

Michelle

Taylor's Sausage

From: pucefiling.confirmation@state.or.us
Sent: Friday, October 07, 2011 9:26 AM
To: taylorsausage@frontiernet.net
Subject: Docket Number UM 1538--New eFiling Submitted--Tracking #14887

RECEIVED
2011 OCT 11 A 9:55

The following filing was received on 10/7/2011.

PLEASE PRINT OUT THIS EMAIL MESSAGE AND ATTACH IT TO THE HARDCOPY TO BE FILED WITH THE PUBLIC UTILITY COMMISSION.

P.U.C.

Tracking #: 14887

Type of Filing: UM - ELECTRIC MISCELLANEOUS FILINGS

Description: Taylor's FIT Extension Request

Docket #: UM 1538

RECEIVED

OCT 11 2011

Public Utility Commission of Oregon
Administrative Hearing Division

This message is generated automatically. Do not reply to this email.

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DOCUMENT(S) RECEIVED

Oregon Public Utility Commission, <<<http://www.puc.state.or.us>>>

10/7/11

No virus found in this message.

Checked by AVG - www.avg.com

Version: 10.0.1410 / Virus Database: 1520/3943 - Release Date: 10/07/11

DOCKETED

Taylor's Sausage

From: PUC.FilingCenter [puc.filingcenter@state.or.us]

Sent: Sunday, October 09, 2011 8:05 AM

To: Taylor's Sausage

Subject: Received - PUC Filing Center

PUC.FilingCenter@state.or.us has received your message. Filings received after 5:00 p.m. will be docketed as received the next business day.

RECEIVED

OCT 11 2011

Public Utility Commission of Oregon
Administrative Hearing Division

Do not reply to this notification!

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Version: 10.0.1410 / Virus Database: 1520/3943 - Release Date: 10/07/11

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DOCUMENT(S) RECEIVED
10/7/11

please note that this was sent on Oct 6 2011 but was "bounced back" because of an incorrect letter in the email address. The mistake was noticed at 5:00 and resent at 5:04 oct 6. It was accepted at 5:05 pm ~~oct~~ oct 6, which results that it was not accepted into docket until Oct 7.

Terry Taylor

DOCKETED

Taylor's Sausage Inc., LLC
202 S. Redwood Hwy.
PO Box 188
Cave Junction, OR 97523
October 6, 2011

RECEIVED

OCT 11 2011

Public Utility Commission of Oregon
Administrative Hearing Division

Public Utility Commission of Oregon
550 Capitol St. NE #215
PO Box 2148
Salem, OR 97308-2148

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DOCUMENT(S) RECEIVED

10/7/11

Additional information concerning FIT program tracking #5480198, Taylor's Sausage Inc. The following documents are enclosed:

Approval letter from USDA for REAP grant (2 pages)
USDA REAP grant (7 pages)
Personal list of duties performed in Nov 2010 (1 page)
Acceptance into the FIT program, invoice for application fee, reimbursed to Renewable Energy Systems (1 page)
Estimate of costs for the system, installed by Renewable Energy Systems, professional contractor (1 page)
Contract Agreement Renewable Energy Systems (4 pages)
Diagram of system as it will be installed on flat roof (1 page)
Invoice from Dave Gowers, engineer for inspection of roof supports (1 page)
Draft of new blueprint of new peaked roof (1 page)

These papers outline our work completed thus far. We first applied for and received the USDA REAP grant to get partial funding for the project. This occurred in mid July 2010. Soon after this, we made a list of necessary duties to perform to get the process begun. In late July we applied to be accepted into the FIT program and were not accepted, we decided to hold the project until the next available application date, in early October. We again applied to be accepted into the FIT program and were accepted. On October 6 2010, the date we received approval to enter the FIT program, Renewable Energy Systems provided an estimate of total project costs and supplied us with a contract, list of equipment used and a diagram of the system as it will be installed on the roof, showing available sunlight and placement of panels. We then contacted an engineer to inspect the roof support structure and he informed us that it was insufficient to carry the additional load of the panels as they are a ballasted system. If he installed a lighter system the contractor would have had to make roof penetrations which would compromise the integrity of the flat roof Duralast coating and we would have had major leakage in our restaurant. As a result of this, we decided to replace the flat roof with a peaked roof instead. Our contractor ensured us that the project costs would remain about the same and he would wait to come up with an amended estimate at such time as we completed the peaked roof. In the next few months the failing of worldwide economy depleted our cash reserves and we postponed work on the new peak roof until we had again built up some money. In June we contacted the engineer for the purpose of designing the new roof but he was going to visit his Grandmother in England for an extended period of time and would contact us upon his return. He got back sometime late Summer and we invited him to come and design the new roof. He contacted us two weeks ago with a rough blueprint and we are moving forward with the entire project at this point.

DOCKETED

In addition to the work accomplished thus far as well as the various costs associated with applying for the various programs and so forth, we would like to give special emphasis to conversations with Pacific Power personnel associated with the FIT program; in which it was stated that there are still not enough participants putting renewable energy systems in place and that the FIT program is attempting to get additional participants with less than 100% success, at times much less than 100%. Our situation is such that the REAP grant as well as the FIT program are totally necessary to our ability to purchase the system and install it. We will not be able to accomplish these goals without the support of the two subsidies as the expense of installing renewable energy systems is still too much to recover during the life of the system. Especially when we consider interest, capital outlay that could better be used elsewhere and the overall life of the system.

In addition, work accomplished this week include:

Contacted Dave Gowers, engineer, requested best contractor for roof work
Hired contractor (Bruce Donaldson Construction) to do roof work
Arranged a meeting for Oct 12 between Taylor's management, Dave Gowers and Bruce Donaldson to finalize plans for roof.

Thank you for your consideration in this matter.

Terry Taylor
Taylor's Sausage



RECEIVED

OCT 11 2011

United States Department of Agriculture
Rural Development
Business & Cooperative Programs, Oregon State Office

Public Utility Commission of Oregon
Administrative Hearing Division

7/14/2010

Mr. Terry Taylor
Taylor Sausage, LLC
202 S Redwood Hwy.
Cave Junction, OR 97523

Dear Mr. Taylor:

Subject: Taylor Sausage, LLC
\$20,000 REAP Grant for Renewable Energy System
Notice of Approval

Thank you for executing the "Notice of Intent to Meet Conditions" and the other documents specified in the Letter of Conditions. We are pleased to notify you that your Rural Energy for America Program (REAP) Grant is now formally approved. We have confirmed with our Finance Office that funds have been set aside for your project. If you have not begun already, you may now proceed with your project.

Please bear in mind that the grant is subject to all the conditions set forth in the Letter of Conditions you acknowledged and the grant agreement you signed. For your official records, we are providing you with a copy of the Grant Agreement.

Please note that your first quarterly status report is due not later than October 30. This report is available on-line in the "Awards & Administration" section of:

<http://www.rurdev.usda.gov/or/bizgranthelp.htm>

The report should be sent to your RD servicing contact (see below). These are due every quarter until your project is finished.

When your project is finished, a Final Report & Request for Reimbursement form should be completed and submitted. This form is also available on-line as outlined above.

The USDA Rural Development office responsible for servicing this grant is our Roseburg office. Your lead contact there is:

Deanna Quimby
USDA Rural Development
2440 NW Troost St., #200
Roseburg, OR 97471
541-673-0136 x120 or deanna.quimby@or.usda.gov

1201 NE Lloyd Blvd., Suite 801, Portland, OR 97232-1274
Phone: (503) 414-3369 • Fax: (503) 414-3397 • TDD: (503) 414-3387 • Web: <http://www.rurdev.usda.gov/or>

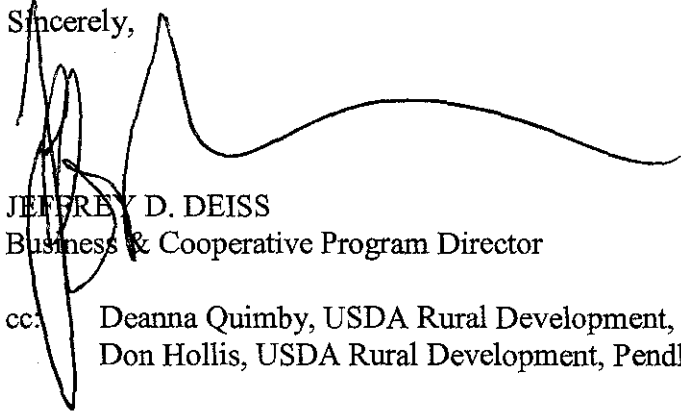
Committed to the future of rural communities.

"USDA is an equal opportunity provider, employer and lender."
To file a complaint of discrimination write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW,
Washington, DC 20250-9410 or call (800)795-3272 (voice) or (202)720-6382 (TDD).

Please work with your servicing contact in completing your grant and if you have any questions.

We wish you success in the venture and look forward to learning of your accomplishments.

Sincerely,

A handwritten signature in black ink, appearing to read 'JEFFREY D. DEISS'. The signature is stylized with a large, sweeping flourish that extends to the right.

JEFFREY D. DEISS
Business & Cooperative Program Director

cc: Deanna Quimby, USDA Rural Development, Roseburg, OR
Don Hollis, USDA Rural Development, Pendleton, OR

**RENEWABLE ENERGY/ENERGY EFFICIENCY GRANT AGREEMENT
RENEWABLE ENERGY SYSTEMS AND
ENERGY EFFICIENCY IMPROVEMENTS GRANT PROGRAM**

The purpose of this agreement is to identify the terms and conditions to be fulfilled by the Grantee upon award of a grant under the Renewable Energy Systems and Energy Efficiency Improvements Grant Program of the Rural Business-Cooperative Service, United States Department of Agriculture. Provide the requested information, read this agreement in its entirety and sign in the space on the last page. Your signature indicates consent with this agreement.

This GRANT AGREEMENT is a contract for receipt of grant funds under the Renewable Energy/Energy Efficiency program (7 U.S.C. 8106) between the undersigned Grantee and the United States of America acting through the Rural Business-Cooperative Service (RBS or Grantor). All references herein to "Project" refer to installation of a renewable energy system or energy efficiency improvement at the location identified in Block 9. Should actual project costs be lower than projected in Block 5, the final amount of grant will be adjusted to remain at the percentage identified in Block 7 of the final Eligible Project Cost.

1. Case No. 43-017-0930720939		2. Grant No. 01	
3. Grantee Name: Taylor Sausage, LLC		4. Address of Grantee: 202 S Redwood Hwy. Cave Junction, OR 97523	
5. Total Estimated Eligible Project Cost: \$112,814.00		6. Amount of Grant: \$20,000.00	7. Grant Amount as Percent of Total Estimated Eligible Project Cost: 17.7 %
8. Amount of Funds Available from Other Sources: \$92,814.00		9. Location of Project 202 S Redwood Hwy., Cave Junction, OR	

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is [0570-0050]. The time required to complete this information collection is estimated to average 30 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

10. This Grant Agreement covers the project described below (use continuation sheets as necessary). You may elect to attach a copy of the project description from the application if the description is still current.

A Renewable Energy System (Solar, large) project – 13 kW solar PV for a meat processor at 202 S Redwood Hwy., Cave Junction, OR.

The project is described in detail in the Technical Report submitted as part of the Grantee's REAP application.

11. This Grant Agreement covers the following described real property (use continuation sheets as necessary).

Not Applicable

12. This Grant Agreement covers the following described equipment (use continuation sheets as necessary):

Item	Estimated Useful Life
All machinery and equipment, including any additions or substitutions, associated with the project described above in section 10 above.	5 years

GENERAL GRANTEE CERTIFICATIONS

The Grantee makes the following certifications:

(1) Assurance Agreement

Grantee assures the Grantor that Grantee is in compliance with and will comply in the course of the Agreement with all applicable laws, regulations, Executive Orders, and other generally applicable requirements, including those contained in 7 CFR part 3015, "Uniform Federal Assistance Regulations," which are incorporated into this agreement by reference, and such other statutory provisions as are specifically contained herein.

Grantee and Grantor agree to all of the terms and provisions of any policy or regulations promulgated under 7 U.S.C. 8106. Any application submitted by the Grantee for this grant, including any attachments or amendments, are incorporated and included as part of this Agreement. Any changes to these documents or this Agreement must be approved in writing by the Grantor.

The Grantor may terminate the grant in whole, or in part, at any time before the date of completion, whenever it is determined that the Grantee has failed to comply with the conditions of this Agreement.

(2) Use of Grant Funds

Grantee will use grant and matching funds only for the purposes and activities specified in the application approved by the Grantor including the approved budget. The budget and approved use of funds are further described in the Grantor Letter of Conditions and any amendments or supplements thereto. Any uses not provided for in the approved budget must be approved in writing by the Grantor. The proposed renewable energy system or energy efficiency improvements shall be constructed/installed in accordance with any energy audit recommendations or engineering or other technical reports provided by the Grantee and approved by the Grantor.

(3) Civil Rights Compliance

Grantee will comply with Executive Order 12898, the Americans with Disabilities Act of 1990, Title VI of the Civil Rights Act of 1964, and Section 504 of the Rehabilitation Act of 1973. This shall include collection and maintenance of data on the race, sex, and national origin of Grantee's membership/ownership and employees. This data must be available to the Grantor in its conduct of Civil Rights Compliance Reviews, which will be conducted prior to grant closing and 3 years later, unless the final disbursement of grant funds has occurred prior to that date.

(4) Financial Management Systems

A. Grantee will provide a Financial Management System in accordance with 7 CFR part 3015, including but not limited to:

- (1) Records that identify adequately the source and application of funds for grant-supported activities. Those records shall contain information pertaining to grant awards and authorizations, obligations, unobligated balances, assets, liabilities, outlays, and income.

- (2) Establishing effective controls over and accountability for all funds, property, and other assets. Grantees shall adequately safeguard all such assets and ensure that they are used solely for authorized purposes.
- (3) Preparing accounting records in accordance with generally accepted accounting principles (GAAP) and supported by source documentation.
- (4) Tracking fund usage and maintaining records that show matching funds and grant funds are used in equal proportions. The grantee will provide verifiable documentation regarding matching funds usage, e.g., bank statements or copies of funding obligations from the matching source.

B. Grantee will retain financial records, supporting documents, statistical records, and all other records pertinent to the grant for a period of at least 3 years after final grant disbursement, except that the records shall be retained beyond the 3-year period if audit findings have not been resolved. The Grantor and the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the Grantee's which are pertinent to the grant for the purpose of making audits, examinations, excerpts, and transcripts.

(5) Procurement and Construction

A. Grantee will comply with the applicable procurement requirements of 7 CFR part 4280 and part 3015 for equipment regarding standards of conduct, open and free competition, access to contractor records, and equal employment opportunity requirements.

B. Grantee will, for construction contracts in excess of \$100,000, provide performance and payment bonds for 100 percent of the contract price unless otherwise specified in 7 CFR part 4280, subpart B, § 4280.115.

(6) Acquired Property

A. Grantee will in accordance with 7 CFR part 3015, hold title to all real property described in Block 11, including improvements to land, structures, fixtures, or other things attached to the real property. Movable machinery and other kinds of equipment are not real property (see Item 2 below). In addition all property, including real estate and fixtures acquired or improved by this grant and equipment, will be subject to the disposition requirements of 7 CFR part 3015, subpart R. **THE GRANTEE AGREES TO NOTIFY AND OBTAIN THE APPROVAL OF THE GRANTOR BEFORE DISPOSING OF (1) ANY REAL PROPERTY OR FIXTURES ACQUIRED WITH THIS GRANT AND (2) ANY EQUIPMENT ACQUIRED WITH THIS GRANT WITH A UNIT ACQUISITION COST OF GREATER THAN \$1,000.**

B. This Grant Agreement covers the equipment described in Block 12. Grantee will abide by the requirements of 7 CFR part 3015 pertaining to equipment, which is acquired wholly or in part with grant funds. Grantee agrees not to encumber, transfer, or dispose of the property or any part thereof, acquired wholly or in part with Grantor funds, without the written consent of the Grantor.

C. If required by Grantor, record liens or other appropriate notices of record to indicate that personal or real property has been acquired or improved with Federal grant funds, and that use and disposition conditions apply to the property as provided by 7 CFR part 3015.

(7) Reporting

A. Grantee will after Grant Approval through Project Construction:

- (1) Provide periodic reports as required by the Grantor. A financial status report and a project performance report will be required on a quarterly basis (Due 30 working days after end of the quarter. For the purposes of this grant, quarters end on March 31, June 30, September 30, and December 31). The financial status report must show how grant funds and matching funds have been used to date and project the funds needed and their purposes for the next quarter. A final report may serve as the last quarterly report. Grantees shall constantly monitor performance to ensure that time schedules are being met and projected goals by time periods are being accomplished. The project performance reports shall include the following:
 - a. A comparison of actual accomplishments to the objectives for that period.
 - b. Reasons why established objectives were not met, if applicable.
 - c. Reasons for any problems, delays, or adverse conditions which will affect attainment of overall program objectives, prevent meeting time schedules or objectives, or preclude the attainment of particular objectives during established time periods. This disclosure shall be accomplished by a statement of the action taken or planned to resolve the situation.
 - d. Objectives and timetables established for the next reporting period.
- (2) Final project development report which includes a detailed project funding and expense summary; summary of facility installation/construction process including recommendations for development of similar projects by future applicants to the program.
- (3) For the year(s) in which in Grant funds are received, Grantee will provide an annual financial statement to Grantor.

B. Grantee will after Project Construction

1. Allow Grantor access to the project and its performance information during its useful life.
2. Provide periodic reports as required by Grantor and permit periodic inspection of the project by a representative of the Grantor. Grantee reports will include, but not be limited to, the following:
 - a. Purchase of Renewable Energy System Project Report. Commencing the first full calendar year following the year in which project construction was completed and continuing for 3 full years a report detailing the following will be provided:
 - i. Quantity of Energy Produced. Grantee to report the actual amount of energy produced in BTUs, kilowatt-hours, or similar energy equivalents.
 - ii. Environmental Benefits. If applicable, Grantee to provide documentation

that identified health and/or sanitation problem has been solved.

- iii. Return on Investment. Grantee to provide the annual income and/or energy savings of the renewable energy system.
 - iv. Summary of the cost of operating and maintaining the facility.
 - v. Description of any maintenance or operational problems associated with the facility.
 - vi. Recommendations for development of future similar projects.
 - vii. Actual jobs created or saved.
- b. Energy Efficiency Improvement Project Report. Commencing the first full calendar year following the year in which project construction was completed and continuing for 2 full years. Grantee will report the actual amount of energy saved due to the energy efficiency improvements.

(8) Grant Disbursement

Grantee will disburse grant funds as scheduled. Unless required by funding partners to be provided on a pro rata basis with other funding sources, grant funds will be disbursed after all other funding sources have been expended.

A. Requests for reimbursement may be submitted monthly or more frequently if authorized to do so by the Grantor. Ordinarily, payment will be made within 30 days after receipt of a proper request for reimbursement.

B. Grantee shall not request reimbursement for the Federal share of amounts withheld from contractors to ensure satisfactory completion of work until after it makes those payments.

C. Payment shall be made by electronic funds transfer.

D. Standard Form 271, "Outlay Report and Request for Reimbursement for Construction Programs," or other format prescribed by Grantor shall be used to request Grant reimbursements.

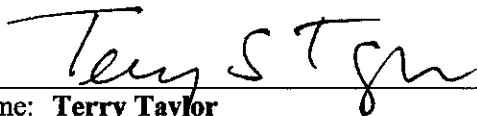
E. For renewable energy projects, grant funds will be disbursed in accordance with the above through 90 percent of grant disbursement. The final 10 percent of grant funds will be held by the Grantor until construction of the project is completed, operational, and has met or exceeded the test run requirements as set out in the grant award requirements.

(9) Post-Disbursement Requirements

Grantee will own, operate, and provide for continued maintenance of the Project.

IN WITNESS WHEREOF, Grantee has this day authorized and caused this Agreement to be signed in its name and its corporate seal to be hereunto affixed and attested by its duly authorized officer(s).

GRANTEE:



Name: **Terry Taylor**
Title: **Owner, Taylor Sausage, LLC**

^π
5/25/10
Date

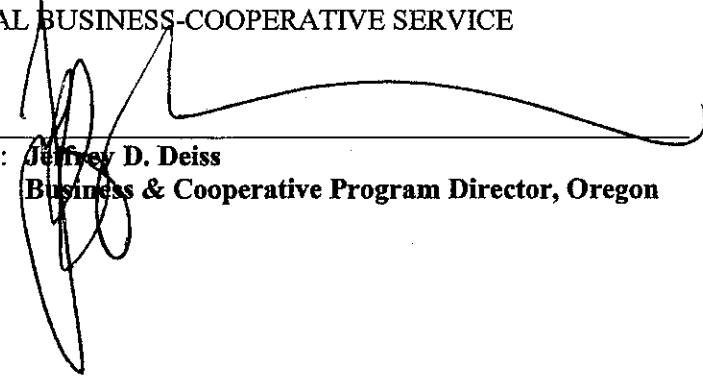
ATTEST:

Name:
Title:

Date

UNITED STATES OF AMERICA
RURAL BUSINESS-COOPERATIVE SERVICE

By:



Name: **Jeffrey D. Deiss**
Title: **Business & Cooperative Program Director, Oregon**

7/14/2010
Date

- Call PPL Y.T.O. for use of that service
fax to: 592 3439
- Grant before Dec 31 something needs to be started
- Dave Gower - review engineering
- Contract w/ family
- Don Hall Contractor

Happy New Year



RENEWABLE ENERGY SYSTEMS

CCB #158623 SOLAR LIC. #009

P.O. Box 2192
CAVE JUNCTION, OR 97523
(541) 592-3958

CUSTOMER'S ORDER NO. _____ PHONE _____ DATE 6-30-10

NAME Taylor's Country Store

ADDRESS _____

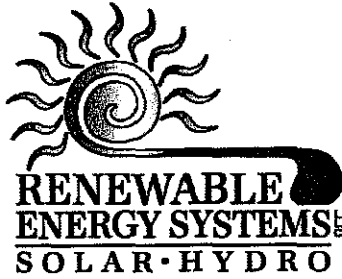
SOLD BY	CASH	C.O.D.	CHARGE	ON ACCT.	MDSE. RET'D.	PAID OUT		
QTY.		DESCRIPTION		PRICE		AMOUNT		
			Paid for Application fee				244	—
			feed in Tariff					
			Program					
RECEIVED BY _____						TAX		
						TOTAL	244	—

D PRODUCT 610T All claims and returned goods must be accompanied by this bill.

0313

To Reorder: 800-225-6380 or nebs.com

THANK YOU



Renewable Energy Systems
 Kerry Whitehead
 Solar Lic#009 CCB# 174984
 Electrical Contractor Lic#17-145CLR
 PO Box 2192
 Cave Junction, OR 97523
 541-592-3958
kwenergysystems@frontiernet.net

ESTIMATE

10KW DC COMMERCIAL SOLAR ELECTRIC SYSTEM

Date: October 6th 2010

CUSTOMER: Taylors Country Store

JOB SITE: 202 S. Redwood Hwy., Cave Junction OR 97523

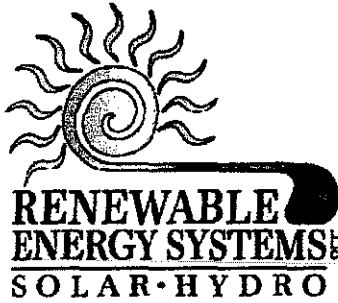
ADDRESS: 202 S. Redwood Hwy., Cave Junction OR 97523

ATTN: Kerry Taylor

Phone: 541-592-5358

email: taylorssausage@frontiernet.net

Quantity	Item	Total
2	SMA5000US Inverters - 10 Year Warranty USA	
40	SolarWorld 250W Solar Modules-25 Year Warranty USA	
13	Unirac Rapidrac 1 Bay Ballast Mount Frame	
40	Unirac Rapidrac 1 Bay Ballast Mount Frame With Module	
345	Ballast Blocks	
2	SolarBOS Disconnecting Combiners 4 Circuit NEMA 4	
4	High Voltage 15A 600VDC Fuses	
2	High Voltage DC Lightning Arrestor LA602 DC	
2	AC Lightning Arrestor LA303R	
1	Unirac Ground Clips (250 Pack)	
1	Unirac Grounding Lugs (10 Pack)	
4	MC Cables 75' #10AWG USE-2 Cable	
350	MC Cable Clips Outdoor Rated	
1	125A 240V 3 Phase Inverter Combiner Panel with breakers disconnect	
	Material total	\$54,073
Miscellaneous	Wire, Conduit, Electrical Fittings	\$1,250
Labor	Installation of 10kW Solar Electric System	\$9,000
Electrical	Outside AC Electrical Work	\$2,000
Engineering	Structural Engineering	\$3,000
Permits	Josephine County Electrical Permit	\$400
	Josephine County Structural Permit	\$600
	Grand Total	\$70,323



Kerry Whitehead
PO Box 2192
Cave Junction, OR 97523
541-592-3958
www.oregonsolarworks.com
Solar License #009, CCB # 174984
Electrical Contractors Lic. # 17-145 CLR

CONTRACTOR AGREEMENT

This agreement made on October 15th, 2010, by and between **Kerry Whitehead (Renewable Energy Systems)**, hereinafter called the 'contractor' and **Terry Taylor, Taylor Country Store**, here in after called the 'owner'. Witnesses that the Contractor and Owner for considerations named agree as follows:

Article 1. Scope of Work

The contractor shall furnish all the materials and perform all of the work shown on the drawings and/or described in the specifications entitled Exhibit A, as annexed hereto as it pertains to work to be performed on property at **202 S Redwood Hwy, Cave Junction OR 97523**

Article 2. Time of Completion

The work to be performed under this contract shall be commenced on or before **November 20th 2010** and shall be substantially completed on or before **January 15th 2011**. Time is of the essence. The following constitutes substantial completion of work pursuant to this proposal and contract.

- All parts and equipment installed and working to manufacture's specifications.
- A completed solar P.V. System generating power back into the grid.

Article 3. The Contract Price

The owner shall pay the contractor for the materials and labor to be performed under the contract, the sum of **Sixty Nine Thousand Six Hundred and Seventy One Dollars (\$69,671.00)**, subject to additions and deductions pursuant to authorized change orders.

Article 4. Progress Payments

Payments of the contract price shall be paid in the following manner:

- Upon receiving the equipment onto the owner's property, the owner shall pay the contractor for equipment delivered the sum of **Sixty Thousand Dollars (\$60,000.00)**
- Upon successful completion of the final inspection owner shall pay the balance of **Nine Thousand Six Hundred and Seventy One Dollars (\$9,671.00)** to the contractor.

Renewable Energy Systems
Contract Form 05-27-07

Article 5. General Provisions

Any alteration or deviation from the above specifications, including but not limited to any such alteration or deviation involving additional materials and/or labor costs, will be executed only upon a written order for the same, signed by owner and contractor, and if there is any charge for such alteration or deviation, the additional charge will be added to the contract price of this contract.

If payment is not made when due, contractor may suspend work on the job until such time as all payments due have been made. A failure to make payment for a period in excess of ten (10) days from the due date of the payment shall be deemed a material breach of this contract.

In addition, the following general provisions apply:

1. All work shall be completed in a workman like manner and in compliance with all building codes and other applicable laws.
2. The contractor shall furnish a plan and a scale drawing showing the shape, size dimensions, and construction and equipment specifications for the home improvements, a description of the work to be done and description of the materials to be used and the equipment to be used or installed, and the agreed consideration for the work.
3. To the extent required by law, all work shall be performed by individuals duly licensed, and authorized by the law to perform said work.
4. Contractor may at its discretion engage subcontractors to perform work hereunder provided contractor shall fully pay said subcontractor and in all instances remain responsible for the proper completion of this contract.
5. Contractor shall furnish owner appropriate releases or waivers of lien for all work performed or materials provided at the time the next periodic payment shall be due.
6. All change order shall be in writing and signed both by the contractor and the owner, and shall be incorporated in, and become part of the contract.
7. Contractor shall obtain all permits necessary for the work to be performed.
8. Contractor agrees to remove all debris and leave premises in broom clean condition.
9. In the event owner shall fail to pay any periodic or installment payment due hereunder, contractor may cease work without breach pending payment or resolution of any dispute.
10. All disputed hereunder shall be resolved by binding arbitration in accordance with rules of the American Arbitration Association.
11. Contractor shall not be liable for any delay due to circumstance beyond its control including strikes, casualty, or general unavailability of materials.
12. Contractor warrants all work for a period of twenty-four (24) months following completion.

Article 6. Indemnification

To the fullest extent permitted by law, the contractor shall indemnify, defend and hold harmless **Taylor Country Store, Terry Taylor**, the owner and its agents and employees from and against claims, damages, losses and expenses, including but not limited to attorney's fees, arising from and against claims, damages, or providing of materials to the extent caused in whole or in part by negligent or wrongful acts of omissions of, or a breach of this agreement by, the contractor, a subcontractor, anyone directly or indirectly employed by them or anyone whose acts they are legally responsible for.

Article 7. Insurance.

The contractor represents that it has purchased and agrees that it will keep in force for the duration of the performance of the work or for such longer term as may be required by this agreement, in a company or companies lawfully authorized to do business in the State of Oregon, such insurance will protect Kerry Whitehead, Renewable Energy Systems, and the owner of the site, if the site is not owned by **Taylor Country Store, Terry Taylor** from claims for loss or injury which might arise out of or result from the contractor's operation under this project.

The contractor represents and agrees that said insurance is written for and shall be maintained in an amount not less than the limits of the liability specified below or required by law, whichever coverage is greater. The contractor certifies that coverage written on a "claims made" form will be maintained without interruption from the commencement of the work until the expiration of all applicable statutes of limitation.

- 1. Comprehensive General Liability with limits of not less than \$1,000,000 per occurrence.
- 2. Comprehensive Automobile Liability (owned, not owned, hired) of \$50,000 each accident.

Signed this day of _____ (date).

Signed in the presence of:

Witness

Witness

Taylor Country Store, Terry Taylor
Name of Owners

Kerry Whitehead
Name of Contractor

By _____
Signature

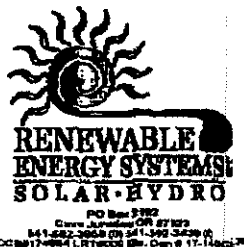
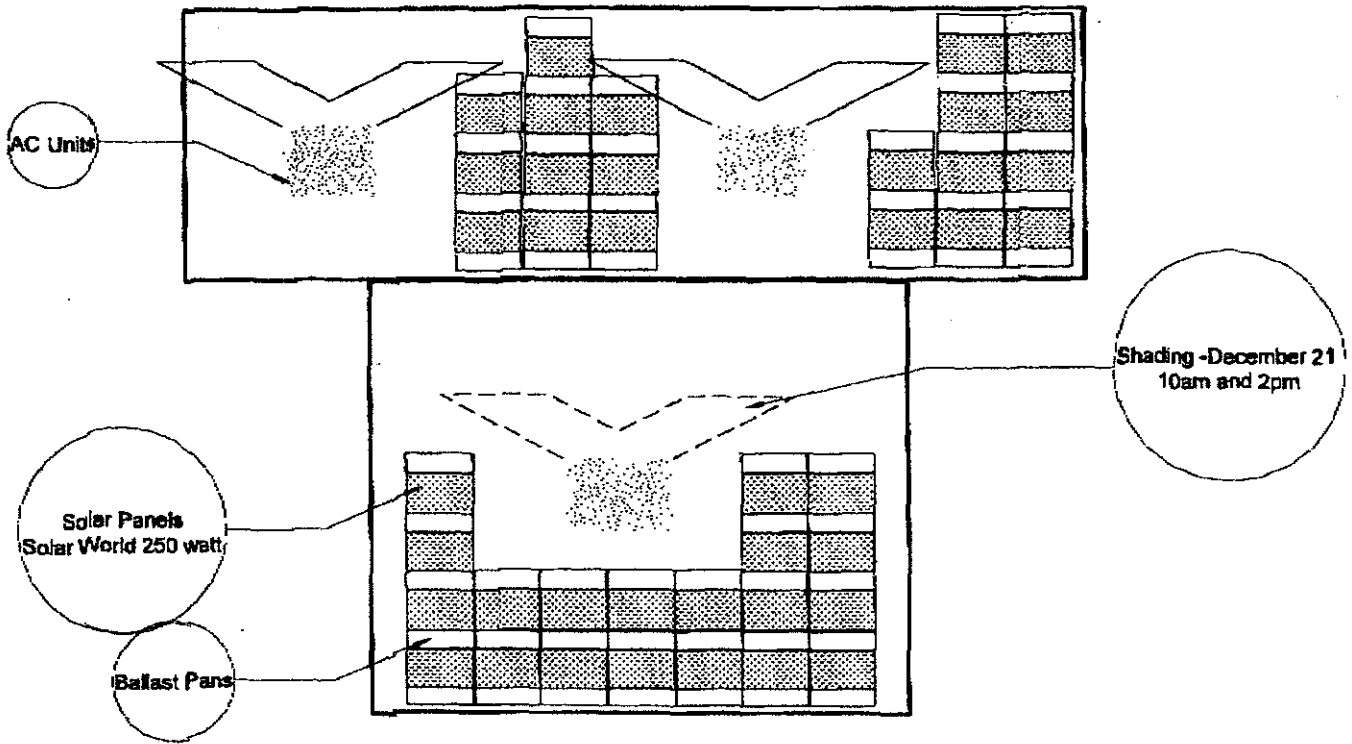
By _____
Signature
1449 Queen of Bronze Rd
Cave Junction, OR 97523
541-592-3958
CCB# 174984, Solar Lic. # 009
Electrical Contractor Lic. # 17-45CLR

Exhibit A: Scope of Work

Install:

1. Rack and support system for solar arrays
2. 9800 watts of SolarWorld 245 watt solar panels.
3. Solar disconnects and associated safety equipment.
4. All solar interconnect wiring.
5. 2 SMA 5000 watt inverter, safety fuses, and all wiring to interconnect the system to the business electrical meter and panel.
6. Obtain all necessary permits.
7. Obtain all necessary engineering documentation
8. Assist until completed Pacific Power Feed in Tariff (FIT) Interconnection Application.
9. Assist project owner, until completed Federal 30% ITC grant application.
10. Assist until completed, Pacific Power net metering interconnection paperwork.

5000



Taylor's Country Store
202 S. Redwood Hwy
Cave Junction, OR 97523

Contact: Terry Taylor
541-592-5358
taylorssausage@frontiernet.net

BALLASTED ROOF LAYOUT: 10/06/10
10kW
40 SolarWorld SW 250 Mono Modules

Dave Gowers Engineering LLC
200 B West Lister Street
PO Box 1130
Cave Junction OR 97523
541 660 9661

INVOICE

Terry Taylor

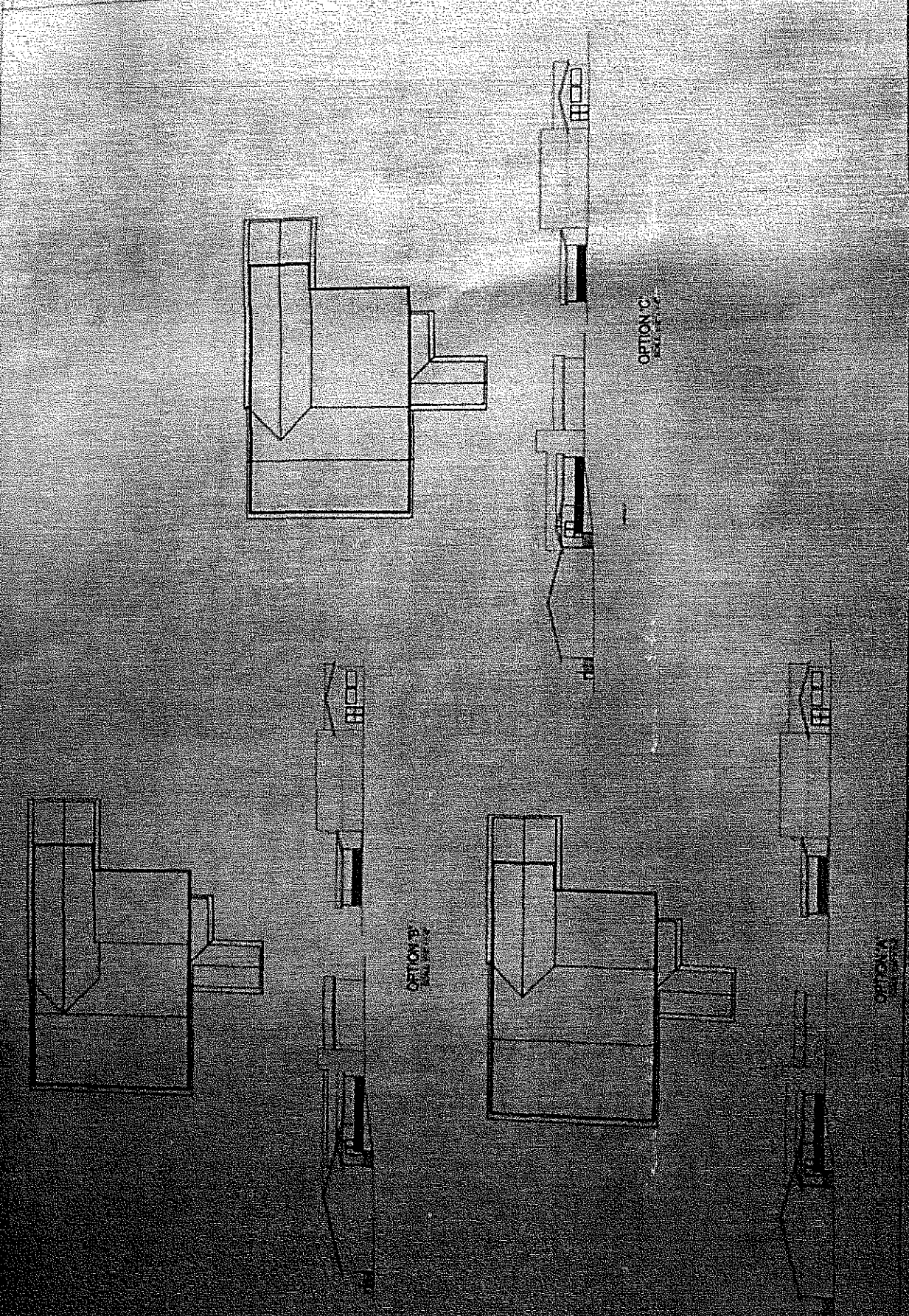
Invoice # 1587-2

Invoice Date 11/02/2010

Due Date 11/02/2010

Item	Description	Unit Price	Quantity	Amount
	Inspect roof support structure	1.00	400.00	400.00
		0.00	0.00	0.00
Subtotal				400.00
Total				400.00
Amount Paid				0.00
Balance Due				\$400.00

pd
11/2/10



OPTION C

OPTION B

OPTION A

L.A.
 XXXX

YALORS SALVAGE COMPANY LTD
 2008 HIGHT LUTON STREET, LUTON, LU1 3LW
 TEL: 01525 831111 FAX: 01525 831112
 E-MAIL: dave@gowers-engineering.com