

**City of College Place, Washington**  
**RESOLUTION NO. 20-006**

**A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF COLLEGE PLACE, WASHINGTON  
REGARDING ACCEPTANCE OF PACIFIC POWER BLUE SKY SOLAR ARRAY GRANT.**

**Whereas**, the City of College Place is a non-charter code city governed by the rules and regulations of RCW 35A; and

**Whereas**, the City submitted a grant application into Pacific Power for installation of a solar array near the southwest corner of Whitman Drive and Maple Avenue; and

**Whereas**, the City received correspondence in February that partial grant funding for the projects was awarded; and

**Whereas**, the City is working with contractor McKinstry to scale the project down to reflect the economic realities of the grant that was awarded.

**Whereas**, a grant contract was issued to the City on February 3<sup>rd</sup>, 2020 by Pacific Power;

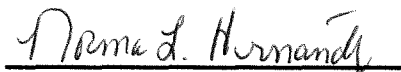
**Now therefore, be it Resolved that the City Council of the City of College Place does hereby**

1. Accept the Grant Contract with Pacific Power for the installation of a solar array on city-owned land near the intersection of Whitman Drive and Maple Avenue.

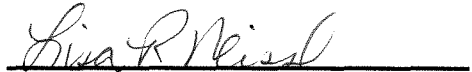
**Clerical Corrections.** The City Clerk is authorized to make necessary clerical corrections to this resolution including, but not limited to, the correction of scrivener's/clerical errors, references, resolution numbering, section/subsection numbers and any references thereto.

**Effective Date.** This resolution shall take effect and be in full force upon its passage as provided by law.

**PASSED** by the City Council of the City of College Place, Washington, this 11<sup>th</sup> day of February, 2020.

  
\_\_\_\_\_  
Norma L. Hernández, Mayor

Attest:

  
\_\_\_\_\_  
Lisa R. Neissl, CMC  
City Clerk

February 3, 2020

ATTN: City of College Place

Mike Rizzitiello, City Administrator

RE: 2019 Blue Sky funding award – City of College Station Well No. 2

Dear Mike Rizzitiello, City Administrator:

Congratulations! On behalf of our participating Blue Sky customers, Pacific Power is pleased to inform you that you've been selected to receive a Blue Sky funding award of up to \$100,000 to help advance your Solar project at 20 SE Maple Avenue, College Place.

Funding for your project is made possible by customers enrolled in the Blue Sky renewable energy program. You can learn more about the program at [pacificpower.net/bluesky](http://pacificpower.net/bluesky).

In order to receive Blue Sky funding, Pacific Power requires that you make a commitment to meet certain requirements, milestones and deliverables as outlined in the attached **Grant Agreement**. Your project funding award is contingent upon your agreement to the terms set forth therein.

Blue Sky funding will be provided once the project is complete and Pacific Power has received all documentation required to verify project expenses and completion. We encourage you to provide a copy of this letter and the attached agreement to your project manager and contractor(s) to ensure they are aware of all program requirements.

If you agree to all of the conditions set forth in the agreement, please sign and initial where indicated. Please email a copy of this letter and the signed agreement to [bluesky@pacificcorp.com](mailto:bluesky@pacificcorp.com) by **February 7, 2020**.

We look forward to partnering with your organization to support renewable energy in the region.

Sincerely,



Scott Bolton  
Senior Vice President, External Affairs and Customer Solutions

# GRANT AGREEMENT

## 2019 Blue Sky Funding Award

PacifiCorp d/b/a Pacific Power (Pacific Power) Intends to provide up to \$100000 to City of College Place ("Recipient") as part of the Pacific Power Blue Sky Program. These funds are made possible by customers electing to participate in the Blue Sky Program.


This Grant Agreement is intended to support Recipient efforts to install a renewable energy project (Project) at City of College Station Well No. 2. Disbursement of funds may be made upon completion of the project and Pacific Power confirmation that the award requirements in this Grant Agreement have been met. Pacific Power reserves the right to not fund the Project if, for any reason, Pacific Power determines that any award requirement is deficient.

The award amount is based on the information provided in the Recipient's application and during the interview process. Any unapproved material change to project design/plans/scope may result in forfeiture of funding or an adjustment to the Blue Sky funding award amount. All modifications to the project design/scope including those attributes listed below must be submitted for approval using the change request form provided by Pacific Power. Recipient agrees to meet all program requirements and deadlines which include, but may not be limited to the following (*please initial the bottom of each page to accept the terms on that page*):

### PROJECT ATTRIBUTES

- Install a renewable energy project with the attributes described in the table below:

<b>Award Recipient</b>	City of College Station Well No. 2	<b>Blue Sky recognition</b>	The City will recognize Blue Sky in their on-site signage and on their webpage devoted to the solar monitoring.
<b>Technology</b>	Solar		
<b>Minimum size*</b>	37 kW		
<b>Project location</b>	City of College Place		
<b>Project address</b>	20 SE Maple Avenue College Place, City of College Place	<b>Education plan</b>	The community will be educated about the solar project with informational signage at the well site, information on the City website, in the City newsletter that is mailed to all residents, and at the City Earth Day celebration. McKinstry, the installer, supports STEM educational work through a non-profit Washington STEM and can work with Pacific Power
<b>Visibility</b>	The array will be ground mounted adjacent to the City Well #2.		
<b>Commercial online date</b>	8/1/2020		
<b>Funding award**</b>	Up to \$100,000		

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			and the City to develop STEM curriculum.
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\* Blue Sky awards are competitive and funding is limited. If your project received a partial funding award, a minimum project size has been established based on the reduced funding level, which differs from the project size identified in your application. If your project does not meet the minimum size requirement listed above, funding may be reduced or rescinded.

\*\*The Blue Sky funding award represents an "up to" amount. Changes in project costs, design, and funding sources may result in adjustments to the final Blue Sky funding amount.

- Install a renewable energy project by December 31, 2020.

*Extensions to this timeline may be considered for projects associated with the construction of a new building or structure on a case-by-case basis. Recipient understands that if the project is not completed by December 31, 2021, Blue Sky funding may be rescinded unless a Pacific Power change order form is submitted and approved by a Pacific Power Blue Sky program representative.*

- Install a project that will be served by Pacific Power (located in Pacific Power's service area) over the life of the project. **The funding award must be repaid to Pacific Power within 60 days if the project leaves the Pacific Power system.**
- Install a locally-owned project.
- *Pacific Power requires that the Recipient who purchases the renewable energy project own, or controls for the life of the project, the real property, and improvements where the renewable energy project will be located (Installation address). The Recipient hereby represents and warrants that it owns, or controls for the life of the project, the property listed as the Installation Address in this form.*
- Utilize a contractor licensed in the state where the project will be installed and conform to all county/state building and electrical codes and utility interconnection requirements, which includes both general interconnection requirements and inverter based interconnection requirements which may require one or more interconnection studies be performed by Pacific Power to determine feasibility, system impact and cost of safely connecting the generation equipment to the utility system. Recipient understands that Recipient shall be responsible for purchasing and installing any necessary protection equipment: any system upgrades due to impacts from the proposed interconnect project are Recipient's financial responsibility.

*[https://www.pacificpower.net/content/dam/pacific\\_power/doc/Efficiency\\_Environment/Net\\_Metering\\_Customer\\_Generation/PP\\_Interconnection\\_Net\\_Meter\\_Brochure.pdf](https://www.pacificpower.net/content/dam/pacific_power/doc/Efficiency_Environment/Net_Metering_Customer_Generation/PP_Interconnection_Net_Meter_Brochure.pdf)*

- Execute a Net Metering agreement or Interconnection Agreement with Pacific Power and understand that the renewable energy project, if net metered, may not operate until Pacific Power sets the net meter. Please provide you power clerk agreement number \_\_\_\_\_.  
<https://pacificorpnetmetering.powerclerk.com/MvcAccount/Login>
- Install only new equipment, which must be evident in the documentation (invoice or signed contractor proposal).
- Install a production monitoring system that includes a publicly accessible (no log-in or password required) webpage featuring historic and present generation data.

*Pacific Power may place a link to the monitoring site on its Blue Sky program webpage. Information collected may be used for educational purposes, performance analysis or any other reason Pacific Power deems necessary.*

- Grant Pacific Power's Blue Sky program title to a share of the project's renewable energy certificates (a.k.a. RECs, green tags, tradable renewable energy certificates, renewable energy credits) proportional to the amount of the funding award and the total renewable energy project costs over the life of the project. A renewable energy certificate represents one thousand kilowatt-hours of renewable energy that is physically metered and verified. Recipient shall not make claims involving the environmental attributes of the renewable energy certificates retained by Pacific Power's Blue Sky program. Pacific Power will also be given the opportunity to purchase additional renewable energy certificates from the project, up to 100 percent of the project's output.

## I. USE OF BLUE SKY FUNDS

Apply Blue Sky funds only to capital costs associated with the installation of equipment and approved outreach and education expenses. Funds cannot be used to cover expenses such as fees incurred for project estimates or bids, administrative or project management costs, non-renewable energy equipment such as electric vehicle supply equipment, and structural or other site improvements that would occur without the installation of a renewable energy system, such as landscaping or re-roofing.

Recipient's final Blue Sky funding amount cannot exceed total eligible project costs and the sum of Blue Sky funds and other outside funding sources cannot exceed project costs. Final reimbursement may be adjusted for changes in project costs, scope, and/or funding sources.

In addition, solar incentives provided by other Pacific Power programs may not be applied to the project if Blue Sky funding is accepted.

## II. AWARD RECIPIENT DELIVERABLES

- **Recipient webinar:** Attend the Blue Sky award recipient webinar (*tentatively scheduled for February 27, 2020 2 p.m. to 3 p.m.*), along with the renewable energy contractor and project manager. The webinar will cover funding award requirements and expectations, along with guidance to expedite the documentation and reimbursement process. Webinar details will be provided upon execution of the memo of understanding.
- **Quarterly updates:** Provide a quarterly progress report on the 15th day of the month following each calendar quarter until the project is on-line. Quarterly progress reports will be provided by completing the quarterly progress report form provided by Pacific Power and emailing it to **bluesky@pacificcorp.com**. The first report will be due by Wednesday, April 15, 2020
- **Change requests:** Complete and submit the change request form provided by Pacific Power for any material change in project scope from project attributes listed in the table above, conveyed in the funding application, or communicated during the interview process.
- **Financing plan:** Demonstrate to Pacific Power's satisfaction by July 15, 2020 via a written communication directed to **bluesky@pacificcorp.com** that all funds necessary to complete the project have been secured. If the project has not secured financing for the additional amounts required by July 15, 2020, the project may forfeit its right to the funds reserved for the project.
- **Ongoing communication:** Keep the Blue Sky funding award administrator and local utility contact apprised of major project milestones, such as initiating installation, and opportunities to participate in celebrations and media engagement.

- **Project completion and reimbursement:** Upon completion of project installation and all funding requirements, complete and submit the final report form provided by Pacific Power along with required supplemental documentation to [bluesky@pacificcorp.com](mailto:bluesky@pacificcorp.com). Final reporting must be submitted no more than sixty (60) days following the execution of a net metering agreement or interconnection agreement and the project's official on-line date.

*Note: Pacific Power will not be responsible for any lost documentation related to these award requirements.*

### III. EDUCATION AND OUTREACH REQUIREMENTS

- **Approvals:** Seek prior approval from Pacific Power for all materials that recognize Blue Sky customers or use the Pacific Power and Blue Sky logos.
- **Blue Sky Recognition statement:** Include the following statement on all signage, materials, and communications, both print and non-print, produced as part of the Blue Sky-funded project, "This project was made possible with funding support from Pacific Power's Blue Sky program customers." Contact [bluesky@pacificcorp.com](mailto:bluesky@pacificcorp.com) with questions about use and modification of this language.
- **Permanent recognition:** Develop at least one piece of permanent, onsite signage that publicly recognizes the contributions of Pacific Power's Blue Sky customers. Pacific Power can provide samples and support the development of content and messaging.
- **Celebrations and publicity:** Celebrate the project completion following the steps outlined in the Media Outreach Toolkit (to be provided upon Grant Agreement completion). Celebrations and publicity can include media event, tour, media advisory, press announcement, stakeholder communications. Blue Sky representatives must be provided an opportunity to participate in celebrations.
- **Project host website:** Publish the Pacific Power Blue Sky logo and the online project monitoring tool on the project host's website at the time of project completion. *Note: monitors cannot be used for advertising purposes.*
- **Pacific Power website:** Allow Pacific Power to include information regarding your project in customer communication material used by Pacific Power. This includes Pacific Power's right to use photographs of the facility in brochures and internet pages for purposes of supporting the Blue Sky renewable energy program.
- **Site tours:** Allow Pacific Power and its customers and guests at least two tours each year, subject to 30 day advance notice by Pacific Power.

Contact the [bluesky@pacificcorp.com](mailto:bluesky@pacificcorp.com) for approvals and guidance.

### IV. REIMBURSEMENT

Reimbursement may be remitted within thirty business (30) days of Pacific Power confirmation that all funding requirements, including reporting and documentation, have been met. Reimbursement will be remitted directly to the applicant or to their designated assignee as directed by the award Recipient. Reimbursement may be distributed once the project is complete and verified through the following steps:

- City/county permitting finalized, including electrical inspection.
- Utility has approved installation for operation (utility installed net meter is operational and system is grid tied; for projects that are not to be net metered, the utility has approved interconnection agreement application and granted permission to operate)

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- Publicly accessible production monitoring webpage is operational.
- Final report is submitted and approved by the Blue Sky team, along with:
  - Itemization of each eligible project expense – i.e. labor, permits, renewable energy generation equipment and materials.
  - Copies of detailed invoices documenting total and eligible system costs and supporting itemization of expenses
  - Documentation of each outside funding source
  - Photos of the installation (.jpg) photos
  - Photos of signage and other educational collateral
  - Photos of any onsite monitoring system displays
  - Documentation of PR and outreach efforts (e.g. press coverage, celebrations, etc.)

## V. OVERALL ACKNOWLEDGEMENT OF TERMS

Recipient understands that this funding award, as specified in Section I above, is to, among other things, "Install a renewable energy project that will be served by Pacific Power (located in Pacific Power's service area) over the life of the project." Accordingly, Recipient agrees to refund the award in full should the project cease to be served by Pacific Power.

Recipient has reviewed and understands the terms and conditions of receiving Blue Sky funding and represent and warrants to Pacific Power that the party executing below is authorized to sign this Grant Agreement on behalf of Recipient.

***Waiver of Jury Trial.*** TO THE FULLEST EXTENT PERMITTED BY LAW, EACH OF THE PARTIES HERETO WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT. EACH PARTY FURTHER WAIVES ANY RIGHT TO CONSOLIDATE ANY ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT BE OR HAS NOT BEEN WAIVED.

IN NO EVENT SHALL PACIFIC POWER BE REQUIRED TO PAY OR BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, INDIRECT, OR PUNITIVE DAMAGES.

Recipient understands it must be enrolled in Pacific Power's Blue Sky program at the business partner level.

Please initial each page, complete the Funding Recipient Acceptance section of the signature page and return signed form to [bluesky@pacificorp.com](mailto:bluesky@pacificorp.com).

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**Signature Page**

**Funding recipient acceptance**

Recipient (funding award recipient) hereby understands and accepts all obligations and limitations associated with receiving a Blue Sky funding award and agrees to the requirements and conditions described in this agreement.

Recipient also acknowledges that Pacific Power has not made any representations and has specifically disclaimed any and all warranties, expressed or implied, with respect to the renewable energy system installed or the electrical contractor, including but not limited to those concerning the electrical contractor's experience qualifications or background, the amount of energy generated or saved, if any, to be realized by the host customer, the quality of specific materials, components, or workmanship utilized in the installation or the nature of or whether building permit(s) or governmental approvals may be required. Recipient also understands that Pacific Power's liability is limited to the funding award and under no circumstances will Pacific Power be liable to the customer or electrical contractor for any further amounts. Recipient releases and hereby indemnifies Pacific Power, its parent, board, officers, employees and agents against any claim made, action, damages, order or other legal liability in association with Recipient's anticipated receipt of or use of funds under this agreement.

Signature:  \_\_\_\_\_

Date: 2-12-2020 \_\_\_\_\_

Printed Name: Michael Rizzitello \_\_\_\_\_

Title: City Administrator \_\_\_\_\_

Company: City of College Place \_\_\_\_\_

**Pacific Power Acceptance**

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_