

**MARYLAND ENERGY ADMINISTRATION
STREETLIGHT AND OUTDOOR LIGHTING EFFICIENCY (SOLE)
FY2024 GRANT PROGRAM AGREEMENT
(Area of Interest 3)**

**STATE OF MARYLAND
MARYLAND ENERGY ADMINISTRATION**
1800 Washington Boulevard, Suite 755
Baltimore, Maryland 21230

RECEIVED BY MEA
11/26/2024
jlm

(hereinafter “MEA”)

and

Mayor and Council of Rockville
111 Maryland Avenue
Rockville, MD 20850

(hereinafter “Grantee”)

PREMISES

The Maryland Energy Administration administers the Strategic Energy Investment Program set forth in Md. Code Ann. State Gov’t Art. §§ 9-20B-01 as a component of its overall mission to reduce energy demand and increase energy efficiency and the use of renewable energy resources. To support this mission, MEA renewed the Streetlight and Outdoor Lighting Efficiency Grant Program for 2024 (“FY24 SOLE”). The SOLE Program offers grants to incentivize investment to defray the cost of replacing less efficient pole-mounted fixtures used for the illumination of streets, parking lots, parks, athletic fields and other outdoor spaces, along with implementing certain lighting controls.

MEA issued a Funding Opportunity Announcement (FOA) for the SOLE FY24 Program that outlines eligibility criteria for Grant funds to be awarded on a first-come, first-served basis. The Grantee submitted an application to MEA that proposed a scope of work (“Project”) for Program grant funding conforming to the Program’s Area of Interest 3 (AOI.3), which defines luminaires eligible for grant funding as pole-mounted fixtures that illuminate vehicular or pedestrian rights of way, as well as parking lots.

MEA has evaluated Grantee’s application and has determined that Grantee is eligible to receive a Grant under the Program, subject to Grantee’s completion of the Project specified in Section 2, Project Description, and the Scope of Work (Attachment B) of this Grant Agreement, and subject to Grantee’s compliance with all requirements, terms, and conditions of this Grant Agreement and the Program.

NOW, THEREFORE, the parties hereby agree as follows:

1. Purpose of Grant

- A. The purpose of the Program is to provide funding to defray the cost of upgrading streetlight and outdoor lighting fixtures to energy-efficient LED technologies, as described in Attachment B, referenced in Section 2, below.

2. Project Description

- A. The Project is more specifically described in Attachment B, Scope of Work, which is incorporated and made a part of this Agreement. Attachment B shall not contain any terms or conditions other than a project description. If Attachment B contains any terms and conditions other than a project description, such terms and conditions are not incorporated into this agreement and are not agreed to by MEA. In the event of any conflicts between Attachment B and this Agreement, the terms of this Agreement shall control.

3. Amount and Duration of the Grant

- A. The Grant Award shall not be greater than One Hundred and Thirty Thousand Six Hundred Dollars (\$130,600) (“Grant Award”).
- B. Unless an extension is permitted as described in Section 3 of the General Provisions (Attachment A), Grantee shall complete all work, as detailed in Attachment B, by no later than October 27, 2025, with all required documentation under Section 5 completed and submitted to MEA as described in Section 2.C of the General Provisions.

4. Costs Eligible for Reimbursement

- A. Only those costs or expenditures associated with the Project’s design, permitting, construction, materials, or project management are eligible for reimbursement under this Grant based on the selected Area of Interest (AOI).
- B. The Grant award calculation value is awarded per fixture type, differentiated by area of interest (AOI) and by wattage of lamp type being replaced.
- C. Grantee is eligible to be reimbursed via their SOLE grant award for fixture upgrades as described in Attachment B per the following criteria:

AOI.1: Pole-mounted street lighting for any vehicular or pedestrian rights-of-way, as well as parking lots

AOI.2: Exterior pole-mounted lighting for athletic fields or parks

UTILIZATION CATEGORIES, POLE-MOUNTED FIXTURES ONLY:	AOI 1: Vehicular or pedestrian rights-of-way, as well as parking lots	AOI 2 Athletic Fields	AWARD VALUE
REPLACING EXISTING MV, MH or HPS LUMINAIRE UNDER 250 WATTS:	\$130,600		
REPLACING EXISTING MV, MH or HPS LUMINAIRE OVER 250 WATTS:			
TOTAL :			\$130,600
BONUS INCENTIVE			
FOR SOLAR POWERED LAMPS:			
FOR DIMMING OR MOTION CONTROL (NOT INCLUDING PHOTOCELLS):			
TOTAL FOR OPTIONAL CONTROLS:			
TOTAL FOR LUMINAIRES + OPTIONAL CONTROLS:			\$130,600

1. w = watts, used to describe the power capacity of individual luminaires

- D. Only the costs related to the scope of work (Attachment B) and incurred by the Grantee after the date on which MEA receives the final signed Grant Agreement are eligible for reimbursement under this Grant Agreement.
- E. The Grantee is required to provide a cost share of no less than 15% of the total Project cost. Under no circumstances shall the applicant receive reimbursement for more than 85% of the combined installed cost of luminaires and any optional controls.
- F. Reimbursement under this award, up to the maximum award amount described in Section 4c above, will be calculated based on the Grantee’s supporting invoice documentation depicting the actual installation of luminaires and any related per-fixture lighting controls.

5. Reporting and Reimbursement Requirements

- A. Grantee shall submit **one** reimbursement request at the completion of the Project. This reimbursement request shall report the number of luminaires and lighting controls being funded by the Project. The reimbursement request shall be made using the document referenced in **Attachment C**, “Streetlight and Outdoor Lighting Efficiency Reporting and Invoicing Form” for Fiscal Year 2024. The image in Attachment C is for reference purposes only; a fully-functional Excel version with instructions can be [downloaded](#) from the MEA website.
- B. Along with Attachment C, Grantee shall send MEA copies of third-party vendor invoices and equipment cut sheets to substantiate the purchase of

- the eligible luminaires and lighting controls for which the Grantee is seeking reimbursement by MEA. MEA may request additional documentation from the Grantee, which may include post-installation photos to substantiate the number, type, and wattage of the new fixtures.
- C. The Grantee shall submit their completed Attachment C with accompanying back-up documentation to lighting.mea@maryland.gov, with a copy (cc:) to the MEA Party Representative listed in Section 6.
 - D. MEA may request project status updates from the Grantee on a quarterly basis consisting of a brief description of Project-related procurement, construction, and invoicing activities. If MEA requests a quarterly update, an email will be sent from lighting.mea@maryland.gov to the Grantee Party Representative listed in Section 6 of this Agreement. The Grantee Party Representative shall reply within two weeks of any request.
 - E. The new lighting fixtures must be dark-sky certified, as identified at: <https://www.darksky.org/our-work/lighting/lighting-for-industry/fsa/fsa-products/> unless the applicant has received a waiver in writing from MEA.

6. **Party Representatives**

The following individuals shall have the authority to act under this Agreement for their respective parties, subject to all necessary approvals:

Jose Matos, Program Manager
Maryland Energy Administration
443-826-0530

(Or any such person as may be designated in writing by the Director of MEA.)

Andrew Luetkemeier, Principal Transportation Engineer
Mayor and Council of Rockville
240-314-8524

(Or any other person as may be designated in writing by the Grantee)

7. **General Provisions**

The General Provisions of the Grant Agreement set forth in Attachment A are incorporated and made part of this Grant Agreement.

THIS GRANT AGREEMENT HAS BEEN APPROVED BY THE ATTORNEY GENERAL'S OFFICE AT MEA. NO CHANGES, MODIFICATIONS, ADDITIONS OR DELETIONS TO THIS AGREEMENT ARE AUTHORIZED ABSENT SPECIFIC WRITTEN AGREEMENT BY THE PARTIES AND APPROVAL BY THE ATTORNEY GENERAL'S OFFICE AT MEA. ANY UNAUTHORIZED CHANGES, MODIFICATIONS, OR DELETIONS TO THIS FORM AGREEMENT WILL RENDER MEA'S OBLIGATIONS UNDER THIS AGREEMENT VOIDABLE AT MEA'S ELECTION.

IN TESTIMONY WHEREOF, WITNESS the hands and seals of the parties.

Mayor and Council of Rockville

By: Jeff Mihelich
~~Geoff Weinbau~~ Jeff Mihelich
~~Acting~~ City Manager

Date: 10/30/2024

MARYLAND ENERGY ADMINISTRATION

By: Jennifer Aiosa
Signed by: FB7264DDCC67498...
Jennifer Aiosa
Chief of Staff

Date: 9/30/2024

Approved for Form and Legal Sufficiency

this 23d day of September, 2024

Michele Honick
DocuSigned by: F72D04EACF0F43E...
Michele Honick
Assistant Attorney General

ATTACHMENT A**General Provisions****1. Definitions**

- A. “Grant Agreement” means a written agreement between MEA and a grantee with respect to a grant.
- B. “Grantee” means a recipient of a grant under an MEA grant program.
- C. “Environmental Standards” means all applicable environmental laws, rules, or regulations set by federal, state, or local jurisdictions that are applicable to a Project and related directly to the performance of the Grantee’s obligations pursuant to a Grant Agreement.
- D. “MEA Program Manager” means the individual specified in writing as the MEA representative for a Program or other person designated in writing by MEA to act on behalf of MEA regarding the Grant Agreement.
- E. “Program” means an MEA grant program identified and detailed on the MEA website.
- F. “Project” means an activity or undertaking that is consistent with the requirements of an MEA Program and for which a Grant has been awarded. A project includes all activities specified in the Scope of Work and all reporting required in the Grant Agreement except for submitting invoices.
- G. “Project Site” means the location of a Project or a portion of a Project.

2. MEA Grant Timeframes

- A. Unless the MEA Program Manager approves an extension in writing, a Grant Agreement executed by the Grantee(s) shall be received by MEA no later than ten business days from the date MEA electronically transmits the Grant Agreement to the Grantee for execution. If the properly executed Grant Agreement is not received by MEA within the required time as indicated above, the Grant Award will automatically be revoked.
- B. The Effective Date of a Grant Agreement is the date that the fully executed Grant Agreement is received by MEA, as determined by the official MEA date stamp on the first page of the Grant Agreement.
- C. To be eligible for reimbursement, all reimbursement requests for Project costs pursuant to a Grant Agreement must be received no later than 60 days after the completion of the Project, unless the MEA Program Manager approves an extension in writing.

3. Extensions

An extension may be requested in writing by the Grantee in advance of a deadline but is not guaranteed. The MEA Program Manager may extend a deadline in writing up to 60 days, for good cause shown, such as circumstances outside of the Grantee’s control.

4. Retention of documents

The Grantee shall retain bills of sale or other satisfactory evidence of the acquisition of any real or personal property, as well as reports, activity logs, timelines, estimated energy savings and/or generation, supporting documentation for any other expenses that are covered in whole or in part by any Grant funds, and any other information related to Grant activities for at least three years from the date that the Grantee receives final reimbursement from MEA. MEA, MEA’s representatives, the Department of Budget and Management, the State

Comptroller, and the Legislative Auditor may examine and audit this evidence on request, at any reasonable time within the retention period. In addition, the Grantee shall also make the worksite available to MEA or its representatives, upon request at any reasonable time, for at least three years from the date that the Grantee receives final reimbursement from MEA.

5. Communications with MEA: Updating IRS W-9 form

A. The Grantee shall submit to MEA all reimbursement requests and other documentation required under the Grant Agreement at the MEA email address specified in the Grant Agreement, unless MEA has received as part of the application process notification that the Grantee has opted out of electronic communications. If the Grantee has opted out of electronic communications, the Grantee shall submit all reimbursement requests and other documentation required under the Grant Agreement by mail or hand-delivery to the applicable program at MEA.

B. The Grantee shall promptly provide MEA with an updated IRS W-9 form when information on a prior IRS W-9 form has changed.

6. Subject to Funding Availability

Prior to execution of the Grant Agreement, Grant funds are subject to change in amount and availability.

7. Location within Maryland

A Project must be located in Maryland or undertaken for the direct benefit of a Maryland resident, business, community, campus, or facility located entirely within the State of Maryland.

8. Compliance with Grant Agreement

After review of the reports, requests for reimbursement, and any supporting documents or information requested by MEA, MEA shall make a final determination whether the Grantee has met all Program requirements, terms, and conditions, and shall process the Grant Award for payment as promptly as possible, if warranted. Grant funds shall not be provided for work that has yet to be performed; costs that have yet to be incurred or are not sufficiently documented; or costs that are inconsistent with the purpose, terms, and conditions of the Grant, as determined by MEA.

9. Disallowance of Grant Funds for Violation of Grant Agreement

Any expenditure of Grant funds that is not consistent with the purposes of the Program, or that violates any requirement, term, or condition of a Program or the Grant Agreement, may, in the sole judgment of MEA, be disallowed. If MEA determines any expenditure to be ineligible after MEA has disbursed funds to the Grantee, the State may require repayment to MEA for reimbursement of the Strategic Energy Investment Fund, an offset from any State grant to the Grantee in the current or succeeding fiscal year, or other appropriate action. The Grantee shall immediately repay to the State any part of the Grant that is not used for the purposes of the Program.

10. Nondiscrimination Provision

The Grantee may not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or any other characteristic forbidden as a basis for discrimination by applicable laws, and certifies that its Constitution, by-laws, or policies prohibit discrimination consistent with the Governor's Code of Fair Employment Practices.

11. Compliance with Relevant Certifications, Licenses, And Requirements

A. The Grantee shall be responsible for compliance with the following:

- (1) All work performed on behalf of the Grantee pursuant to a Grant Agreement shall be carried out by the Grantee's staff and contractors holding all necessary Maryland certifications and licenses.
 - (2) Any business or non-profit organization operating in Maryland with which the Grantee contracts or partners to carry out the purposes of the Grant shall be registered and in good standing with the Maryland State Department of Assessments and Taxation, if applicable.
 - (3) All work performed pursuant to a Grant shall comply with all applicable local, State, and federal building codes and other applicable laws and regulations.
- B. If MEA determines that any activity undertaken under the Grant Agreement is inconsistent with subsection A of this section, MEA may rescind the Grant or take any other appropriate action, as determined by MEA.

12. False Statement or Report

A person may not knowingly make or cause to be made any false statement or report in any document required to be furnished by MEA in relation to the Program. For a SEIF-funded Grant, any violation of this provision is a misdemeanor and on conviction is subject to a fine not exceeding \$50,000.00 or imprisonment not exceeding 1 year or both, as specified in State Government Article §9-20B-11 of the Annotated Code of Maryland.

13. Historic Preservation Review

For each project being funded in whole or in part through a Grant Agreement, a historic preservation review must first be completed by the Maryland Historical Trust (MHT) or MEA's historic preservation expert. This review ensures that no historic property is "adversely affected" through building improvements, equipment installations, and related property modifications proposed for Projects funded wholly or in-part by a Program. Prior to starting construction, the Grantee shall ensure that MEA has received documentation from MHT or MEA's historic preservation expert indicating that the Project will have no adverse effect on a historic property.

14. Maryland Saved Harmless

To the extent allowed by Maryland law, and subject to appropriations if applicable, the Grantee agrees to defend, indemnify, and hold MEA harmless from and against any and all damages, claims, lawsuits, actions, and reasonable out-of-pocket costs and expenses, in whatever form, arising from or related to the Grant. MEA expressly reserves the right of any immunity MEA or its employees may possess under State or federal law. If the Grantee is a Maryland State agency or local government, then each party shall be responsible for its own liability associated with the Grant, and neither party waives any applicable immunities.

15. Environmental Standards and Liability

A. As relevant to the Project, the Grantee shall ascertain and comply with all applicable Environmental Standards, monitor compliance, and immediately halt and correct any incident of non-compliance. The Grantee is solely responsible for all steps in obtaining any required permits including, but not limited to, those related to air quality requirements, as applicable.

B. In the event of any incident of non-compliance with Environmental Standards, the Grantee shall:

- (1) Give MEA immediate notice of the incident to the MEA Program Manager, or designee, providing as much detail as possible;
- (2) If requested by MEA, submit a written report to MEA, identifying the source or cause of the non-compliance and the method or action required to correct the problem; and

(3) Cooperate with MEA and its designated representatives or contractors with respect to investigation of the incident.

C. Subject to Section 14 and to the limits allowed by Maryland law, the Grantee shall be liable for: All environmental losses, including but not limited to, costs, expenses, losses, damages, actions, claims, penalties, fines and remedial or cleanup obligations arising from its failure to comply with Environmental Standards; and

(1) Any hazardous material located or placed in the Project and any requirements imposed by any governmental authority with respect to hazardous materials, arising in connection with the Grant or the Project.

16. Liability Insurance

A. For all work performed by the Grantee that is to be funded in whole or in part with grant funds provided by MEA, the Grantee shall purchase and maintain comprehensive third-party legal liability insurance or its equivalent, with minimum coverage of \$1,000,000 per occurrence. The Grantee shall also maintain other such insurance as is appropriate for the work to be performed. For a self-insured entity, such as a Maryland State or local government entity, a document detailing the basis for self-insurance, including when applicable, the statutory basis, may be accepted by MEA as an equivalent form of insurance under this paragraph.

B. The State shall be listed as an additional insured on the faces of the certificates associated with the coverages listed above, including umbrella policies, excluding Workers' Compensation Insurance and professional liability. The Grantee shall maintain insurance documentation in a Grantee-owned facility and shall provide to MEA, upon demand, a certificate or other documentation deemed appropriate by MEA, evidencing MEA's status as an additional insured.

(1) Insurance requirements may be waived or modified by MEA in writing, for good cause shown. Any such written waiver or modification shall be signed by the parties and incorporated as part of the Grant Agreement.

(2) The Grantee shall include in all of its contracts for work that is to be funded in whole or in part with grant funds provided by MEA a provision or provisions requiring all contractors to purchase and maintain comprehensive third-party legal liability insurance and other such insurance as is appropriate for the work to be performed, with minimum coverage of \$1,000,000 per occurrence. All insurance provided by the contractor must name MEA as an additional insured.

(3) The Grantee shall maintain insurance documentation in a Grantee-owned facility and shall provide to MEA, upon demand, a certificate or other documentation deemed appropriate by MEA, evidencing MEA's status as an additional insured. Insurance requirements may be waived by MEA in writing, for good cause shown. Any such written waiver or modification shall be signed by the parties and incorporated into the Grant Agreement.

17. Monitoring and Evaluation

For monitoring and evaluation purposes, the Grantee shall make available to MEA or its representatives, during regular business hours, all applicable reports, activities logs, timelines, estimated energy savings and generated energy, operating hours, projected system efficiencies and other technical and engineering specifications, and other information related to the Grant.

18. MEA Access to Project Site

A. If a Project Site is controlled by the Grantee:

(1) Upon reasonable notice, the Grantee shall allow MEA employees or representatives access to the Project Site to monitor the Project and provide technical assistance to verify that Project requirements are

fully satisfied.

- (2) Except as provided in paragraph (5) of this subsection, the Grantee shall allow MEA employees or representatives access to the Project Site to take photographs or video of the Project for MEA use, upon request by MEA.
- (3) Upon reasonable notice from MEA, the Grantee shall assist MEA in any efforts to remotely monitor and inspect the Project, including but not limited to supplying MEA with any relevant photograph or document.
- (4) Except as provided in paragraph (5) of this subsection, the Grantee shall participate in recorded remote monitoring of the Project to verify that Project requirements are fully satisfied, upon request by MEA.
- (5) MEA may in its sole discretion modify the requirements in paragraphs (2) and (4) of this subsection if the Grantee provides a written request due to concerns, including but not limited to security concerns.

B. If a Project Site is controlled by a third party at any time during the Grant period:

The Grantee shall be responsible for obtaining written permission from the third party to allow MEA access to the Project Site for all purposes described in the Grant Agreement. Unless the Grantee provides good cause, to be determined solely by MEA, MEA shall not provide any further reimbursement of funds under the Grant Agreement until the Grantee provides the required written permission.

19. Participation in Marketing and Public Events; Signage

- A. To the extent possible, and as requested by MEA, the Grantee shall participate in MEA- organized press events and host State government officials for visits and tours of the Project Site. MEA shall provide reasonable notice to the Grantee and coordinate with the Grantee prior to scheduling a press event or official visit.
- B. The Grantee shall reference MEA grant funds provided under this Agreement in any of its media coverage regarding the Project including but not limited to press releases or announcements and shall provide MEA with prior notice regarding any such media coverage.
- C. Within 90 days following the effective date of the Grant Agreement, the Grantee shall consult with MEA regarding the feasibility of displaying signage indicating MEA sponsorship of the Project. Based upon this consultation, MEA may require the Grantee to place signage indicating MEA's role in the Project in a prominent location and, if applicable, near the Project. If applicable, MEA may provide the official MEA logo for incorporation on existing Grantee- produced project signage and may elect to provide any required signage.

20. Use of Project Information

The Grantee understands and agrees that MEA may use information about the Project for reporting and marketing purposes, including but not limited to the project description, building type, energy measures, project costs, leveraged funds, energy and financial savings, and pictures and videos of the premises. MEA shall provide the Grantee an opportunity to review and consult with MEA to ensure that a written case study, photo, or video taken of its facility will not disclose confidential personal and/or business information.

21. Project Location Workforce Requirement

The Grant shall comply with State Government Article § 9-20B-05, Annotated of Maryland, which requires that at least 80 percent of workers participating in a project or program that receives money from the SEIF must reside within 50 miles of the project or program. As the Program is a statewide program, MEA will determine compliance based on whether at least 80 percent of worksite workers reside in Maryland, or within 50 miles of Maryland's borders.

22. American Manufactured Goods

If the Grantee is a unit of State or local government, the Grant must comply with State Finance and Procurement Article §§ 14-416 and 17-303, Annotated Code of Maryland.

23. Maryland Law Prevails

The internal laws of Maryland shall govern the interpretation and enforcement of the Grant Agreement, except for any choice of law provisions utilized by Maryland.

24. Grant Agreement Binding on Successors and Assigns

The Grant Agreement shall bind the respective successors and assigns of the parties.

25. Assignment or Transfer

The Grantee may not sell, transfer, or assign any of its obligations under the Grant Agreement, or its rights, title, or interest in the Grant Agreement, without further prior written consent of MEA.

26. Amendments to the Grant Agreement

Other than an extension of up to 60 days approved pursuant to Section 3 of these General Provisions, no amendment to the Grant Agreement is binding unless it is in writing and signed by both parties.

27. Merger

The Grant Agreement and any terms and conditions expressly incorporated by reference herein embodies the whole agreement of the parties. There are no promises, terms, conditions, or obligations referring to the subject matter, other than those contained herein or incorporated herein by reference.

28. Non-waiver of Rights: Remedies

No failure on the part of the State or MEA to exercise, and no delay in exercising, any right under the Grant Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any such right preclude the State or MEA from further exercising that or any other right. The remedies provided under the Grant Agreement are cumulative and not exclusive of any remedies provided by law.

29. Attestations

A person executing an Agreement on behalf of the Grantee certifies, to the best of that person's knowledge and belief, that:

A. The person is authorized to sign the Agreement on behalf of the Grantee and to commit the Grantee to the obligations set forth in the Agreement;

B. Neither the Grantee, nor any of its officers or directors, nor any employee of the Grantee involved in obtaining contracts with or grants from the State or any subdivision of the State, has engaged in collusion with respect to the Grantee's application for the Grant or this Agreement or has been convicted of bribery, attempted bribery, or conspiracy to bribe under the laws of any state or the United States;

C. Neither the Grantee, nor any of its officers or directors, nor any employee of the Grantee has engaged in any practice regarding this Grant that is inconsistent with General Provisions Article § 5-502, Annotated Code of Maryland;

D. The Grantee has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee or agent working for the Grantee, to solicit or secure the Grant or the Agreement, and the Grantee has not paid or agreed to pay any such entity any fee or other consideration contingent on the making

of the Grant or the Agreement;

E. The Grantee, if a health or social welfare organization as defined by State Finance and Procurement Article § 7-403, Annotated Code of Maryland, shall keep financial records in accordance with uniform accounting standards, as more fully described in Section 7-403;

F. Neither the Grantee, nor any of its officers or directors, nor any person substantially involved in the contracting or fund-raising activities of the Grantee, is currently suspended or debarred from contracting with the State or any other public entity or subject to debarment under Regulation 21.08.04.04 of the Code of Maryland Regulations; and

G. The Grantee is not in default on any financial obligation to the State or MEA.

ATTACHMENT B

SCOPE OF WORK

Grantee applied for and was selected to receive an award under Area of Interest 3 (AOI.3) for replacement of high-pressure sodium lights with new LEDs: 653 units, resulting in a total kWh reduction of 105,920 kWh.. The Project shall be further limited to fixtures that are light emitting diodes (LED), or alternative technologies that consume equal or less energy than LED fixtures on a lumen-per-watt basis.

Under this Award, Grantee may replace no more than 653 streetlights, each rated at 250 watts or below. The Project shall occur in the State of Maryland, and eligible street lighting being upgraded shall be owned by Maryland-based entities, limited to non-profit organizations, counties or local governments, public school systems, community colleges, or State agencies. The lighting Project must be cost-effective, with the anticipated simple payback of the Project being less than the anticipated life of the equipment.

The Grantee's project will be executed at Rockville, MD 20850. The project, including locations, will conform to Grantee's application as submitted on March 6, 2024.

ATTACHMENT C

FY24 Reporting and Invoicing Form

The completion of the (Attachment C) is required.
It is a spreadsheet available for download via this [website](#):

FY24 SOLE Attachment C

FY24 Streetlight and Outdoor Lighting Efficiency (SOLE) Program			PAGE 1 OF 2
Reporting and Invoicing Form for Grantee's Defined Scope Attachment C			
GRANTEE ORGANIZATION NAME AND FULL ADDRESS (Name and address must match Grant Agreement and W9 provided to MEA)	MEA GRANT #	GRANTEE FED. TAX ID# (Must match W9 provided to MEA)	NOTE: This invoice should be accompanied by proof of procurement (PDF copies of purchase orders, vendor invoices, or similar documentation) that clearly delineate equipment comprising the grantee's FY24 SOLE Defined Scope from any additional, concurrently procured equipment. Only Defined Scope equipment obtained via purchase orders/invoices dated AFTER MEA's notice of FY24 SOLE award are eligible for reimbursement. See the FY24 SOLE Program Funding Opportunity Announcement for definitions and other information.
GRANTEE REPORTING PERIOD	INVOICE #	FINAL INVOICE (YES/NO)	Was the grantee's Defined Scope installed concurrently with other equipment shown on the proof of procurement submitted with this invoice? "YES" box at left if YES. Please qualify accompanying purchase orders or invoices per directions on page 2 of this form. "NO" box at left if NO. Proof of procurement depicts Defined Scope only.
WATTS PER EXISTING POLE-MOUNTED FIXTURE: MERCURY VAPOR, METAL HALIDE, OR HIGH-PRESSURE SODIUM	AOL1 Incentive: Vehicular pedestrian rights-of-way, as well as parking lots		AOL2 Incentive: Athletic Fields
ENTER BELOW # of devices installed	Incentive level (\$/luminaire)	Maximum incentive, prior to funding caps outlined in grant agreement	ENTER BELOW # of devices installed
			Incentive level (\$/luminaire)
			Maximum incentive, prior to funding caps outlined in grant agreement

REPLACING EXISTING MV, MH or HPS LUMINAIRE UNDER 250 WATTS	\$200	\$0		\$100	\$0
REPLACING EXISTING MV, MH or HPS LUMINAIRE AT OR OVER 250 WATTS	\$300	\$0		\$150	\$0
AOL1 Max Luminaire Incentive (A):		\$0	AOL2 Max Luminaire Incentive (B):		\$0
BONUS INCENTIVES	AOL1 Incentive: Vehicular pedestrian rights-of-way, as well as parking lots			AOL2 Incentive: Athletic Fields	
	ENTER BELOW # of devices installed	Incentive level (\$/luminaire)	Maximum incentive, prior to funding caps outlined in grant agreement	ENTER BELOW # of devices installed	Maximum incentive, prior to funding caps outlined in grant agreement
Solar powered lamps	\$100	\$0		\$100	\$0
Dimming or motion control devices (not including photocells)	\$60	\$0		\$60	\$0
AOL1 Maximum Bonus		\$0	AOL2 Maximum Bonus		\$0
E	PRELIMINARY SOLE INCENTIVE:		\$0	Calculation based only on the \$/unit incentives above [A+B+C+D]	
PROJECT COST & INCENTIVE INFORMATION		ENTER BELOW:	Comments		
F	MAXIMUM POSSIBLE AWARD AMOUNT:		Must match section 4C of Grant Agreement		
G	TOTAL PROJECT COSTS:		Equipment, materials, and labor before any incentives		
H	UTILITY INCENTIVES:		If applicable		

I	OTHER STATE OR FEDERAL INCENTIVES:	Besides funding from MEA
Eligible Costs Calculations (as calculated by the)		
CHECK:	IS THE PRELIMINARY SOLE INCENTIVE CALCULATION (E) LESS THAN THE MAXIMUM POSSIBLE AWARD AMOUNT (F)?	No
J	CALCULATION: MAXIMUM AWARD AMOUNT PRIOR TO APPLICATION OF THE 85% SPENDING CHECK	\$0.00
K	CALCULATION: TOTAL MAXIMUM INCENTIVES FROM ALL SOURCES:	\$0.00
L	CALCULATION: What % is incentives of the overall project costs? (K/G)	#DIV/0!
M	CHECK: IS THE TOTAL MAXIMUM INCENTIVES FROM ALL SOURCES (K) less than or equal to 85% of the total project costs?	#DIV/0!
N	CALCULATION: FINAL INCENTIVE AVAILABLE FOR REIMBURSEMENT UNDER THIS SOLE AWARD:	#DIV/0!

The following applies only if Page 1 of this invoice indicates that
In any manner you find convenient, please annotate and append all proof of

1. Number and wattage of lamps installed
2. Installed costs of equipment depicted on the proof of procurer
3. Date of proof of procurement documents.
4. Location of installed fixtures, as described in the FY24 SOLE gra

SIGNATURE OF AUTHORIZED GRANTEE REPRESENTATIVE
Please print, sign, scan, and return this form with an electronic copy of this spreadsheet and supportin

Signature: _____ Date: _____
Full Name: _____ Title: _____

FY24 Streetlight and Outdoor Lighting Efficiency (SOLE) Program

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Qualification of Proof of Procurement

The image above is for reference only