ARTICLE I: PURPOSE AND AUTHORITIES

This Consortium and Partnership Agreement/Memorandum of Understanding ("MOU") is made and entered into between entities that are signatories hereto. Those entities are: North Central Ohio Educational Service Center ("NCOESC"); Seneca East Local Schools ("Seneca"); Mohawk Local Schools ("Mohawk"); and the Vanguard–Sentinel Career and Technology Center ("Vanguard"); and will collectively be known as the "Consortium".

The purpose of this Memorandum is to outline the duties and to provide for mutual assistance among the signatories entering into this MOU in managing their participation in the Compressed Natural Gas Solution ("CNG Solution"). The Authorized Representative of a signatory government may request assistance from another signatory entity by contacting the Authorized Representative of that signatory entity.

ARTICLE II: BACKGROUND

This CNG Solution will deliver long-term, sustainable spending reductions for schools by utilizing significant fuel savings, thereby allowing increased resources to be diverted for the educational program(s) that will directly impact and facilitate enhanced student achievement.

The CNG Solution is unique, replicable, and will generate significant fuel savings, build scalable infrastructure, and attract additional public and private revenue streams that will make the program sustainable and fund expansion.

The Consortium is in the process of seeking Straight A Fund Grant ("Grant") resources that will fund CNG buses, fueling stations, and vocational curriculum development that will support the maintenance and repairs for new CNG vehicles.

If the Consortium is successful in obtaining the requested Grant funds, the CNG Solution will directly impact more than 5,000 students.
ARTICLE III: GENERAL IMPLEMENTATION
Each party entering into this MOU recognizes that ongoing participation and coordination is essential to fulfill grant obligations and to ensure the effectiveness of the CNG Solution.

Accordingly, each signatory to this MOU shall:

1. Be knowledgeable about the consortium's Straight A Fund grant proposal and application, including advocacy of the Straight A Fund program.

2. Sign and accept the Straight A Program Grant Assurances.

3. Maintain familiarity with the consortium's members and services to enhance the proposal, including specific goals and practices.

4. Demonstrate a commitment to clear roles and responsibilities of each consortium member as it relates to the grant proposal and application.

5. Sustain consistent communication among consortium members and stakeholders with a shared vision of the goals of the grant proposal. This includes participating in regularly scheduled meetings for project management and identifying areas for improvement.

6. Ensure consortium members have appropriate access to data for purposes of grant program improvement and evaluation in accordance with state and federal law.

7. Develop a clear project management plan to sustain the grant project over time.

Specifically, in order to ensure the implementation and continuing adherence to the responsibilities set forth above, each signatory to this MOU agrees to designate an official empowered to participate in monthly project management meetings, to receive and respond to ongoing updates from the NCOESC, and to develop and participate in any communication plan necessary to meeting the signatories' obligations contained herein.

ARTICLE IV: SIGNATORY RESPONSIBILITIES

In addition to the responsibilities and obligations concerning the general implementation of this MOU, as set forth in Article III, certain signatories to this MOU agree to undertake the following specific responsibilities in order to ensure the full implementation of the CNG Solution, to wit:
1. Signatory NCOESC shall:
   • Oversee construction of two time-fill CNG stations and CNG automotive lab
   • Develop and implement accounting and maintenance program to track funds, fuel saving, and other budgetary reports
   • Actively promote CNG use and applications
   • Share knowledge of processes and procedures to allow efficient duplication of the project

2. Signatory Seneca shall:
   • Purchase two (2) CNG conversion kits
   • Install a time-fill station at Seneca

3. Signatory Mohawk shall:
   • Purchase two (2) CNG conversion kits
   • Install a time-fill station at Mohawk

4. Signatory Vanguard shall:
   • Develop and implement a CNG curriculum for students
   • Add a CNG automotive lab for curriculum delivery

In order to implement and ensure continuing adherence to the obligations and responsibilities as set forth in Article IV herein, all signatories to this MOU agree: (1) to sign and accept the Straight A Assurance document; and (2) to meet monthly during the mobilization and implementation period, estimated to occur from February 2016, through October 2016.

The signatories to this MOU recognize that the success of the CNG Solution requires that an ongoing relationship be maintained following the completion of the Grant mobilization and implementation period. Accordingly, following the Grant mobilization and implementation period, estimated to begin in February 2016, the signatories to this MOU agree to the following continuing obligations:

1. Designate an individual empowered to attend a quarterly meeting to discuss operations, successes, and additional areas of opportunity;

2. Monitor and manage the fueling stations by assessing current operations, billing, and usage;

3. Assist in the assembly and dissemination of fuel savings and cost avoidance;

4. Evaluate proposals on further expansion of the infrastructure and fleets;
5. Ensure the sustainability and expansion of the operation as laid out in the project proposal.

ARTICLE V: DIRECTION OF ASSISTANCE

The officers, agents, and employees rendering or requiring assistance in the implementation of any item set forth in this MOU shall do so under the direction and control of the appropriate official designated by each signatory to this MOU.

Each signatory to this MOU shall notify each other of the name, address, and telephone number of the officials authorized to request and direct the implementation of any item set forth in this MOU within its jurisdiction.

ARTICLE VI: PERFORMANCE

Each signatory to this MOU shall take such action as is necessary to provide and make available the resources covered by this MOU in accordance with the terms herein and/or the terms of the Grant. Further, the signatories to this MOU agree to utilize the CNG Solution, including the proposed infrastructure and products that are the subject of the Grant, to the extent practicable.

ARTICLE VII: FISCAL AGENT

The signatories to this MOU agree that the NCOESC will act as the fiscal agent for and Grant funds received for the CNG Solution.

The NCOESC will construct two time fill stations in order to implement the CNG Solution.

ARTICLE VIII: LIABILITY/INDEMNIFICATION

All services performed and expenditures made under this MOU shall be deemed for public and governmental purposes. No party, their employees, volunteers and/or agents, that respond to the request from another party pursuant to this MOU shall be liable on account of any act or omission in good faith on the part of such party while so engaged, or on account of the maintenance or use of any equipment or supplies in connection therewith, to the extent such immunity is enjoyed by officers and employees of the jurisdiction in which they are assisting. In the case of officers or employees, good faith in this Article shall not include willful misconduct, malicious or gross negligence, recklessness or omissions. Each party receiving or providing services under this MOU agrees to cooperate with and give reasonable assistance to the requesting party or its designees in defending any identified claims.
Each signatory to this MOU shall waive any and all claims against all the other signatories hereto which may arise out of their activities outside their respective jurisdictions while rendering assistance under this MOU.

Each party shall indemnify and save harmless the other parties to this MOU from all claims by third parties for property damage or personal injury which may arise out of the activities of the other parties to this MOU outside their respective jurisdictions while receiving or providing services under this MOU. Any signatory receiving assistance shall be solely responsible for indemnifying all parties rendering assistance to it. In no case shall the responding party (ies) have joint or several responsibility for indemnifying other party (ies) rendering assistance.

**ARTICLE VIII: LIABILITY/INDEMNIFICATION**

This MOU shall become operative immediately upon its ratification by any signatory as between it and any other signatory so ratifying. Duly authenticated copies of this MOU and on such supplementary agreements as may be entered into shall, at the time of their approval, be deposited with each of the signatory governments and any other appropriate agencies of the local, state and federal government.

This MOU may be modified at any time the parties deem it necessary. Suggested modifications to this MOU shall be developed in writing and distributed to each party for their review and comment. A modification to this agreement is approved or rejected by mutual consensus of the signatories hereto.

This MOU shall continue in force and remain binding on each party until the signatory government takes action to withdraw herefrom. Such action shall not relieve the withdrawing signatory from obligations assumed hereunder prior to the effective date of the withdrawal and shall not be effective until 30 days after notice thereof has been sent to each signatory designated on this MOU.

Withdrawal from this MOU by any one signatory shall not terminate the MOU among the remaining signatories.
IN WITNESS WHEREOF the signatories hereto have executed this MOU as of the date first written.

Name: Dr. James Lahoski, North Central Ohio Educational Service Center  
Title: Superintendent  
IRN: 123257  
Phone: 419-447-2927 ext. 105  
Email: jlahoski@ncoesc.org  
Address: 928 West Market Street, Suite A  
City: Tiffin  
State: Ohio  
Zip: 44883  
Sign:  
Date: 11-30-15

Name: Dr. Laura Kagy, Seneca East Local Schools  
Title: Superintendent  
IRN: 049684  
Phone: 419-426-7041 ext. 1861  
Email: lkgagy@se-tigers.com  
Address: 13343 East US Highway 224  
City: Attica  
State: Ohio  
Zip: 44807

Sign:  
Date: 12-1-15
Name: Ken Ratliff, Mohawk Local Schools
Title: Superintendent
IRN: 050740
Phone: 419-927-2414
Email: ken.ratliff@mohawklocal.org
Address: 295 State Highway 231
City: Sycamore
State: Ohio
Zip: 44882

Sign: [Signature]
Date: 12/1/15

Name: Greg Edinger, Vanguard-Sentinel Career and Technology Center
Title: Superintendent
IRN: 051458
Phone: 419-332-2626 ext. 1001
Email: gedinger@vsctc.org
Address: 1306 Cedar Street
City: Fremont
State: Ohio
Zip: 43420

Sign: [Signature]
Date: 12/1/15
RESOLUTION NO. NCO-15-67

A RESOLUTION OF SUPPORT APPROVING AND AUTHORIZING PARTICIPATION AS A PARTNER FOR “STRAIGHT A” FUNDING THROUGH THE OHIO DEPARTMENT OF EDUCATION

WHEREAS, the Board of Education of the North Central Ohio Educational Service Center of Tiffin, Ohio has expressed an interest in collaboratively partnering with the following educational entities: Vanguard-Sentinel Career Center, Seneca East Local Schools and Mohawk Local Schools through the Ohio Department of Education.

WHEREAS, the entity believes that it is in its best interest to join the Straight A Fund for Compressed Natural Gas application.

NOW, THEREFORE, BE IT RESOLVED:

Section 1. It is in the best interest of the governing entity to join the Straight A Fund for Compressed Natural Gas application.

Section 2. The governing entity hereby authorizes and approves the Board to join the Straight A application with other named agencies.

Section 3. The governing entity hereby authorizes and approves a certified officer of the agency to approve the partnership and application by executing all particulars of the grant process in conjunction with other partners.

Section 4. The governing entity hereby authorizes and approves a certified officer of the agency to join the Straight A application as a collaborative partner and an applicant by executing this document.

Section 5. This governing entity finds and determines that all formal actions of this entity and any of its committees concerning and relating to the adoption of this resolution, and that all deliberations of this entity or any of its committees that resulted in those formal actions, occurred in meetings open to the public in compliance with the laws of the State.

Passed:

[Signature]
[Superintendent]

[Signature]
[Treasurer]
November 20, 2015

To Whom It May Concern:

We are pleased to confirm that the Vanguard-Sentinel Career & Technology Centers school district is committed to the “Smart Fuel for Schools” Grant Consortium application.

VSCTC is and has been committed to delivering the most up to date and highest quality education to its students. By partnering with the “Smart Fuel for Schools” grant, VSCTC is excited to be able to increase its high level career training offerings on our campus. This grant will give our community the opportunity to be one of the only sites in Ohio to offer alternative fuel mechanic training with the end result of having a workforce to meet the demands of our county businesses. In addition to being a training site we are also committed to purchasing/converting over time our existing bus fleet to CNG.

If awarded we are committed to working with the grant consortium in all aspects of the grant goals.

Sincerely,

Greg Edinger
Superintendent
MINUTES OF THE VANGUARD-SENTINEL CAREER AND TECHNOLOGY
CAREERS BOARD OF EDUCATION MEETING
ADMINISTRATION CENTER, FREMONT, OHIO, NOVEMBER 19, 2015

The Vanguard-Sentinel Career and Technology Centers Board of Education met for its regular meeting on Thursday, November 19, 2015 at 6:30 p.m. at the Administration Center, Fremont, Ohio.

The following members responded to roll call: Beamer, Bowman, Coldiron, Drusbacky, Greenslade, Hershey, Kinley, Lehmann, Ranker, Reinhart, Thompson, Widman Young, and Damshroder.

MOTION #7678
Beamer moved and Hershey seconded the motion to approve the Consent Agenda as presented.

Grant Funding Application

a) A RESOLUTION OF SUPPORT APPROVING AND AUTHORIZING
PARTICIPATION AS A PARTNER FOR “STRAIGHT A” FUNDING
THROUGH THE OHIO DEPARTMENT OF EDUCATION

WHEREAS, the Board of Education of the Vanguard-Sentinel Career & Technology Centers has expressed an interest in collaboratively partnering with the following educational entities: Mohawk Local Schools, Seneca East Local Schools, and North Central Ohio Educational Service Center through the Ohio Department of Education; and

WHEREAS, the entity believes that it is in its best interest to join the Straight A Fund for a Compressed Natural Gas application;

NOW, THEREFORE, BE IT RESOLVED:

Section 1. It is in the best interest of the governing entity to join the Straight A Fund for Compressed Natural Gas application.

Section 2. The governing entity hereby authorizes and approves the Board to join the Straight A application with other named agencies.

Section 3. The governing entity hereby authorizes and approves a certified officer of the agency to approve the partnership and application by executing all particulars of the grant process in conjunction with other partners.

Section 4. The governing entity hereby authorizes and approves a certified officer of the agency to join the Straight A application as a collaborative partner and an applicant by executing this document.

Section 5. The governing entity finds and determines that all formal actions of this entity and any of its committees concerning and relating to the adoption of this resolution, and that all deliberations of this entity or any of its committees that resulted in those formal actions, occurred in meetings open to the public in compliance with the laws of the State.

The vote on this motion was all “Yes” by Beamer, Young Bowman, Coldiron, Drusbacky, Greenslade, Hershey, Kinley, Lehmann, Ranker, Reinhart, Thompson, Widman, and Damshroder. A “No” vote was not heard. Motion carried.
November 20, 2015

At the regular board of education meeting on November 19, 2015, the Vanguard-Sentinel Career & Technology Centers Board of Education unanimously approved MOTION 7678.

[Signature]
Gregory A. Edinger, Superintendent

Date 11/20/15
Ken D. Ratliff
Mohawk Local Schools
605 State Highway 231
Sycamore, OH 44882
11/23/2015

To Whom It May Concern,

This letter is intended to demonstrate the district’s commitment to this “Smart Fuel for Schools” Straight A Grant Consortium application. The Mohawk Local Schools are fully committed to the concept of green energy and the transition of our bus fleet to compress natural gas (CNG). We anticipate a full conversion to CNG buses to be a multi-year process. We currently budget for a new bus annually, this pattern would continue to be followed but with CNG buses. With nineteen buses we are looking at approximately 19 years beyond this grant cycle to have every bus replaced with CNG.

Sincerely,

Ken D. Ratliff
Superintendent
RESOLUTION NO. 15-208

A RESOLUTION OF SUPPORT APPROVING AND AUTHORIZING PARTICIPATION AS A PARTNER FOR “STRAIGHT A” FUNDING THROUGH THE OHIO DEPARTMENT OF EDUCATION

WHEREAS, the Board of Education of Mohawk Local Schools has expressed an interest in collaboratively partnering with the following educational entities: Vanguard-Sentinel Career Center, Seneca East Local Schools and North Central Ohio Educational Service Center through the Ohio Department of Education.

WHEREAS, the entity believes that it is in its best interest to join the Straight A Fund for Compressed Natural Gas application.

NOW, THEREFORE, BE IT RESOLVED:

Section 1. It is in the best interest of the governing entity to join the Straight A Fund for Compressed Natural Gas application.

Section 2. The governing entity hereby authorizes and approves the Board to join the Straight A application with other named agencies.

Section 3. The governing entity hereby authorizes and approves a certified officer of the agency to approve the partnership and application by executing all particulars of the grant process in conjunction with other partners.

Section 4. The governing entity hereby authorizes and approves a certified officer of the agency to join the Straight A application as a collaborative partner and an applicant by executing this document.

Section 5. This governing entity finds and determines that all formal actions of this entity and any of its committees concerning and relating to the adoption of this resolution, and that all deliberations of this entity or any of its committees that resulted in those formal actions, occurred in meetings open to the public in compliance with the laws of the State.

Passed: 11/16/2015

[Superintendent]

[ Treasurer]
Laura A. Kagy, Ed.D.
Seneca East Local Schools
13343 E. US Highway 224
Attica, OH 44818
11/18/2015

To Whom It May Concern,

This letter is intended to demonstrate the district’s commitment to this “Smart Fuel for Schools” Straight A Grant Consortium application. The Seneca East Local Schools are fully committed to the concept of green energy and the transition of our bus fleet to compress natural gas (CNG). We anticipate a full conversion to CNG buses to be a multi-year process. We currently budget for a new bus annually, this pattern would continue to be followed but with CNG buses. With fourteen buses on route daily we know we are looking at approximately 12 years beyond this grant cycle to have every bus replaced or converted with CNG.

Sincerely,

Laura A. Kagy Ed.D.
Superintendent
RESOLUTION NO. 15-12-4

A RESOLUTION OF SUPPORT APPROVING AND AUTHORIZING PARTICIPATION AS A PARTNER FOR "STRAIGHT A" FUNDING THROUGH THE OHIO DEPARTMENT OF EDUCATION

WHEREAS, the Board of Education of Seneca East Local Schools has expressed an interest in collaboratively partnering with the following educational entities: Mohawk Local Schools, Vanguard-Sentinel Career Center and North Central Ohio Educational Service Center through the Ohio Department of Education.

WHEREAS, the entity believes that it is in its best interest to join the Straight A Fund for Compressed Natural Gas application.

NOW, THEREFORE, BE IT RESOLVED:

Section 1. It is in the best interest of the governing entity to join the Straight A Fund for Compressed Natural Gas application.

Section 2. The governing entity hereby authorizes and approves the Board to join the Straight A application with other named agencies.

Section 3. The governing entity hereby authorizes and approves a certified officer of the agency to approve the partnership and application by executing all particulars of the grant process in conjunction with other partners.

Section 4. The governing entity hereby authorizes and approves a certified officer of the agency to join the Straight A application as a collaborative partner and an applicant by executing this document.

Section 5. This governing entity finds and determines that all formal actions of this entity and any of its committees concerning and relating to the adoption of this resolution, and that all deliberations of this entity or any of its committees that resulted in those formal actions, occurred in meetings open to the public in compliance with the laws of the State.

Passed: 11/16/15

[Superintendent] [Treasurer]

Board President
Vanguard-Sentinel Career & Technology Centers
Alternative Fuel Vehicles Training Program

Vanguard-Sentinel CTC would be the dedicated Alternative Fuel Vehicle training site for Seneca County and the State of Ohio at the Sentinel Career & Technology facility located at 193 E. Twp Rd. 201, Tiffin, OH 44883.

A training program providing instruction in the areas of CNG must have minimum total of 610 hours of combined laboratory/shop and classroom instruction. The program of study will prepare students to become ASE F-1 Certified (CNG)

The following areas will be covered in the program.

- Electrical/Electronic Systems 200 hours
- Engine Performance 260 hours
- CNG Diagnosis and Repair 70 hours
- CNG Maintenance 25 hours
- CNG Conversion/Installation 40 hours

Total Hours: 610 hours

Cost to become an ASE certified program - $2000. Includes instructor training, on-site evaluations of procedures, policies, program standards and facilities.

Facility Upgrades needed to offer/provide program. The following standards must be met to become a certified site.

1. Training stations. Dedicated training stations for the performance CNG related task.
2. Safety. Facility must meet all applicable safety standards related to CNG.
3. Maintenance. A regular facilities maintenance needed and trained to work with CNG cleanup.
4. Office space. An area separate from lab/shop.
5. Instructional Area. A classroom convenient to, but separate from the lab/shop area for non-shop/lab instruction.
7. Support facilities. Restrooms, clean-up areas, and lockers.
8. Ventilation. Adequate ventilation and incorporated methane detectors to warn of dangerous build-ups of released natural gas, as well as electrical system shut-downs in conjunction with detection of dangerous levels of gas.

Sentinel currently is an ASE certified training site for regular gas vehicles. The existing building site is at maximum capacity and is not equipped to handle CNG related vehicle work tasks. It would be recommended to add to existing Auto Lab to create a two bay CNG dedicated lab. To meet the requirements from above the lab addition would consist of 2 lab bays, office, storage area, tool crib, and restroom. Total square footage for the lab is estimated to be 1,700 square feet. The estimate square footage cost would be $155/square foot, for a total of $263,500. Dedicated classroom space would utilize existing space in the Sentinel building.

Cost Summary to provide an Alternative Fuel Vehicle (CNG) Program.

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*Inlet Desiccant Dryer, Particulate Filter & Reclaim Tank Included*
Intake Gas Filter

Intake Gas Dryer

High Pressure Stainless Steel Pipe

High Pressure Relief Valve

Explosion Proof 75 HP Direct-Drive Motor

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Our New Manufacturing Facility in McMinnville, TN

SIMPKINS ENERGY™
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Simpkins Energy Corporation
107 Magness Drive
McMinnville, TN 37110
Phone: (615) 831-1234
www.SimpkinsEnergy.com

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Specifications and claims are subject to change without notice.
Dr. Jim Lahoski  
North Central Ohio Educational Service Center (NCOESC)  
928 West Market Street  
Tiffin, Ohio 44883

Re: Straight A Fund Grant Application

Dear Dr. Lahoski,

Clean Fuels Ohio is pleased to support North Central Ohio Educational Service Center (NCOESC) in its application to the Straight A Fund Grant program on behalf of Seneca East and Mohawk School Districts. Clean Fuels Ohio (CFO) is a nonprofit dedicated to promoting cleaner, domestic fuels and efficient vehicles to improve the transportation sector’s economic and environmental performance. Based in Columbus, Ohio, our experienced staff have been the “go to” resource for educational information as well as assistance with implementing transportation projects focused on alternative fuel and efficiency solutions for the past 15 years.

Clean Fuels Ohio has the expertise, capacity, and experience to help fleets implement alternative fuel and efficiency projects and will be pleased to support these school districts in their transition to cleaner, more cost-effective natural gas powered vehicle operations. In this regard, Clean Fuels Ohio, as an independent authority on alternative fuel transportation projects, is prepared to assist NCOESC in developing benchmarking capabilities and other statistical analytic tools to measure progress made by the Seneca East and Mohawk School Districts after implementation of their respective compressed natural gas transportation (CNG) programs.

Clean Fuels Ohio has worked with many public and private fleets throughout the state to implement and deploy natural gas powered fleet vehicles and refueling infrastructure. These projects help bring substantial economic and environmental benefits not only to the end users, but the overall state economy, environment, and supply chain. We understand that the implementation of natural gas powered vehicle and refueling operations will be made possible by NCOESC acting as lead agency applying for $800,000 in available funding contained within the Straight A Fund Grant program on December 1, 2015, and on behalf of Seneca East and Mohawk School Districts. We encourage the Straight A Fund program to give this application careful consideration.

Sincerely,

[Signature]

Sam Spofforth, Executive Director  
Clean Fuels Ohio