



## Garfield Clean Energy Board Meeting

Wednesday, February 8, 2012  
1:00 - 3:00 p.m.  
Garfield County Human Services Building  
195 W. 14<sup>th</sup> St., Rifle

### AGENDA

	Agenda Item	Requested action	Est time
1.	<b>Roll Call</b>		1:00 pm
2.	<b>Board member and public comment</b> , items not on agenda		
3.	<b>Consent Agenda:</b> Approval of January Minutes, attached	Motion to approve.	
4.	<b>Action Items:</b> see GCE staff cover memo, attached		
	Resolution No. 5, Series of 2012: Adopting CIRSA Bylaws and Intergovernmental Agreement, attached	Motion to approve.	1:15 pm
	Resolution No. 6, Series of 2012: Committing to CIRSA Loss Control Standards, attached	Motion to approve.	1: 20 pm
	Finance Report: Banking and Bookkeeping Update. <ul style="list-style-type: none"> <li>Bookkeeping Services Letter of Engagement, attached</li> </ul>	Motion to approve.	1:25 pm
5.	<b>Discussion Items:</b>		
	Greening Government: Progress on large government buildings and 2012 workplan, Jeff Dickinson will make a presentation at the meeting		1:30 pm
6.	<b>Project updates and reports:</b>		2:15 pm
	Contractor Workshop: Commercial/Residential Efficiency Program (February 1 <sup>st</sup> program was a success!)	Information	
	Transportation: Western Slope CNG Coalition	Information	

	<p>Upcoming events: Energy Code Workshops  February 7<sup>th</sup> – Rifle City Hall  February 24<sup>th</sup> – Carbondale Town Hall  For info or sign-up go to:  (<a href="http://www.garfieldcleanenergy.org/training.html">http://www.garfieldcleanenergy.org/training.html</a>)</p>	Information	
<b>7.</b>	<p><b>Information</b></p> <ul style="list-style-type: none"> <li>• Finance report</li> </ul>		
<b>8.</b>	<b>Next meeting March 14<sup>th</sup> - Adjourn</b>		3:00 pm



Town of Parachute | City of Rifle | Town of New Castle | City of Glenwood Springs | Town of Carbondale  
Garfield County | Garfield County Public Library District | Roaring Fork Transportation Authority

## **Meeting Minutes**

**Wednesday, January 11, 2012, 1:00 p.m. to 3:00 p.m.**

**Garfield County Administration Building, 108 8<sup>th</sup> St., Glenwood Springs**

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### **Board members present**

**City of Rifle:** Keith Lambert

**Town of New Castle:** Greg Russi

**Garfield County:** Tom Jankovsky

**City of Glenwood Springs:** Leo McKinney

**Town of Parachute:** Judith Hayward

**Town of Carbondale:** John Hoffman (arrived at 1:09 p.m.)

### **Others attending**

**Garfield County:** Jim Rada, Bob Prendergast

**CLEER:** Tom Baker, Karen Lanier, Mike Ogburn, Cam Burns

**Colorado Mountain College:** Lynne Cassidy, Nancy Genova

**City of Rifle:** Mike Braaten

**City of Glenwood Springs:** Dave Sturges

**Governor's Energy Office:** Joani Matranga

**Karp, Neu, and Hanlon Law Office:** Jim Neu

**Former GCE Board Chair:** Shelly Kaup

**Town of Silt:** Janet Aluisse

### **Members not attending**

**Garfield Library District:** Amelia Shelley

**Next meeting:** Wednesday, February 8, 2012, 1:00 – 3:00 p.m., Garfield County Human Services Building, Rifle.

**Public comments:** Joani Matranga from the Governor's Energy Office offered congratulations to the new GCE authority and commended the members for showing great leadership. She looks forward to working together in future.

**Board member comments:** none

## **Consent Agenda**

Tom Jankovsky made a motion to approve the December meeting minutes. Leo McKinney seconded, and the motion passed unanimously.

**Election of Officers:** Chair, vice chair, and secretary positions were up for election. Keith Lambert made a motion that Greg Russi remain chair, Leo McKinney seconded the motion and the board discussed the current status of the position. No other nominations were made, and the motion was passed unanimously.

Greg Russi nominated Leo McKinney as vice chair, Judi Hayward seconded the motion, and it passed unanimously.

Tom Jankovsky nominated Judi Hayward as secretary, and she accepted with the understanding that her position on the board is term-limited until April. She will try to find a way to stay on after that. Greg Russi seconded the motion and it passed unanimously.

**Consideration of By-laws:** Jim Neu offered his congratulations on becoming a separate legal government entity. He explained changes to the by-laws that the board had determined at the last meeting and clarified provisions for a special meeting.

Jim Neu answered questions about the GCE's fiduciary responsibilities as a separate governmental entity.

The board discussed the need for a financial committee and it was added to the meeting's agenda as an action item.

Tom Jankovsky made a motion to approve the by-laws as presented, the motion was seconded by Leo McKinney, and passed unanimously.

**Resolution No. 1, Series of 2012: Designating Regular Meetings, Posting of Notice:** Clerks will post the meeting agenda publicly in all member jurisdictions. Keith Lambert made a motion to approve, Leo McKinney seconded, and the board discussed sending clerks the agenda document that would be a separate document from the entire meeting packet. The motion passed unanimously.

**Resolution No. 2, Series of 2012: Adopting the 2012 GCE Budget:** Chair Greg Russi opened a public hearing at 1:26 p.m. on proposed adoption of 2012 GCE budget. Tom Baker explained the budget documents and the break-down of various grants and services.

The board discussed the affiliate member category and their undetermined contributions, the unallocated funds from non-GCE programs that Garfield County is administering, the difference between GCE and the original advisory board, and the fiscal agent role regarding the exact amounts that GCE has oversight on.

Tom Jankovsky pointed out that Garfield County will continue to manage the Better Buildings grant and that those funds should not be reflected in the GCE Budget. The Board agreed to

amend the GCE Budget to remove the Better Buildings revenue row and expenditure column; therefore, the GCE Budget would total \$340,500 in revenue and \$340,000 in expenditures.

The board discussed specific line items on the budget.

The Board asked about the procedure required to change the budget as the year moves forward. Jim Neu explained how to make changes to the budget during the year. This would be done by motion, and at the December, 2012 meeting adopt an amended budget for all changes made in that year. If a new grant contract is secured, it will be handled the same way.

Greg Russi asked for the minutes to reflect that GCE role regarding the Better Buildings grant is advisory only and GCE is not accepting new responsibility.

Dave Sturges presented himself as a citizen who has examined the budget documents and stated that the transition to a new entity is appropriate and well-handled.

Notice of budget hearing was published was on January 6 in the Glenwood Post Independent for this public hearing.

Closed public hearing at 2:03 p.m.

Tom Jankovsky made a motion, as amended, to approve and appropriate budget, which includes Resolution No. 3. He asked for another amendment to the resolution, to remove the wording “as proposed by CLEER” in the Whereas statement.

Keith Lambert seconded the motion to approve the amended budget resolution and appropriation. The motion passed unanimously.

**Resolution No. 3, Series of 2012: Regarding 2012 Appropriations:** This was included in the motion above.

**Resolution No. 4, Series of 2012: Ratifying Actions of GNECI:** The board discussed this item and determined to drop it as an agenda item because it would not be relevant if GCE does not take on the Better Buildings program.

**Contract with CLEER:** The board discussed the contract and determined three items to amend: take budget numbers out, remove language about DOLA, and add the goal statement, “Increase energy efficiency as measured by reducing energy consumption 20% by 2020 over a 2009 baseline as a means to a stronger, more resilient, and energy secure economy,” in the following sections: the Energy Saving Programs for Governments and Schools, Commercial Sector and Residential Sector

The board also wanted to add a renewal clause to the contract.

Greg Russi made a motion to approve the contract as amended, Tom Jankovsky seconded, and the motion passed unanimously.

**Contract with Karp, Neu, and Hanlon:** Greg Russi recused himself from the discussion and Leo McKinney led it.

Jim Neu explained his legal services leading up to now and his expectations for minimal needs in the future.

Keith Lambert made a motion, Judi Hayward seconded it and discussion by the board expressed their support of the decision. The motion passed unanimously.

**Bank Account Signers and Bookkeeping Services:** No bookkeeper has been selected. The work may be less than previously expected.

The bank account needs two signers from the board. Tom Baker explained the procedure for setting up an account.

**Appointment of Finance Committee:** The board discussed responsibilities and roles. The secretary and two other members were selected: Judi Hayward, Tom Jankovsky, and Leo McKinney. The Finance Committee also constituted the board members approved as signers on the GCE checking account.

Keith Lambert made a motion that the board secretary and two members comprise the finance committee. John Hoffman seconded, and the motion passed unanimously.

Greg Russi made a motion to make all three Finance Committee members signers for the GCE Checking account. John Hoffman seconded, and it passed unanimously.

The board discussed partner invoicing without a bookkeeper, and CLEER will generate invoices and send them out with GCE as the billing entity. Checks received to Garfield Clean Energy c/o CLEER, will be deposited in the new bank account.

The official mailing address is now: Garfield Clean Energy, c/o CLEER, P. O. Box 428, Carbondale, Colorado, 81623.

In continuing the selection process for a bookkeeper, staff will identify a bookkeeper and email board members in order to receive feedback in advance of the February meeting.

**Appointment of GCE representative to Rifle TOD:** Rifle received a large grant for transit-oriented development, and Keith Lambert suggested that he be the representative from GCE.

Judi Hayward made a motion that Keith represent GCE with the Rifle grant, and Greg Russi seconded. The board asked Keith to regularly update the board on the grant's progress. The motion passed unanimously.

Mike Braaten explained the details of the grant and the partners involved in the grant.

## **Information Items**

**CIRSA E&O Insurance status:** Tom Baker reported that the E&O application is in process with CIRSA and coverage will be determined in February..

**MOU:** Jim Neu advised that without the Better Buildings funding in the GCE Budget that this item was no longer relevant.

**CLEER/GarCo grant for Better Buildings:** The Garfield County Board of County Commissioners approved \$219,000 and CLEER to administer the grant.

**GCE Replication, En. Nav. Services:** Alice Laird reported that CLEER is exploring replication of GCE services for other communities.

Mike Ogburn explained that the Energy Navigator provides evidence on progress for the community-wide goals by making big buildings more energy-efficient and generating revenue. CLEER would like to take the services to target markets and possibly bring revenue back to GCE.

**GCE Retreat:** The board would like to hold a day-long retreat in March or April. Staff will send an email with locations and dates to all board members for feedback.

**Financial Report:** Jim Rada reported on three grants that Garfield County manages. DOLA is wrapped up, and all expenses are accounted for. The final report should be finished within the week. DOE grants reports were submitted yesterday; EECBG-A should be spent in the first quarter. EECBG-C grant was approved for 2012 and runs out in 2013.

The board discussed that Garfield County commissioners will be looking at the microloan funds and an update on the financing program, which is under the Better Buildings program that GCE is no longer administering. Alice Laird summarized the details of the financing program to the board.

## **Staff Report**

Mike Ogburn gave an update on the Petroleum Independence Program and the CNG Collaborative progress and possible collaboration with Weld County, Mesa County, City of Grand Junction and others. The board discussed the importance of the CNG program for the region and the country. Joani Matranga also commented on the goals for CNG in the Governor's Energy Office.

Meeting adjourned at 3:07 p.m.

**These minutes were reviewed and approved by a vote of the Garfield Clean Energy Advisory Board on**

**Signed by:**

**Judith R. Hayward, Advisory Board Secretary**

## Memorandum

**To:** GCE Board of Directors  
**From:** Tom Baker, GCE  
**Date:** February 8, 2012  
**Re:** Action Items Cover Memorandum

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**Purpose:** The purpose of this memorandum is to summarize the three action items for the Board's consideration on the February agenda.

**Resolution No. 5, Series of 2012: Adopting CIRSA Bylaws and Intergovernmental Agreement** – As part of the process for acquiring membership and insurance coverage with CIRSA, they require members to formally adopt the attached Bylaws and Intergovernmental Agreement. Prior to the staff will ask Jim Neu to review and if concerns arise we will bring them to the Board at the meeting.

**Resolution No. 6, Series of 2012: Committing to CIRSA Loss Control Standards** – After reviewing CIRSA's Loss Control Standards it appears that virtually none of this applies to GCE. This is due to GCE having no property or employees; however, Jill Padbury, Underwriting Specialist indicated that if, in the future, GCE acquires property (vehicles, buildings...) or employees, then these Loss Control Standards will apply. Jim Neu will be asked to review this document prior to the GCE meeting and if concerns arise we will bring them to the Board at the meeting.

**Bank Account Update:** Staff has applied for and received an EIN for GCE. We have also applied for a PDPA number with the Division of Banking. We expect the PDPA number to be issued within 14 days and will open the bank account at that time.

**Letter Agreement for ASAP Bookkeeping Services** – Staff has determined that due to ASAP's affordable cost (\$469.99/mo) and the depth of personnel in their organization that this company will meet GCE bookkeeping needs. Other businesses that we considered had a significantly higher bill rate, no back-up staffing in case of illness or were unable to engage new clients.

**Garfield Clean Energy Collaborative  
Resolution No. 5  
Series of 2012**

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE GARFIELD CLEAN ENERGY  
COLLABORATIVE ADOPTING COLORADO RISK SHARING AGENCY BYLAWS AND  
INTERGOVERNMENTAL AGREEMENT

WHEREAS, the Garfield Clean Energy Collaborative (GCE) has reviewed the CIRSA Bylaws and Intergovernmental Agreement (Agreement), which constitute a contract to cooperate with other public entities to participate in a self-insurance pool; and

WHEREAS, a copy of said Agreement is attached hereto as Exhibit "A" and incorporated into this Resolution; and

WHEREAS, the governing body of GCE finds that it is lawfully authorized to self-insure and to participate in a self-insurance pool as set forth in said agreement and that such participation would be in its best interest; and

NOW, THEREFORE, BE IT RESOLVED BY THE GCE BOARD OF DIRECTORS:

1. The Agreement is hereby approved, and the authorized signatories of GCE are hereby authorized to execute the Agreement.
2. Participation in and coverage through CIRSA shall be for the coverage set forth in GCE's current application to CIRSA and any future application to CIRSA.
3. Participation in and coverage through CIRSA as set forth herein shall take effect on the 2<sup>nd</sup> day of February, 2012.
4. A copy of this resolution and the executed Agreement shall be transmitted to CIRSA at 3665 Cherry Creek North Drive, Denver, CO 80209.

THIS RESOLUTION was read, passed and adopted by the Board of Directors of the Garfield Clean Energy Collaborative at the Regular Meeting held this 8<sup>th</sup> day of February, 2012.

GARFIELD CLEAN ENERGY COLLABORATIVE

By \_\_\_\_\_  
Greg Russi, Chairperson

ATTEST:

\_\_\_\_\_  
Judi Hayward, Secretary

## Exhibit A

### BYLAWS AND INTERGOVERNMENTAL AGREEMENT COLORADO INTERGOVERNMENTAL RISK SHARING AGENCY

ARTICLE I. Definitions. As used in this agreement, the following terms shall have the meanings hereinafter set out:

(1) ADMINISTRATIVE COSTS. All costs of CIRSA other than contributions to a loss fund or a reserve fund.

(2) BOARD. Board of Directors of CIRSA.

(3) BYLAWS. The Bylaws and Intergovernmental Agreement, Colorado Intergovernmental Risk Sharing Agency.

(4) CIRSA. The Colorado Intergovernmental Risk Sharing Agency established pursuant to the Constitution and the statutes of this state by this intergovernmental agreement.

(5) CLAIM YEAR. Any twelve consecutive month period established by the Board.

(6) DIRECTOR. A person serving on the Board.

(7) EXCESS INSURANCE. Insurance purchased by CIRSA from an insurance company approved by the Insurance Commissioner of the State of Colorado to underwrite such coverage in Colorado providing certain coverage for losses over a prudent amount up to a pre-set maximum amount of coverage.

(8) EXECUTIVE DIRECTOR. Executive Director of CIRSA.

(9) FISCAL YEAR. January 1 to December 31.

(10) INTERGOVERNMENTAL AGREEMENT. The Bylaws and Intergovernmental Agreement, Colorado Intergovernmental Risk Sharing Agency.

(11) LOSS FUND. A fund or funds of money established by the Board to pay covered losses and loss adjustment expenses.

(12) MEMBERS. The municipalities and other entities which are authorized to participate in CIRSA pursuant to Article VI of these Bylaws and which enter into this intergovernmental agreement.

(13) RESERVE FUND. A fund or funds of money established by the Board to be used as provided in Article IX of this intergovernmental agreement.

(14) STOP LOSS INSURANCE. Insurance purchased by CIRSA from an insurance company approved by the Insurance Commissioner to underwrite such coverage in Colorado providing certain coverage up to a contracted amount for otherwise uninsured losses to be borne by the loss fund, which in any one year aggregate to a pre-set maximum amount of coverage.

ARTICLE II. Creation of CIRSA. The Colorado Intergovernmental Risk Sharing Agency, a separate and independent governmental and legal entity, is hereby formed by intergovernmental agreement by its members pursuant to the provisions of 24-10-115.5, 29-1-201 et seq., 29-13-102, 8-44-101(1)(c) and (3), and 8-44-204, C.R.S., as amended, and Colorado Constitution, Article XIV, Section 18(2).

ARTICLE III. Purposes.

(1) The purposes of CIRSA are to provide members the coverages authorized by law, through joint self-insurance, insurance, reinsurance, or any combination thereof, to provide claims services related to such coverages, and to provide risk management and loss control services to assist members in preventing and reducing losses and injuries.

(2) It is the intent of the members of CIRSA to create an entity in perpetuity which will administer and use funds contributed by the members to defend and indemnify, in accordance with these Bylaws, any member of CIRSA against stated liability or loss, to the limit of the financial resources of CIRSA available to pay such liability or loss. It is also the intent of the members to have CIRSA provide continuing stability and availability of needed coverages at reasonable costs.

(3) All income and assets of CIRSA shall be at all times dedicated to the exclusive benefit of its members.

(4) This intergovernmental agreement shall constitute the Bylaws of CIRSA.

ARTICLE IV. Source of Money; Non-Waiver of Immunity.

(1) All CIRSA monies are monies plus earned interest derived from its members.

(2) It is the intent of the members that, by entering into this intergovernmental agreement, they do not waive and are not waiving any immunity or other limitation on liability provided to the members or their officers or employees by any law.

(3) No waiver by a member of any immunity or other limitation on liability provided to the member or its officers or employees by any law shall expand the

coverages established by the Board. No member shall waive any such immunity or other such limitation on liability without first notifying CIRSA in writing.

ARTICLE V. CIRSA Powers.

(1) The powers of CIRSA to perform and accomplish the purposes set forth above shall, within the budgetary limits of CIRSA and subject to the procedures set forth in these Bylaws, be the following:

- (a) To retain agents, employees and independent contractors.
- (b) To purchase, sell, encumber and lease real property and to purchase, sell, encumber or lease equipment, machinery, and personal property.
- (c) To invest funds as allowed by Colorado statutes.
- (d) To carry out educational and other programs relating to risk management and loss control.
- (e) To create one or more loss funds, and to purchase reinsurance, excess insurance and/or stop loss insurance.
- (f) To establish reasonable and necessary loss control standards and procedures to be followed by the members.
- (g) To provide risk management and claim adjustment or to contract for such services, including the defense and settlement of claims.
- (h) To carry out such other activities as are necessarily implied or required to carry out the purposes of CIRSA or the specific powers enumerated in these Bylaws.
- (i) To sue and be sued.
- (j) To enter into contracts.
- (k) To reimburse directors for reasonable and approved expenses, including expenses incurred in attending Board meetings.
- (l) To purchase fidelity bonds from an insurance company approved by the Insurance Commissioner of Colorado to do business in Colorado.
- (m) To process claims, investigate their validity, settle or defend against such claims within established financial limits, tabulate such claims, costs and losses and carry out other assigned duties.

ARTICLE V.5. Services to Nonmembers.

(1) CIRSA may provide to nonmembers, by intergovernmental agreement, one or more services pertaining to or associated with insurance or self-insurance, loss control, risk management, and claims administration, if such services will not adversely affect the tax exempt status of CIRSA.

(2) The nonmembers to which the services described in paragraph (1) above may be provided shall be limited to governmental entities which are defined as "public entities" under 24-10-103(5), C.R.S., and which are authorized to enter into an intergovernmental agreement for such services pursuant to 29-1-201 et seq., C.R.S.

(3) The intergovernmental agreement described in paragraph (1) above shall comply with 29-1-203(2), C.R.S., and shall be approved by the Board and by the governing body of the nonmember governmental entity to whom the services described in paragraph (1) are to be provided.

(4) Neither the property and liability coverages authorized by 24-10-115.5 and 29-13-102, C.R.S., nor the workers' compensation coverages authorized by 8-44-101(1)(c) and 8-44-204, C.R.S., shall be provided except to entities which meet the requirements for membership in CIRSA and which properly adopt and execute these Bylaws.

#### ARTICLE VI. Participation.

(1) The membership of CIRSA shall be limited to the following entities which properly adopt and execute this intergovernmental agreement:

(a) Any municipality which is a member of the Colorado Municipal League;

(b) Any city and county which is formed as a result of a change in the status of a CIRSA member from a municipality to a city and county, except that the continued membership of any such member after such a change in status shall be subject to Board approval in the same manner as set forth in subsection (6) of this section for a new member, and shall also be subject to notice to and action by the membership in the same manner as set forth in subsection (7) of this section for a new member; and

(c) Any other entity which meets all of the following requirements:

1. The entity is a "public entity" as said term is defined in C.R.S. 24-10-103(5), as from time to time amended, other than the state, a county, a city and county, or a school district;

2. The entity has, throughout the term of its membership, an intergovernmental agreement in effect with a member municipality for the provision of

one or more functions, services, or facilities lawfully authorized to both the entity and the municipality, and such member municipality consents to the entity's participation;

3. Participation by the entity is permitted by applicable state law; and

4. Participation by the entity will not adversely affect the tax-exempt status of CIRSA.

(2) An entity which ceases to have in effect an intergovernmental agreement with a member municipality as required by Section VI.1.b.2 shall cease to be a member as of the last day of the claim year in which the entity ceased to have such agreement in effect.

(3) No representative of any entity other than a member municipality may serve on the Board.

(4) Notwithstanding any other provision of these Bylaws, no proposed amendment to these bylaws to permit a representative of any entity other than a member municipality to serve on the Board shall be effective unless approved by at least two-thirds of the municipalities which are members of CIRSA.

(5) A member may participate in CIRSA for either or both of the following purposes:

(a) The property and liability coverages authorized by 24-10-115.5 and 29-13-102, C.R.S., as amended, and claims services, loss control services, and risk management services related to such coverages; and

(b) The workers' compensation coverages authorized by 8-44-101(1)(c) and (3) and 8-44-204, C.R.S., as amended, and claims services, loss control services, and risk management services related to such coverages.

(6) New members may be admitted only by a vote of the Board, subject to the payment of such sums and under such conditions as the Board shall in each case or from time-to-time establish.

(7) The members shall be notified in writing of each proposed new member. Ten percent (10%) of the members may request a membership meeting to consider admission of a new member. The request shall be in writing and must be received at the CIRSA offices no later than fifteen (15) days after mailing of the notice. If such request is received within the fifteen-(15) day period, a membership meeting shall be called by the Chairman and the new member shall be admitted only by a two-thirds (2/3) vote of the members present at the meeting. A member may waive its right to receive notification of proposed new members pursuant to this section. The waiver shall be in writing and shall be signed by the mayor or manager or, if there is no manager, the clerk. Such a waiver by a member shall not prevent it from requesting a membership meeting to

consider, or from taking any other action under these Bylaws concerning, the admission of a new member.

(8) A member who is participating in CIRSA for one of the purposes set forth in section (5) of this Article may be authorized to participate in CIRSA for the other of those purposes by a vote of the Board, subject to the payment of such sums and under such conditions as the Board shall in each case or from time-to-time establish. Compliance with the provisions of section (7) of this Article shall not be required in connection with the authorization unless such compliance is made a condition of the authorization by a vote of the Board.

#### ARTICLE VII. Members' Powers and Meetings.

- (1) The members at a meeting thereof shall have the power to:
  - (a) Elect Directors by vote of the members present at the annual meeting.
  - (b) Amend the Bylaws by a two-thirds (2/3) vote of the members present at a meeting. Notice of any proposed Bylaw amendment shall be mailed to each member at least fifteen (15) days in advance of the vote thereon. An amendment shall take effect immediately unless otherwise provided in the amendment or in the motion to approve the amendment. No Bylaw amendment shall apply to or affect any member which withdraws from CIRSA within fifteen (15) days after approval of the Bylaw amendment and notifies the Board in writing, within such fifteen (15) day period, of its opposition to the Bylaw amendment.
  - (c) Decide an appeal from an expulsion decision as provided in Article XV, and admit members as provided in Article VI.
  - (d) Remove a Director by a two-thirds (2/3) vote of the members present at a meeting. Notice of the proposed removal of a Director shall be mailed to each member at least fifteen (15) days in advance of the vote thereon.
- (2) Meetings of the members shall be held as follows:
  - (a) Members shall hold at least one membership meeting annually at a time and place to be set by the Board, with notice mailed to each member at least fifteen (15) days in advance. At least one of said membership meetings shall be held between June 1 and June 30 of each year.
  - (b) Special meetings shall be held if called by the Board or by a written petition of thirty percent (30%) of the members. Notice of special meetings shall be mailed to each member at least fifteen (15) days in advance.
  - (c) The Chairman of the Board will preside at the meetings.

(d) Thirty percent (30%) of the total number of members of CIRSA as of the date of any meeting shall constitute a quorum to do business during that meeting.

(e) No absentee or proxy voting shall be allowed.

(f) Each member shall be entitled to one vote on each issue.

(2.5) (a) Notwithstanding any other provision of these Bylaws, in order to accommodate the meeting date provided for in article VII(2)(a), the terms of office of Directors who are elected in December, 2002 shall continue only until June, 2004, and the terms of office of Directors who were elected in December, 2001 shall continue only until June, 2003.

(2.5) (b) This subsection 2.5 is repealed effective December 31, 2003.

#### ARTICLE VIII. Obligations of Members.

(1) The obligations of members of CIRSA shall be as follows:

(a) To pay promptly all annual and supplementary contributions and other payments to CIRSA at such times and in such amounts as shall be established by the Board pursuant to these Bylaws. Any delinquent payments shall be paid with interest which shall be equivalent to the prime interest rate on the date of delinquency of the bank which invests the majority of the CIRSA funds. Payments will be considered delinquent forty-five (45) days following the due date.

(b) To designate in writing, signed by the Mayor or Manager or, if there is no Manager, the Clerk, a voting representative and alternate for the members' meetings. A member's voting representative must be an employee or officer of the member, but may be changed from time-to-time.

(c) To allow CIRSA and its agents, officers and employees reasonable access to all facilities of the member and all member records, including but not limited to financial records, as required for the administration of CIRSA.

(d) To allow CIRSA and attorneys designated by CIRSA to represent the member in the investigation, settlement and litigation of any claim made against the member within the scope of loss protection furnished by CIRSA.

(e) To cooperate fully with CIRSA's attorneys, claims adjusters and any other agent, employee, or officer of CIRSA in activities relating to the purposes and powers of CIRSA.

(f) To follow the loss control standards and procedures adopted by the Board.

(g) To report to CIRSA, in such form and within such time as CIRSA may require, all incidents or occurrences which could reasonably be expected to result in CIRSA being required to cover a claim against the member, its agents, officers, or employees, or for casualty losses to municipal property, within the scope of coverages undertaken by CIRSA.

(h) To maintain an active safety committee, safety coordinator, or safety contact.

(i) To report to CIRSA, in such form and within such time as CIRSA may require, the addition of new programs and facilities or the significant reduction or expansion of existing programs and facilities or other acts which will cause material changes in the member's potential loss.

(j) To provide CIRSA, in such form and within such time as CIRSA may require, a completed renewal application.

(k) To participate in coverage of losses and to pay contributions as established and in the manner set forth by the Board.

(l) To the extent permitted by law, each member shall prevent its officers, employees and attorneys from representing voluntarily any person or entity or providing voluntarily any expert testimony or other assistance to any person or entity in any tort claim made or tort action brought against any other member or against any officer, employee or attorney of another member for action taken as an officer, employee or attorney of such other member. The obligation imposed by this paragraph shall not apply where such claim is made or action is brought by a member itself or by an officer or employee thereof acting in an official capacity.

#### ARTICLE IX. Contributions.

(1) It is the intention of CIRSA to levy contributions from the members as established by the Board.

(2) (a) The contributions may include contributions to a reserve fund. The reserve fund may be used only to pay claims, and expenses related thereto, accepted by the Board pursuant to Article XI (1)(r) for which previous contributions for a claim year are insufficient.

(b) If the reserve fund is so used, the proportionate shares in the reserve fund of those members and former members which were members during the claim year for which claims were paid from the reserve fund shall be correspondingly reduced and the Board shall promptly determine, pursuant to policies adopted by the Board for replenishment contributions, whether replenishment of the reserve fund is necessary and, if so, the allocation among members and former members and the amount and timing thereof.

(c) All members and former members, by virtue of their membership during any claim year, waive the right to assert that the levy of replenishment contributions pursuant to this Article for such claim year is barred by any statute of limitations.

(3) The Board shall annually review and report to the members the contributions to the reserve fund, the earnings thereon and the expenditures therefrom. The Board shall credit members and former members making such contributions, in the same proportions as the contributions were made, all amounts in excess of the amounts which the Board reasonably determines to be necessary to pay claims and expenses related thereto, including sufficient funds for payments which might be made pursuant to Article XI (1)(r). Credits to members may be made in the form of credits against future contributions or in the form of payments, as the Board shall determine. Credits to former or withdrawing members shall be made in the form of payments. No credit shall be given or paid to any member or former or withdrawing member which owes any amount to CIRSA until the amount owing is paid, and any credit or payment to be made under this Article IX (3) may be used to pay such amount.

(4) Any money contributed to any loss fund or for the administrative expenses of CIRSA and not needed for loss fund purposes or administrative expense purposes may be credited to the reserve fund or may be as credited to members and former or withdrawing members, or both, in the manner determined by the Board, except otherwise specifically provided in these Bylaws or in policies adopted by the members as authorized in these Bylaws. Credits to members may be made in the form of credits against future contributions or in the form of payments, as the Board shall determine. Credits to former or withdrawing members shall be made in the form of payments. All credits shall be in similar proportions as the contributions paid by the members. The Board shall reasonably determine whether money is available for reserve fund credit or contribution credit, or both, and the timing, proportions, and amounts thereof.

(5) No loss fund created for the property and liability coverages authorized by 24-10-115.5 and 29-13-102, C.R.S., as amended, shall be combined or commingled with any loss fund created for the workers' compensation coverages authorized by 8-44-101(1)(c) and (3) and 8-44-204, C.R.S., as amended.

#### ARTICLE X. Board of Directors.

(1) The Board shall be composed of seven (7) Directors, each from a different member. Directors will be elected from among the members' voting representatives. There will be:

(a) Two Directors, each from a different member under ten thousand (10,000) population.

(b) Two Directors, each from a different member of ten thousand (10,000) to forty thousand (40,000) population.

(c) Two Directors, each from a different member above forty thousand (40,000) population.

(d) One Director at large.

(2) Every year population will be determined by the most current available population figures provided by the state Department of Local Affairs.

(3) The election of Directors will be made by the members at the membership meeting to be held between June 1 and June 30 of each year. A Director shall assume office at the first Board meeting held after the election.

(4) Terms of the Directors will be two-year-staggered terms.

(5) Notwithstanding subsections (3) and (4) of this section, commencing with the terms of office of Directors elected at the June, 2010 election, terms of Directors will be four-year-staggered terms, and Director elections shall be held in even-numbered years. In order to maintain staggered terms, terms of office of Directors elected at the June, 2009 election shall be three-year terms.

(6) A vacancy shall exist when a Director resigns, is no longer the member's voting representative, dies, or is removed by the members pursuant to these Bylaws.

(7) No person shall be removed from office as a Director by reason of any change, during the term of office for which such person was elected or appointed, in the population categories described in (1)(a),(b) and (c) of this Article or in the population of the Director's municipality.

#### ARTICLE XI. Powers and Duties of the Board of Directors.

(1) The Board has the following powers, in addition to any other powers set forth in these Bylaws:

(a) To elect during the first Board meeting held after the election as provided in Article X(3), a chairman, vice chairman, secretary/treasurer and other officers as appropriate. Each officer shall serve until his or her successor is elected, but there shall be no limit on the number of terms served by any person.

(b) To admit new members as provided in Article VI and to adopt criteria for new members.

(c) To establish contributions to be paid by the members, at such time or times and in such amounts as the Board deems appropriate for the operation of CIRSA and as necessary to ensure the solvency and avoid impairment of CIRSA.

(d) To establish the types of losses to be covered, the limits of liability, and the types of deductions which CIRSA provides.

(e) To select all service providers necessary for the administration of CIRSA.

(f) To set the dates, places and provide an agenda for Board and members' meetings.

(g) To fill vacancies in the Board by majority vote of the remaining Directors for the unexpired term.

(h) To exercise all powers of CIRSA except powers reserved to the members.

(i) To hire and discharge personnel or to delegate such authority to the Executive Director.

(j) To provide for claims and loss control standards and procedures, to establish conditions which must be met prior to the payment or defense of a claim, and to deny a claim or the defense of a claim if the conditions are not met.

(k) To provide for the investment and disbursement of funds.

(l) To establish rules governing its own conduct and procedure and the powers and duties of its officers, not inconsistent with these Bylaws.

(m) To issue subordinated debentures consistent with applicable requirements of the Insurance Commissioner of Colorado.

(n) To form committees and provide other services as needed by CIRSA. The Board shall determine the method of appointment and terms of committee members.

(o) To do all acts necessary and proper for the operation of CIRSA and implementation of these Bylaws subject to the limits of the Bylaws and not in conflict with these Bylaws.

(p) Dissolve CIRSA and disburse its assets by a two-thirds (2/3) vote of the entire membership provided that a notice of intent to dissolve CIRSA shall be given to the Insurance Commissioner at least ninety (90) days prior to the effective date. No such plan to dissolve CIRSA shall be effective until approved by the Insurance

Commissioner. Upon dissolution of CIRSA, the assets of CIRSA not used or needed for the purposes of CIRSA, as determined by CIRSA and subject to approval by the Insurance Commissioner, shall be distributed exclusively to municipalities which are members of CIRSA prior to dissolution to be used for one or more public purposes.

(q) To delegate to the Executive Director, by motion approved by the Board, any of the Board's powers and duties, except that the Board may not so delegate its powers to elect officers, admit new members, establish contributions by the members, fill vacancies in the Board, adopt CIRSA's budget, establish conditions which must be met prior to the payment or defense of a claim, or dissolve CIRSA.

(r) Notwithstanding any other provision of these Bylaws or any limitation on CIRSA coverages, for any claim year since the inception of CIRSA the Board may pay those claims and expenses related thereto which would otherwise be denied for the reason that payment would exceed any applicable specified aggregate limit and available insurance or reinsurance. Any such payment shall be made only from a reserve fund established pursuant to Article IX (2), shall not exceed the amount in the reserve fund, shall be subject to the conditions and requirements of Article IX (2), and shall be consistent with such policy as the members may adopt by a two-thirds (2/3) vote of the members present at a meeting.

(s) To make reports to the members at member meetings or otherwise.

(t) To impose a reasonable fee on a former member for the costs of administration which pertain to that member and which arise after the conclusion of the membership. Such fee may be billed against and deducted from any surpluses that would otherwise be credited to the former member pursuant to Article IX, or may be billed to the former member.

(2) The Board has the following duties, in addition to any other duties set forth in these Bylaws:

(a) To prepare, adopt, and report CIRSA's budget to the members.

(b) To make reports to the members at their meetings.

(c) To provide to members annually an audit of the financial affairs of CIRSA to be made by a Certified Public Accountant at the end of each fiscal year in accordance with generally accepted auditing principles and state law.

(d) To provide to members annually an annual report of operations.

(e) To adopt a policy describing those CIRSA documents and records which are available to CIRSA members and to the public and any limitations thereon.

(f) To provide for payment of covered claims and expenses related thereto in the order in which the amounts become due, until any applicable specified aggregate limit and insurance or reinsurance available for such payment is depleted.

ARTICLE XII. Meetings of the Board of Directors.

(1) The Board may set a time and place for regular meetings which may be held without further notice, and shall establish procedures for notice of special meetings.

(2) Four (4) Directors shall constitute a quorum to do business. All acts of the Board shall require a majority vote of the Directors present.

(3) One or more or all Directors on the Board may participate in any meeting of the Board by means of a conference telephone or similar communications equipment by which all persons participating in the meeting can communicate with each other at the same time. Participation by such means shall constitute presence at the meeting. No such meeting shall be held unless diligent effort is made to notify all Board members.

(4) Any action of the Board may be taken without a meeting if consent in writing setting forth the action so taken is signed by all Directors then serving on the Board. Such consent shall have the same effect as a unanimous vote and may be executed in counterparts.

ARTICLE XIII. Liability of Board of Directors or Officers. The Directors, officers and committee members of CIRSA should use ordinary care and reasonable diligence in the exercise of their powers, and in the performance of their duties hereunder; they shall not be liable for any mistake of judgment or other action made, taken or omitted by them in good faith; nor for any action taken or omitted by any agent, employee or independent contractor selected with reasonable care. No Director, officer, or committee member shall be liable for any action taken or omitted by any other Director, officer or committee member. CIRSA shall obtain a bond or other security to guarantee the faithful performance of each Director's, officer's and the Executive Director's duties hereunder. CIRSA may use any loss fund to defend and indemnify any Director, officer, committee member or employee for any action made, taken, or omitted by any such person in good faith within the scope of his or her authority for any CIRSA, or may pay for or reimburse the reasonable expenses, including liability expenses and attorneys' fees, incurred by any such person who is a party in a proceeding resulting from such an action, in advance of the final disposition of the proceeding, but any such payment or reimbursement shall be repaid to CIRSA if it is determined that the action was not made, taken, or omitted in good faith or was not within the scope of his or her authority for CIRSA. CIRSA may purchase or otherwise provide for insurance coverage for such Directors, officers, committee members and employees.

ARTICLE XIV. Withdrawal from Membership.

(1) Any member may withdraw from CIRSA by giving prior notice in writing to the Board of the prospective effective date of its withdrawal.

(2) If the effective date of a member's withdrawal is a date other than a January 1, the withdrawing member shall not be entitled to receive any refund of contributions made for administrative costs for the claim year of withdrawal. The withdrawing member shall be entitled to receive within forty-five (45) days after the effective date of withdrawal, a proportionate return of its contribution to any loss fund.

(3) If the effective date of a member's withdrawal is January 1 but the member's written notice of withdrawal is received by CIRSA more than thirty (30) days after the date on which CIRSA mailed a preliminary quote of the contribution to be assessed the member for the year beginning on that January 1, the withdrawing member shall be obligated to pay its share of CIRSA's administrative costs for the year beginning on that January 1. However, if the preliminary quote is mailed by CIRSA prior to September 1, members shall not be obligated for future claim year administrative costs if the member's written notice of withdrawal is received by CIRSA on or before the October 1 preceding the January 1 renewal date.

(4) The members may, by a two-thirds (2/3) vote of the members present at a meeting, adopt or amend a policy establishing additional conditions applicable to members which withdraw.

#### ARTICLE XV. Expulsion of Members.

(1) A member which fails to make any contribution or other payment due to CIRSA shall be automatically expelled from CIRSA on the sixtieth (60th) day following the due date, unless time for payment is extended by the Board and payment is made within any extended period. A notice of failure to make a contribution or other payment due to CIRSA shall be mailed to the member at least thirty (30) days prior to the first date of automatic expulsion. If time for payment is extended by the Board and payment is not made within any extended period, the automatic expulsion shall occur on a date no later than twenty (20) days after the last day of the extended period set by the Board. An expulsion under this subsection (1) shall not be subject to the provisions of subsection (2).

(2) A member may be expelled by the Board for failure to carry out any other obligation of the member subject to the following:

(a) The member shall receive notice from the Board of the alleged failure and not less than thirty (30) days in which to cure the alleged failure, along with notice that expulsion may result if the failure is not so cured.

(b) The member shall receive at least thirty (30) days prior notice from the Board of the date, place and time when the Board will consider expelling the member from the pool, and the member shall be entitled to be present at that meeting and to

present evidence and reasons why it should not be expelled. The decision of the Board shall be effective as of the date and upon the terms and conditions set forth in the Bylaws and applicable excess or reinsurance policies and as otherwise specified by the Board, except as provided in paragraph (c) of this Article XV (2).

(c) The member may appeal the Board's decision to the membership. Notice of the appeal shall be provided to each member. The appeal shall be considered by the members only if twenty percent (20%) of the members request the Board, in writing, to schedule a membership meeting on the appeal; otherwise the appeal shall be considered denied. If the appeal will be considered by the members, the Chairman of the Board shall schedule a membership meeting and each member, including the appealing member, shall be provided at least ten (10) days prior written notice of the date, time and place of the meeting. The appealing member shall be entitled to be present at the meeting and to present evidence and reasons why it should not be expelled and the Board may present evidence and reasons why expulsion is proper. The appealing member shall not be counted in determining the number of votes required, nor shall the appealing member be entitled to vote on the appeal. The decision of the members shall be by majority vote of those present at the meeting and shall be final, and any expulsion shall be effective as of the date and upon the terms and conditions set forth in the Bylaws and applicable excess or reinsurance policies, and as otherwise specified by the members.

(3) The members may, by a two-thirds (2/3) vote of the members present at a meeting, adopt or amend a policy establishing requirements applicable to members which are expelled.

#### ARTICLE XVI. Conditions of Withdrawal and Expulsion.

(1) A withdrawn or expelled member shall remain obligated for all amounts owing prior to withdrawal or expulsion from CIRSA and for all amounts which thereafter become owing pursuant to CIRSA Bylaws and policies adopted by the members which are in effect at the time of withdrawal or expulsion including, but not limited to, contributions levied pursuant to Article IX (2) of the CIRSA Bylaws.

(2) A withdrawn or expelled member is considered a member of CIRSA for the purpose of payment of the member's claims and expenses related thereto which remain covered under the terms of CIRSA's excess policies. A withdrawn or expelled member shall remain subject to all conditions of coverage and obligations of a member under CIRSA Bylaws, insurance or reinsurance policies, and policies adopted by the members which are in effect at the time of withdrawal or expulsion. A withdrawn or expelled member shall have no right to vote on any matter pending before the CIRSA membership.

(3) Except as otherwise provided in these Bylaws:

(a) A withdrawn member shall retain all rights of a withdrawn member under CIRSA Bylaws and policies adopted by the members which are in effect at the time of the withdrawal;

(b) An expelled member shall retain all rights of an expelled member under CIRSA Bylaws and policies adopted by the members which are in effect at the time of the expulsion; and

(c) No withdrawn or expelled member may be adversely affected by any change in such Bylaws or policies adopted subsequent to the effective date of the member's withdrawal or expulsion.

(4) An expelled member shall have no right to be credited for any amounts pursuant to Article IX (3) or (4) of the Bylaws. Any such amounts that would have been credited but for the expulsion shall be redistributed among those members who were members on the effective date of such member's expulsion, in similar proportions as the contributions paid by those members.

(5) Unless disapproved by an affected insurance or reinsurance carrier, CIRSA shall offer a withdrawing member, no later than forty-five (45) days after CIRSA's receipt of the written notice of withdrawal, at least twenty-four (24) months of extended reporting period on any claims-made coverage provided through CIRSA, at a cost reasonably calculated by CIRSA and subject to any contract terms existing at withdrawal.

#### ARTICLE XVII. General.

(1) This document shall constitute an intergovernmental contract among the members of CIRSA. The terms of this contract may be enforced in court by CIRSA itself or by any of its members.

(2) The consideration for the duties herewith imposed upon the members to take certain actions and to refrain from certain other actions shall be based upon the mutual promises and agreements of the members set forth herein.

(3) A certified copy of the ordinance, resolution or other document of approval for each member, accompanied by an attorney's certification of proper authority and adoption, shall be attached to the original Bylaws on file with CIRSA. These Bylaws may be executed in counterparts.

(4) Except to the extent of the limited financial contributions to CIRSA agreed to herein or such additional obligations as may come about through amendments to these Bylaws, no member agrees or contracts herein to be held responsible for any claims in tort or contract made against any other member. The contracting parties intend in the creation of CIRSA to establish an organization only within the scope herein set out,

and have not herein created as between member and member any relationship of surety, indemnification or responsibility for the debts of or claims against any other member.

(5) In the event that any article, provision, clause or other part of these Bylaws should be held invalid or unenforceable by a court of competent jurisdiction, such invalidity or unenforceability shall not affect the validity or enforceability with respect to other articles, provisions, clauses, applications or occurrences, and these Bylaws are expressly declared to be severable.

ATTEST: \_\_\_\_\_ By: \_\_\_\_\_

\_\_\_\_\_  
Name Title

\_\_\_\_\_  
Title City/Town

\_\_\_\_\_  
Date Date

**Garfield Clean Energy Collaborative  
Resolution No. 6  
Series of 2012**

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE GARFIELD CLEAN ENERGY  
COLLABORATIVE COMMITTING TO THE CIRSA LOSS CONTROL STANDARDS

WHEREAS, the Garfield Clean Energy Collaborative (GCE) has applied for admission into the CIRSA Property/Casualty Pool; and

WHEREAS, pursuant to the CIRSA Bylaws, CIRSA members are required to comply with the loss control standards established by the CIRSA Board of Directors; and

WHEREAS, the GCE wishes to declare its commitment to the timely establishment and implementation of the applicable loss control standards; and

WHEREAS, a copy of said Loss Control Standards is attached hereto as Exhibit "A" and incorporated into this Resolution; and

NOW, THEREFORE, BE IT RESOLVED BY THE GCE BOARD OF DIRECTORS:

1. The GCE hereby adopts the loss control standards as established by and as from time to time amended by the CIRSA Board of Directors. Personnel shall take such actions as are required to implement, within the time or times established by CIRSA, the portions of said standards that are made applicable to the GCE by CIRSA.
2. The GCE hereby acknowledges that its failure to timely implement said standard may result in the non-renewal or cancellation of CIRSA coverage, expulsion from CIRSA, and such other actions as may be required or permitted by CIRSA Bylaws and policies.

THIS RESOLUTION was read, passed and adopted by the Board of Directors of Garfield Clean Energy Collaborative at the Regular Meeting held on this 8<sup>th</sup> day of February, 2012.

GARFIELD CLEAN ENERGY COLLABORATIVE

By \_\_\_\_\_  
Greg Russi, Chairperson

ATTEST:

\_\_\_\_\_  
Judi Hayward, Secretary

**Exhibit A**  
**CIRSA**  
**LOSS CONTROL STANDARDS**

**I. LOSS CONTROL PROGRAM MANAGEMENT**

- A. Management Support\* - Department managers establish and implement written annual safety and loss control goals for the enhancement of the organizational safety culture and reduction of losses. Managers and supervisors support and participate in entity safety program activities. *Imp: 1 year/Pool: PC & WC*  
**Higher weighting**
- B. Safety Committee/Safety Coordinator - A safety committee or safety coordinator has been appointed in writing, to establish, implement and maintain the member's loss control program. Duties and responsibilities have been set forth in writing. Where safety committees exist, meetings are held at least quarterly and minutes of meetings are kept. *Imp: 6 months/Pool: PC & WC*
- C. Loss Control Recommendations - Property survey recommendations are responded to within 60 days of receipt of the recommendations. Appropriate action is taken to correct hazardous conditions and to implement other safety program recommendations. *Imp: 6 months/Pool: PC & WC*
- D. Accident Investigation and Reporting - Procedures for reporting and investigating accidents have been established and implemented. Claim reports are completed and filed in a timely manner. Supervisor accident forms are completed as part of the investigation process. Plans to prevent recurrences are implemented. *Imp: 1 year/Pool: PC & WC*
- E. Contract Provisions - Where appropriate, risks of loss are contractually transferred to contractors through the use of indemnification and hold harmless agreements and the member is named as an additional insured on the contractors insurance policies. Contractors are required to provide certificates of insurance evidencing the existence of necessary coverages. Contractors are required to comply with applicable federal, state and local safety and health laws, regulations and ordinances. *Imp: 1 year/Pool: PC & WC*  
**Higher weighting**
- F. Safety Inspections\* - In addition to CIRSA's property survey, documented safety inspections are conducted by the entity at least annually of active properties. A method for following up on deficiencies has been implemented. *Imp: 1 year/Pool: PC & WC*
- G. Incident Response Program\* - An incident response program for dealing with foreseeable emergencies and incidents (such as fires, medical emergencies, storms, etc.) have been developed. Employees have been trained in appropriate incident response procedures. *Imp: 2 years/Pool: PC & WC*
- H. Safety Awareness Program\* - A program for promoting safe job behaviors and reducing accidents is established and implemented. High risk job tasks are analyzed, hazards identified and safety checklists are developed and utilized. Employees and/or supervisors

observe job tasks being performed and document safe versus at-risk behaviors.

*Imp: 3 years/Pool: PC & WC*

**Higher**

**weighting**

- I. Council/Board Training - Documented training is provided to the new governing body and board and commission members on liability issues and conflict of interest issues within three months of their election or appointment to office.  
*Imp: 3 months/Pool: PC*
- J. New Employees, Seasonal Employees & Volunteers Safety Orientation\* - New employees, seasonal employees and volunteers receive a documented safety orientation.  
*Imp: 1 year/Pool PC & WC*
- K. Office Ergonomics - Computer work stations are evaluated to ensure they are set up in a proper ergonomic manner to prevent repetitive motion injuries. Employees who operate video display terminals receive training to prevent injuries. *Imp: 2 years: WC*
- L. Infection Control - Infection control procedures are established and implemented and applicable employees are trained on the procedures. *Imp: 1 year/Pool: PC & WC*
- M. Back Injury Prevention - Applicable employees participate in an ongoing training and awareness program to prevent back injuries. *Imp: 2 years/Pool: WC only*
- N. Fall Injury Prevention - Applicable employees participate in an ongoing training and awareness program to prevent slip, trip, and fall injuries.  
*Imp: 3 years/Pool: WC only*

**II. PERSONNEL MANAGEMENT**

A program for dealing with employment- related claims has been established including provisions for the following:

- A. Harassment Policy - A harassment policy, (covering all EEOC bases, such as age, race, sex, disability, sexual orientation, and national origin) conforming to federal and state law requirements has been prepared, adopted and distributed or made available to employees. The policy is reviewed with all employees upon hire and at least biennially thereafter.  
*Imp: 1 year/Pool: PC & WC*

**Higher**

**weighting**

- B. Termination Procedures - A review is conducted prior to terminating any employee. The review shall be conducted by a qualified attorney or human resource professional. A CIRSA termination checklist or equivalent is made available to supervisors and managers to assist in identifying issues. Managers and supervisors are trained in applicable termination procedures. *Imp: 1 year/Pool: PC only*

**Higher**

**weighting**

- C. Violence in the Workplace Policy\* - A written policy regarding the prevention of workplace violence has been established. Employees have been trained in applicable violence prevention procedures. *Imp: 1 year/Pool: PC & WC*
- D. Safety Performance Evaluations\* - Managers, supervisors and employees receive an annual safety performance evaluation as part of their overall performance review. *Imp: 2 years/Pool: PC & WC*
- E. Designated Medical Provider - Medical providers have been designated in writing in accordance with the Colorado Workers' Compensation Act to treat the member's employees who sustain on-the-job injuries or illnesses. All employees are made aware of the program. *Imp: 1 year/Pool: WC only*
- F. Modified Duty Work Program\* - A modified duty work program and policy have been established to facilitate, where possible, return to work by injured employees, including communicating with the designated medical provider as required by the Colorado Workers' Compensation Act to define job functions and work limitations. *Imp: 2 years/Pool: WC only*
- G. Frequent Injuries - A process is in place to identify employees who have incurred frequent injuries, and to identify corrective actions for preventing future injuries. *Imp: 1 year/Pool: WC only*

### III. MOTOR VEHICLE SAFETY

A vehicle safety program has been established that includes the following components:

- A. Defensive Driving Training - Defensive driving training is conducted at least every *two* years for employees who operate member-owned or leased vehicles, including heavy equipment and fire apparatus, as an essential function of their job duties. Part of the training includes documented field evaluations of driving behaviors for new hires and employees who have had on-the-job preventable vehicle accidents.

*Imp: 1 year/Pool: PC & WC*

**Higher**

**weighting**

**3 year implementation for the field training**

**provision**

**Small town exemption for the field training**

**only**

- B. Motor Vehicle Record Reviews (MVR)\* - MVR's are checked at least annually for existing employees and prior to placing new employees into driving positions. A

procedure and criteria for addressing and evaluating continued driving activities have been established. *Imp: 1 year/Pool: PC & WC*

- C. Vehicle Maintenance and Inspections\* - A documented vehicle maintenance and inspection program, including heavy equipment, aerial lifts, and fire apparatus, has been established. Any modifications or attachments to vehicles are designed and installed per manufacturer, engineers, or competent person recommendations. *Imp: 2 years/Pool: PC & WC*
- D. Vehicle Accident Review System\* - All vehicle accidents are investigated to determine causes and preventative action. Employees involved in preventable accidents are subject to pre-established procedures (such as counseling, training, suspending driving activities, etc.) for preventing future accidents. *Imp: 2 years/Pool: PC & WC*
- E. Seat Belt Policy - A seat belt policy consistent with state law has been established, implemented, and reviewed with employees. A system for monitoring employee seat belt compliance has been established and implemented. *Imp: 6 months/Pool: PC & WC*

**Small town exemption for the monitoring provision only**

#### IV. POLICE DEPARTMENTS

- A. Police Department Accreditation\* - Achieves and maintains state (CACCP) or national (CALEA) accreditation. *Imp: 3 years/Pool: PC & WC*  
**Higher weighting**
- B. Policy and Procedures - Policies and procedures which, at a minimum, include provisions and documented annual training for the following have been established;
  - 1. Adopts the key provisions of the CIRSA sample Pursuit and Emergency Vehicle Operations Policy and Pursuit Driving Policy. (2 points) Adopts the Lexipol vehicle pursuit policy and emergency vehicle operations policy or equivalent. (1 point) *Imp: 1 year/Pool: PC & WC*  
**Higher weighting**
  - 2. Use of Force Policy, including Deadly Force *Imp: 1 year/Pool: PC & WC*  
**Higher weighting**
  - 3. Search, Seizure, & Arrest Policy and Procedures *Imp: 1 year/Pool: PC & WC*  
**Higher weighting**

4. Less-Lethal Defensive Tools (such as electronic restraint devices, impact weapons, OC pepper spray, etc.) *Imp: 1 year/Pool: PC & WC*  
**Higher weighting**
  5. Body Armor: Provides body armor for police officers. Policies for body armor usage have been established and training is conducted at least every 2 years.  
*Imp: 2 years/Pool: WC only*
- C. Ethics Training\* - All police officers go through ethics training at least once every 3 years.  
*PC only* *Imp: 3 years/Pool:*

## V. FIRE DEPARTMENTS

An Occupational Safety and Health Program has been established per NFPA 1500 including provisions for the following:

- A. Fire Department - An Occupational Safety and Health Program has been established per NFPA 1500 including provisions for the following:

1. Designating a fire department safety officer. *Imp: 1 year/Pool: PC & WC*
2. Providing documented structural fire fighter training.  
*Imp: 2 years/Pool: PC*
3. Providing documented rescue training for confined spaces at least every three years.  
*Imp: 2 years/Pool: PC*  
& WC
4. Providing documented rescue training for trenches at least every three years.  
*Imp: 2 years/Pool: PC & WC*

& WC

## VI. PUBLIC WORKS, PARKS AND RECREATION, AND UTILITIES

### A. General

1. Complaint/Incident Log\* - Documentation of complaints or notices of hazardous conditions from the general public is maintained and follow-up procedures established. *Imp: 2 years/Pool: PC*
2. Work Zone Protection\* - Procedures that require proper work zone protection to be used by persons (public and private) that perform work on a public street, road, sidewalk, public land or easement have been established and implemented. The Manual for Uniform Traffic Control Devices is used in determining the placement of work zone safety devices. Documented employee training is conducted at least biennially. Applicable employees maintain flagger certifications. *Imp: 2 years/Pool: PC & WC*
3. Lockout/Tagout Program - A lockout/tagout program consistent with OSHA standards has been established and implemented. Documented employee training is conducted at least biennially. *Imp: 2 years/Pool: PC & WC*
4. Trenching and Excavation - Written procedures for trenching and excavating consistent with OSHA standards have been established and implemented. Documented employee training is conducted at least biennially. *Imp: 1 year/Pool: PC & WC*
5. Confined Space Entry - A program for entering and working in confined spaces, consistent with OSHA standards, has been established and implemented. Provisions for a written permit system, atmospheric testing, personal protective equipment, emergency rescue, ventilation, and other safeguards are included. Documented employee training is conducted at least biennially. *Imp: 2 years/Pool: PC & WC*
6. Chlorine Safety - Written procedures, including emergency procedures, for gaseous chlorine use have been established and implemented. Documented

employee training is conducted at least biennially. DOT regulations are met when transporting chlorine cylinders. *Imp: 1 year/Pool: PC & WC*

B. Public Works

1. Inspection and Maintenance Program\* - A documented inspection and maintenance program for streets, roads, and traffic control devices is conducted or arranged. *Imp: 1 year/Pool: PC*

C. Parks and Recreation

1. Park, Recreation, and Playground Inspections - Safety inspections of parks, trails, bike paths, mountain bike courses, playgrounds, skateparks, sledding/tubing hills, and recreational facilities are conducted at least monthly. Inspections are documented, deficiencies corrected, and records maintained. Employees are trained on how to conduct inspections.

*Imp: 1 year/Pool: PC*

2. Swimming Pool Safety - Provisions for the following have been established:

- a. Lifeguards are certified by a nationally recognized program, or equivalent. Lifeguards are provided when swimming/aquatic facilities are occupied. Monthly lifeguard training is provided.

*Imp: 1 year/Pool: PC*

- b. Installing and maintaining diving boards per state law; supervising other platforms, slides and tubes with qualified lifeguards; and posting safety rules near slides, tubes and diving boards.

*Imp: 1 year/Pool: PC*

3. Informed Consent/Waiver of Liability Forms\* - An informed consent/waiver of liability form system is established for participants in entity-sponsored recreational events.

*Imp: 1 year/Pool: PC*

D. Water and Waste Water Treatment

1. Sewer Inspections and Servicing - A documented sewer inspection and maintenance program has been established. Inspections are conducted at least every 18-36 months. Recurring problem areas regarding backups are inspected and maintained more often and documented provisions for addressing problem areas are established, implemented, and records maintained. A plan for responding to sewer backups is established.

*Imp: 2 years/Pool: PC*

**Higher**

**weighting**

E. Electric

1. Employee Training - Electric utility employees receive safety training at least annually. Training is documented and records maintained.

*Imp: 1 year/Pool: PC & WC*

2. Electrical Protective Equipment - Electrical protective equipment including insulating blankets, matting, covers, line hose, gloves and sleeves shall comply with the design, care, use, inspection and test requirements of OSHA 29 CFR.1910.137.

*Imp: 1 year/Pool: WC*

**Bonus Standards:**

Members who comply with the following voluntary standards are eligible for one additional point per item (unless otherwise indicated) on their annual Loss Control Standards audit.

1. Achieves state or national accreditation for the fire department.
2. A cost allocation system that charges the cost of risk, with consideration or departmental loss experience, to each department has been established and implemented. (3 points)
3. Attends a CIRSA General Membership, Safety Committee, Police Liability, Parks and Recreation/Public Works, Behavior Based Safety Committee Meeting, or participates on a CIRSA task force.
4. Police department records personnel are certified by the Colorado Certified Records Network Board.
5. Provides hazardous material response training for police and fire department personnel.
6. Implements an innovative safety program not otherwise covered under another Loss Control Standard.



**Garfield Clean Energy**  
PO Box 428  
Carbondale CO 81623  
info@[cleanenergyeconomy.net](mailto:cleanenergyeconomy.net)  
[www.cleanenergyeconomy.net](http://www.cleanenergyeconomy.net)  
(970) 704-9200

February 8, 2012

Diana Murray, Director of Business Development  
ASAP Accounting and Payroll Services

Re: Letter of Engagement

Dear Ms. Murray:

The Garfield Clean Energy Collaborative Board of Directors wishes to engage ASAP Accounting and Payroll Services as its bookkeeping services provider on February 8, 2012.

The estimate and terms outlined in your January 30, 2012 letter to Alice Laird are summarized as follows and attached to this letter as exhibit "A":

- Accounting Services.....\$469.99/month
- Accounting, Transitional Services.....\$200.00

GCE staff and ASAP will follow-up with a detailed list of mutual responsibilities to ensure efficient work flow.

---

Greg Russi, GCE Chairperson

---

ASAP Officer, Title

CLEER Clean Energy Economy for the Region  
Alice Laird, [ahlaird@cleanenergyeconomy.net](mailto:ahlaird@cleanenergyeconomy.net)  
PO Box 428 Carbondale, CO 81623

January 30, 2012

Alice,

Thank you for considering ASAP for Garfield Clean Energy. Organizations like yours need far more than one-off financial services—they need a highly efficient process for minimizing inefficiencies and maximizing profit. That’s what we do—and what we help you do.

With over 21 years of experience, ASAP provides cost effective services that will pay for themselves in reduced headaches, time savings, and penalties avoided. Access to critical financial data is key to operating a successful organization. With that goal in mind, we lead the industry when it comes to leveraging technology to service our clients. Online access to data files and paperless solutions are two examples of our investment in technology.

Confidentiality is a major priority for our firm. This is stressed during our ongoing, thorough training with employees and we require that a confidentiality agreement be signed upon commencement of their employment. ASAP is SSAE 16 Type I certified. We carry \$1M in Errors & Omissions insurance as well as a \$100k Fidelity Bond.

**Enclosed is an estimated package of services that we can provide for your organization;**

Attachment A – Accounting Services -- \$469.99/month  
Accounting, Transitional Services -- \$200 (estimate)

Please feel free to give us a call or send us an email with any questions you may have; we look forward to reviewing this information with you in great detail and firming up a full accounting package that we can provide.

Thank you,

*Diana Murray*

Director, Business Development  
Main 970-963-4383 Direct 970-369-2200  
[diana@businessasap.com](mailto:diana@businessasap.com)



**Attachment A  
Accounting Services**

**Accounting Services to be provided at an *estimated* rate of \$469.99 per Month**

**Includes:**

**ASAP’s Online Accounting Solution (\$74.99 non profit discount applied)**

- Includes our [QuickBooks Remote](#) Services
  - 1 User License, Anytime, Anywhere Access
  - Annual Upgrades Included, Daily Backup Services, Virus and Data Protection Included
- [Paperless Bill Management](#)
  - 2 User, Automated Review and Approval Workflow
  - Payment Tracking/Audit Log
  - Customized Workflow/Security Management
  - Synchronization and Drill Down Features within QuickBooks
  - Document Storage (invoices, contracts, vendor docs, etc.) --no storage fees!
  - Payment/Transaction Services
  - Cash-flow Calendar

**Accounting Services (\$395)**

- Account Payables Management; receive and enter up to 15 bills per month, manage approval process, initiate payments, reconcile vendor accounts regularly, and manage cash-flow.
- Accounts Receivable Management; prepare income funding statements, receive and enter deposits. Receive grant amounts and enter accordingly.
- Reconcile Operating Bank Account regularly to assure proper recording of income and expense.
- Prepare and review monthly financial reports with Board of Directors.

**Additional Charges**

Additional User Fee, QuickBooks	=	\$25/user/month
*Transaction Fees	=	\$1.34 per check payment \$ .67 per ePayment (ACH) \$ .99 per receivable

*I have broken out our services into two separate categories; our Online Accounting Solution (QBs and Paperless Bill Management) can be set up separately. In other words, depending on whom the Board chooses to handle the accounting aspects of this project, you can still take advantage of our solutions to streamline processing and maximize efficiency for the accounting aspects of the organization.*

more

### One-Time Transitional Services

#### **Transitional Services to be provided for a one-time, estimate fee of \$200**

- Set up your QuickBooks file with a Chart of Accounts typical for intergovernmental entity, and work with you to customize it to fit your specific needs.
- Advise on best practice approach to record keeping, grant management, and classification regarding all accounting and reporting functions.

The charges described here are an estimate. The amount may change once we determine the level of transactions and complexity of your accounting. Upon reviewing your progress, we will notify you if we feel this amount may be different.

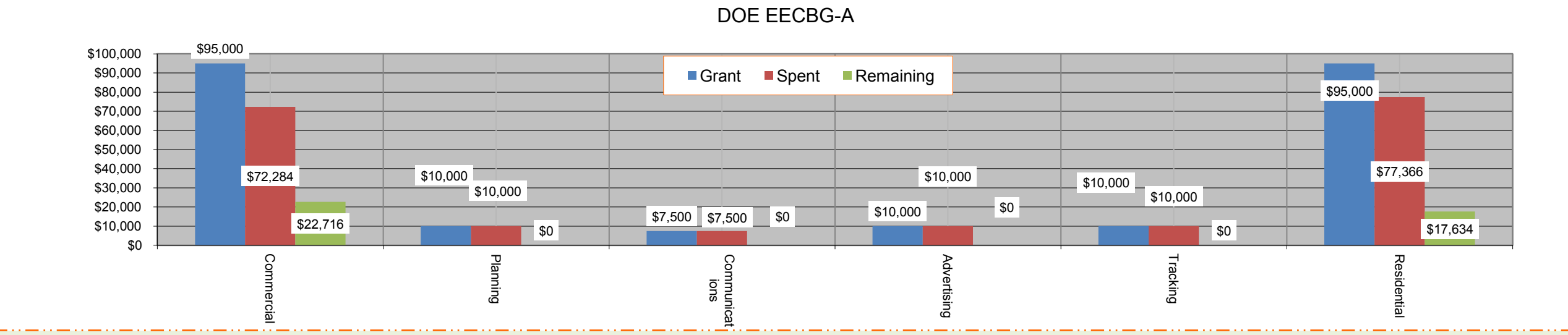
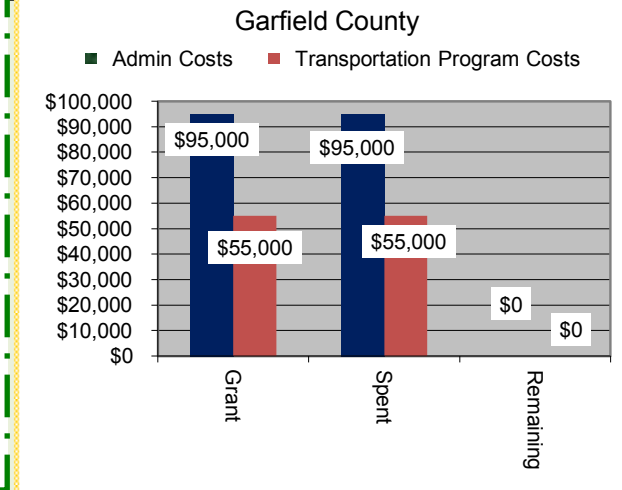
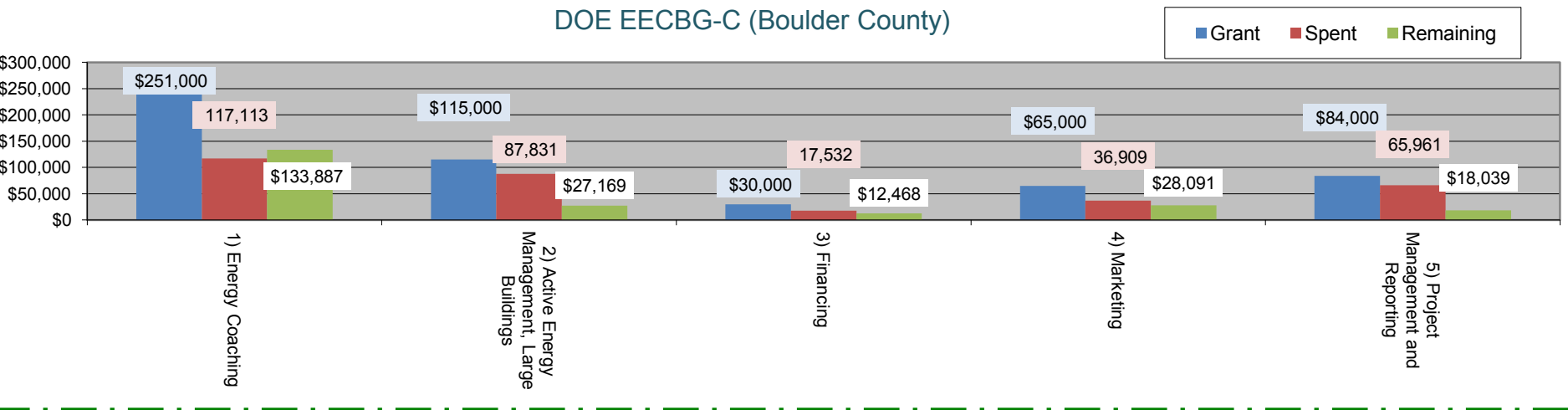
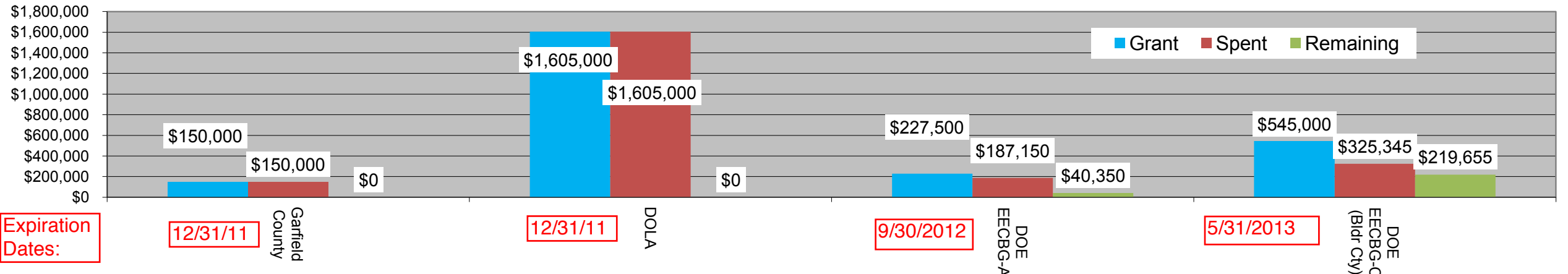
*IMPORTANT: In order to service your accounts, we require on-line, read-only access to all organization bank accounts and credit card accounts.*

*Our experience with similar organizations has indicated to us that there are from time to time additional services that may be requested. Any additional services or projects will be billed at our current hourly billing rates, which range from \$45 to \$200 per hour depending on the type of service provided and the level of expertise required.*

At ASAP, we do accounting and payroll. And we don't. We have a number of additional services and solutions designed to help streamline your operations, maximize profit and get your organization to the next level, ASAP. Please browse through our full suite of solutions, services at [www.businessASAP.com](http://www.businessASAP.com).

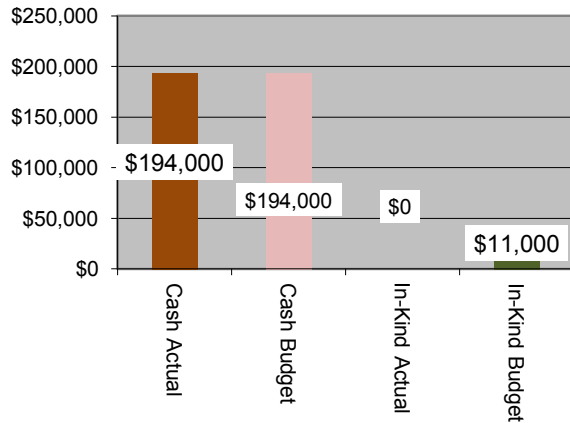
# GARFIELD CLEAN ENERGY GRANTS COCKPIT CHART 12/31/2011

## GCE GRANTS THROUGH GARFIELD COUNTY

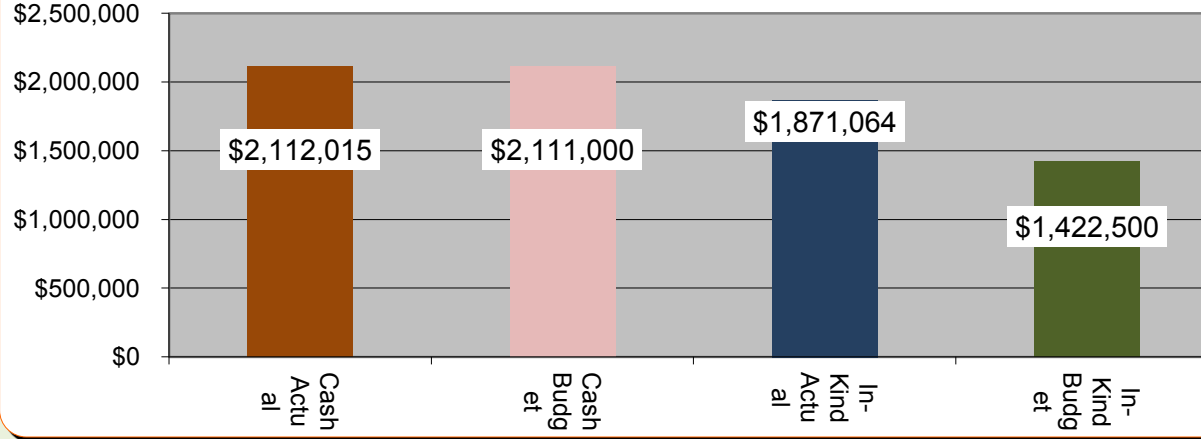


## GARFIELD CLEAN ENERGY DOLA COCKPIT CHART 12/31/2011

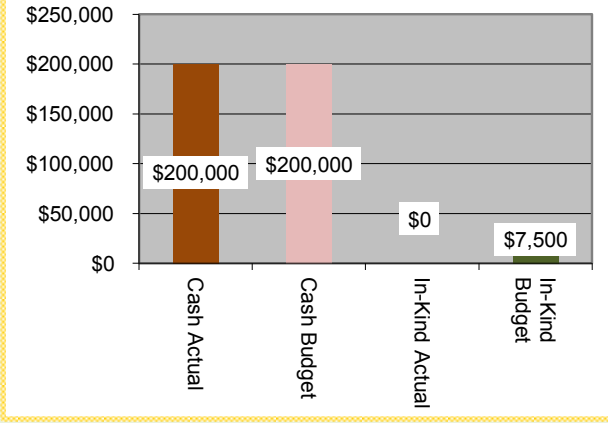
1). Residential Programs and Services



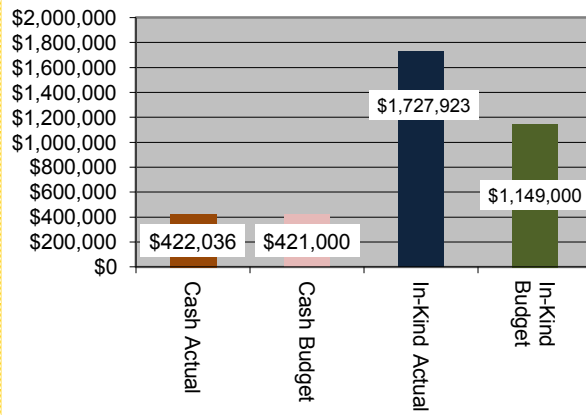
Total DOLA Grant excluding GEO



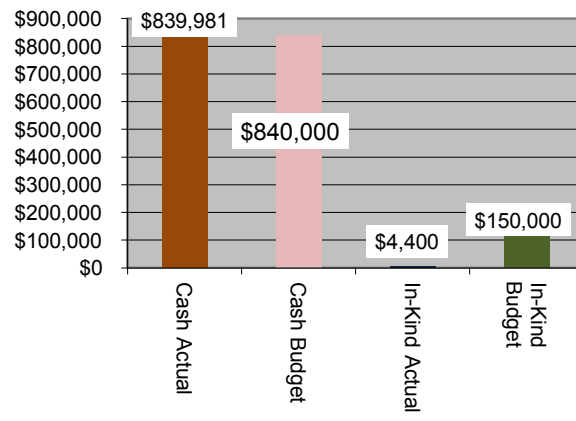
2). Commercial Programs and Services



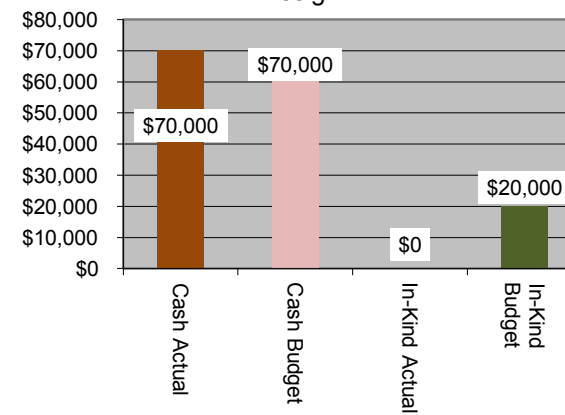
3). Greening Government



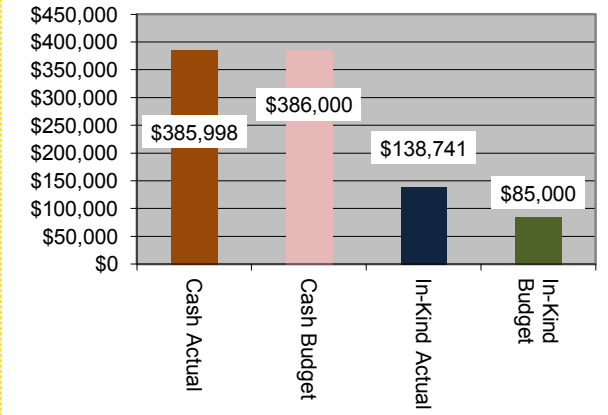
4). Renewable Energy



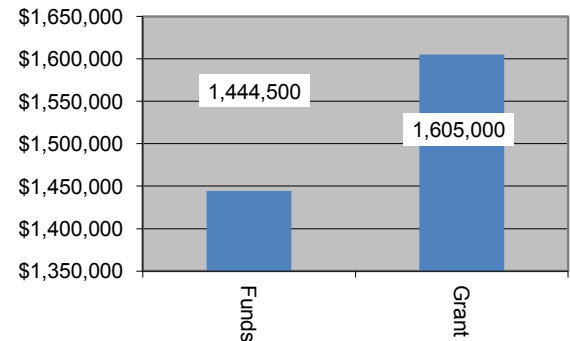
5). Energy Efficient Transp. & Community Design



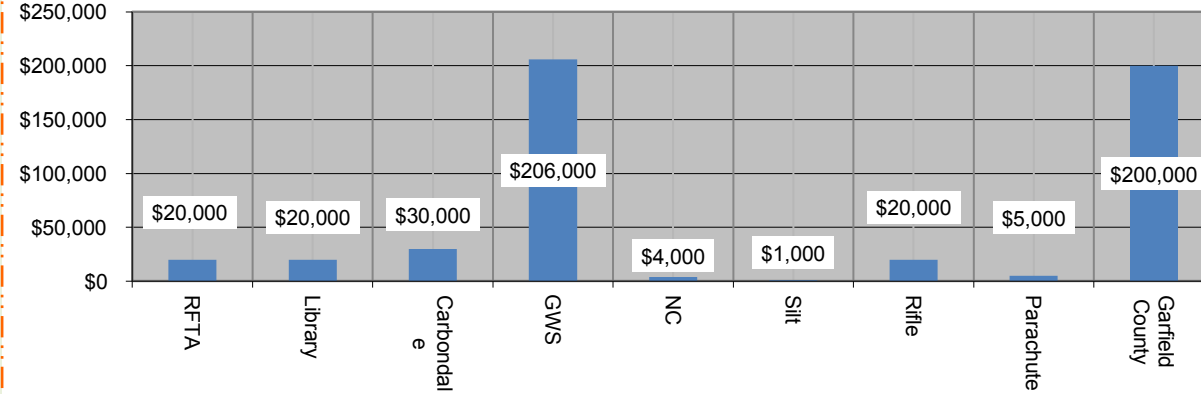
6). Sustainability Team and Clean Energy Financing



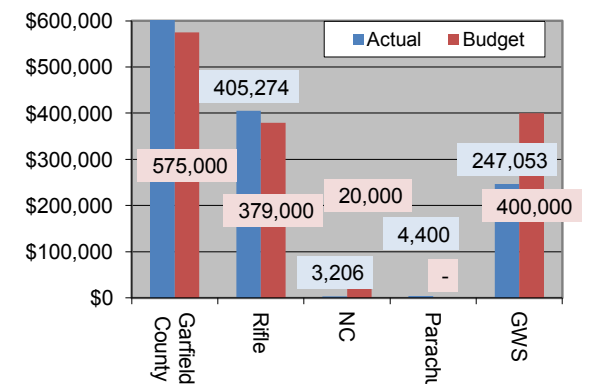
DOLA Reimbursement Grant



Local Cash Contribution



Local In-Kind Funds



**Garfield Clean Energy (GCE)**

**Operations Statistics**

	Jan-11	Feb-11	Mar-11	Apr-11	May-11	Jun-11	Jul-11	Aug-11	Sep-11	Oct-11	Nov-11	Dec-11	2011 Totals	LTD Totals	LTD Budget	Ovr/Undr Budget
<b>DOLA (Jim Rada)</b>																
<b>CLEER P.O. (Vendor #5180)</b>																
Fin P.O. Awarded (#2011-299)													193,031	193,031	\$ 193,031	-
Fin Invoice Numbers	305	340	310	319	349	334 & 345	365 & 371	390	380	393	406 & 413	Various				
Fin Greening Gov - Energy Audits (CL09001.3.1)			\$ (1,313)	\$ (244)	\$ (15,775)	\$ (7,275)	\$ (5,175)	\$ (11,477)	\$ (863)	\$ (1,481)	\$ (18,439)	\$ (79,305)	(141,346)	(141,346)	\$ (141,360)	(14)
Fin Renewable Energy - PV Install (CL09001.4.2)	\$ (956)												(956)	(956)	\$ (956)	-
Fin Renewable Energy - Garfield 1 MW (CL09001.4.3)		\$ (15,199)	\$ (6,563)	\$ (825)	\$ (2,899)			\$ (120)					(25,606)	(25,606)	\$ (25,625)	(19)
Fin Sustainability Team and Financing - (CL09001.6.12)				\$ (6,825)		\$ (7,313)	\$ (6,488)		\$ (4,462)				(25,088)	(25,088)	\$ (25,090)	(2)
<b>Calc Remaining Balance</b>	\$ (956)	\$ (15,199)	\$ (7,875)	\$ (7,894)	\$ (18,674)	\$ (14,588)	\$ (11,663)	\$ (11,597)	\$ (5,325)	\$ (1,481)	\$ (18,439)	\$ (79,305)	\$ 35	\$ 35	\$ 0	(35)
<b>LOCAL CASH CONTRIBUTIONS</b>																
RFTA													-	20,000	\$ 20,000	-
Library													-	20,000	\$ 20,000	-
Carbondale													-	30,000	\$ 30,000	-
GWS													-	206,000	\$ 206,000	-
NC													-	4,000	\$ 4,000	-
Silt													-	1,000	\$ 1,000	-
Rifle													-	20,000	\$ 20,000	-
Parachute													-	5,000	\$ 5,000	-
Garfield County													-	200,000	\$ 200,000	-
<b>Calc Total Local Cash Contributions</b>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	506,000	\$ 506,000	-
<b>LOCAL IN-KIND CONTRIBUTIONS</b>																
GWS													-	247,053	\$ 400,000	(152,947)
NC											\$ 3,206		3,206	3,206	\$ 20,000	(16,794)
Rifle											\$ 13,155		13,155	405,274	\$ 379,000	26,274
Parachute													-	4,400	\$ -	4,400
Garfield County											\$ 13,355		13,355	413,626	\$ 575,000	(161,374)
<b>Calc Total Local In-Kind Contributions</b>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 29,716	\$ -	\$ 13,355	1,073,559	\$ 1,374,000	(156,974)
<b>COMMUNITY PARTNER FUNDS</b>																
<b>Calc Total Community Partner Funds</b>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 48,500	(48,500)
<b>GEO CONTRIBUTIONS</b>																
<b>Calc Total GEO Contributions</b>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 74,179	\$ 106,000	(31,821)
<b>INTEREST INCOME</b>																
<b>Calc Total Interest Income</b>	\$ 54	\$ 8	\$ 9	\$ 17	\$ 6	\$ 9	\$ 8	\$ 6	\$ 5	\$ -	\$ -	\$ -	\$ 122	\$ 1,008	\$ -	1,008
<b>CL09001 - DOLA</b>																
Fin Grant Awarded														1,605,000	\$ 1,605,000	-
Fin Funds Received			\$ (50,100)			\$ (49,271)							(99,371)	(1,444,500)	\$ (1,605,000)	(160,500)
<b>Calc Grant Remaining</b>	\$ -	\$ -	\$ 50,100	\$ -	\$ -	\$ 49,271	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (99,371)	\$ 160,500	\$ -	(160,500)
<b>Exhibit D: DOLA (Expenditures)</b>																
Fin 1) Residential Programs and Services													-	248,179	\$ 276,000	27,821
Fin 2) Commercial Programs and Services													-	220,000	\$ 227,500	7,500
Fin 3) Geening Government	246,938		1,557	15,775	7,275	5,175	11,477	863	1,481	18,439	79,305	817,640	1,205,925	2,150,049	\$ 1,555,000	(595,049)
Fin 4) Renewable Energy	133,556	15,199	7,388	2,899			120						159,162	844,379	\$ 1,005,000	160,621
Fin 5) Energy Efficient Transp & Community Design													-	69,999	\$ 90,000	20,001
Fin 6) Sustainability Team and Clean Energy Financing			6,825		7,313	6,488		4,462				13,355	38,443	524,739	\$ 486,000	(38,739)
<b>Calc Expenditures Subtotal</b>	\$ 380,494	\$ 15,199	\$ 15,770	\$ 18,674	\$ 14,588	\$ 11,663	\$ 11,597	\$ 5,325	\$ 1,481	\$ 18,439	\$ 79,305	\$ 830,995	\$ 1,403,530	\$ 4,057,346	\$ 3,639,500	(417,846)

Garfield Clean Energy (GCE) Operations Statistics	Jan-11	Feb-11	Mar-11	Apr-11	May-11	Jun-11	Jul-11	Aug-11	Sep-11	Oct-11	Nov-11	Dec-11	2011 Totals	LTD Totals	LTD Budget	Ovr/Undr Budget	
<b>Sustainability &amp; Transportation Program Costs (Jim Rada)</b>																	
<b>CLEER P.O. (Vendor #5180)</b>																	
Fin P.O. Awarded (#2011-71)													150,000	150,000	\$ 150,000	-	
Fin Payments out of GF			\$ (6,338)	\$ (12,693)		\$ (10,725)	\$ (1,274)	\$ (24,638)	\$ (12,900)	\$ (15,300)	\$ (29,531)	\$ (36,601)	(150,000)	(150,000)	\$ (150,000)	-	
<b>Calc Remaining Balance</b>	\$ -	\$ -	\$ (6,338)	\$ (12,693)	\$ -	\$ (10,725)	\$ (1,274)	\$ (24,638)	\$ (12,900)	\$ (15,300)	\$ (29,531)	\$ (36,601)	\$ -	\$ -	\$ -	-	
<b>CL11002 - GCE Partnership Mgt &amp; Energy Indep Trans Prog</b>																	
Fin Partnership Anagement, general services	3,563	1,950	9,168	6,750	9,317	5,813	9,600	7,725	17,156	14,175	6,214	3,570	95,000	95,000	\$ 95,000	-	
Fin Transportation Program Costs	375	450	3,525	3,975	6,508	4,275	3,300	7,575	12,375	4,238	6,916	1,488	55,000	55,000	\$ 55,000	-	
<b>Calc Total</b>	\$ 3,938	\$ 2,400	\$ 12,693	\$ 10,725	\$ 15,825	\$ 10,088	\$ 12,900	\$ 15,300	\$ 29,531	\$ 18,413	\$ 13,130	\$ 5,058	\$ 150,000	150,000	\$ 150,000	-	
<b>LOCAL CASH CONTRIBUTIONS</b>																	
RFTA						5,000							5,000			-	
Library						1,000							1,000			-	
Carbondale						10,000							10,000			-	
GWS						30,000							30,000			-	
NC						4,000							4,000			-	
Silt						-							-			-	
Rifle						4,500							4,500			-	
Parachute						1,500							1,500			-	
Garfield County						94,000							94,000			-	
<b>Calc Total Local Cash Contributions</b>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 150,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 150,000	-	\$ -	-	
<b>Garfield Clean Energy Challenge (Jim Rada)</b>																	
<b>CLEER P.O. (Vendor #5180)</b>																	
Fin P.O. Awarded (#2011-146)													2,248	37,500	\$ 37,500	-	
Fin Payments out of Garfield County Grant Fund									\$ (2,248)				(2,248)	(35,252)	\$ (37,500)	(2,248)	
<b>Calc Remaining Balance</b>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (2,248)	\$ -	\$ -	\$ -	\$ -	\$ 2,248	\$ -	(2,248)	
<b>CL10001 - DOE EECBG-A</b>																	
Fin Grant Awarded													-	227,500	\$ 227,500	-	
Fin Funds Received	\$ (12,811)	\$ (11,723)	\$ (6,442)	\$ (2,701)	\$ (1,582)	\$ (8,796)	\$ (1,027)	\$ (5,216)	\$ (18,408)	\$ (39,029)	\$ (8,217)	\$ (7,512)	(123,464)	(187,149)	\$ (227,500)	(40,351)	
<b>Calc Grant Remaining</b>	\$ 12,811	\$ 11,723	\$ 6,442	\$ 2,701	\$ 1,582	\$ 8,796	\$ 1,027	\$ 5,216	\$ 18,408	\$ 39,029	\$ 8,217	\$ 7,512	\$ (123,464)	\$ 40,351	\$ -	(40,351)	
<b>DOE EECBG-A (Revenues)</b>																	
Fin 10) DOE Reimbursement Revenue	12,811	11,723	6,442	2,701	1,582	8,796	1,027	5,216	18,408	39,029	8,217	7,512	123,464	187,149	\$ 227,500	(40,351)	
<b>Calc Revenues Subtotal</b>	\$ 12,811	\$ 11,723	\$ 6,442	\$ 2,701	\$ 1,582	\$ 8,796	\$ 1,027	\$ 5,216	\$ 18,408	\$ 39,029	\$ 8,217	\$ 7,512	\$ 123,464	\$ 187,149	\$ 227,500	(40,351)	
<b>DOE EECBG-A (Expenditures)</b>																	
Fin 1) Financial Incentives - Commercial	3,833	8,326	996	1,137	-	5,716	1,487	1,655	15,000	10,681	3,057	5,602	57,490	72,284	\$ 95,000	22,716	
Fin 2) Planning, mgmt & payment processing													-	10,000	\$ 10,000	-	
Fin 3) Communications Outreach									255				255	7,500	\$ 7,500	-	
Fin 4) Print & Radio Advertising, Print Materials									1,993				1,993	10,000	\$ 10,000	-	
Fin 5) Tracking Energy Savings and Reporting													-	10,000	\$ 10,000	-	
Fin 6) Financial Incentives - Residential	8,978	3,397	5,446	1,764	2,347	2,026	90	3,561	700	28,348	5,160	1,910	63,727	77,366	\$ 95,000	17,634	
<b>Calc Expenditures Subtotal</b>	\$ 12,811	\$ 11,723	\$ 6,442	\$ 2,901	\$ 2,347	\$ 7,742	\$ 1,577	\$ 5,216	\$ 17,948	\$ 39,029	\$ 8,217	\$ 7,512	\$ 123,465	\$ 187,150	\$ 227,500	40,350	
<b>Total</b>	\$ -	\$ -	\$ -	\$ (200)	\$ (765)	\$ 1,054	\$ (550)	\$ -	\$ 460	\$ -	\$ -	\$ -	\$ (1)	\$ (1)	\$ -	(1)	

\$56k

**Garfield Clean Energy (GCE)**

**Operations Statistics**

	Jan-11	Feb-11	Mar-11	Apr-11	May-11	Jun-11	Jul-11	Aug-11	Sep-11	Oct-11	Nov-11	Dec-11	2011 Totals	LTD Totals	LTD Budget	Ovr/Undr Budget
<b>Energy Efficiency Incentatives &amp; Retrofits (Jim Rada)</b>																
<b>CLEER P.O. (Vendor #5180)</b>																
Fin P.O. Awarded (#2011-95)													545,000	545,000	\$ 545,000	-
Fin Payments out of Garfield County Grant Fund		\$ (27,684)	\$ (23,005)	\$ (28,612)	\$ (22,294)	\$ (22,950)	\$ (12,011)	\$ (20,663)	\$ (19,283)	\$ (23,775)	\$ (23,138)	\$ (101,930)	(325,345)	(325,345)	\$ (545,000)	(219,655)
<b>Calc Remaining Balance</b>	\$ -	\$ (27,684)	\$ (23,005)	\$ (28,612)	\$ (22,294)	\$ (22,950)	\$ (12,011)	\$ (20,663)	\$ (19,283)	\$ (23,775)	\$ (23,138)	\$ (101,930)	\$ 219,655	\$ 219,655	\$ -	(219,655)
<b>CL11001 - DOE EECBG-C</b>																
Fin Grant Awarded													545,000	545,000	\$ 545,000	-
Fin Funds Received from Boulder County		\$ (27,684)	\$ (23,005)	\$ (28,612)	\$ (22,294)	\$ (22,950)	\$ (12,011)	\$ (20,663)	\$ (19,283)	\$ (23,775)	\$ (23,138)	\$ (101,930)	(325,345)	(325,345)	\$ (545,000)	(219,655)
<b>Calc Grant Remaining</b>	\$ -	\$ 27,684	\$ 23,005	\$ 28,612	\$ 22,294	\$ 22,950	\$ 12,011	\$ 20,663	\$ 19,283	\$ 23,775	\$ 23,138	\$ 101,930	\$ 219,655	\$ 219,655	\$ -	(219,655)
<b>DOE EECBG-C (Revenues)</b>																
Fin 10) DOE Boulder Cty Reimbursement Revenue	27,684	23,006	28,612	22,294	22,950	12,011	20,663	19,283	23,775	23,138	27,562	74,368	325,346	325,346	\$ 545,000	(219,654)
<b>Calc Revenues Subtotal</b>	\$ 27,684	\$ 23,006	\$ 28,612	\$ 22,294	\$ 22,950	\$ 12,011	\$ 20,663	\$ 19,283	\$ 23,775	\$ 23,138	\$ 27,562	\$ 74,368	\$ 325,346	\$ 325,346	\$ 545,000	(219,654)
<b>DOE EECBG-C (Expenditures)</b>																
Fin 1) Energy Coaching	14,595	6,413	11,100	7,650	8,213	280	4,575	6,654	9,638	8,119	11,025	28,851	117,113	117,113	\$ 251,000	133,888
Fin 2) Active Energy Management, Large Buildings	9,216	6,862	5,400	5,963	5,250	11,431	6,600	7,603	5,175	1,838	1,987	20,506	87,831	87,831	\$ 115,000	27,169
Fin 3) Financing	3,713	1,313	1,387	919	1,125		1,350	750	1,125	1,688	1,425	2,738	17,532	17,532	\$ 30,000	12,468
Fin 4) Marketing	160	1,763	2,025	2,587	4,500	300	3,488	1,913	4,725	1,387	5,550	8,511	36,909	36,909	\$ 65,000	28,092
Fin 5) Project Management and Reporting		6,656	8,700	5,175	3,862		4,650	2,363	3,112	10,106	7,575	13,762	65,961	65,961	\$ 84,000	18,039
<b>Calc Expenditures Subtotal</b>	\$ 27,684	\$ 23,006	\$ 28,612	\$ 22,294	\$ 22,950	\$ 12,011	\$ 20,663	\$ 19,283	\$ 23,775	\$ 23,138	\$ 27,562	\$ 74,368	\$ 325,345	\$ 325,345	\$ 545,000	219,655
<b>Total</b>	\$ 0	\$ 0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 0	\$ 0	\$ -	0



Clean Energy Economy for the Region  
P.O. Box 428  
Carbondale, Colorado 81623

(970) 704-9200  
[www.CleanEnergyEconomy.net](http://www.CleanEnergyEconomy.net)

Mr. Jim Rada  
Mr. Bob Prendergast  
Garfield County Administration Building  
108 8<sup>th</sup> Street  
Glenwood Springs, CO 81601

RE: CLEER tasks & accomplishments, December 1-31, 2011, for Better Buildings Program

CL11001.1.1 / BB 1.1  
Residential, Commercial program  
Invoice # 433

Provided ongoing Garfield Energy Challenge support to Garfield County residents and businesses:

Responded to various emails and inquiries about rebates and program details.

Took phone calls and emails about extension of audit special and paperwork requirements. Some inquiries required sending documentation and web links. Entered new inquiries on tracker spreadsheet and Etapestry, and sent emails to them.

Assisted office walk-in participants with paperwork and reviewed assessment.

Provided energy coaching to homeowner regarding high propane bills, boiler, thermostat, and water use questions. Performed quick walk-through evaluation and found insulation problems and air leakage. Recommended audits and explained rebate process.

Set up for and attended the Carbondale Business Expo. Promoted the Energy Challenge and recruited businesses and homeowners.

Collected pictures from cantilevered bathroom retrofit that required air sealing and insulation to assist with Energy Coaching.

Explained program to project manager for RA Nelson, a large general contractor in the area.

Responded to call from insulation contractor and educated him about rebates and incentives.

Spoke to Styles Kitchen and Bath about Orrison project and other commercial opportunities with the Energy Challenge program and provided more information on how to get involved.

Provided referrals to Pitkin County program.

Created records for and filed new businesses in the Energy Challenge.

Traveled to Rifle and Parachute for energy coaching and measurement and verification of projects.

Processed rebates for Red Rock Diner and Defiance Thrift Store. Updated tracking spreadsheet.

Drafted and sent email to contractors regarding holiday rebate extension.

Collected data from Mesa Vista Assisted Living and compiled report for Energy Outreach Colorado insulation project.

Provided information and resources to attendees at annual Mountain to Mesa Homebuilders Event and gave out CFLs to those interested. Explained program to owner of business that works with HOAs from Grand Junction to Aspen to provide consulting services and operational help and encouraged them to provide Energy Challenge info to their clients.

Assisted home auditor with information about local programs and with other auditor selling equipment by passing on information.

Talked with local Sierra Club member about touting GCE programs as an opportunity for residents to act on their energy use at a discussion titled "Beyond Coal".

Talked with auditor who came in office about program differences between counties and explained how ours works and why it operates as it does.

Discussed letter to Kelly's Insulation with Jim Rada, sent documents for review, and received edits. Finalized and prepared mailing of letter to Kelly's customers who are not receiving rebate.

Reviewed report from Lawrence Berkley Labs about 'Delivering Efficiency Programs to Middle Class' and other industry emails.

CL11001.1.2 / BB 1.2

Active Energy Management for larger, key community buildings

Invoice # 433a

Requested assistance from Glenwood Springs Municipal Operations Center team with monitoring data link. Continued to follow up with MOC datalogger configuration, now waiting on involvement from GWS IT department.

Reviewed documents on Parachute/Silt/New Castle from Schmueser Gordon Meyer for inclusion in AEM reports.

Checked in with GWS City Hall staff regarding comfort of City Hall after upgrades and reviewed energy performance data on Navigator. Result is comfort greatly improved, and energy use down.

Debriefed the Carbondale Recreation Center facility manager on changes made to the building and building performance in the prior two weeks, including adjustments to improve brief comfort concerns.

Coordinated live electricity data presentation for new public buildings on the Energy Navigator.

Requested feature additions and software-edits to the Energy Navigator from Lucks Digital.

Identified a cost calculation improvement in Navigator and requested changes from Energy Navigator.

Reviewed recent bill data and IDR data on Energy Navigator to confirm continued energy savings trends.

Developed Big Buildings program definition and assessment. Attend CMC Sustainable Facility Manager Training planning session.

CL11001.1.3 / BB 1.3

Financing

Invoice # 433b

Coordinated ongoing set-up of financing program. Made preparations for marketing of program. Made outreach efforts to banks, and determined next steps on microfinancing program.

Attempted to set up meeting with credit union in Rifle to discuss financing program opportunities.

Prepared GCE meeting finance update, and held a call with Jim Rada and Boulder County to clarify reporting requirements for loans and financing programs.

Planned Solar Communities program, which would offer a sleek financing mechanism for homeowners.

Held a phone call with Joe Rowan of Funding Partners about status of work with Elevations Credit Union for revolving loan funds.

Attended CHFA webinar to explain and announce program details. Exchanged emails afterwards with Tim Dolan to clarify a few questions and to request copy of documents that participating lenders agree to.

Worked with staff and Tim Dolan to collect GCE loan loss reserve program documents.

Reviewed CHFA program overview documents and lender package for Garfield Clean Energy Credit Reserve Fund.

CL11001.1.4 / BB 1.4  
Marketing

No work to report during December due to staff vacation.

CL11001.1.5 / BB 1.5  
Project Management and Grant Reporting  
Invoice # 433d

Continued ongoing coordination of program, planning and preparation for 2012.

Met with DOE representatives regarding ongoing coordination.

Met with Jim Rada to finalize Scope of Work. Drafted, edited, and shared SOW with staff. Prepared presentation for DOE monitoring visit.

Attended DOE monitoring visit in Boulder County, coordinated DOE site visit, attended meeting with reps for DOE, and then followed up with emails with Boulder County staff and DOE staff.

Organized business folders, started quarterly reporting, and finalized SEP report.

Oversaw project review and management, along with budget tracking and forecasting.

Processed contractor invoices for reimbursement, and prepared memos for Garfield County. Processed rebates for submission to Garfield County.

Managed Xcel residential data for baseline data collection.

Attachments: CLEER Invoices # 433, 433a, 433b, 433d (no 433c)



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P.O. Box 4  
Carbondale, Colorado 810

(970) 704-9  
www.CleanEnergyEconomy.

Mr. Jim Rada  
Mr. Bob Prendergast  
Garfield County Administration Building  
108 8<sup>th</sup> Street  
Glenwood Springs, CO 81601

**RE: CLEER tasks, December 1-31, 2011 for Garfield Clean Energy Project Management and Energy Independence Transportation Program**

**CL11002.1 Partnership Services  
Invoice # 442**

Updated website and had meeting with web designer regarding news and events tabs. Wrote, edited, and solicited quotes for Riding Arena press release to highlight improvements after lighting retrofit.

Assisted Garfield County staff in setting up a new process for utility bill collection. Worked with Garfield County and Rockwell Financial in locating bills for Fairgrounds Riding Arena Solar PPA.

Fixed data glitches in latest bill database. Uploaded new monthly bills from Utility Manager to Energy Navigator. Updated Energy Navigator software for improved accuracy of energy cost in 15-minute-based cost estimations.

Continued to seek Solar PPA bills via utility release for Riding Arena per review requested by GCE board chair. Reset login information for SunEdison for Rifle PPA and downloaded up-to-date solar data for Rifle Wastewater Treatment Plant bill tracking.

Responded to a request for SourceGas utility data from Town of Carbondale Mark O'Meara.

Met with Steve Dunn of DOE to share GCE success stories for nationwide replication.

Updated Cumulative Results spreadsheet to include all 2011 GCE projects.

Began authoring how-to-guide on Big Building AEM and data acquisition setup.

Attended Garfield County commissioner's meeting regarding IGA. Prepared GCE packet memos and agenda.

Followed up with information about CIRSA Executive & Officer insurance and completed application

Held meeting with Jim Neu regarding documents for GCE packet for January meeting.

Traveled to GCE meeting, attended and recorded minutes.

**CL11002.2 Transportation Program  
Invoice # 442a**

Attended and presented on CNG vehicles in the region at the Northwest Oil and Gas Forum in Rifle.

Reviewed "Why CNG" document about RFTA's decision and forwarded to Greg Russi in preparation for January meetings. Reviewed, edited, and sent RFTA press release to working group.

Revised WS CNG packet and send to partners. Prepared for and held meeting for WS CNG. Attended CNG event in Grand Junction, promoting WSCNGC and RFTA progress.

Attended Carbondale Business Forum and staffed a booth for WS CNG.

Pitched an LNG strategy for Garfield County and I-70 corridor to Encana. Worked on grant proposal for Encana to fund \$28,500 for the Petroleum Independence Project.

Edited, updated, and sent CNG letter to Senator Bennet's office.

Conversations with Encana and RFTA about the lack of response to the RFTA station RFI and opportunity for response to the RFP if a public station option is clearly included.

Reviewed RFTA press release with RFTA, CLEER staff, GEO, and Aspen Strategy Center. Hosted RFTA conference call with staff from Encana, RFTA, GEO, ASC, Bennet, Udall, GarCo.

Coordinated CNG vehicle promotion with GWS Ford dealer.

**Attachments: CLEER Invoices # 422, 422a**

**DOE EECBG-A for January**

Invoice	First	Last	Type of Work Performed	Rebates
181	Donald	Weller	Audit	100.00
182	Jimmie	Stanbro	Audit	120.00
183	Delbert	Campbell	Audit	120.00
184	David	Stys	Audit	100.00
185	Susanne	Lockard	Audit	200.00
186	David	Stys	Audit	200.00
187	Frank	Markoya	Audit	300.00
188	Linda	Criswell	Audit	120.00
189	Meghan	Backofen	Audit	100.00
190	Brent	Beaton	Audit	300.00
191	Rose	Hurley	Audit	100.00
192	Margaret	Chain	Audit	300.00
193	Lynne	Springer	Audit	100.00

<b>Residential</b>	<b>\$2,160.00</b>
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Company Name	Type of Work Performed	Rebates
Village Rd Office Condo	Insulate & Seal	5,000.00

<b>Commercial</b>	<b>\$ 5,000.00</b>
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