**RUTHERFORD COUNTY, TENNESSEE**
**BUDGET AMENDMENT REQUEST**
**GENERAL FUND**

Requesting Department: Property Assessor
Signature of Department Head: Bob Mitchell
Date Requested: 5-Aug-14
Approved By: Ernest Burgess
Date Approved: 8/6/14

| Account No. & Description | Original Budget | Amended to Date | Actual to Date | **Requested Increase** | **Requested Decrease** | Amended Appropriation |
|---|---|---|---|---|---|---|
| **Property Assessor** | | | | | | |
| 101-46190 Other General Government Grants | $ - | $ - | $ - | $ 23,400 | | $ 23,400 |
| | | | | | | - |
| 101-52300-718 Motor Vehicles | - | - | - | 52,000 | | 52,000 |
| | | | | | | - |
| 101-39000 Unassigned Fund Balance | | 18,776,772 | 18,776,772 | | 28,600 | 18,748,172 |
| | | | | | | - |
| | | | | | | - |
| | | | | | | - |
| | | | | | | - |
| | | | | | | - |
| | | | | | | - |
| | | | | 52,000 | 52,000 | - |

EXPLANATION FOR ABOVE AMENDMENT REQUEST

Rutherford County was awarded a grant for the Tennessee Department of Environment and Conservation for the purchase of two electric vehicles to be used in the County Assessor's Office. The required match is 55% or $28,600.

**Finance Department Use Only**

Date Posted:_____

Posted By:_____

# GRANT CONTRACT

(cost reimbursement grant contract with a federal or Tennessee local or quasi-governmental entity)

| Begin Date | End Date | Agency Tracking # | Edison ID |
|---|---|---|---|
| August 1, 2014 | July 31, 2016 | 32701-02031 | PO_____ |

| Contractor Legal Entity Name | Edison Vendor ID |
|---|---|
| Rutherford County Government | 0000000041 |

| Subrecipient or Vendor | CFDA # |
|---|---|
| ☒ Subrecipient ☐ Vendor | |

**Service Caption** (one line only)

Clean Tennessee Energy Grant Program

**Funding —**

| FY | State | Federal | Interdepartmental | Other | TOTAL Contract Amount |
|---|---|---|---|---|---|
| 2015 | | | $23,400.00 | | $23,400.00 |
| | | | | | |
| | | | | | |
| | | | | | |
| 2015 | | | | | |
| **TOTAL:** | | | **$23,400.00** | | **$23,400.00** |

**American Recovery and Reinvestment Act (ARRA) Funding:** ☐ YES ☒ NO

**Budget Officer Confirmation:** There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.

*OCR USE – GG*

*EDISON 40076*

| Speed Chart (optional) | Account Code (optional) |
|---|---|
| EN00017611 | 71301000 |

327.31

**GRANT CONTRACT**
**BETWEEN THE STATE OF TENNESSEE**
**DEPARTMENT OF ENVIRONMENT AND CONSERVATION**
**AND**
**RUTHERFORD COUNTY GOVERNMENT**

This Grant Contract, by and between the State of Tennessee, Department of Environment and Conservation, hereinafter referred to as the 'State" and Rutherford County Government, hereinafter referred to as the "Grantee," is for the provision of Clean Tennessee Energy Grant Program, as further defined in the "SCOPE OF SERVICES."

Grantee Edison Vendor ID # 0000000041

**A. SCOPE OF SERVICES:**

A.1. The Grantee shall provide all service and deliverables as required, described, and detailed herein and shall meet all service and delivery timelines as specified by this Grant Contract.

A.2. The grantee shall purchase, install and construct an environmental energy project that shall result in the reduction of emissions and pollutants as described in the Grantee's application.

A.3. Cleaner Alternative Energy improvements may include projects to generate energy using biomass, geothermal, solar, and wind.

A.4. Energy Conservation improvements may include lighting; heating, ventilation, and air conditioning (HVAC); improved fuel efficiency; insulation; and idling minimization.

A.5. Air Quality Improvement may include projects to reduce greenhouse gas (GHG), sulfur dioxide ($SO_2$), volatile organic compounds (VOC), nitrogen oxide ($NO_X$), and hazardous air pollutants (HAP).

A.6. The Grantee shall obtain all required permits prior to commencing work on the project.

A.7. The Grantee shall provide the State with reports on the results of the project for five (5) years after implementation. The Grantee expressly understands and agrees that the obligations set forth in this section shall survive the termination of this grant.

A.8. The Grantee shall comply with the International Energy Conservation code (2006 edition to present). This code is founded on principles intended to establish provisions consistent with the scope of an energy conservation code that adequately conserves energy; provisions that do not unnecessarily increase construction costs; provisions that do not restrict the use of new materials, products or methods of construction; and provisions that do not give preferential treatment to particular types of classes of materials, products or methods of construction.

A.9. The Grantee shall enroll and engage in the Environmental Protection Agency's ENERGY STAR Portfolio Manager. The ENERGY STAR portfolio manager is an online tool that one can use to measure and track energy and water consumption as well as greenhouse gas emissions.

A.10. Incorporation of Additional Documents. Each of the following documents is included as a part of this Grant Contract by reference or attachment. In the event of a discrepancy or ambiguity regarding the Grantee's duties, responsibilities, and performance hereunder, these items shall govern in order of precedence below.

a. this Grant Contract document with any attachments or exhibits (excluding the items listed at subsections b. and c., below);

b. the State grant proposal solicitation as may be amended, if any;

c. the Grantee's proposal (Attachment 1) incorporated to elaborate supplementary scope of services specifications.

**B. CONTRACT PERIOD:**

This Grant Contract shall be effective for the period beginning August 1, 2014, and ending on July 31, 2016. The Grantee hereby acknowledges and affirms that the State shall have no obligation for Grantee services or expenditures that were not completed within this specified contract period.

**C. PAYMENT TERMS AND CONDITIONS:**

C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed Twenty Three Thousand Four Hundred Dollars ($23,400.00). The Grant Budget, attached and incorporated hereto as Attachment 2, shall constitute the maximum amount due the Grantee for all service and Grantee obligations hereunder. The Grant Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.

C.2. Compensation Firm. The maximum liability of the State is not subject to escalation for any reason unless amended. The Grant Budget amounts are firm for the duration of the Grant Contract and are not subject to escalation for any reason unless amended, except as provided in section C.6.

C.3. Payment Methodology. The Grantee shall be reimbursed for actual, reasonable, and necessary costs based upon the Grant Budget, not to exceed the maximum liability established in section C.1. Upon progress toward the completion of the work, as described in section A of this Grant Contract, the Grantee shall submit invoices prior to any reimbursement of allowable costs.

C.4. Travel Compensation. Reimbursement to the Grantee for travel, meals, or lodging shall be subject to amounts and limitations specified in the "State Comprehensive Travel Regulations," as they are amended from time to time, and shall be contingent upon and limited by the Grant Budget funding for said reimbursement.

C.5. Invoice Requirements. The Grantee shall invoice the State no more often than monthly, with all necessary supporting documentation, and present such to:

Department of Environment and Conservation
Kathy Glapa, Office of Sustainable Practices
William R. Snodgrass Tennessee Tower, 2nd Floor
312 Rosa L. Parks Blvd
Nashville, Tennessee 37243

a. Each invoice shall clearly and accurately detail all of the following required information (calculations must be extended and totaled correctly).

(1) Invoice/Reference Number (assigned by the Grantee).
(2) Invoice Date.
(3) Invoice Period (to which the reimbursement request is applicable).
(4) Grant Contract Number (assigned by the State).
(5) Grantor: Department of Environment and Conservation, Office of Sustainable Practices.
(6) Grantor Number (assigned by the Grantee to the above-referenced Grantor).
(7) Grantee Name.

(8) Grantee Tennessee Edison Registration ID Number Referenced in Preamble of this Grant Contract.
(9) Grantee Remittance Address.
(10) Grantee Contact for Invoice Questions (name, phone, and/or fax).
(11) Itemization of Reimbursement Requested for the Invoice Period— it must detail, at minimum, all of the following:

i. The amount requested by Grant Budget line-item (including any travel expenditure reimbursement requested and for which documentation and receipts, as required by "State Comprehensive Travel Regulations," are attached to the invoice).
ii. The amount reimbursed by Grant Budget line-item to date.
iii. The total amount reimbursed under the Grant Contract to date.
iv. The total amount requested (all line-items) for the Invoice Period.

b. The Grantee understands and agrees to all of the following.

(1) An invoice under this Grant Contract shall include only reimbursement requests for actual, reasonable, and necessary expenditures required in the delivery of service described by this Grant Contract and shall be subject to the Grant Budget and any other provision of this Grant Contract relating to allowable reimbursements.
(2) An invoice under this Grant Contract shall not include any reimbursement request for future expenditures.
(3) An invoice under this Grant Contract shall initiate the timeframe for reimbursement only when the State is in receipt of the invoice, and the invoice meets the minimum requirements of this section C.5.

C.6. Budget Line-items. Expenditures, reimbursements, and payments under this Grant Contract shall adhere to the Grant Budget. The Grantee may vary from a Grant Budget line-item amount by up to twenty percent (20%) of the line-item amount, provided that any increase is off-set by an equal reduction of other line-item amount(s) such that the net result of variances shall not increase the total Grant Contract amount detailed by the Grant Budget. Any increase in the Grant Budget, grand total amounts shall require an amendment of this Grant Contract.

C.7. Disbursement Reconciliation and Close Out. The Grantee shall submit any final invoice and a grant disbursement reconciliation report within sixty (60) days of the Grant Contract end date and in form and substance acceptable to the State.

a. The Grant Budget specifies a Grantee Match Requirement and the final grant disbursement reconciliation report shall detail all Grantee expenditures recorded to meet said requirement.

i. No Grantee expenditure shall be recorded and reported toward meeting a Grantee Match Requirement of more than one grant contract with the state of Tennessee.

ii. The final grant disbursement reconciliation report shall specifically detail the exact amount of any Grantee failure to meet a Match Requirement, and the maximum total amount reimbursable by the State pursuant to this Grant Contract, as detailed by the Grant Budget column "Grant Contract," shall be reduced by the amount that the Grantee failed to contribute to the Total Project as budgeted.

b. If total disbursements by the State pursuant to this Grant Contract exceed the amounts permitted by the section C, payment terms and conditions of this Grant Contract

(including any adjustment pursuant to subsection a.ii. above), the Grantee shall refund the difference to the State. The Grantee shall submit said refund with the final grant disbursement reconciliation report.

c. The State shall not be responsible for the payment of any invoice submitted to the state after the grant disbursement reconciliation report. The State will not deem any Grantee costs submitted for reimbursement after the grant disbursement reconciliation report to be allowable and reimbursable by the State, and such invoices will NOT be paid.

d. The Grantee's failure to provide a final grant disbursement reconciliation report to the state as required shall result in the Grantee being deemed ineligible for reimbursement under this Grant Contract, and the Grantee shall be required to refund any and all payments by the state pursuant to this Grant Contract.

e. The Grantee must close out its accounting records at the end of the contract period in such a way that reimbursable expenditures and revenue collections are NOT carried forward.

C.8. Indirect Cost. Should the Grantee request reimbursement for indirect cost, the Grantee must submit to the State a copy of the indirect cost rate approved by the cognizant federal agency and the State. The Grantee will be reimbursed for indirect cost in accordance with the approved indirect cost rate and amounts and limitations specified in the attached Grant Budget. Once the Grantee makes an election and treats a given cost as direct or indirect, it must apply that treatment consistently and may not change during the contract period. Any changes in the approved indirect cost rate must have prior approval of the cognizant federal agency and the State. If the indirect cost rate is provisional during the period of this agreement, once the rate becomes final, the Grantee agrees to remit any overpayment of funds to the State, and subject to the availability of funds the State agrees to remit any underpayment to the Grantee.

C.9. Cost Allocation. If any part of the costs to be reimbursed under this Grant Contract are joint costs involving allocation to more than one program or activity, such costs shall be allocated and reported in accordance with the provisions of Department of Finance and Administration Policy Statement 03 or any amendments or revisions made to this policy statement during the contract period.

C.10. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any reimbursement, invoice, or matter in relation thereto. A payment by the State shall not be construed as acceptance of any part of the work or service provided or as approval of any amount as an allowable cost.

C.11. Unallowable Costs. Any amounts payable to the Grantee shall be subject to reduction for amounts included in any invoice or payment theretofore made, which are determined by the State, on the basis of audits or monitoring conducted in accordance with the terms of this Grant Contract, not to constitute allowable costs.

C.12. Deductions. The State reserves the right to deduct from amounts, which are or shall become due and payable to the Grantee under this or any contract between the Grantee and the State of Tennessee any amounts, which are or shall become due and payable to the State of Tennessee by the Grantee.

C.13. Prerequisite Documentation. The Grantee shall not invoice the State under this Grant Contract until the State has received the following documentation properly completed.

a. The Grantee shall complete, sign, and present to the State an "Authorization Agreement for Automatic Deposit (ACH Credits) Form" provided by the State. By doing so, the Grantee acknowledges and agrees that, once said form is received by the State, all

payments to the Grantee, under this or any other contract the Grantee has with the State of Tennessee shall be made by Automated Clearing House (ACH).

b. The Grantee shall complete, sign, and present to the State a "Substitute W-9 Form" provided by the State. The taxpayer identification number detailed by said form must agree with the Federal Employer Identification Number or Social Security Number referenced in this Grant Contract or the Grantee's Tennessee Edison Registration.

**D. STANDARD TERMS AND CONDITIONS:**

D.1. Required Approvals. The State is not bound by this Grant Contract until it is signed by the contract parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this contract, said officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).

D.2. Modification and Amendment. Except as specifically provided herein, this Grant Contract may be modified only by a written amendment signed by all parties hereto and approved by both the officials who approved the base contract and, depending upon the specifics of the contract as amended, any additional officials required by Tennessee laws and regulations (said officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).

D.3. Termination for Convenience. The State may terminate this Grant Contract without cause for any reason. Said termination shall not be deemed a breach of contract by the State. The State shall give the Grantee at least thirty (30) days written notice before the effective termination date. The Grantee shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the State be liable to the Grantee for compensation for any service which has not been rendered. The final decision as to the amount, for which the State is liable, shall be determined by the State. Should the State exercise this provision, the Grantee shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

D.4. Termination for Cause. If the Grantee fails to properly perform its obligations under this Grant Contract in a timely or proper manner, or if the Grantee violates any terms of this Grant Contract, the State shall have the right to immediately terminate the Grant Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the above, the Grantee shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Grant Contract by the Grantee.

D.5. Subcontracting. The Grantee shall not assign this Grant Contract or enter into a subcontract for any of the services performed under this Grant Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, each shall contain, at a minimum, sections of this contract pertaining to "Conflicts of Interest," "Lobbying," "Nondiscrimination," "Public Accountability," "Public Notice," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Grantee shall be the prime contractor and shall be responsible for all work performed.

D.6. Conflicts of Interest. The Grantee warrants that no part of the total Grant Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Grantee in connection with any work contemplated or performed relative to this Grant Contract.

D.7. Lobbying. The Grantee certifies, to the best of its knowledge and belief, that:

a. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the Grantee shall complete and submit Standard Form-LLL, ``Disclosure Form to Report Lobbying," in accordance with its instructions.

c. The Grantee shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into and is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, *U.S. Code*.

D.8. Nondiscrimination. The Grantee hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Grantee on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, Tennessee State constitutional, or statutory law. The Grantee shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

D.9. Public Accountability. If the Grantee is subject to *Tennessee Code Annotated*, Title 8, Chapter 4, Part 4, or if this Grant Contract involves the provision of services to citizens by the Grantee on behalf of the State, the Grantee agrees to establish a system through which recipients of services may present grievances about the operation of the service program, and the Grantee shall display in a prominent place, located near the passageway through which the public enters in order to receive Grant supported services, a sign at least twelve inches (12") in height and eighteen inches (18") in width stating:

NOTICE: THIS AGENCY IS A RECIPIENT OF TAXPAYER FUNDING. IF YOU OBSERVE AN AGENCY DIRECTOR OR EMPLOYEE ENGAGING IN ANY ACTIVITY WHICH YOU CONSIDER TO BE ILLEGAL, IMPROPER, OR WASTEFUL, PLEASE CALL THE STATE COMPTROLLER'S TOLL-FREE HOTLINE: 1-800-232-5454

D.10. Public Notice. All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Grantee shall include the statement, "This project is funded under an agreement with the State of Tennessee." Any such notices by the Grantee shall be approved by the State.

D.11. Licensure. The Grantee and its employees and all sub-grantees shall be licensed pursuant to all applicable federal, state, and local laws, ordinances, rules, and regulations and shall upon request provide proof of all licenses.

D.12. Records. The Grantee (and any approved subcontractor) shall maintain documentation for all charges under this Contract. The books, records, and documents of the Grantee (and any approved subcontractor), insofar as they relate to work performed or money received under this Contract, shall be maintained for a period of three (3) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by the state agency, the Comptroller of the Treasury, or duly appointed representatives. The records of not-for-profit entities shall be maintained in accordance with the *Accounting and Financial Reporting for Not-for-Profit Recipients of Grant Funds in Tennessee,* published by the Tennessee Comptroller of the Treasury and found at http://www.comptroller1.state.tn.us/ma/finreptmanual.asp. The records for local governments shall be maintained in accordance with the *Internal Control and Compliance Manual for Tennessee Municipalities,* published by the Tennessee Comptroller of the Treasury and found at http://www.comptroller1.state.tn.us/ma/citymanual.asp and in accordance with GFOA's publication, *Governmental Accounting, Auditing and Financial Reporting.*

D.13. Prevailing Wage Rates. All grants and contracts for construction, erection, or demolition or to install goods or materials that involve the expenditure of any funds derived from the State require compliance with the prevailing wage laws as provided in *Tennessee Code Annotated*, Section 12-4-401 *et seq.*.

D.14. Monitoring. The Grantee's activities conducted and records maintained pursuant to this Grant Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.

D.15. Progress Reports. The Grantee shall submit brief, periodic, progress reports to the State as requested.

D.16. Annual Report and Audit. The Grantee shall prepare and submit, within nine (9) months after the close of the reporting period, an annual report of its activities funded under this Grant Contract to the commissioner or head of the Granting agency, the Tennessee Comptroller of the Treasury, and the Commissioner of Finance and Administration. The annual report for any Grantee that receives five hundred thousand dollars ($500,000) or more in aggregate federal and state funding for all its programs shall include audited financial statements. All books of account and financial records shall be subject to annual audit by the Tennessee Comptroller of the Treasury or the Comptroller's duly appointed representative. When an audit is required, the Grantee may, with the prior approval of the Comptroller, engage a licensed independent public accountant to perform the audit. The audit contract between the Grantee and the licensed independent public accountant shall be on a contract form prescribed by the Tennessee Comptroller of the Treasury. Any such audit shall be performed in accordance with generally accepted government auditing standards, the provisions of OMB Circular A-133, if applicable, and the *Audit Manual for Governmental Units and Recipients of Grant Funds* published by the Tennessee Comptroller of the Treasury. The Grantee shall be responsible for reimbursement of the cost of the audit prepared by the Tennessee Comptroller of the Treasury, and payment of fees for the audit prepared by the licensed independent public accountant. Payment of the audit fees of the licensed independent public accountant by the Grantee shall be subject to the provisions relating to such fees contained in the prescribed contract form noted above. Copies of such audits shall be provided to the designated cognizant state agency, the State Granting Department, the Tennessee Comptroller of the Treasury, and the Department of Finance and Administration and shall be made available to the public.

D.17. Procurement. If other terms of this Grant Contract allow reimbursement for the cost of goods, materials, supplies, equipment, and/or contracted services, such procurement(s) shall be made on a competitive basis, including the use of competitive bidding procedures, where practical. The Grantee shall maintain documentation for the basis of each procurement for which reimbursement is paid pursuant to this Grant Contract. In each instance where it is determined that use of a competitive procurement method is not practical, supporting documentation shall

include a written justification for such decision and non-competitive procurement. Further, and notwithstanding the foregoing, if such reimbursement is to be made with funds derived wholly or partially from federal sources, the determination of cost shall be governed by and reimbursement shall be subject to the Grantee's compliance with applicable federal procurement requirements.

The Grantee shall obtain prior approval from the State before purchasing any equipment under this Grant Contract.

D.18. Strict Performance. Failure by any party to this Grant Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this agreement shall not be construed as a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Grant Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties hereto.

D.19. Independent Contractor. The parties hereto, in the performance of this Grant Contract, shall not act as employees, partners, joint venturers, or associates of one another. It is expressly acknowledged by the parties hereto that such parties are independent contracting entities and that nothing in this Grant Contract shall be construed to create a principal/agent relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.

The Grantee, being a political subdivision of the State, is governed by the provisions of the Tennessee Government Tort Liability Act, *Tennessee Code Annotated*, Sections 29-20-101 *et seq.*, for causes of action sounding in tort. Further, no contract provision requiring a Tennessee political entity to indemnify or hold harmless the State beyond the liability imposed by law is enforceable because it appropriates public money and nullifies governmental immunity without the authorization of the General Assembly.

D.20. State Liability. The State shall have no liability except as specifically provided in this Grant Contract.

D.21. Force Majeure. The obligations of the parties to this Grant Contract are subject to prevention by causes beyond the parties' control that could not be avoided by the exercise of due care including, but not limited to, natural disasters, riots, wars, epidemics, or any other similar cause.

D.22. State and Federal Compliance. The Grantee shall comply with all applicable state and federal laws and regulations in the performance of this Grant Contract.

D.23. Governing Law. This Grant Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The Grantee agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Grant Contract. The Grantee acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising there from, shall be subject to and limited to those rights and remedies, if any, available under *Tennessee Code Annotated*, Sections 9-8-101 through 9-8-407.

D.24. Completeness. This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions of the parties' agreement. This Grant Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.

D.25. Severability. If any terms and conditions of this Grant Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions hereof shall not be affected

thereby and shall remain in full force and effect. To this end, the terms and conditions of this Grant Contract are declared severable.

D.26. Headings. Section headings are for reference purposes only and shall not be construed as part of this Grant Contract.

**E. SPECIAL TERMS AND CONDITIONS:**

E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Grant Contract, these special terms and conditions shall control.

E.2. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Grant Contract shall be in writing and shall be made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by EMAIL or facsimile transmission with recipient confirmation. Any such communications, regardless of method of transmission, shall be addressed to the respective party at the appropriate mailing address, facsimile number, or EMAIL address as set forth below or to that of such other party or address, as may be hereafter specified by written notice.

The State:

Kathy Glapa, Office of Sustainable Practices
Department of Environment and Conservation
William R. Snodgrass Tennessee Tower, 2nd Floor
312 Rosa L. Parks Blvd
Nashville, Tennessee 37243
Kathy.glapa@tn.gov
Telephone#: (615) 253-8780
FAX#:(615) 532-0199

The Grantee:

The Honorable Ernest G. Burgess, Mayor
Rutherford County Government
One Public Square, Suite 101
Murfreesboro, TN 37130-3629
countymayor@rutherfordcounty.org
Telephone # #615-898-7745
FAX #615-898-7745

All instructions, notices, consents, demands, or other communications shall be considered effectively given upon receipt or recipient confirmation as may be required.

E.3. Subject to Funds Availability. The Grant Contract is subject to the appropriation and availability of State and/or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate the Grant Contract upon written notice to the Grantee. Said termination shall not be deemed a breach of contract by the State. Upon receipt of the written notice, the Grantee shall cease all work associated with the Grant Contract. Should such an event occur, the Grantee shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Grantee shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

IN WITNESS WHEREOF,

RUTHERFORD COUNTY GOVERNMENT:

GRANTEE SIGNATURE DATE

PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)

DEPARTMENT OF ENVIRONMENT AND CONSERVATION:

ROBERT J. MARTINEAU, JR., COMMISSIONER DATE

ATTACHMENT 1

TENNESSEE DEPARTMENT OF ENVIRONMENT AND CONSERVATION
William R Snodgrass Tennessee Tower
312 Rosa L Parks Ave, 2nd Floor, Nashville, TN 37243
EMAIL: Green.Initiatives@tn.gov

RECEIVED
JAN 27 2014
Environmental Assistance
Tennessee Department of
Environment & Conservation

# Clean Tennessee Energy Grant Program Application

*(Limit only one application per entity, per location)*

To be considered, applications must be submitted no later than January 31, 2014.

Participant Information | **Please provide a description in the text boxes below for each section**

**Applicant Name** *(Organization that will enter into the Grant Agreement)*: Ruth erford County Government

**Applicant is a:**

| | | | |
|---|---|---|---|
| A. Municipal Government | ☐ | C. Utility District | ☐ |
| B. County Government | ☒ | D. Other Entities created by statute | ☐ |

**List of Project Partners (if any):**

**List County/Counties location:**
Rutherford/Middle Tennessee

**Applicant Address**: 1 Public SQ STE 101
City: Murfreesboro, TN Zip Code(9-Digit): 37130-3629

**Project Location Address**: Same
City: Zip Code(9-Digit):
-

**Applicant Contact** (Person responsible for daily management of project):
Name: Rob Mitchell Telephone: 615-898-7750

Title: Property Assessor Federal ID: 62-6000818

E-Mail: rmitchell@rutherfordcountytn.gov

**Project Title:** 2014 Ford C-Max Hybrid Car

**Project Categories**

| Cleaner Alternative Energy: | | Air Quality Improvement/Reduction | | Energy Conservation: | |
|---|---|---|---|---|---|
| Biomass | ☐ | GHG | ☒ | Lighting | ☐ |
| Geothermal | ☐ | $SO_2$ | ☒ | HVAC Improvements | ☐ |
| Solar | ☐ | VOC's | ☒ | Improved fuel efficiency | ☒ |
| Wind | ☐ | $NO_x$ | ☒ | Insulation | ☐ |
| Other | | HAP's | ☒ | Idling minimization | ☒ |
| | | Other | | Other | |

**Brief Project Description** *(No more than 500 characters)*: This project will replace two high mileage less fuel efficient sport utility vehicles that average 16 mpg with more energy/fuel efficient and lower carbon foot print 2014 Ford C-Max hybrid vehicles that average 42.5 mpg.

| Project Funding | | | Source & Amount of Applicant's Matching Funds | |
|---|---|---|---|---|
| Grant Amount Requested: | $23,400 | 45 % | General Fund: | $28,600 |
| Match: | $28,600 | 55 % | In-kind Services: | $0.00 |
| TOTAL PROJECT COST | $52,000 | 100% | TOTAL MATCH | $28,600 |

**(TOTAL MATCH should equal match in project funding section)**

**Grantee Information** (Person responsible for communications and contact):

Continues

Name: Faye Elam : 1 Public SQ STE 201, Murfreesboro, Tn 37130-3629

Title: Grant Coordinator Telephone: 615-849-4898

E-Mail: felam@rutherfordcountytn.gov Fax: 615-904-7526

**Federal Congressional District**
Congressperson's Name: Scott DesJarlais District Number: 4

**State Districts**
Senator's Name: Bill Ketron, Jim Tracy District Number: 13, 14

Representative's Name: Rick Womick, Dawn White, Joe Carr, Mike Sparks
District Number: 34, 37, 48, 49

---

Ernest L Burgess — MAYOR — 1/22/14
**Authorized Signature** **Title** **Date**

ERNEST G BURGESS — MAYOR
**Printed Name** **Printed Title**

---

**Authorized Signature of Partner (if applicable)** **Title** **Date**

**Printed Name** **Printed Title**

**When you have completed this form print and sign and make a copy for your records and return the original to the following address:**

Tennessee Department of Environment and Conservation
Office of Sustainable Practices
Attention: Clean Tennessee Energy Grant
William R Snodgrass Tennessee Tower
312 Rosa L. Parks Avenue, 2nd Floor
Nashville, TN 37243

## Application Procedure:

Applicants must complete and provide the items listed below in their grant request. Details for completing the items below are provided in this grant manual.

- Clean Tennessee Energy Grant Program Application
- Project Proposal (maximum five pages)

**Selection Criteria**

This project involves replacing two ordinary gas powered vehicles with two more fuel efficient 2014 Ford C-Max Hybrids. The hybrid vehicles will provide a substantial reduction in carbon dioxide emissions and provide for much less fuel consumption. All electric vehicles were considered but did not currently meet the "mileage range without recharging" requirements for our use. Comparisons were made with a 2000 Jeep Cherokee which is the current vehicle in service.

ENERGY EFFICIENCY

The Ford C-Max Hybrid averages 42.5 miles per gallon while the Jeep averages only 16 miles per gallon. The current gas price in Rutherford County is $3.25 per gallon. After subtracting out state and local taxes our cost is approximately $2.75 per gallon. With the two vehicles replaced, it is estimated there will be 1558.8 gallons of gasoline saved and a savings of $3,220.92 per year in fuel costs. During the anticipated ten year life of hybrid vehicles it creates a savings of more than $30,000 in fuel costs at current prices. The C-Max hybrid at low speeds under 25 mph will not use any gas and will run on battery only. For assessment purposes our employees do slow drive-bys of properties to be reviewed, thus the hybrids will be essentially all electric for most of its workday.

AIR QUALITY

According to the calculations comparing the 2000 Jeep Cherokee and the 2014 Ford C-Max Hybrid, it was determined that this change will create an annual savings of 11.4825 tons of $CO_2$, a 37.6% reduction of emissions.

GENERAL PUBLIC BENEFIT

One of the fastest growing counties in the nation, Rutherford County has been designated a non-attainment area for $CO_2$ emissions by the EPA since 1978 and declared a maintenance area in 1996. In 2004, Nashville regional MPO entered into an Early Action Compact with EPA but it appears new standards will keep us in non-attainment.

The use of hybrid vehicles will serve as a demonstration project for other city and county offices. Signage will be applied to these vehicles indicating the cooperation between the Tennessee Department of Environment and Conservation and our office. The environmental and cost-saving data produced from the use of hybrid vehicles will be shared with other local officials and presented to the Tennessee Assessors Association.

According to EPA estimates, replacing one vehicle is the equivalent of saving 5.2 tons of waste sent to a landfill or saving 11.4 acres of US forest in one year.

CREATIVE/NEW TECHNOLOGY

The 2014 Ford C-Max Hybrid features the new hybrid technology which allows for less gas consumption and an air cooling system to regulate battery temperature and maximize battery life. This is the latest hybrid technology currently commercially available. The C-Max hybrid employs a lithium ion battery and a two cylinder gasoline engine. It uses battery power at slower speeds and uses the two cylinder gasoline engine only when extra power is needed, such as in passing situations.

The Ford C-Max Hybrid will train the drivers to drive more efficiently through the use of the next-generation SmartGauge® with EcoGuide technology. The on board SmartGauge® system will assist drivers in learning techniques to enhance their fuel efficiency. These driving techniques may carry over into the operation of their personal vehicles.

Should the County be awarded funding for the two (2) 2014 Ford C-Max Hybrids, upon purchase and receipt of the new cars, the County will surplus the two (2) 2000 Jeep Cherokees.

## *Estimate of Savings - Rutherford County Vehicle Replacement*

Assumptions:

1) 2014 Ford C-Max Hybrid 41 to 44 MPG City / Highway - assume 42.5 MPG as an average

2) 2000 Jeep Grand Cherokee 6 cylinder, 4WD; combined highway = 16MPG

3) Regular gasoline

4) Assume same number of miles driven annually at 15,000 miles

5) Price per Gallon - fuel = $3.25 less 49.5 / gallon state / federal tax = $2.755 (estimated)

6) 19.64 pounds of CO2 produced from burning 1 gallon of gasoline

| *Description* | *Gallons* | *Model* | *Qty* | *MPG* | *Miles/ Vehicle* | *Total Miles* | *Total CO2* | *Annual Fuel Cost - $* |
|---|---|---|---|---|---|---|---|---|
| Gasoline Requirement | 2500.0 | Jeep | 2 | 16.0 | 15000 | 30000 | 18.4125 | $ 5,165.63 |
| Gasoline Requirement | 941.2 | Ford | 2 | 42.5 | 15000 | 30000 | 6.93 | $ 1,944.71 |
| Difference | 1558.8 | Savings | 2 vehicles | | | | | |

| Annual Savings | ***Combined*** | | | ***Separate Savings*** | | |
|---|---|---|---|---|---|---|
| | *Total Miles* | *Total CO2* | *Annual Cost - $* | *Total Miles* | *Total CO2* | *Annual Cost - $* |
| Carbon Footprint | 30000 | 11.48 | $ 3,221 | 15000 | 5.74 | $ 1,610 |

ATTACHMENT 1

ATTACHMENT 1

SCOTT DESJARLAIS, M.D.
4th District, Tennessee

COMMITTEE ON AGRICULTURE
Subcommittee on
Livestock, Rural Development, and Credit

COMMITTEE ON
EDUCATION AND THE WORKFORCE
Subcommittee on
Health, Employment, Labor, and Pensions
Subcommittee on Workforce Protections

COMMITTEE ON
OVERSIGHT AND GOVERNMENT REFORM
Subcommittee on Economic Growth,
Job Creators, and Regulatory Affairs
Subcommittee on Energy Policy,
Health Care, and Entitlements

# Congress of the United States
## House of Representatives
Washington, DC 20515-4204

WASHINGTON OFFICE
413 Cannon House Office Building
Washington, DC 20515
(202) 225-6831

DISTRICT OFFICES
301 Keith Street
Suite 217
Cleveland, TN 37311
(423) 472-7600

302 South Garden Street
Columbia, TN 38401
(931) 381-9970

305 West Main Street
Murfreesboro, TN 37130
(615) 896-1986

200 South Jefferson Street
Federal Building
Suite 311
Winchester, TN 37398
(931) 967-3189

http://desjarlais.house.gov

January 23, 2013

Robert J. Martineau, Jr.
Commissioner
Tennessee Department of Environment and Conservation
William R. Snodgrass Tennessee Tower
312 Rosa L. Parks Avenue, 2nd Floor
Nashville, TN 37243

Dear Commissioner Martineau,

I have been informed that Rutherford County plans to submit a grant application to the Tennessee Department of Environment and Conservation Commissioner through the Clean Tennessee Energy Grant Program. I would like to take this opportunity to ask that you give their application all due consideration.

Rutherford County is seeking grant assistance to replace the County Property Assessor's vehicles, two 2000 Jeep Cherokees that average 16 miles per gallon with two 2014 Ford C-Max Hybrids that average 42.5 miles per gallon. Overall, Rutherford County expects that this change will create an annual savings of 1558.8 gallons of fuel which translates to more than $3,200 per year in overall fuel costs.

I hope that you will give this application all due consideration. Please keep me informed on the progress of this proposal, and should you need any further information regarding this matter, please do not hesitate to contact my office at 202.225.6831. Thank you for your attention to this issue.

Sincerely,

Scott DesJarlais, M.D.
Member of Congress

PRINTED ON RECYCLED PAPER

ATTACHMENT 1

# House of Representatives

# State of Tennessee

NASHVILLE

**DAWN WHITE**

STATE REPRESENTATIVE
37th LEGISLATIVE DISTRICT

**LEGISLATIVE ADDRESS:**
209A War Memorial Building
NASHVILLE, TENNESSEE 37243-0106
PHONE: (615) 741-6849
rep.dawn.white@capitol.tn.gov

January 10, 2014

Commissioner Bob Martineau
1st Floor, L&C Annex
401 Church Street
Nashville, TN 37243-0439

Dear Commissioner Martineau,

As a proud citizen and representative of Rutherford County, I am writing in support of the Rutherford County Property Assessor's office application to the Clean Tennessee Energy Grant Program. Awarding the grant to the assessor's office would bring great benefits for the residents of Rutherford County.

Replacing two vehicles in the assessor's fleet with hybrid vehicles would result in a dramatic decrease in fuel needs generating a significant savings of taxpayer dollars. In addition to the monetary advantages, the addition of hybrid vehicles would reduce vehicle emissions and ground-level ozone pollution. This proposal reflects an innovative approach to the betterment of services offered to the citizens of Rutherford County.

I humbly request that the Clean Tennessee Energy Grant Program award funding for this worthy project.

Sincerely,

Dawn White

Dawn White
State Representative
37th District

ATTACHMENT 1

**Mike Sparks**
State Representative
District 49

**VICE CHAIRMAN**
Transportation

**MEMBER OF COMMITTEES**
Local Government
Transportation
Transportation Subcommittee

***House of Representatives***

***State of Tennessee***

**LEGISLATIVE ADDRESS**
207 War Memorial Building
Nashville, TN 37243
(615) 741-6829

**DISTRICT ADDRESS**
114 Woodland Drive
Smyrna, TN 37167

Rep.Mike.Sparks@capitol.tn.gov

January 13, 2014

Commissioner Bob Martineau
First Floor, L&C Annex
401 Church Street
Nashville, TN 37243

Dear Commissioner Martineau,

I respectfully request that you strongly consider the Rutherford County Property Assessor's office application for the Clean Tennessee Energy Grant Program. Rutherford County is requesting this grant to benefit the vehicle replacement program that will assist in reducing vehicle emissions and ground-level ozone pollution.

In addition, this program will help save the taxpayers of Rutherford County money through reduced fuel costs. The vehicle replacement program is a fine example of an innovative, cost effective solution to issues currently facing Rutherford County Government and the citizens of the community.

It is for these reasons that I request that the Tennessee Department of Environment and Conservation Clean Tennessee Energy Grant Program give serious consideration to Rutherford County. I strongly believe that awarding this grant to our community will be rewarding for not only the county, but for Tennessee as a whole.

Thank you for your consideration.

Mike Sparks
49th House District

ATTACHMENT 1

JIM TRACY
SENATOR

16TH SENATORIAL DISTRICT
BEDFORD, MOORE AND
RUTHERFORD COUNTIES

NASHVILLE OFFICE
2 LEGISLATIVE PLAZA
NASHVILLE, TN 37243

# Senate Chamber
## State of Tennessee

NASHVILLE

TRANSPORTATION
CHAIRMAN
MEMBER OF COMMITTEES
Education
State and Local

OFFICE (615) 741-1066
FAX (615) 741-2255
1-800-449-8366
EMAIL ADDRESS
sen.jim.tracy@capitol.tn.gov

January 8, 2014

Ms. Kathy Glapa
Office of Sustainable Practices
TDEC-OSP
8th Floor, L&C Tower
Nashville, TN 37243

RE: RUTHERFORD COUNTY GRANT PROPOSAL

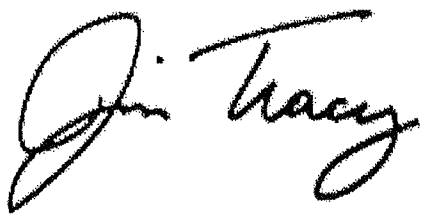
Dear Ms. Glapa:

I understand that Rutherford County has put in a grant application as part of the Clean Tennessee Energy Grant Program, and I would like to take this opportunity to give their application my strongest support.

Rutherford County's grant application would initiate a vehicle replacement program for the County Property Assessor's Office. Funding for this proposed project would result in a reduction of vehicle emissions and ground-level ozone pollution, as well as saving Rutherford County taxpayer money through more efficient vehicles and reduced fuel costs. Approval of this grant application would assist Rutherford County in making their transportation requirements cleaner and more economical. In addition, these vehicles will result in a healthier air environment and be a cost effective solution to issues facing Rutherford County and its citizens.

Ms. Glapa, I hope you will give strong consideration to Rutherford County's application; and if you would like to discuss this matter further, I will be happy to do so at your convenience.

Best regards,



Jim Tracy

ATTACHMENT 1

SENATOR BILL KETRON
MAJORITY CAUCUS CHAIRMAN

LEGISLATIVE OFFICE
5 LEGISLATIVE PLAZA
NASHVILLE, TENNESSEE 37243-0213
(615) 741-6853
FAX (615) 253-0282

DISTRICT OFFICE
805 S. CHURCH STREET, #12
MURFREESBORO, TENNESSEE 37130
(615) 896-5440

SenateChamber
StateofTennessee
NASHVILLE

13TH SENATORIAL DISTRICT
RUTHERFORD COUNTY

COMMITTEES
MEMBER: FINANCE, WAYS & MEANS
MEMBER: STATE & LOCAL GOVERNMENT
CHAIR: FISCAL REVIEW

January 14, 2014

Commissioner Bob Martineau
1st Floor, L&C Annex
401 Church Street
Nashville, Tennessee 37243

Commissioner Martineau,

I am writing to voice my support for the Clean Tennessee Energy Grant request to purchase two C-Max hybrid vehicles for Rutherford County's fleet of vehicles. I believe that these added vehicles are greatly needed and would be a great benefit for the county. Also, these environmentally friendly vehicles will reduce the amount of emissions resulting from their usage, as compared to current, standard emission vehicles. Please accept my recommendation for this request to be approved as soon as possible.

Sincerely,

Bill Ketron
Majority Caucus Chairman

ATTACHMENT 1

SCOTT DESJARLAIS, M.D.
4TH DISTRICT, TENNESSEE

COMMITTEE ON AGRICULTURE
SUBCOMMITTEE ON
LIVESTOCK, RURAL DEVELOPMENT, AND CREDIT

COMMITTEE ON
EDUCATION AND THE WORKFORCE
SUBCOMMITTEE ON
HEALTH, EMPLOYMENT, LABOR, AND PENSIONS
SUBCOMMITTEE ON WORKFORCE PROTECTIONS

COMMITTEE ON
OVERSIGHT AND GOVERNMENT REFORM
SUBCOMMITTEE ON ECONOMIC GROWTH,
JOB CREATION, AND REGULATORY AFFAIRS
SUBCOMMITTEE ON ENERGY POLICY,
HEALTH CARE, AND ENTITLEMENTS

# Congress of the United States
## House of Representatives
Washington, DC 20515–4204

WASHINGTON OFFICE
413 CANNON HOUSE OFFICE BUILDING
WASHINGTON, DC 20515
(202) 225-6831

DISTRICT OFFICES
301 KEITH STREET
SUITE 212
CLEVELAND, TN 37311
(423) 472-7500

807 SOUTH GARDEN STREET
COLUMBIA, TN 38401
(931) 381-9920

305 WEST MAIN STREET
MURFREESBORO, TN 37130
(615) 896-1980

200 SOUTH JEFFERSON STREET
FEDERAL BUILDING
SUITE 311
WINCHESTER, TN 37398
(931) 962-3188

http://desjarlais.house.gov

January 23, 2013

Robert J. Martineau, Jr.
Commissioner
Tennessee Department of Environment and Conservation
William R. Snodgrass Tennessee Tower
312 Rosa L. Parks Avenue, 2nd Floor
Nashville, TN 37243

Dear Commissioner Martineau,

I have been informed that Rutherford County plans to submit a grant application to the Tennessee Department of Environment and Conservation Commissioner through the Clean Tennessee Energy Grant Program. I would like to take this opportunity to ask that you give their application all due consideration.

Rutherford County is seeking grant assistance to replace the County Property Assessor's vehicles, two 2000 Jeep Cherokees that average 16 miles per gallon with two 2014 Ford C-Max Hybrids that average 42.5 miles per gallon. Overall, Rutherford County expects that this change will create an annual savings of 1558.8 gallons of fuel which translates to more than $3,200 per year in overall fuel costs.

I hope that you will give this application all due consideration. Please keep me informed on the progress of this proposal, and should you need any further information regarding this matter, please do not hesitate to contact my office at 202.225.6831. Thank you for your attention to this issue.

Sincerely,

Scott DesJarlais, M.D.
Member of Congress

PRINTED ON RECYCLED PAPER

Rutherford County Planning and Engineering Department
ATTACHMENT 1
ONE PUBLIC SQUARE SOUTH, SUITE 200 MURFREESBORO, TENNESSEE 37130
PHONE 615.898.7730 FAX 615.898.7823

**Doug Demosi, AICP**
**Planning Director**

**Eric Hill, P.E.**
**County Engineer**

February 21, 2014

Subject: Energy Reduction Calculation

Dear Grant Committee,

Rutherford County is requesting to replace two gas burning 2000 Jeep Cherokees with two 2014 Ford C-Max Hybrids. I have estimated the reduction in air emissions from replacing the less efficient Jeeps with the Ford C-Max Hybrids:

According to the Environmental Protection Agency (EPA), the Jeep Cherokees are getting approximately 16 miles per gallon (mpg) where the 2014 Ford C-Max Hybrid should get 42.5 mpg. For my calculations I assumed that these vehicles would be driven 15,000 miles per year.

**I estimate that replacing the two Jeep Cherokees with two 2014 Ford C-Max Hybrids should result in a 62% reduction of energy consumption and reduce CO2 by 11.41 tons annually. These energy savings will also save an estimated $3,217.50 annually in gasoline costs.**

This analysis was performed using readily available data from U.S. government sources. The detailed analysis and calculations are provided on a separate page.

Sincerely,

Eric J. Hill, P.E.

Rutherford County Planning and Engineering Department
ONE PUBLIC SQUARE SOUTH, SUITE 200 MURFREESBORO, TENNESSEE 37130
PHONE 615.898.7730 FAX 615.898.7823

Doug Demosi, AICP
Planning Director

Eric Hill, P.E.
County Engineer

The calculations below show the gasoline and energy reductions for replacing two 2000 Jeep Cherokees with two 2014 Ford C-Max Hybrids:

**Annual gallons of gasoline reduction:**

Jeep Cherokee

$$\frac{15{,}000\ miles}{16\ mpg} = 938\ \frac{gal}{year}$$

Ford C-Max Hybrid

$$\frac{15{,}000\ miles}{42.5\ mpg} = 353\ \frac{gal}{year}$$

938 gal – 353 gal = 585 gallons of gasoline per vehicle reduced annually

585 gallons X 2 vehicles = **1170 total gallons reduced**

Gasoline costs approximately $2.75/gal

1170 gal X $2.75/gal = **$3,217.50 annual savings on gasoline**

**Annual CO2 reduction:**

Assuming that 19.5 pounds of CO2 produced from burning 1 gallon of gasoline:

1170 gallons reduced X 19.5 pounds per gallon = 22815 pounds

22815 pounds = **11.41 tons of CO2 reduced annually**

**Energy Reduction Percentage:**

Assuming that one gallon of gasoline is equal to 33.7 kilowatt hours (KWH) of energy:

Jeep Cherokee

$$\frac{33.7_{\text{KWH}}}{16_{\text{mpg}}} = 2.106\ \frac{\text{KWH}}{\text{gal}}$$

Continued on next page

Rutherford County Planning and Engineering Department
ATTACHMENT 1
ONE PUBLIC SQUARE SOUTH, SUITE 200 MURFREESBORO, TENNESSEE 37130
PHONE 615.898.7730 FAX 615.898.7823

**Doug Demosi, AICP**
**Planning Director**

**Eric Hill, P.E.**
**County Engineer**

Ford C-Max Hybrid

$$\frac{33.7_{\text{KWH}}}{42.5_{\text{mpg}}} = 0.793\,\frac{\text{KWH}}{\text{gal}}$$

Energy Saved

$$2.106\ \frac{KWH}{gal} - 0.793\ \frac{KWH}{gal} = 1.313\ \frac{KWH}{gal}$$

Percentage

$$\frac{1.313\ \frac{KWH}{gal}}{2.106\ \frac{KWH}{gal}} = 0.62 * 100 = \boxed{62\%\ \textbf{\textit{reduction}}}$$

-Eric J. Hill, PE

**PROJECT: Clean Tennessee Energy Grant - 2014 Ford C-max Hybrids**

## Project Schedule

Within one month of grant approval, vehicles will be purchased, licensed and insured.

Within one month of purchase, signage for the vehicles will be designed and installed on the vehicles to bring attention to the fuel efficiency/emission reduction project. Vehicles they replace will be retired.

Within two months of purchase, media and the public will be invited to inspect the vehicles at regularly scheduled events around the county.

Within the three to four months of purchase, vehicles will be used full time in service and information regarding savings will be shared with assessors in the remaining 94 Tennessee counties.

Rutherford County will promptly respond to any and all information requests on the project from TDEC Personnel throughout the next two years.

ATTACHMENT 1

RUTHERFORD COUNTY
**FINANCE DEPARTMENT**
Rutherford County Courthouse, Suite 201
Murfreesboro, Tennessee 37130
(615) 898-7795
FAX 904-7526

February 24, 2014

Tennessee Department of Environment and Conservation
William R. Snodgrass Tennessee Tower
The Office of Sustainable Practices – Clean Tennessee Energy Grant
Attn: Kathy Glapa
312 Rosa L. Parks Ave, 2nd Floor
Nashville, Tennessee 37243-0446

In re: Rutherford County's Project (2014 Ford C-max Hybrid)

Dear Ms. Glapa:

In response to the letter dated February 18, 2014 from Lori Munkeboe, Director, Office of Sustainable Practices notifying Rutherford County's Property Assessor that his project (2014 Ford C-max Hybrid) has been selected to submit a full proposal for the 2nd round of Clean Tennessee Energy Grants, we are submitting responses to the two (2) full proposal requirements.

We sincerely appreciate the consideration given and the opportunity to submit additional information to justify the County's request for funding to assist with the purchase of (2) 2014 Ford C-max Hybrid cars.

Should you need additional information or clarification, please do not hesitate to contact me at 615-849-4898 or felam@rutherfordcountytn.gov .

Respectfully,

Faye Elam, CGFM
Grant Coordinator

Enclosures (2)

| GRANT BUDGET | | | | |
|---|---|---|---|---|
| **Clean Tennessee Energy Grant Program** | | | | |
| **The grant budget line-item amounts below shall be applicable only to expense incurred during the following Applicable Period: BEGIN: August 1, 2014 END: July 31, 2016** | | | | |
| POLICY 03 Object Line-item Reference | EXPENSE OBJECT LINE-ITEM CATEGORY [1] | GRANT CONTRACT | GRANTEE MATCH[3] | TOTAL PROJECT |
| 1, 2 | Salaries, Benefits & Taxes | 0.00 | 0.00 | 0.00 |
| 4, 15 | Professional Fee, Grant & Award [2] | 0.00 | 0.00 | 0.00 |
| 5, 6, 7, 8, 9, 10 | Supplies, Telephone, Postage & Shipping, Occupancy, Equipment Rental & Maintenance, Printing & Publications | 0.00 | 0.00 | 0.00 |
| 11, 12 | Travel, Conferences & Meetings | 0.00 | 0.00 | 0.00 |
| 13 | Interest [2] | 0.00 | 0.00 | 0.00 |
| 14 | Insurance | 0.00 | 0.00 | 0.00 |
| 16 | Specific Assistance To Individuals | 0.00 | 0.00 | 0.00 |
| 17 | Depreciation [2] | 0.00 | 0.00 | 0.00 |
| 18 | Other Non-Personnel [2] | 0.00 | 0.00 | 0.00 |
| 20 | Capital Purchase [2] | $23,400.00 | $28,600.00 | $52,000,00 |
| 22 | Indirect Cost | 0.00 | 0.00 | 0.00 |
| 24 | In-Kind Expense | 0.00 | 0.00 | 0.00 |
| 25 | **GRAND TOTAL** | **$23,400.00** | **$28,600.00** | **$52,000,00** |

[1] Each expense object line-item shall be defined by the Department of Finance and Administration Policy 03, *Uniform Reporting Requirements and Cost Allocation Plans for Subrecipients of Federal and State Grant Monies, Appendix A.* (posted on the Internet at: http://www.state.tn.us/finance/act/documents/policy3.pdf).

[2] Applicable detail follows this page if line-item is funded.

[3] A Grantee Match Requirement is detailed by this Grant Budget, and the maximum total amount reimbursable by the State pursuant to this Grant Contract, as detailed by the "Grant Contract" column above, shall be reduced by the amount of any Grantee failure to meet the Match Requirement.

## GRANT BUDGET LINE-ITEM DETAIL:

| CAPITAL PURCHASE | AMOUNT |
|---|---|
| Replacement of two gas powered vehicles with two fuel efficient 2014 Ford C-Max Hybrids. | $52,000.00 |
| **TOTAL** | **$52,000.00** |