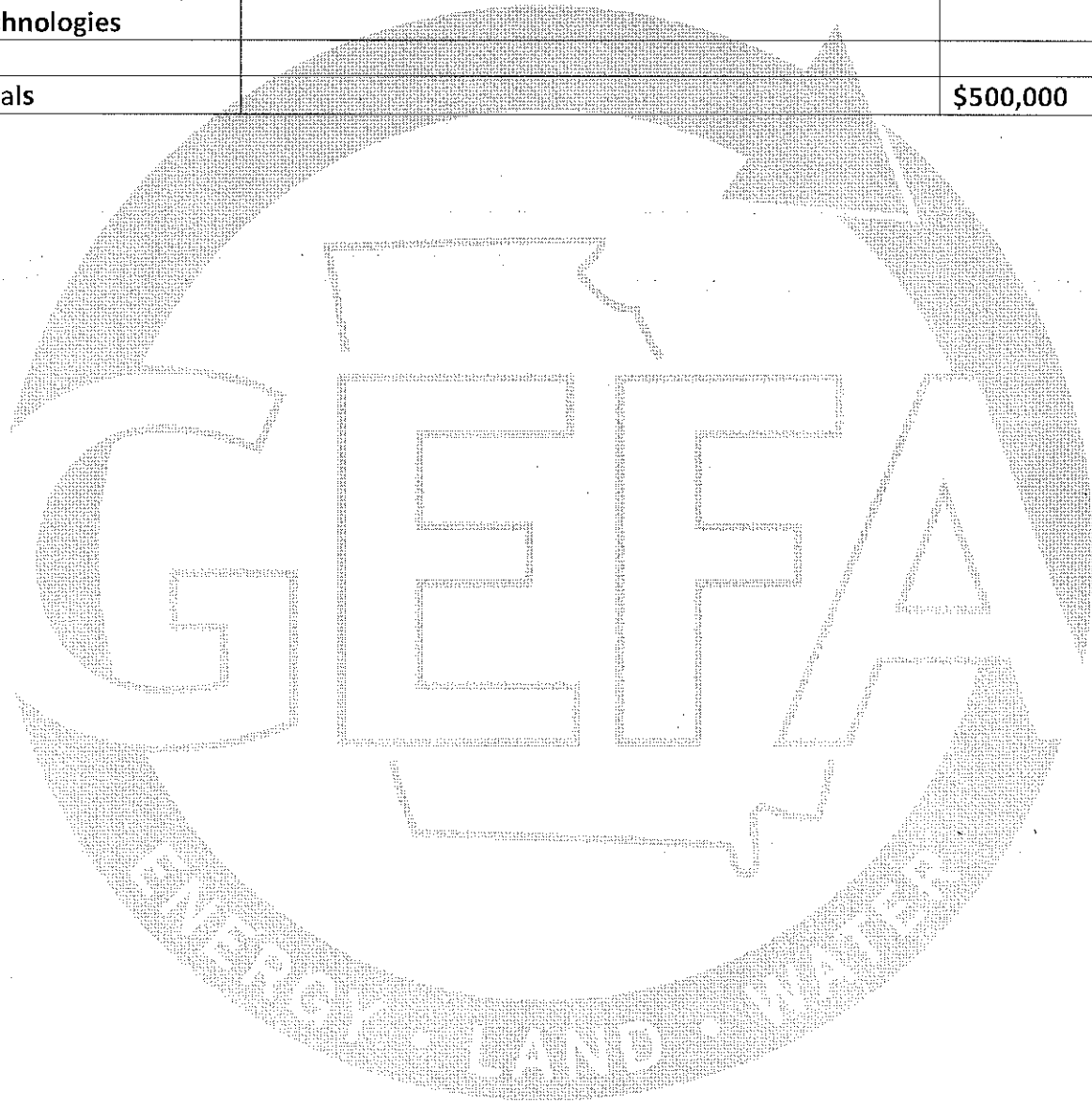


EXHIBIT F: TIMELINE

The contractor will adhere to the below timeline. The contractor will notify GEFA in writing if it falls behinds schedule. GEFA reserves the right to revoke the contract with 60 days notice if the contractor fails to show progress.

Summary of Activities	Time Frame
Receive award notification.	01/01/10-03/31/10
Contract preparations, enter into contract with GEFA.	04/01/10-06/30/10
<ol style="list-style-type: none"> 1. Energy audits begin for participating cities. 2. For cities that have completed audits, retrofit plans will be developed and approved by committee. 3. Participating cities approve Lights Out/Power Down policy. 4. Participating cities discuss establishing internal revolving funds for energy efficiency improvements. 5. Once an approved retrofit plan is in place, and proper policies and procedures are understood by all parties, cities may begin retrofits. 6. Begin planning training for Building Codes/Inspections staff. 	07/01/10-09/30/10
<ol style="list-style-type: none"> 1. Participating cities continue to conduct energy audits. 2. For cities that have completed audits, retrofit plans will be developed and approved by committee. 3. Cities begin/continue energy efficiency retrofits according to approved plans. 4. Guidelines published for all or part of sub-grant funding to Decatur organizations. 5. Training and/or the development of tools begins for Building Codes and Inspections staff. 	10/01/10-12/31/10
<ol style="list-style-type: none"> 1. Participating cities continue to conduct energy audits. 2. For cities that have completed audits, retrofit plans will be developed and approved by committee. 3. Cities begin/continue energy efficiency retrofits according to approved plans. 4. Training and/ or the development of tools continues for Building Codes and Inspections staff. 5. First round of grants awarded to Decatur organizations. 	01/01/11-03/31/11
<ol style="list-style-type: none"> 1. Participating cities continue to conduct energy audits. 2. For cities that have completed audits, retrofit plans will be developed and approved by committee. 3. Cities begin/continue energy efficiency retrofits according to approved plans. 4. Training and/ or the development of tools is finalized for Building Codes and Inspections staff. 5. Sub-grants to Decatur organizations are monitored. 	04/01/11—6/31/11
<ol style="list-style-type: none"> 1. For cities that have completed audits, but have not yet developed a 	07/01/11-09/30/11

<p>retrofit plan, plans must be approved by the Georgia Environmental Facilities Authority in order to ensure that sufficient time remains to complete retrofits.</p> <ol style="list-style-type: none"> 2. Cities begin/continue energy efficiency retrofits according to approved plans. 3. Guidelines published for remaining portion of sub grants to Decatur organizations (if applicable). 4. Sub-grants to Decatur organizations are monitored. 	
<ol style="list-style-type: none"> 1. Cities begin/continue energy efficiency retrofits according to approved plans. 2. Second round of grants awarded to Decatur organizations (if applicable). 3. Sub-grants to Decatur organizations are monitored. 	10/01/11-12/31/11
<ol style="list-style-type: none"> 1. Cities begin/continue energy efficiency retrofits according to approved plans. 2. Sub-grants to Decatur organizations are monitored. 	01/01/12-03/31/12
<ol style="list-style-type: none"> 1. Cities finalize energy efficiency retrofits according to approved plans. 2. Sub-grants to Decatur organizations are monitored. 	04/01/12—6/31/12

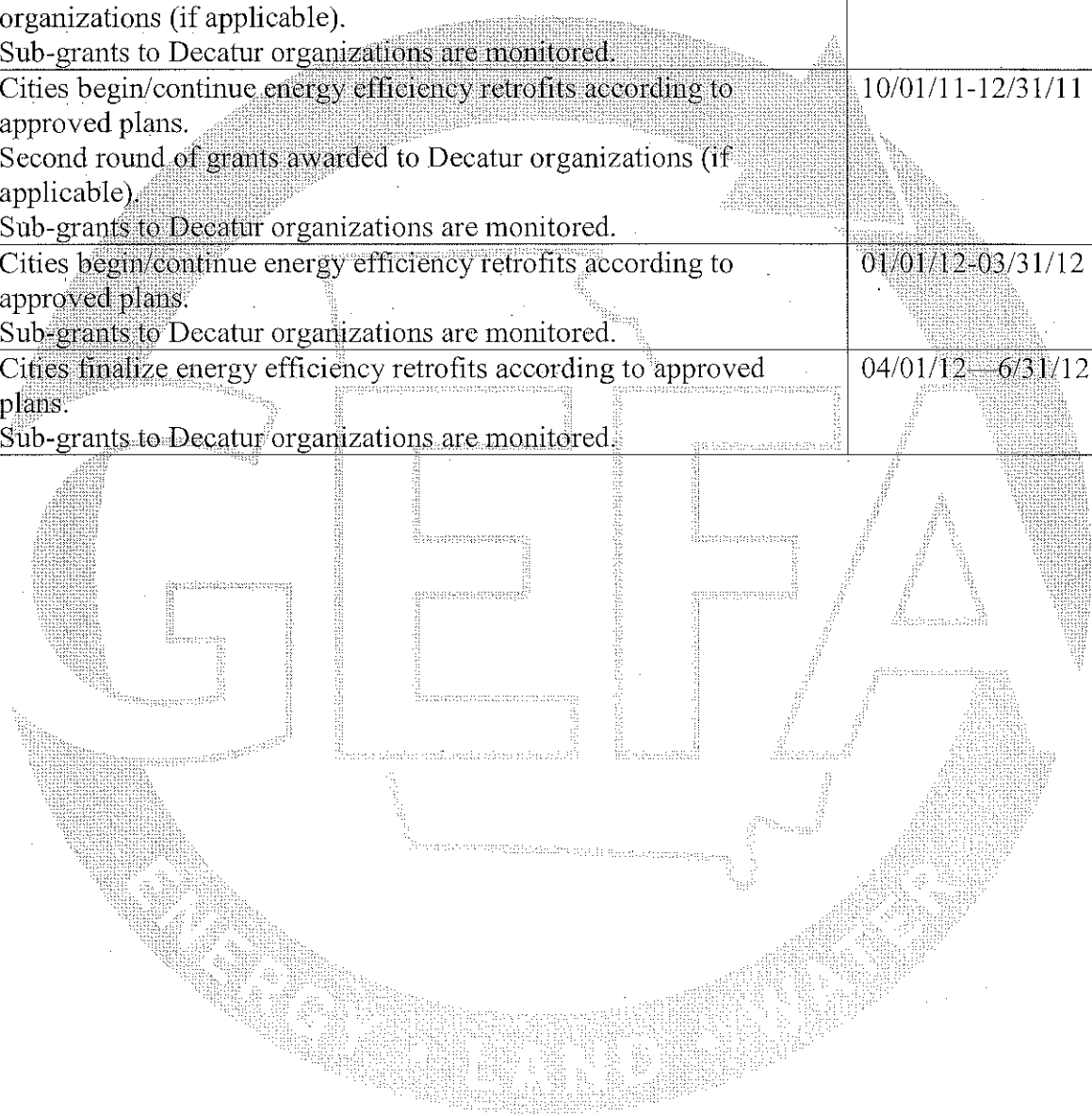


EXHIBIT G: NEPA REQUIREMENTS

The contractor must limit project activities to those that have received NEPA CX approval, per the below categories and conditions.

Part I – Bounded Categories

1. Conducting residential and commercial building energy audits, which Projects include hiring technical consultants for such work.
2. Establishment of financial incentive programs for energy efficiency improvements.
3. Provision of grants to nonprofit organizations and governmental agencies for the purpose of performing energy efficiency retrofits, provided that:
 - Projects Are Limited To: installation of insulation; installation of efficient lighting; heating, venting, and air conditioning (HVAC) and high-efficiency shower/faucet upgrades; weather sealing; the purchase and installation of ENERGY STAR appliances; installation of solar powered appliances with improved efficiency; and replacement of windows and doors.
4. Development and implementation of energy efficiency and conservation programs for buildings and facilities within the jurisdiction of the entity, provided that:
 - Projects Are Limited To: design and operation of the programs; identifying the most effective methods for achieving the maximum participation and efficiency rates; public education, measurement and verification protocols; and identification of energy efficient technologies.
5. Development and implementation of programs to conserve energy used in transportation, provided that:
 - Projects Are Limited To: use of flex time by employers; use of satellite work centers; development and promotion of zoning guidelines or requirements that promote energy efficient development; and synchronization of traffic signals.
6. Development and implementation of building codes and inspection services, and associated training and enforcement of such codes in order to support code compliance and promote building energy efficiency.
7. Projects to increase participation and efficiency rates for material conservation programs.
8. Replacement of traffic signals and street lighting with energy efficient technologies.

9. Development, implementation, and installation on or in any government building of onsite renewable energy technology that generates electricity from renewable resources, provided that:

- Projects Are Limited To:
 - Solar Electricity/Photovoltaic - appropriately-sized system or unit on existing rooftops and parking shade structures; or a 60 KW system or smaller unit installed on the ground within the boundaries of an existing facility.
 - Wind Turbine - 20 KW or smaller.
 - Solar Thermal - system must be 20 KW or smaller.
 - Solar Thermal Hot Water - such as appropriately sized for small buildings.
 - Ground Source Heat Pump - 5.5-ton capacity or smaller, horizontal/vertical, ground, closed-loop system.
 - Combined Heat and Power System - boilers sized appropriately for the buildings in which they are located.
 - Biomass Thermal - 3 MMBTUs per hour or smaller system with appropriate Best Available Control Technologies (BACT) installed and operated.

Part II - Integral Element Requirements and Other Conditions

State [X] shall award sub-grants only for Projects that would not:

- (1) Threaten a violation of applicable statutory, regulatory, or permit requirements for environment, safety, and health, including requirements of DOE and/or Executive Orders;
- (2) Require siting and construction or major expansion of waste storage, disposal, recovery, or treatment facilities (including incinerators);
- (3) Disturb hazardous substances, pollutants, contaminants, or CERCLA-excluded petroleum and natural gas products that preexist in the environment such that there would be uncontrolled or unpermitted releases; or
- (4) Adversely affect environmentally sensitive resources. Environmentally sensitive resources include, but are not limited to:
 - (i) Property (e.g., sites, buildings, structures, objects) of historic, archeological, or architectural significance designated by Federal, state, or local governments or property eligible for listing on the National Register of Historic Places;
 - (ii) Federally-listed threatened or endangered species or their habitat (including critical habitat), Federally- proposed or candidate species or their habitat, or state-listed endangered or threatened species or their habitat;

- (iii) Wetlands regulated under the Clean Water Act (33 U.S.C. 1344) and floodplains;
- (iv) Areas having a special designation such as Federally- and state-designated wilderness areas, national parks, national natural landmarks, wild and scenic rivers, state and Federal wildlife refuges, and marine sanctuaries;
- (v) Prime agricultural lands;
- (vi) Special sources of water (such as sole-source aquifers, wellhead protection areas, and other water sources that are vital in a region); and
- (vii) Tundra, coral reefs, or rain forests.

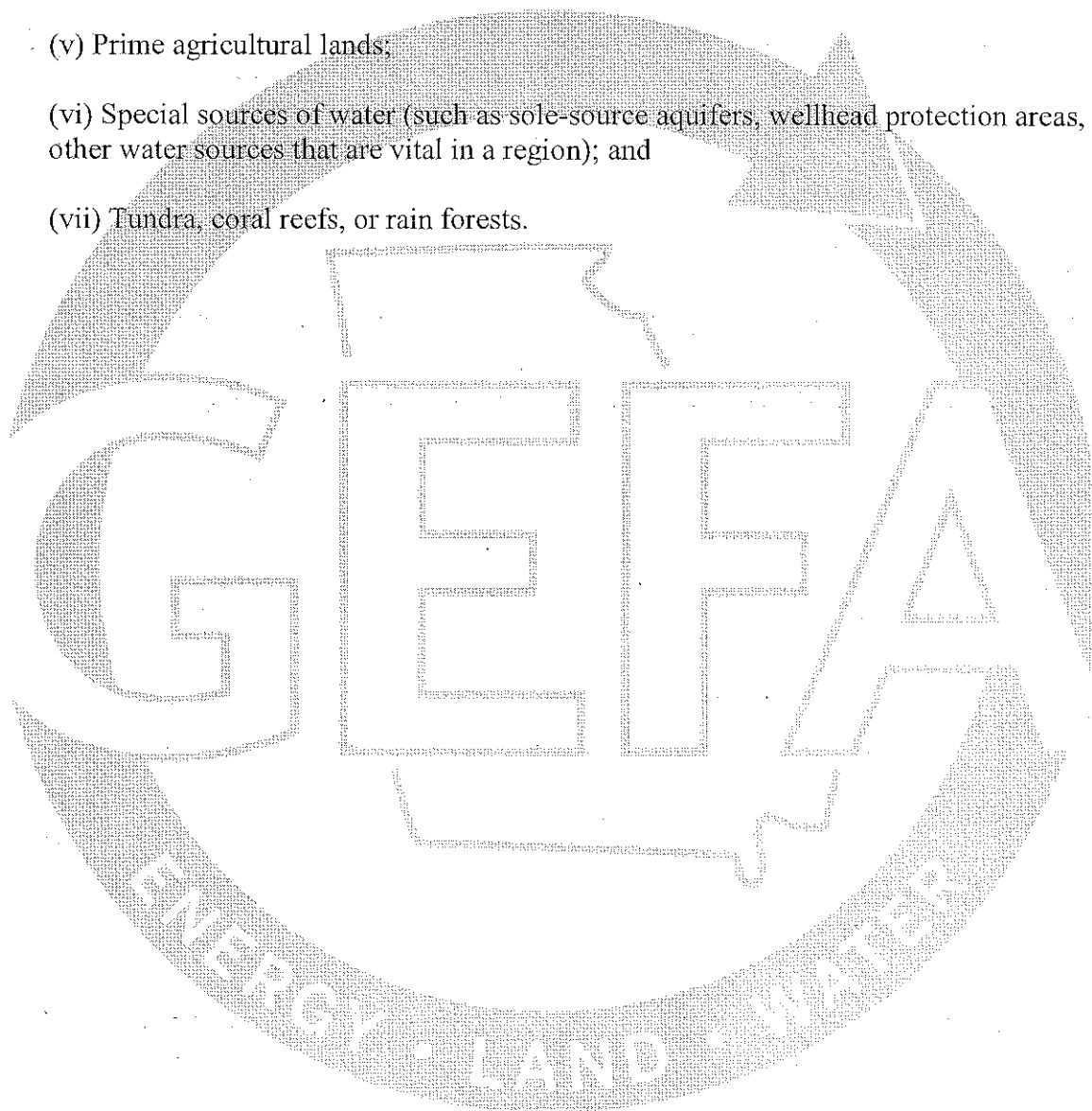


EXHIBIT H:
STATE HISTORIC PRESERVATION OFFICE REQUIREMENTS (SHPO)

Section 106 of National Historic Preservation Act (NHPA) mandates that projects receiving federal funds coordinate with State Historic Preservation Office (SHPO) to ensure compliance at state and local level. Compliance with SHPO will be required for all non-residential buildings *older than 50 years*.

The contractor will need to work with SHPO when installing the following:

- renewable energy
- insulation
- select fixture replacement
- select mechanical equipment upgrades