

City of Tenino

149 Hodgen Street South
Tenino, WA 98589

City Council Meeting
Tuesday, February 13, 2024 at 7:00 PM

Agenda

WORK SESSION

1. 6:30 pm Review of 2/13/2024 Council Agenda
2. Set Council Priorities
3. Discussion of 2/27/2024 Council Draft Agenda
4. Discuss Text Amendment Public Hearing

CALL TO ORDER

AGENDA APPROVAL

5. Agenda for the Regular Meeting of the 2/13/24.

Recommended Action: Motion to approve the agenda as presented.

APPROVAL OF MINUTES

- [6.](#) Meeting Minutes for 1/23/2024

Recommended Action: Motion to approve 1/23/2024 meeting minutes as presented.

CONSENT CALENDAR

- [7.](#) Consent Calendar consisting of January 24, 2024 through February 13, 2024

Payroll EFT's and check #32095 through #32110 in the amount of \$108,704.04

Claims checks #32011 through #32167 in the amount of \$270,899.75 for a grant total of \$379,603.79

Liquor Cannabis License: 1776 Bar

Request to Waive fee for earth day park cleanup.

Recommended Action: Move to approve the consent calendar as presented.

EXECUTIVE SESSION

PRESENTATIONS

PUBLIC COMMENTS

PUBLIC HEARING

PROCLAMATIONS

OLD BUSINESS

- [8.](#) UBM Contract

Recommended Action: Motion to approve UBM Contract

- [9.](#) Agreement with Chehalis Tribal Jail

Recommended Action: Motion to approve agreement with Chehalis Tribal Jail.

NEW BUSINESS

- [10.](#) Ag Park Bid for final North Bldg. Improvements

Recommended Action: Motion to approve North Building bid.

- [11.](#) Sol-Smart

- [12.](#) City of Tenino currently has cell phone coverage with Verizon wireless. The current City phones do not get service inside City facilities. We have tested T-Mobile and their phones do work inside City facilities. This would eliminate a few Land Lines and would also save us \$10 a month per phone.

Recommended Action: Motion to approve switching City Cell phones to T-Mobile.

- [13.](#) Interlocal Agreement Between the City of Tenino, Thurston Regional Planning Council To Support Housing Element Updates. This is paid for out of the Commerce Comprehensive Plan Update grant.

Recommended Action: Motion to approve ILA Between City of Tenino and the TRPC.

- [14.](#) Heritage Grant Award

Recommended Action: Motion to accept Heritage Grant award.

RESOLUTIONS

- [15.](#) Resolution 2024-01

Recommended Action: Motion to approve Resolution 2024-01

ORDINANCES

REPORTS

- 16. 1) Chamber of Commerce**
- 2) Economic Development Council (EDC)**
- 3) South Thurston Economic Development Initiative (STEDI)**

- 4) ARCH Commission
 - 5) Experience Olympia & Beyond (VCB)
 - 6) South Thurston Fire
 - 7) Library
 - 8) Museum
 - 9) Tenino Community Service Center
17. 1) Civil Service Commission
- 2) Façade Improvement Grant Review Committee
 - 3) Finance Committee
 - 4) Planning Commission
 - 5) Public Safety Committee
 - 6) Public Works Committee
18. 1) Chief of Police
- 2) Director of Public Works
 - 3) City Planner
 - 4) Code Enforcement/Building Inspector
 - 5) PARC Specialist
 - 6) City Attorney
 - 7) Clerk/Treasurer
 - 8) Mayor
19. 1) Bucoda/Tenino Healthy Action Team (BTHAT)
- 2) Solid Waste Advisory Board
 - 3) TCOMM/911
 - 4) Tenino School Board
 - 5) Thurston Regional Planning Council (TRPC)
 - 6) Transportation Policy Board
 - 7) Thurston County Commissioner's Office
 - 8) Legislature

PUBLIC COMMENTS 2

ANNOUNCEMENTS

ADJOURNMENT

File Attachments for Item:

6. Meeting Minutes for 1/23/2024

Recommended Action: Motion to approve 1/23/2024 meeting minutes as presented.

**City Council Meeting
Tuesday, January 23, 2024**

Minutes

WORK SESSION

Mayor Watterson convened the work session at 6:30 pm with

PRESENT

Councilmember Linda Gotovac

Councilmember Elaine Klamn

Councilmember John O'Callahan

Councilmember Jeff Eisel

ABSENT

Councilmember Jason Lawton.

1. 6:30 pm Review of 1/23/2024 Council Agenda
Discussion of 2/13/2024 Council Draft Agenda
Discussion of new agenda items for 2/13/2024 with Mayor and Councilmembers.
Suggestions for the 2/13 agenda are as follows:
Emerging Technology - AI -
List of priorities for the upcoming year and put in order
The personnel policy handbook
IT protection/security update
2. Discuss Fencing park rocks.
Discussion only on whether or not the City should put up a fence around the rocks in the park.
3. Discuss Wastewater Treatment Plant
Discussion ensued on the reasons for not continuing with the septage receiving.
4. Budget Discussion
Update discussion on the budget.
5. Council Retreat Recap-Discussion Only
Mayor and Council discussed the pros and cons of the retreat held on Saturday the 20th.
6. Staff Pay Increase Discussion

Discussion by Mayor to council regarding staff pay and step increases.

CALL TO ORDER

Mayor Watterson convened the regular council meeting at 7:30 pm with

PRESENT

Councilmember Linda Gotovac
 Councilmember Elaine Klamn
 Councilmember John O'Callahan
 Councilmember Jeff Eisel

ABSENT

Councilmember Jason Lawton.

AGENDA APPROVAL

Motion made by Councilmember O'Callahan, Seconded by Councilmember Gotovac.

Voting Yea: Councilmember Gotovac, Councilmember Klamn, Councilmember O'Callahan,
 Councilmember Eisel.

Motion passes 4/0.

7. Agenda for the Regular Meeting of the 1/23/24.

Recommended Action: Motion to approve the agenda as presented.

Motion made by Councilmember O'Callahan, Seconded by Councilmember Gotovac.

Voting Yea: Councilmember Gotovac, Councilmember Klamn, Councilmember O'Callahan,
 Councilmember Eisel.

Motion passes 4/0.

APPROVAL OF MINUTES

8. Meeting Minutes for 1/9/2024

Recommended Action: Motion to approve 1/9/2024 meeting minutes as presented.

Motion made by Councilmember O'Callahan, Seconded by Councilmember Gotovac.

Voting Yea: Councilmember Gotovac, Councilmember Klamn, Councilmember O'Callahan,
 Councilmember Eisel.

Motion passes 4/0.

CONSENT CALENDAR

9. Consent Calendar consisting of January 10, 2024 through January 23, 2024

Payroll EFT's in the amount of 36,051.60 and Claims Checks #32051 through #32093 in the amount of \$95,145.35 for a grand total of \$131,196.95

Liquor Cannabis License: Three Amigos, Tenino VFW, Landmark Tavern

Excusal of Councilmember Jason Lawton.

Recommended Action: Move to approve the consent calendar as presented.

Motion made by Councilmember O'Callahan, Seconded by Councilmember Gotovac.

Voting Yea: Councilmember Gotovac, Councilmember Klamn, Councilmember O'Callahan, Councilmember Eisel.

Motion passes 4/0.

EXECUTIVE SESSION

None

PRESENTATIONS

10. Presentation by Tenino School District Superintendent Clint Endicott

Recommended Action: None, Presentation only.

Superintendent Endicott gave a brief presentation on the uses of the levy that is on the ballot this year.

PUBLIC COMMENTS

Clint Endicott- Tenino School District Superintendent - He apologized for the heat on Saturday during the retreat. And thanked the City for their support and they will also be working on better conserving water this year.

PUBLIC HEARING

None

PROCLAMATIONS

None

OLD BUSINESS

None

NEW BUSINESS

11. Ag Park Change Order #1 for North Building Electrical

Recommended Action:

Motion made by Councilmember O'Callahan, Seconded by Councilmember Gotovac.

Voting Yea: Councilmember Gotovac, Councilmember Klamn, Councilmember O'Callahan, Councilmember Eisel.

Motion passes 4/0.

12. Tenino Farmers Market Fee Waiver Request

Recommended Action: Motion to waive fee for the Tenino Farmers Market for the 2024 Season.

Motion made by Councilmember O'Callahan, Seconded by Councilmember Klamn.

Voting Yea: Councilmember Gotovac, Councilmember Klamn, Councilmember O'Callahan, Councilmember Eisel.

Motion passes 4/0.

13. Park Master Plan Update Agreement

Recommended Action: Motion to approve park Master plan update agreement.

Motion made by Councilmember O'Callahan, Seconded by Councilmember Gotovac.

Voting Yea: Councilmember Gotovac, Councilmember Klamn, Councilmember O'Callahan, Councilmember Eisel.

Motion passes 4/0.

14. Consultant Agreement for Park Ave. This Agreement is for Gibbs & Olson to be the Agency to oversee the Park Ave Overlay project.

Recommended Action: Motion to approve agreement.

Motion made by Councilmember O'Callahan, Seconded by Councilmember Gotovac.

Voting Yea: Councilmember Gotovac, Councilmember Klamn, Councilmember O'Callahan, Councilmember Eisel.

Motion passes 4/0.

RESOLUTIONS

None

ORDINANCES

None

REPORTS

15. 1) Chamber of Commerce

2) Economic Development Council (EDC)

3) South Thurston Economic Development Initiative (STEDI)

4) ARCH Commission

5) Experience Olympia & Beyond (VCB)

6) South Thurston Fire

7) Library

8) Museum

9) Tenino Community Service Center

1) Chamber of Commerce: Next meeting will be the 3rd Wednesday of the month beginning at noon. Location TBD.

3) South Thurston Economic Development Initiative (STEDI): Next meeting will be the 3rd Friday of the month at Lucky Eagle Casino from 8:00 am to 9:30 am.

6) South Thurston Fire: Chief Schaffrin came into the office to clarify the gopher study with the City.

16. 1) Civil Service Commission

2) Façade Improvement Grant Review Committee

3) Finance Committee

4) Planning Commission

5) Public Safety Committee

4) Planning Commission: Feb 7th beginning at 6:00 pm is their next meeting with a public hearing on zoning for a meat processing plant at the Ag Park.

17. 1) Chief of Police

2) Director of Public Works

3) City Planner

4) Code Enforcement/Building Inspector

5) PARC Specialist

6) City Attorney

7) Clerk/Treasurer

8) Mayor

2) Director of Public Works: Councilmember Klamn reported she met with Troy and went over some future plans. He is working on finding some grants for the streets and sidewalks. He is working on keeping the water usage for the City down especially in the park. He would like to see some baseball tournaments being held on the fields. C/T Scharber read a written report into the record stating they made it through the cold snap, sanded roads, put down deicer and dealt with frozen pipes throughout the City which have all been repaired. They have been working on filling potholes made worse from the weather. The third well should be finished next week. A 4' fence along the deep side of the pool to separate the area from the QP entrance will be installed. He will be meeting with Bob Droll next Monday to start the Park Master Plan update process.

4) Code Enforcement/Building Inspector: Bucoda enforcement is put on hold at this time.

6) City Attorney: Mayor Watterson met with the Atty to introduce himself and go over work happening.

7) Clerk/Treasurer: C/T Scharber reported she submitted a request for a Capital Budget grant for bathrooms update. She has sent in a request for reimbursement of the pool and Hodgden St. She also attended the Tenino Chamber meeting with Mayor Watterson sharing the State of the City address. She attended the Retreat with Mayor and council.

8) Mayor: Mayor Watterson reported he has continued meeting with staff regarding projects and upcoming projects like hoping to get the pool open. Meet with Bob Droll re: Park Plan update. Met w/PSE rep Kristine Romps. He attended the Thurston Chamber Forum, Ag Park Meeting regarding updates, Mayor's forum, Park Property Aquisition Meeting, Finance Committee, Tenino Chamber, Tenino City Retreat, Port Meeting and Dept. Head meeting. He also met with a city resident regarding a possible property transfer. He has tried to be in the office as much as possible in order to meet with citizens.

18. 1) Bucoda/Tenino Healthy Action Team (BTHAT)

2) Solid Waste Advisory Board

3) TCOMM/911

4) Tenino School Board

5) Thurston Regional Planning Council (TRPC)

6) Transportation Policy Board

7) Thurston County Commissioner's Office

8) Legislature

1) Bucoda/Tenino Healthy Action Team (BTHAT): They will be hosting a screenagers meeting on 1/24/24 at the school beginning at 6:00 pm.

5) Thurston Regional Planning Council (TRPC): Councilmember O'Callahan reported they are mainly discussing the possibility having Intercity Transit begin using hybrids or battery operated vehicles.

6) Transportation Policy Board: Same as above.

8) Legislature: Councilmember Gotovac reported there are a few items on the ballot that have not been dropped as of yet that pertain to the City. She will keep an eye on these.

PUBLIC COMMENTS 2

None

ANNOUNCEMENTS

Jen Scharber reminded everyone of the Crab feed fundraiser for the Tenino High School Softball on Feb 10 at the Eagles. Tickets must be pre-purchased.

John O'Callahan reminded everyone of the South Thurston Fire District's crab fee on March 2 at the fire department.

ADJOURNMENT

Mayor Watterson adjourned the meeting at 8:01 pm.

File Attachments for Item:

7. Consent Calendar consisting of January 24, 2024 through February 13, 2024 Payroll EFT's and check #32095 through #32110 in the amount of \$108,704.04

Claims checks #32011 through #32167 in the amount of \$270,899.75 for a grant total of \$379,603.79

Liquor Cannabis License: 1776 Bar

Request to Waive fee for earth day park cleanup.

Recommended Action: Move to approve the consent calendar as presented.

February 6, 2024
Tenino, Wa. 98589

Re: City of Tenino Special Events application
Friends of Tenino Parks

Mayor Watterson, Tenino City Council members,

Friends of Tenino Parks, (FOTP), respectfully request the "special events" fee be waived for our 2024 Earth Day Park Clean-up Volunteer event. This annual free event will be held on April 20, 2024 from 9-2pm at the City Park.

Partnering with Tenino Public Works, Tenino District Schools and school-affiliated groups, Tenino Lions and the PARC Foundation of Thurston County, FOTP members organize the Earth Day Challenge. Volunteers help clean and beautify the Park and around the Museum grounds, Quarry House and maintain the Park trails.

Students and school organizations have the ability to earn prize money from the PARC Foundation of Thurston County and the Tenino Lions. The Tenino Lions also provide lunch for all the volunteers.

Thank you for your consideration.

Sincerely,



Shaun Brown
Friends of Tenino Parks, Treasurer



Washington State
Liquor and Cannabis Board
PO Box 43098,
Olympia WA 98504-3098, (360) 664-1600

RECEIVED

FEB 13 2024

CITY OF TENINO

MAYOR OF TENINO/CITY OF TENINO
PO BOX 4019
TENINO, WA 98589



Washington State
Liquor and Cannabis Board
PO Box 43098

Olympia WA 98504-3098, (360) 664-1600
www.liq.wa.gov Fax #: (360) 753-2710

FEB 13 2024

RECEIVED

CITY OF TENINO

February 06, 2024

Dear Local Authority:
RE: Liquor License Renewal Applications in Your Jurisdiction - Your Objection Opportunity

Enclosed please find a list of liquor-licensed premises in your jurisdiction whose liquor licenses will expire in about 90 days. This is your opportunity to object to these license renewal requests as authorized by RCW 66.24.010 (8).

1) Objection to License Renewal

To object to a liquor license renewal: fax or mail a letter to the Washington State Liquor and Cannabis Board (WS-LCB) Licensing Division. This letter must:

- o Detail the reason(s) for your objection, including a statement of all the facts upon which your objection or objections are based. You may include attachments and supporting documents which contain or confirm the facts upon which your objections are based.
- o Please note that whether a hearing will be granted or not is within the Board's discretion per RCW 66.24.010 (8)(d).

Your letter or fax of objection must be received by the Board's Licensing Division at least 30 days prior to the license expiration date. If you need additional time you must request that in writing. Please be aware, however, that it is within the Board's discretion to grant or deny any requests for extension of time to submit objections. Your request for extension will be granted or denied in writing. If objections are not timely received, they will not be considered as part of the renewal process.

A copy of your objection and any attachments and supporting materials will be made available to the licensee, therefore, it is the Local Authority's responsibility to redact any confidential or non-disclosable information (see RCW 42.56) prior to submission to the WSLCB.

2) Status of License While Objection Pending

During the time an objection to a renewal is pending, the permanent liquor license is placed on hold. However, temporary licenses are regularly issued to the licensee until a final decision is made by the Board.

3) Procedure Following Licensing Division Receipt of Objection

After we receive your objection, our licensing staff will prepare a report for review by the Licensing Director. The report will include your letter of objection, as well as any attachments and supporting documents you send. The Licensing Director will then decide to renew the liquor license, or to proceed with non-renewal.

4) Procedure if Board Does Not Renew License

If the Board decides not to renew a license, we will notify the licensee in writing, stating the reason for this decision. The licensee also has the right to request a hearing to contest non-renewal of their liquor license. RCW 66.24.010 (8)(d). If the licensee makes a timely request for a hearing, we will notify you.

The Board's Licensing Division will be required to present evidence at the hearing before an administrative law judge to support the non-renewal recommendation. You may present evidence in support of your objection or objections. The administrative law judge will consider all of the evidence and issue an initial order for the Board's review. The Board members have final authority to renew the liquor license and will enter a final order announcing their decision.

5) Procedure if Board Renews License Over Your Objection

If the Board decides to renew the license over your objection, you will be notified in writing. At that time, you may be given an opportunity to request a hearing. An opportunity for a hearing is offered at the Board's discretion. If a hearing is held, you will be responsible for presenting evidence before an Administrative Law Judge in support of your objection to license renewal. The Board's Licensing Division will present evidence in support of license renewal. The licensee may also participate and present evidence if the licensee desires. The administrative law judge will consider all of the evidence, and issue an initial order for the Board's review. The Board members have final authority to renew the liquor license and will enter a final order announcing their decision.

For questions about this process, contact the WSLCB Licensing Division at (360) 664-1600 or email us at localauthority@ps.lcb.wa.gov.

Sincerely,

Rebecca Smith

Rebecca Smith, Director,
Licensing and Regulation Division

LIQ 864 07/10

RECEIVED

FEB 13 2024

CITY OF TENINO

C091080-2

WASHINGTON STATE LIQUOR AND CANNABIS BOARD

DATE: 02/06/2024

LICENSED ESTABLISHMENTS IN INCORPORATED AREAS CITY OF TENINO
(BY ZIP CODE) FOR EXPIRATION DATE OF 20240531

LICENSEE	BUSINESS NAME AND ADDRESS	LICENSE NUMBER	PRIVILEGES
1. 1776 TENINO BAR, LLC	1776 237 SUSSEX AVE W TENINO WA 98589 9360	419017	SPIRITS/BR/WN REST LOUNGE +

RECEIVED

FEB 13 2024

CITY OF TENINO

CHECK REGISTER

City Of Tenino

Time: 15:39:17 Date: 02/13/2024

01/24/2024 To: 02/13/2024

Page: 4

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
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WE, the members of the City Council of the City of Tenino, Thurston County, Washington, DO HEREBY certify that the merchandise or services listed above have been received and that the above listed vouchers and the related checks have been reviewed and approved for payment by the Tenino City Council.

DATED this _____ day of _____ 2024.

Clerk/Treasurer

Mayor

Councilmember

Councilmember

Councilmember

Councilmember

Councilmember

CHECK REGISTER

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
544	02/13/2024	Claims	5	32139	Pitney Bowes Global Financial Svcs	171.88	
545	02/13/2024	Claims	5	32140	Pitney Bowes	1,021.20	
546	02/13/2024	Claims	5	32141	Puget Sound Energy	88,751.52	
547	02/13/2024	Claims	5	32142	Quill	269.99	
548	02/13/2024	Claims	5	32143	RTS Enviromental LLC	5,500.00	
549	02/13/2024	Claims	5	32144	Jessica Reeves-Rush	38.50	
550	02/13/2024	Claims	5	32145	Right Systems Inc	38,068.70	
551	02/13/2024	Claims	5	32146	Rochester Lumber	270.00	
552	02/13/2024	Claims	5	32147	Scheibmeir, Kelly & Nelson PS	1,520.12	
553	02/13/2024	Claims	5	32148	Southgate Fencing Inc	6,377.90	
554	02/13/2024	Claims	5	32149	Springbrook Holding Co LLC	5,246.58	
555	02/13/2024	Claims	5	32150	Tenino Food Bank Plus	2,870.39	
556	02/13/2024	Claims	5	32151	Tenino Marketfresh	850.91	
557	02/13/2024	Claims	5	32152	Tenino Telephone Co	1,833.35	
558	02/13/2024	Claims	5	32153	City Of Tenino	1,745.41	
559	02/13/2024	Claims	5	32154	Thoren Electric, LLC	5,867.90	
560	02/13/2024	Claims	5	32155	Thurston Co Auditor	2,525.74	
561	02/13/2024	Claims	5	32156	Thurston Co Economic Dev Council	3,125.00	
562	02/13/2024	Claims	5	32157	Thurston Co Emergency Mgt	279.83	
563	02/13/2024	Claims	5	32158	Thurston Co Health Dept	840.00	
564	02/13/2024	Claims	5	32159	Thurston Co Public Health & Social Serv	256.00	
565	02/13/2024	Claims	5	32160	Thurston Co Treasurer	15.82	
566	02/13/2024	Claims	5	32161	USA BlueBook	1,102.79	
567	02/13/2024	Claims	5	32162	Utilities Underground Location	13.20	
568	02/13/2024	Claims	5	32163	Verizon Wireless (Cell)	815.07	
569	02/13/2024	Claims	5	32164	WA State Dept of Health	1,372.40	
570	02/13/2024	Claims	5	32165	WA State Treasurer	747.92	
571	02/13/2024	Claims	5	32166	Wilson Parts Corporation	494.12	
572	02/13/2024	Claims	5	32167	Zumar Industries	242.61	
						147,712.37	001 General Government Fund #001
						1,302.58	002 Quarry Pool Fund #002
						20,379.79	101 City Street Fund #101
						138,351.84	310 Municipal Capital Imp Fund 310
						8,330.76	401 Water Fund
						40,279.98	410 Sewer Fund
						23,246.47	421 Sewer Capital Improvement Fund
						379,603.79	* Transaction Has Mixed Revenue And Expense Accounts
							Claims: 270,899.75
							Payroll: 108,704.04

CHECK REGISTER

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
462	02/07/2024	Payroll	5	EFT	AWC Benefits Trust	14,547.92	Pay Cycle(s) 01/20/2024 To 01/20/2024 - AWC Disability; Pay Cycle(s) 01/20/2024 To 01/20/2024 - AWC; Pay Cycle(s) 02/05/2024 To 02/05/2024 - AWC Disability; Pay Cycle(s) 02/05/2024 To 02/05/2024 - AWC
271	01/24/2024	Claims	5	32094	WA State Dept Of Ecology	85.00	
441	02/07/2024	Payroll	5	32095	Rebecca Anderson	3.24	Lnl Overpayments 2020-2022
442	02/07/2024	Payroll	5	32096	Robert A Auderer	13.38	Lnl Overpayments 2020-2022
443	02/07/2024	Payroll	5	32097	Christopher A Backus	17.35	Lnl Overpayments 2020-2022
444	02/07/2024	Payroll	5	32098	Tyler J Baker	35.56	Lnl Overpayments 2020-2022
445	02/07/2024	Payroll	5	32099	Miles Cannon	547.49	Lnl Overpayments 2020-2022
446	02/07/2024	Payroll	5	32100	Rene Durand	20.99	Lnl Overpayments 2020-2022
447	02/07/2024	Payroll	5	32101	Samantha L Garcia	60.34	Lnl Overpayments 2020-2022
448	02/07/2024	Payroll	5	32102	Brent L Gibbs	996.31	Lnl Overpayments 2020-2022
449	02/07/2024	Payroll	5	32103	Drew Johnson	763.06	Lnl Overpayments 2020-2022
450	02/07/2024	Payroll	5	32104	Aaron Lee	361.37	Lnl Overpayments 2020-2022
451	02/07/2024	Payroll	5	32105	Alec C McClelland	142.30	Lnl Overpayments 2020-2022
452	02/07/2024	Payroll	5	32106	Jason M Plaja	1,090.55	Lnl Overpayments 2020-2022
453	02/07/2024	Payroll	5	32107	Derrick Prosser	230.84	Lnl Overpayments 2020-2022
454	02/07/2024	Payroll	5	32108	Colby Russell	4.80	Lnl Overpayments 2020-2022
455	02/07/2024	Payroll	5	32109	Seth D Sharp	87.25	Lnl Overpayments 2020-2022
456	02/07/2024	Payroll	5	32110	Robert D Thornburg	62.32	Lnl Overpayments 2020-2022
463	02/07/2024	Claims	5	32111	Oaks Corporation	2,486.30	Removal of danger tree
517	02/13/2024	Claims	5	32112	ALS Group USA, Corp	955.00	
518	02/13/2024	Claims	5	32113	BHC Consultants	11,121.75	
519	02/13/2024	Claims	5	32114	Baxter's Carpet Cleaning	1,500.00	
520	02/13/2024	Claims	5	32115	Centralia OK Tire	76.12	
521	02/13/2024	Claims	5	32116	Cintas Corporation	136.21	
522	02/13/2024	Claims	5	32117	Corporate Payment Systems	1,983.71	
523	02/13/2024	Claims	5	32118	Correct Equipment	6,068.17	
524	02/13/2024	Claims	5	32119	Angela Cortez	150.00	
525	02/13/2024	Claims	5	32120	DPI Legal & Classified Publishing	406.55	
526	02/13/2024	Claims	5	32121	Doug Mah & Associates, LLC	2,300.00	
527	02/13/2024	Claims	5	32122	Sarah Gaden	387.00	
528	02/13/2024	Claims	5	32123	Gibbs & Olson Inc	18,449.15	
529	02/13/2024	Claims	5	32124	H D Fowler Co	21,896.65	
530	02/13/2024	Claims	5	32125	Beth Hull	150.00	
531	02/13/2024	Claims	5	32126	IDEXX Laboratories	5,720.30	
532	02/13/2024	Claims	5	32127	Joes Refuse	1,416.01	
533	02/13/2024	Claims	5	32128	Jones Septic	540.50	
534	02/13/2024	Claims	5	32129	LB#1086 Lakeside Industries	301.88	
535	02/13/2024	Claims	5	32130	Law Office of Richard L. Hughes PLLC	6,440.00	
536	02/13/2024	Claims	5	32131	Kamerrer & Bogdanovich P Law, Lyman, Daniel,	200.50	
537	02/13/2024	Claims	5	32132	LeMay Mobile Shredding	134.40	
538	02/13/2024	Claims	5	32133	Maria & Christopher Machado-Granison	400.00	
539	02/13/2024	Claims	5	32134	Mountain Mist Water	59.57	
540	02/13/2024	Claims	5	32135	N C Machinery	1,489.45	
541	02/13/2024	Claims	5	32136	Nisqually Indian Tribe	3.59	
542	02/13/2024	Claims	5	32137	Oaks Corporation	3,972.68	
543	02/13/2024	Claims	5	32138	Petersen Brothers Inc	9,834.41	

CHECK REGISTER

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
284	01/25/2024	Payroll	5	EFT	Timberland Bank	12,811.88	941 Deposit for Pay Cycle(s) 01/20/2024 - 01/20/2024
285	01/25/2024	Payroll	5	EFT	WA State Dept of Retirement Systems	410.00	Pay Cycle(s) 01/01/2024 To 01/31/2024 - Deffered Comp
290	01/25/2024	Payroll	5	EFT	WA Cares Fund Employment Security Dept	3,246.91	Pay Cycle(s) 07/20/2023 To 07/20/2023 - LTC; Pay Cycle(s) 08/05/2023 To 08/05/2023 - LTC; Pay Cycle(s) 08/20/2023 To 08/20/2023 - LTC; Pay Cycle(s) 09/05/2023 To 09/05/2023 - LTC; Pay Cycle(s) 09/20/2
291	01/25/2024	Payroll	5	EFT	Employment Security	1,660.20	Pay Cycle(s) 08/05/2023 To 08/05/2023 - PFML; Pay Cycle(s) 08/20/2023 To 08/20/2023 - PFML; Pay Cycle(s) 09/05/2023 To 09/05/2023 - PFML; Pay Cycle(s) 09/20/2023 To 09/20/2023 - PFML; Pay Cycle(s) 07/
334	01/30/2024	Payroll	5	EFT	Employment Security	1,991.21	Pay Cycle(s) 10/05/2023 To 10/05/2023 - PFML; Pay Cycle(s) 11/20/2023 To 11/20/2023 - PFML; Pay Cycle(s) 12/05/2023 To 12/05/2023 - PFML; Pay Cycle(s) 12/20/2023 To 12/20/2023 - PFML; Pay Cycle(s) 12/
364	02/05/2024	Payroll	5	EFT	Jeffrey A Eisel	136.86	
365	02/05/2024	Payroll	5	EFT	Linda Gotovac	182.48	
366	02/05/2024	Payroll	5	EFT	Effie E Klamn	228.10	
367	02/05/2024	Payroll	5	EFT	Jason A Lawton	91.24	
368	02/05/2024	Payroll	5	EFT	John J O'Callahan	228.10	
369	02/05/2024	Payroll	5	EFT	David A Watterson	1,368.61	
370	02/05/2024	Payroll	5	EFT	Robert A Auderer	2,788.79	
371	02/05/2024	Payroll	5	EFT	Veronica A Barnes	2,356.85	
372	02/05/2024	Payroll	5	EFT	Troy LK Cannon	3,390.14	
373	02/05/2024	Payroll	5	EFT	Rene Durand	2,293.63	
374	02/05/2024	Payroll	5	EFT	Brent L Gibbs	2,977.05	
375	02/05/2024	Payroll	5	EFT	Drew Johnson	3,470.01	
376	02/05/2024	Payroll	5	EFT	Aaron Lee	2,450.61	
377	02/05/2024	Payroll	5	EFT	Patrick H Maguire	2,450.54	
378	02/05/2024	Payroll	5	EFT	Alec C McClelland	2,619.34	
379	02/05/2024	Payroll	5	EFT	Cole Plaja	1,901.57	
380	02/05/2024	Payroll	5	EFT	Jason M Plaja	2,584.03	
381	02/05/2024	Payroll	5	EFT	Jessica Reeves-Rush	1,738.44	
382	02/05/2024	Payroll	5	EFT	Maria Rodriguez	2,214.32	
383	02/05/2024	Payroll	5	EFT	Jennifer N Scharber	2,593.10	
384	02/05/2024	Payroll	5	EFT	Courtney N Sheldon	1,765.16	
457	02/07/2024	Payroll	5	EFT	Timberland Bank	13,837.87	941 Deposit for Pay Cycle(s) 02/05/2024 - 02/05/2024
458	02/07/2024	Payroll	5	EFT	WA State Dept of Retirement Systems	15,931.93	Pay Cycle(s) 02/05/2024 To 02/05/2024 - Deffered Comp; Pay Cycle(s) 01/20/2024 To 02/05/2024 - PERS II; Pay Cycle(s) 01/20/2024 To 02/05/2024 - LEOFF II

File Attachments for Item:

8. UBM Contract

Recommended Action: Motion to approve UBM Contract

us for all personal property and other similar taxes and governmental charges associated with the ownership, possession or use of the Equipment when billed by the jurisdictions; or (2) remit to us each month our estimate of the pro-rated equivalent of such taxes and governmental charges. In the event that the Billing Period sums includes a separately stated estimate of personal property and other similar taxes, you acknowledge and agree that such amount represents our estimate of such taxes that will be payable with respect to the Equipment during the Term. As compensation for our internal and external costs in the administration of taxes related to each unit of Equipment, you agree to pay us a "Tax Administrative Fee" equal to \$12 per unit of Equipment per year during the Term, not to exceed the maximum permitted by applicable law. The Tax Administrative Fee, at our sole discretion, may be increased by an amount not exceeding 10% thereof for each subsequent year of the Term to reflect our increased cost of administration and we will notify you of any such increase by indicating such increased amount in the relevant invoice or in such other manner as we deem appropriate. We may take on your behalf any action required under this Agreement which you fail to take, and upon receipt of our invoice you will promptly pay our costs (including insurance premiums and other payments to affiliates), plus reasonable processing fees. Restrictive endorsements on checks you send to us will not reduce your obligations to us. We may charge you a return check or non-sufficient funds charge of \$25 for any check which is returned by the bank for any reason (not to exceed the maximum amount permitted by law). You agree to pay a monthly Fuel/Freight Fee, specified on page 1 of this Agreement, which will be remitted by us to the Supplier.

4. **LATE CHARGES.** For any payment which is not received within three (3) days of its due date, you agree to pay a late charge not to exceed the higher of 10% of the amount due or \$35 (not to exceed the maximum amount permitted by law) as reasonable collection costs.

5. **MAINTENANCE AND SERVICE; OWNERSHIP AND USE.** The Supplier identified on page 1 of this Agreement ("Supplier") has agreed to provide FULL SERVICE MAINTENANCE DURING NORMAL BUSINESS HOURS, INCLUDING ALL TONER, DEVELOPER AND PARTS NECESSARY TO PRODUCE IMAGES. YOU MUST PURCHASE COPIER PAPER AND STAPLES SEPARATELY. You acknowledge that: (a) the Supplier is solely responsible for all service maintenance of the Equipment set forth herein; (b) in the event that we assign this Agreement, our assignee (1) shall not be responsible for any service, repair or maintenance of the Equipment; and (2) will bill (on a pass through basis) on behalf of Supplier any applicable Excess Per Image Charges and the portion of the Minimum Payment attributable to service maintenance of the Equipment, whether "Service Only" or not; and (c) no assignee of us shall be a party to any service maintenance agreement. You agree to pay for service maintenance outside of the Supplier's normal business hours for service required by your negligence or misuse of the Equipment at Supplier's customary rates. We reserve a security interest in the Equipment to secure all of your obligations under this Agreement. We own the Equipment and you have the right to use the Equipment under the terms of this Agreement. If this Agreement is deemed to be a secured transaction, you grant us a first priority security interest in the Equipment to secure all of your obligations under this Agreement. We hereby assign to you all our rights under any manufacturer and/or supplier warranties, so long as you are not in default hereunder. You must keep the Equipment free of liens. You may not remove the Equipment from the address indicated on page 1 of this Agreement without first obtaining our approval. You agree to: (a) keep the Equipment in your exclusive control and possession; (b) use the Equipment in conformity with all insurance requirements, manufacturer's instructions and manuals; (c) keep the Equipment repaired and maintained in good working order and as required by the manufacturer's warranty and specifications; and (d) give us reasonable access to inspect the Equipment and its maintenance and other records. If any Equipment is designated "Service Only", you acknowledge and agree that: (1) we do not own such Equipment; (2) we are not providing such Equipment to you pursuant to the terms of this Agreement; (3) Supplier has agreed to provide full service maintenance of such Equipment pursuant to the terms outlined above; and (4) the portion of the Minimum Payment which relates to such Equipment includes only the full service maintenance of such Equipment and not the use or rental of the Equipment.

6. **INDEMNITY.** You are responsible for all losses, damages, claims, infringement claims, injuries and attorneys' fees and costs, including, without limitation, those incurred in connection with responding to subpoenas, third party or otherwise ("Claims"), incurred or asserted by any person, in any manner relating to the Equipment, including its use, condition or possession. You agree to defend and indemnify us against all Claims, although we reserve the right to control the defense and to select or approve defense counsel. This indemnity continues beyond the termination of this Agreement for acts or omissions which occurred during the Term of this Agreement. You also agree that this Agreement has been entered into on the assumption that we are the owner of the Equipment for U.S. federal income tax purposes and will be entitled to certain U.S. federal income tax benefits available to the owner of the Equipment. You agree to indemnify us for the loss of any U.S. federal income tax benefits resulting from the failure of any assumptions in this Agreement to be correct or caused by your acts or omissions inconsistent with such assumption or this Agreement. In the event of any such loss, we may increase the Minimum Payments and other amounts due to offset any such adverse effect.

7. **LOSS OR DAMAGE.** If any item of Equipment is lost, stolen or damaged you will, at your option and cost, either: (a) repair the item or replace the item with a comparable item reasonably acceptable to us; or (b) pay us the sum of: (i) all past due and current Minimum Payments, Excess Per Image Charges and other charges; (ii) the present value of all remaining Minimum Payments and other charges for the effected item(s) of Equipment, discounted at the rate of 6% per annum (or the lowest rate permitted by law, whichever is higher); and (iii) the Fair Market Value of the effected item(s) of Equipment. We will then transfer to you all our right, title and interest in the effected item(s) of Equipment AS-IS AND WHERE-IS, WITHOUT ANY WARRANTY AS TO CONDITION, TITLE OR VALUE. Insurance proceeds shall be applied toward repair, replacement or payment hereunder, as applicable. In this Agreement, "Fair Market Value" of the Equipment means its fair market value at the end of the Term, assuming good order and condition (except for ordinary wear and tear from normal use), as estimated by us. No such loss or damage shall relieve you of your payment obligations hereunder.

8. **INSURANCE.** You agree, at your cost, to: (a) keep the Equipment insured against all risks of physical loss or damage for its full replacement value, naming us as loss payee; and (b) maintain public liability insurance, covering personal injury and Equipment damage for not less than \$300,000 per occurrence, naming us as additional insured. The policy must be issued by an insurance carrier acceptable to us, must provide us with not less than 15 days' prior written notice of cancellation, non-renewal or amendment, and must provide deductible amounts acceptable to us. If you do not provide acceptable insurance, we have the right but no obligation to obtain insurance covering our interest (and only our interest) in the Equipment for the Agreement Term and any renewals. Any insurance we obtain will not insure you against third party or liability claims and may not be cancelled at any time. In the event that we elect to obtain such insurance, you will be required to pay us an additional amount each Billing Period for the cost of such insurance and an administrative fee, the cost of which insurance and administrative fee may be more than the cost to obtain your own insurance and on which we may make a profit.

9. **DEFAULT.** You will be in default under this Agreement if: (a) you fail to remit to us any payment within ten (10) days of the due date or breach any other obligation under this Agreement; (b) a petition is filed by or against you or any guarantor under any bankruptcy or insolvency law; (c) any representation made by you is false or misleading in any material respect; (d) you become insolvent, are liquidated or dissolved, merge, transfer a material portion of your ownership interest or assets, stop doing business, or assign rights or property for the benefit of creditors; or (e) you default under any other agreement with us or our assignees.

10. **REMEDIES.** If you default, we may do one or more of the following: (a) recover from you, AS LIQUIDATED DAMAGES FOR LOSS OF BARGAIN AND NOT AS A PENALTY, the sum of: (i) all past due and current Minimum Payments, Excess Per Image Charges and other charges; (ii) the present value of all remaining Minimum Payments, Excess Per Image Charges and other charges, discounted at the rate of 6% per annum (or the lowest rate permitted by law, whichever is higher); and (iii) the Fair Market Value of the Equipment; (b) declare any other agreements between us in default; (c) require you to return all of the Equipment in the manner outlined in Section 11, or take possession of the Equipment, in which case we shall not be held responsible for any losses directly or indirectly arising out of, or by reason of the presence and/or use of any and all proprietary information residing on or within the Equipment, and to lease or sell the Equipment or any portion thereof, and to apply the proceeds, less reasonable selling and administrative expenses, to the amounts due hereunder; (d) charge you interest on all amounts due us from the due date until paid at the rate of 1-1/2% per month, but in no event more than the lawful maximum rate; and (e) charge you for expenses incurred in connection with the enforcement of our remedies including, without limitation, repossession, repair and collection costs, attorneys' fees and court costs. These remedies are cumulative, are in addition to any other remedies provided for by law, and may be exercised concurrently or separately. Any failure or delay by us to exercise any right shall not operate as a waiver of any other right or future right.

11. **END OF TERM OPTIONS; RETURN OF EQUIPMENT.** If you are not in default, at least 30 days prior to the end of the Term (or the Renewal Term) you shall give us written notice of your intention at the end of the Term (or the Renewal Term) which election cannot be revoked, to return all, but not less than all, of the Equipment. IF YOU FAIL TO PROVIDE US WITH SUCH 30 DAY PRIOR WRITTEN NOTICE, OR HAVING NOTIFIED US, YOU FAIL TO RETURN THE EQUIPMENT, THE TERM OF THIS AGREEMENT SHALL AUTOMATICALLY RENEW ON A MONTH-TO-MONTH BASIS (THE "RENEWAL TERM") and all of the provisions of this Agreement shall continue to apply, including, without limitation, your obligations to remit Minimum Payments, Excess Per Image Charges and other charges, until all of the Equipment is returned to us (either because we demand return of the Equipment or you decide to return the Equipment). If you are in default, (or a non-appropriation of funds occurs) or at the end of the Term (or the Renewal Term), you shall: (1) return all of the Equipment, freight and insurance prepaid at your cost and risk, to wherever we indicate in the continental United States, with all manuals and logs, in good order and condition (except for ordinary wear and tear from normal use), packed per the shipping company's specifications; and (2) securely remove all data from any and all disk drives or magnetic media prior to returning the Equipment (and you are solely responsible for selecting an appropriate removal standard that meets your business needs and complies with applicable laws). You will pay us for any loss in value resulting from the failure to maintain the Equipment in accordance with this Agreement or for damages incurred in shipping and handling.

12. **ASSIGNMENT.** You may not assign or dispose of any rights or obligations under this Agreement or sublease the Equipment without our prior written consent. We may, without notifying you: (a) assign all or any portion of this Agreement or our interest in the Equipment; and (b) release information we have about you and this Agreement to the manufacturer, Supplier or any prospective investor, participant or purchaser of this Agreement. If we do make an assignment under subsection 12(a) above, our assignee will have all of our rights under this Agreement, but none of our obligations. You agree not to assert against our assignee claims, offsets or defenses you may have against us.

13. **MISCELLANEOUS.** Notices must be in writing and will be deemed given five (5) days after mailing to your (or our) business address. You represent that (a) you are the entity indicated in this Agreement; (b) any documents required to be delivered in connection with this Agreement (collectively, the "Documents") have been duly authorized by you in accordance with all applicable laws, rules, ordinances and regulations; (c) the Documents are valid, legal, binding agreements, enforceable in accordance with their terms and the person(s) signing the Documents have the authority to do so, are acting with the full authorization of your governing body, and hold the offices indicated below their signatures; (d) the Equipment is essential to the immediate performance of a governmental or proprietary function by you within the scope of your authority and shall be used during the Term only by you and only to perform such function; (e) you intend to use the Equipment for the entire Term and shall take all necessary action to include in your annual budget any funds required to fulfill your obligations each fiscal period during the Term; (f) you have complied fully with all applicable law governing open meetings, public bidding and appropriations, required in connection with this Agreement and the debt under applicable state law; (g) your obligations to remit Minimum Payments under this Agreement constitutes a current expense and not a debt under applicable state law; (h) this Agreement is binding on you and your successors and assigns; and (i) all financial information you have provided is true and a reasonable representation of your financial condition. This Agreement: (i) constitutes the entire agreement of the parties with respect to the subject matter thereof; (ii) supersedes all other writings, communications, understandings, agreements, purchase orders, solicitation documents (including, without limitation, any request for proposal and responses thereto and other related documents (together, the "Bid Documents")) and representations, express or implied ("Prior Understandings"), and may not be contradicted or amended by Prior Understandings; and (iii) may be amended or modified only by written documents duly authorized, executed and delivered by the parties. This Agreement is binding on you and your successors and assigns. You authorize us, our agent or our assignee to: (a) obtain credit reports and make credit inquiries; (b) furnish your information, including credit application, payment history and account information, to credit reporting agencies and our assignees, potential purchasers or investors, and parties having an economic interest in this Agreement or the Equipment, including, without limitation, the seller, Supplier or any manufacturer of the Equipment; and (c) you irrevocably grant us the power to prepare, sign on your behalf (if applicable), and file, electronically or otherwise, Uniform Commercial Code ("UCC") financing statements and any amendments thereto or continuation thereof relating to the Equipment, and containing any other information required by the applicable UCC. Any claim you have against us must be made within two (2) years after the event which caused it. If a court finds any provision of this Agreement to be unenforceable, all other terms shall remain in effect and enforceable. You authorize us to insert or correct missing information on this Agreement, including your proper legal name, serial numbers and any other information describing the Equipment. If you so request, and we permit the early termination of this Agreement, you agree to pay a fee for such privilege. THE PARTIES INTEND THIS TO BE A "FINANCE LEASE" UNDER ARTICLE 2A OF THE UCC. YOU WAIVE ALL RIGHTS AND REMEDIES CONFERRED UPON A LESSEE BY ARTICLE 2A OF THE UCC. YOU FURTHER HEREBY ACKNOWLEDGE AND AGREE THAT WE AND/OR THE SUPPLIER MAY MAKE A PROFIT ON ANY AND ALL FEES REFERENCED HEREIN AND, IN SO DOING WAIVE ANY AND ALL CLAIM WHICH YOU MAY HAVE FOR UNJUST ENRICHMENT. We may receive compensation from the manufacturer and/or Supplier of the Equipment in order to enable us to reduce the cost of this Agreement below what we otherwise would charge. If we received such compensation, the reduction in the cost of this Agreement is reflected in the Minimum Payment.

14. **ELECTRONIC TRANSMISSION OF DOCUMENTATION.** This Agreement may be executed in counterparts. The executed counterpart which has our original signature and/or is in our possession shall constitute chattel paper as that term is defined in the UCC and shall constitute the original agreement for all purposes, including, without limitation: (i) any hearing, trial or proceeding with respect to this Agreement; and (ii) any determination as to which version of this Agreement constitutes the single true original item of chattel paper under the UCC. If you sign and transmit this Agreement to us by facsimile or other electronic transmission, the transmitted copy shall be binding upon the parties. You agree that the facsimile or other electronic transmission of this Agreement manually signed by us, when attached to the facsimile or other electronic copy signed by you, shall constitute the original agreement for all purposes. The parties further agree that, for purposes of executing this Agreement, and subject to our prior approval and at our sole discretion: (a) a document signed and transmitted by facsimile or other electronic transmission shall be treated as an original document; (b) the signature of any party on such document shall be considered as an original signature; (c) the document transmitted shall have the same effect as a counterpart thereof containing original signatures; and (d) at our request, you, who executed this Agreement and transmitted its signature by facsimile or other electronic transmission shall provide the counterpart of this Agreement containing your original manual signature to us. No party may raise as a defense to the enforcement of this Agreement that a facsimile or other electronic transmission was transmitted by a party to this Agreement.



Maintenance Agreement

United Business Machines of Washington, Inc.
 11050 118th Place NE Kirkland, WA 98033
 (P) 800-544-4120 (F) 425-827-2672
 www.ubmofwa.com

Customer Information

Bill To: Wells Fargo
Ship To: City of Tenino
 149 S. Hodgen
 Tenino, WA 98589
AP Contact: Jen Scharber, Treasurer
 360-264-2368
 jscharber@cityoftenino.org
EQ Contact: Jen Scharber, Treasurer
 360-264-2368
 jscharber@cityoftenino.org

EQUIPMENT / COVERAGE / TERMS

Program Type: Full **Meter Collection Method:** FM Audit
Contract Start Date: Same as lease **Base Billing Cycle:** Monthly **Lease Reference #:** See Notes
Contract End Date: Same as lease **Additional Image Cycle:** Monthly **Base Cost:** NA

Model	Serial Number	ID #	Start Meter	Type	Base Allowance	Additional Images
Kyocera TA4054ci			0	B & W	2,500	\$0.012000
			0	Color	1,000	\$0.065000
				B & W		
				Color		
				B & W		
				Color		
				B & W		
				Color		
				B & W		
				Color		

Special Instructions / Notes

Lease number 450-0124903-000

AUTHORIZATION

By signing this Contract, you agree and acknowledge: (1) this is a binding contract and it is NON-CANCELABLE; (2) you have read and fully understand the terms and conditions printed on the reverse side; (3) no verbal, or implied changes will be valid unless identified on this contract. By executing this agreement, I acknowledge that I have read and fully understand this agreement and certify that I am authorized to execute this agreement.

Authorized Customer Signature _____ Title _____ Date _____ Print Name _____

UBM Authorized Signature _____ Title _____ Date _____ Print Name _____

Service & Supply Contract Terms and Conditions

AGREEMENT: References made to "UBM" or "Seller" shall mean United Business Machines of Washington, Inc., its' subsidiaries and any registered trade names. References made to "You", "Your" or "Customer" shall mean the entity listed on this contract or invoice. You appoint UBM and UBM accepts the appointment to provide the services described in this contract, with respect to the equipment listed on this contract or as listed on an attached equipment schedule.

TERMS: This contract shall be in effect upon customer's execution which is described as signature, payment or receipt of material goods or services. The initial term of this agreement shall be one (1) year commencing as of the date hereof. Thereafter, the term of this agreement shall automatically renew for successive one year terms unless one party provides written notice to the other party at least thirty (30) days in advance of the end of the then existing term that they do not wish to renew the term of this agreement.

PAYMENT: Payments for services provided under this contract will be made in advance or in accordance with the agreed upon billing cycle. All payments will be due thirty (30) days from the invoice date. Customer agrees to pay UBM the minimum payment as agreed upon, as well as for any additional images produced under this agreement in accordance with the agreed upon billing cycle. UBM may increase the service rate each year during any term by an amount not to exceed 10% of such charge.

FULL CONTRACT COVERAGE: UBM agrees to provide the following: (a) Parts found defective or worn as a result of normal equipment use; (b) Labor to repair and properly maintain the equipment; (c) Performance of all preventative maintenance at intervals specified by the manufacturer or by UBM; (d) Replacement of photoconductors and other consumable items found defective or worn as a result of normal use; (e) Toner in accordance with manufacture's yields; (f) Factory recommended retrofits and updates; (g) Provision of loaner equipment, at no extra charge, in the event the equipment cannot be repaired within three (3) business days or requires shop work to repair.

INCLUSIVE CONTRACT COVERAGE: UBM agrees to provide the following: (a) Parts found defective or worn as a result of normal equipment use; (b) Labor to repair and properly maintain the equipment; (c) Performance of all preventative maintenance at intervals specified by the manufacturer or by UBM; (d) Replacement of photoconductors and other consumable items found defective or worn as a result of normal use; (e) Factory recommended retrofits and updates.

STANDARD CONTRACT COVERAGE: UBM agrees to provide the following: (a) Parts found defective or worn as a result of normal equipment use; (b) Labor to repair and properly maintain the equipment; (c) Factory recommended retrofits and updates.

BASIC CONTRACT COVERAGE: UBM agrees to provide the following: (a) Labor to repair and properly maintain the equipment; (b) Factory recommended retrofits and updates.

For all contracts identified above, service may include reasonable use of Customer's image allotments and materials for repair. If applicable, items included in the contract including toner, will be supplied based upon the manufacturer's yield, excess usage of any item may be billed to You at UBM's current retail price. Service performed by UBM under this Agreement will be performed during the hours of 8 a.m. to 5 p.m., Monday through Friday, excluding holidays. All parts are furnished on an exchange basis; replaced parts become the property of UBM. If a contract is not renewed, Customer is responsible for returning all unused supplies to any UBM office location. If supplies are not returned within 30 days of non-renewal, UBM will invoice Customer for the retail value of supplies.

EXCLUSIONS: The following items are excluded from all contracts except as otherwise specified: (a) Paper, staples, and network support; (b) The repair of damage or the replacement of maintenance parts caused by accident, disaster, neglect, abuse or misuse of the machine; (c) The use of parts, supplies, components, modifications or personnel to affect repairs on the machine not approved by UBM as 'suitable' for your particular machine(s); (d) Transportation or re-location; (e) Re-location of machine(s) outside UBM authorized servicing area; (f) Service calls caused by any additions to, or changes to the customer's computer or network environment. Customer's network is defined as anything on the network side of the cable connecting the machine to the local area network. If customer network service is required, those services can be provided by UBM on a billable basis at the prevailing hourly rate.

STANDARD LIMITED WARRANTY: UBM warrants new equipment to be free of defect in materials and workmanship for a period of 90 days from installation. This warranty does not extend to replacement of supply items or consumables. For purposes of this paragraph, new equipment shall be defined as equipment with usage up to 10,000 total images.

RESPONSE TIME: UBM guarantees a four hour average response time for emergency services on equipment that is within a forty mile driving distance of any UBM office (excludes equipment located on islands or requiring ferry travel). If UBM does not achieve the guaranteed response time for the current contract term, upon written request, Customer will receive up to a \$100.00 credit towards Customer's future service or supply purchase from UBM.

SENSITIVE DATA: Customer shall make arrangements to protect or remove sensitive and private data that may become stored on Customer's equipment. While UBM may provide options for data removal and protection, Customer is solely responsible for selecting an appropriate data removal standard that meets Customer's business needs. UBM is not recommending any particular option, and UBM is not liable for damages arising from Customer's failure to fully remove and protect its data. Please note that regardless of which standard Customer chooses, Customer must return leased equipment in full working order at the end of any lease term.

MISCELLANEOUS: This contract shall be governed by and construed in accordance with State of Washington law, without giving effect to any principle of conflicts of law or choice of law that would otherwise make the law of any other jurisdiction govern this contract. Any liability that would result in doing business under the terms of this contract will in all cases be limited to the amount paid by the customer to UBM. The parties agree that the venue for any legal action arising out of the contract shall be in King County, Washington. In the event of collections, litigation or other proceedings by seller to enforce or defend any term or provision of this contract, customer agrees to pay all costs and expenses sustained by seller, including but not limited to, collection fees and reasonable attorney's fees. Seller may assign its rights and obligations under this contract without obtaining your permission. Limits of liability shall not exceed the total compensation received under this contract.

YOUR OBLIGATIONS: Throughout the term of this contract you shall (1) monitor the machine operation and notify UBM if you determine that the equipment is in need of repair (2) permit UBM to enter the property where the equipment is located to inspect it at any reasonable time (3) provide UBM with a reasonable amount of space to make necessary inspections or repairs (4) supply required electrical power (5) take responsibility for the daily maintenance of equipment, to include (a) replacing toner and waste toner bottle as needed (b) keeping the glass clean (c) having proper supply inventory (d) removal of occasional paper mis-feeds and provide UBM with accurate meter readings for billing. If you do not supply UBM with the requested meter information, or use UBM's approved meter collection software, UBM will estimate your meters, or send a UBM representative to your location to retrieve the information at your expense.

EQUIPMENT DESCRIPTION		
Equipment MFG Model & Description	Serial Number	Accessories
Kyocera TASKalfa 4054ci		DP7160,DF7140,BF730 Fax Sys 12,Stand
<input type="checkbox"/> See attached schedule for additional Equipment / Accessories		

Billing Address: 149 S. Hodgen, Tenino WA 98589
 Equipment Location: Same

SUPPLIER	TRANSACTION TERMS
United Business Machines of Washington, Inc. 11050 118 th Place NE Kirkland, WA 98033	Term: 60 (months) Minimum Monthly Payment: \$420.00 (plus applicable taxes) Excess Per Image Billing Preference (monthly if not checked) <input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Semi-Annually <input type="checkbox"/> Annually Document Fee: \$75.00 (included on first invoice) Supplier Fuel/Freight Fee: \$0.00 per month (Not to exceed \$75.00 per month) The following additional payments are due on the date this Agreement is signed by you: Advance Payment: \$0.00 (plus applicable taxes) Applied to: <input type="checkbox"/> First <input type="checkbox"/> Last

Image Type	Minimum Number of Images	Excess Per Image Charge
Black and White	2,500	.012
Color	1,000	.065

YOU HAVE SELECTED THE EQUIPMENT, THE SUPPLIER AND ITS REPRESENTATIVES ARE NOT AGENTS OF ANY ASSIGNEE OF OWNER AND ARE NOT AUTHORIZED TO MODIFY THE TERMS OF THIS AGREEMENT. YOU ARE AWARE OF THE NAME OF THE MANUFACTURER OF EACH ITEM OF EQUIPMENT AND YOU WILL CONTACT EACH MANUFACTURER FOR A DESCRIPTION OF YOUR WARRANTY RIGHTS. WE MAKE NO WARRANTIES TO YOU, EXPRESS OR IMPLIED, AS TO THE MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SUITABILITY OR OTHERWISE. WE PROVIDE THE EQUIPMENT TO YOU AS-IS. YOU AGREE TO USE THE EQUIPMENT ONLY IN THE LAWFUL CONDUCT OF YOUR BUSINESS, AND NOT FOR PERSONAL, HOUSEHOLD OR FAMILY PURPOSES. WE SHALL NOT BE LIABLE FOR CONSEQUENTIAL OR SPECIAL DAMAGES. WE MAKE NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE LEGAL, TAX OR ACCOUNTING TREATMENT OF THIS AGREEMENT AND YOU ACKNOWLEDGE THAT WE ARE AN INDEPENDENT CONTRACTOR AND NOT A FIDUCIARY OF CUSTOMER. YOU WILL OBTAIN YOUR OWN LEGAL, TAX AND ACCOUNTING ADVICE RELATED TO THIS AGREEMENT AND WILL MAKE YOUR OWN DETERMINATION OF THE PROPER AGREEMENT TERM FOR ACCOUNTING PURPOSES. EXCEPT TO THE EXTENT PROVIDED IN SECTION 2, YOUR PAYMENT OBLIGATIONS ARE ABSOLUTE AND UNCONDITIONAL AND ARE NOT SUBJECT TO CANCELLATION, REDUCTION OR SETOFF FOR ANY REASON WHATSOEVER. BOTH PARTIES AGREE TO WAIVE ALL RIGHTS TO A JURY TRIAL. THIS AGREEMENT SHALL BE DEEMED FULLY EXECUTED AND PERFORMED IN THE STATE OF CUSTOMER'S PRINCIPAL PLACE OF BUSINESS AND SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH SUCH LAWS. YOU HEREBY IRREVOCABLY SUBMIT GENERALLY AND UNCONDITIONALLY TO THE JURISDICTION OF ANY SUCH COURT SO ELECTED BY THE OWNER OR ITS ASSIGNEE IN RELATION TO SUCH MATTERS. TO HELP THE GOVERNMENT FIGHT THE FUNDING OF TERRORISM AND MONEY LAUNDERING ACTIVITIES, FEDERAL LAW REQUIRES ALL FINANCIAL INSTITUTIONS TO OBTAIN, VERIFY AND RECORD INFORMATION THAT IDENTIFIES EACH PERSON WHO OPENS AN ACCOUNT. WHAT THIS MEANS TO YOU: WHEN YOU OPEN AN ACCOUNT, WE WILL ASK FOR YOUR NAME, ADDRESS AND OTHER INFORMATION THAT WILL ALLOW US TO IDENTIFY YOU. WE MAY ALSO ASK TO SEE IDENTIFYING DOCUMENTS. BY SIGNING THIS AGREEMENT, YOU ACKNOWLEDGE RECEIPT OF PAGES 1 AND 2 OF THIS AGREEMENT AND AGREE TO THE TERMS OF PAGES 1 AND 2. ORAL AGREEMENTS OR COMMITMENTS TO LOAN MONEY, EXTEND CREDIT OR TO FORBEAR FROM ENFORCING REPAYMENT OF A DEBT INCLUDING PROMISES TO EXTEND OR RENEW SUCH DEBT ARE NOT ENFORCEABLE. TO PROTECT YOU AND US FROM MISUNDERSTANDING OR DISAPPOINTMENT, ANY AGREEMENTS WE REACH COVERING SUCH MATTERS ARE CONTAINED IN THIS WRITING, WHICH IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN US, EXCEPT AS WE MAY LATER AGREE IN WRITING TO MODIFY IT.

TERMS AND CONDITIONS

1. **COMMENCEMENT OF AGREEMENT.** Commencement of this Agreement and acceptance of the Equipment shall occur upon delivery of the Equipment to you ("Commencement Date"). To the extent that the Equipment includes intangible property or associated services such as periodic software licenses and prepaid database subscription rights, such intangible property shall be referred to as "Software". You understand and agree that we have no right, title or interest in the Software and you will comply throughout the Term of this Agreement with any license and/or other agreement ("Software License") entered into with the supplier of the Software ("Software Supplier"). You are responsible for entering into any Software License with the Software Supplier no later than the Commencement Date of this Agreement. You agree to inspect the Equipment upon delivery and verify by telephone or in writing such information as we may require. The Equipment is accepted by you under this Agreement unless you notify us within three (3) days of delivery that you do not accept the Equipment and specify the defect or malfunction. In that event, we will replace the defective item of Equipment or cancel this Agreement and you will assume all our rights under any purchase order or agreement entered into by us to buy the Equipment. If you signed a purchase order or similar agreement for the purchase of the Equipment, by signing this Agreement you assign to us all of your rights, but none of your obligations under it. All attachments, accessories, replacements, replacement parts, substitutions, additions and repairs to the Equipment shall form part of the Equipment under this Agreement.

2. **IMAGE CHARGES.** Each month during the Term of this Agreement, you agree to remit to us the Minimum Monthly Payment ("Minimum Payment") and all other sums when due and payable at the address we provide to you from time to time. In return for the Minimum Payment, you are entitled to produce the Minimum Number of Images for each applicable Image Type each month. You agree that you will remit payments to us in the form of company checks (or personal checks in the case of sole proprietorships), direct debit or wires only. You also agree cash and cash equivalents are not acceptable forms of payment for this Agreement and that you will not remit such forms of payment to us. Payment in any other form may delay processing or be returned to you. Furthermore, only you or your authorized agent as approved by us will remit payments to us. Minimum Payments will include any freight, delivery, installation and other expenses we finance on your behalf at your request. You also agree to pay us the applicable Excess Per Image Charge (plus applicable taxes) for each metered image that exceeds the applicable Minimum Number of Images. We may estimate the number of images produced if you do not provide us with meter readings within seven (7) days of request. We will adjust the estimated charge for excess images upon receipt of actual meter readings. Notwithstanding any adjustments, you will never pay us less than the Minimum Payment. You agree that after the first twelve (12) months of the Term (or any extension or renewal) of this Agreement, and at the end of each following twelve (12) month period thereafter, the Minimum Payments and Excess Per Image Charges may be increased by an amount equal to the lesser of: (a) up to 15% of the Minimum Payments and Excess Per Image Charges in effect at the end of the prior twelve (12) month period; or (b) the maximum percentage permitted by applicable law. At our option, you will: (a) provide us by telephone or facsimile the actual meter readings when requested by us; (b) provide us (or our agent) access to the Equipment to obtain meter readings; or (c) allow us (or our agent) to attach an automatic meter reading device to the Equipment. We may audit any automatic meter reading device periodically. Minimum Payments are due whether or not you receive an invoice. If you have a dispute with the Supplier regarding the Equipment or any service, repair or maintenance of the Equipment (including without limitation, any Equipment designated "Service Only"), you shall continue to pay us all Minimum Payments and Excess Per Image Charges without deduction or withholding of any amounts. You authorize us to adjust the Minimum Payments by not more than 15% to reflect any reconfiguration of the Equipment or adjustments to reflect applicable sales taxes or the cost of the Equipment by the manufacturer and/or Supplier.

NON-APPROPRIATION OF FUNDS. You intend to remit to us all Minimum Payments and other payments for the full Term if funds are legally available. In the event you are not granted an appropriation of funds at any time during the Term for the Equipment or for equipment which is functionally similar to the Equipment and operating funds are not otherwise available to you to pay Minimum Payments and other payments due and to become due under this Agreement, and there is no other legal procedure or available funds by or with which payment can be made to us, and the non-appropriation did not result from an act or omission by you, you shall have the right to return the Equipment in accordance with Section 11 of this Agreement and terminate this Agreement on the last day of the fiscal period for which appropriations were received without penalty or expense to you, except as to the portion of the Minimum Payments for which funds shall have been appropriated and budgeted. At least thirty (30) days prior to the end of your fiscal period, your chief executive officer (or legal counsel) shall certify in writing that: (a) funds have not been appropriated for the fiscal period; (b) such non-appropriation did not result from any act or failure to act by you; and (c) you have exhausted all funds legally available to pay Minimum Payments. If you terminate this Agreement because of a non-appropriation of funds, you may not purchase, lease or rent, during the subsequent fiscal period, equipment performing the same functions as, or functions taking the place of, those performed by the Equipment provided, however, that these restrictions shall not be applicable if or to the extent that the application of these restrictions would affect the validity of this Agreement. This Section 2 shall not permit you to terminate this Agreement in order to acquire any other Equipment or to allocate funds directly or indirectly to perform essentially the application for which the Equipment is intended.

3. **OTHER CHARGES.** You agree to: (a) pay all assessments, taxes and charges governmentally imposed upon Owner's purchase, ownership, possession, leasing, renting, operation, control or use and pay all premiums and other costs of insuring the Equipment; (b) reimburse us for all costs and expenses incurred in enforcing this Agreement; and (c) pay all other costs and expenses for which you are obligated under this Agreement. NOTWITHSTANDING THE FACT THAT YOU MAY BE EXEMPT FROM THE PAYMENT OF PERSONAL PROPERTY TAXES, you acknowledge that as the owner of the Equipment, we may be required to pay property taxes, and you agree, at our discretion, to either: (1) reimburse

OWNER ("We", "Us")	CUSTOMER ("You")
United Business Machines of Washington, Inc.	City of Tenino (Customer Full Legal Name)
By: X _____ Name: _____ Title: _____ Date: _____	By: X _____ Name: _____ Title: _____ Date: _____ Federal Tax ID: _____

Sale Agreement Terms and Conditions

Acceptance: References made to "UBM" or "Seller" shall mean United Business Machines of Washington, Inc., its' subsidiaries and any registered trade names. References made to "You", "Your" or "Customer" shall mean the entity listed on this contract. Seller agrees to sell You and You agree to buy from Seller the item(s) listed on this contract in accordance with the terms and conditions set forth. Your signature or payment indicates you have read the Sale Agreement and agree to all of the terms and conditions set forth.

Terms: This is a binding agreement and is not subject to cancellation or trial basis. This Sale Agreement shall not be modified or amended unless agreed upon in writing by an Officer of both the Seller, the Customer and/or the Leasing Company if applicable. No verbal changes or additions will be valid.

Payment: Unless otherwise provided, the payment terms of the Sale Agreement are net ten (10) days of invoice. Title to all goods and equipment shall remain with Seller until payment has been made in full by You or by the Leasing Company (if the equipment is being leased through an approved UBM lender). Seller agrees to provide reasonable assistance for the Customer to finance the purchase of the equipment and or software, however, Customer acknowledges that Seller cannot guarantee financing. In the event that neither UBM nor the Customer can secure financing for the equipment, it is understood that the Customer is responsible for payment of the equipment listed on the Sale Agreement. In the event You neglect or refuse to pay the full purchase price when due, Seller may take reasonable actions to collect the amount due or take back possession of the described equipment and its supplies. If it is determined that the equipment is to be removed from Your office due to non-payment, UBM will enforce a 25% restocking fee of the agreed upon selling price.

Delivery: UBM will deliver and install the equipment at the location identified on this contract. Your execution of UBM Delivery and Acceptance form will constitute Your acceptance of the equipment and acknowledgment that the equipment is in good working order. If necessary, Seller may deliver and install the equipment in installments.

Default: If You default in the performance of any of Your obligations under this contract or any other contract with Seller, Seller may, (a) enforce this contract, (b) recover damages for default or (c) exercise any other remedy available by law. If Seller refers this contract to an attorney or collections agency, you agree to pay Seller's reasonable attorney's fees, actual court costs and collection fees.

Disclaimer: Customer acknowledges that the equipment described on the reverse side may use a HDD or similar type of storage device to process information and therefore, sensitive or privileged information may be retained in whole or in part with the device. Customer shall make arrangements to protect or remove sensitive and private data that may become stored on Customer's equipment. While UBM may provide options for data removal and protection, Customer is solely responsible for selecting an appropriate data removal method that meets Customer's business needs. UBM is not recommending any particular option, and UBM is not liable for damages arising from Customer's failure to fully remove and protect its data. Please note that regardless of which method Customer chooses, if any, and the equipment has been leased through an approved UBM lender, Customer must return leased equipment in full working order at the end of any lease term. Seller shall have no liability if said information is breached at any time, including after Customer disposed of, traded in, returns equipment to leasing company or transfers ownership to another entity.

Miscellaneous: Customer shall bear all risk of theft, loss, or damage not caused by Seller's employees or agents, to all goods installed under this Sale Agreement. Customer agrees to indemnify, defend, and hold harmless Seller, its officers, directors, employees and agents from all loss, liability, claims or expenses (including reasonable attorney's fees) arising or Customers use of the goods, including but not limited to liabilities arising from bodily injury, including death, or property damage to any person. Any liability that would result in doing business under the terms of this contract will in all cases be limited to the amount paid by the Customer to UBM. Seller may assign its rights and obligations under this contract without obtaining your permission. Customer shall not assign their obligations without the written consent of the Seller or the UBM approved leasing company (if applicable). You represent that You are purchasing the equipment for business purposes only and not for individual, family or household purposes.

Governing Law: This contract shall be governed by and construed in accordance with State of Washington law, without giving effect to any principle of conflicts of law or choice of law that would otherwise make the law of any other jurisdiction govern this contract. The parties agree that the venue for any legal action arising out of the contract shall be in King County, Washington. In the event of collections, litigation or other proceedings by Seller to enforce or defend any term or provision of this contract, Customer agrees to pay all costs and expenses sustained by Seller, including but not limited to reasonable attorney's fees. If any provision of this agreement shall be unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from this agreement and shall not affect the validity and enforceability of the remaining provisions of this agreement.

File Attachments for Item:

9. Agreement with Chehalis Tribal Jail

Recommended Action: Motion to approve agreement with Chehalis Tribal Jail.

CHEHALIS TRIBAL JAIL SERVICE AGREEMENT

THIS AGREEMENT is made and entered into by and between the Confederated Tribes of the Chehalis Reservation, a Federally Recognized Indian Tribe, hereinafter referred to as "Chehalis" and City of Tenino, a Federally-Recognized Indian Tribe hereinafter referred to as "Customer." The purpose of this Agreement is to establish the terms and conditions for the housing of Prisoners of Customer in the Chehalis Tribal Jail.

THE PARTIES HEREBY AGREE as follows:

1. DEFINITIONS. For the purposes of this Agreement, the terms listed below are defined as follows:

- A. "Day" means the period beginning at 12:00 A.M. and ending at 11:59:59 P.M., Pacific Time, or any portion thereof.
- B. "Direct Care services" means medical and dental services which are deemed eligible for payment by the Indian Health Service under federal law and the rules of the Indian Health Service and which are delivered to eligible Prisoners by the Chehalis Tribal Wellness Center or any other Chehalis tribal medical facility.
- C. "Facility" means the Chehalis Tribal Jail.
- D. "Jail Services" means the provision of room and board.
- E. "Prisoner" means any person arrested by, sentenced by the court of, or held under the authority of any law or ordinance of Customer.

2. JAIL SERVICES. Subject to the terms of this Agreement, Chehalis will provide Jail Services to Prisoners placed in its custody by the authorized law enforcement officers of Customer; PROVIDED, that the Chehalis Chief of Police or his or her designee shall have the right to refuse to accept custody of any Prisoner(s) whose admission would, in the Chief of Police or designee's opinion, result in overcrowding of the Facility or in an unacceptable health, safety or security risk; and PROVIDED FURTHER, that upon the request of the Chehalis Chief of Police or his or her designee, Customer will remove any such Prisoner from the Facility and retake custody within twenty-four (24) hours of the request. If a Prisoner is not accepted or Chehalis requires Customer to retake custody of the Prisoner, Chehalis will provide written notice indicating why custody was declined or the Prisoner returned.

3. PRISONER CONDUCT. Prisoners housed pursuant to this Agreement will be subject to the same rules and regulations applicable to other inmates housed in the Facility.

4. DURATION OF AGREEMENT. The term of this Agreement will begin on the date it is executed by both parties and continue until December 31, 2024. It will automatically renew at successive one-year intervals thereafter unless terminated as specified herein or modified in a writing executed by both parties.

5. TERMINATION. This Agreement may be terminated by written notice from either party hereto, provided that the termination will become effective thirty (30) days after receipt of such notice. Within that thirty (30) days, Customer will remove all Prisoners from the Facility. Should any court of competent jurisdiction determine by a final order which is not subject to further appeal that either party hereto is prohibited by law from entering into or continuing to perform its obligations under this Agreement, this Agreement shall terminate immediately and Customer shall immediately remove all Prisoners from the Facility.

6. RELEASE. Prisoners who have not served their full time will not be released except upon written order of Customer's court, unless release is authorized by another provision of this Agreement or as ordered by a court of competent jurisdiction. Release for scheduled court appearances will be to Customer's law enforcement officers.

7. PAYMENT.

- A. Customer will pay to Chehalis fees of twenty dollars (\$20.00) per Prisoner for booking, and seventy-five dollars (\$75.00) per Prisoner per Day for Jail Services. Chehalis may adjust these fees over time as it sees fit, provided that Chehalis will give Customer written notice of any fee adjustment at least sixty (60) days before the adjustment becomes effective. If Customer objects to a fee increase, it may terminate this Agreement under Section 5 above.
- B. If a Prisoner is held in custody at the Facility for less than four (4) hours, Customer will only be charged the booking fee for that Prisoner.
- C. Chehalis will submit a monthly invoice to Customer for booking fees, Jail Service fees, and, as further provided herein, any offender services costs, Medical Expenses, and transportation expenses incurred by Chehalis for Prisoners housed pursuant to this Agreement. Customer will pay all such invoices in full within thirty (30) days of receipt. Should Customer fail to pay the invoice within sixty (60) days of receipt, Chehalis will accept no further Prisoners from Customer. In such event, Chehalis further reserves the right to return all Prisoners to Customer's custody, and may otherwise suspend all other of its obligations under this Agreement until delinquent fees are paid in full.

8. MEDICAL CARE.

- A. Customer will be solely responsible for Medical Expenses (as described in Section 8.B below) of Prisoners housed in the Facility pursuant to this Agreement, except for the cost of Direct Care services provided to eligible Prisoners (as described in Section 8.C below). In order to effectively manage the costs of medical care, the parties agree to the following:
 - i. **Before placing a Prisoner in the custody of Chehalis, Customer will determine, whenever possible:**
 - (a) the Prisoner's tribal affiliation, if any; and
 - (b) whether the Prisoner has his or her own medical insurance coverage; and
 - (c) whether the Prisoner is eligible for medical coverage through Medicaid, Washington State Department of Social and Health Services assistance, or other public assistance; and
 - (d) whether the Prisoner is believed to be eligible for Direct Care services through the Indian Health Service (IHS).
 - ii. If possible before sending a Prisoner to Chehalis, but in no **case more than three (3) working days ("working day" means Monday through Friday, excepting federal and Chehalis tribal holidays) after booking that Prisoner in the Facility**, Customer will deliver documents to Chehalis verifying the Prisoner's tribal affiliation, Direct Care services eligibility, and medical insurance coverage, if any, and enroll the Prisoner in any public assistance program for medical coverage to which the Prisoner may be entitled.
 - iii. All medical care provided to Prisoners who receive Contract Health Services will be billed at Medicare-like rates to the fullest extent permitted by law.
- B. The cost of medical care and medical expenses ("Medical Expenses") includes without limitation any and all costs billed by the medical provider, the cost of prescription medication, the cost of transporting the Prisoner to a medical facility, and the cost of Chehalis correctional or other law enforcement staff time in securing the Prisoner at the medical facility.
- C. Medical Expenses paid by Customer under this Agreement will not include the cost of Direct Care services received by a Prisoner housed under this Agreement.

- D. Customer will provide Chehalis with the name(s), telephone and FAX number(s), and e-mail address(es) of designated Customer staff or other contacts as necessary to ensure that a representative of Customer who is authorized to approve or deny the provision of non-urgent medical care to a Prisoner shall be available at any time. In the event that a Prisoner requests non-urgent medical care, Chehalis will contact such staff to request Customer's approval before non-urgent care is provided, and will comply with Customer's instruction as to the provision of non-urgent care. If Facility or medical staff determine that non-urgent care is medically necessary, but Customer does not consent to the provision of such care, upon notice from Chehalis Customer will remove the Prisoner from the custody of Chehalis within twenty-four (24) hours. Absent specific instruction from Customer regarding the type of non-urgent medical care to be provided or where such medical care is to be provided, Chehalis at its discretion may bring the Prisoner to the Chehalis Tribal Wellness Center or other medical facility chosen by Chehalis for approved non-urgent medical care. Should any medical provider refer the Prisoner to another medical provider for treatment, Chehalis will make reasonable efforts to give Customer written notice of the referral by e-mail or fax and to request approval of treatment before arranging for such medical care. Failure of Customer to approve medical care, or any unreasonable delay in giving such approval, shall relieve Chehalis of liability for any injury resulting there from.
- E. In the event that Chehalis determines a Prisoner to be in need of urgent or emergency medical care, Chehalis will make reasonable efforts to contact Customer's staff, but may take any action Chehalis deems necessary to provide the Prisoner with urgent or emergency medical care without obtaining prior approval. Chehalis will use its best efforts to give Customer notice of the provision of urgent or emergency medical care to Customer's Prisoner within four (4) hours of arranging for such care, subject to the availability of staff and the security needs of the Facility.
- F. Customer shall protect, defend, hold harmless, and indemnify Chehalis from and against any and all claims, suits, and actions related to the medical care of Prisoners housed under this Agreement which result from the failure of Customer to approve such medical care for any reason, with the exception of injuries resulting from the willfully unlawful or negligent act(s) or omission(s) of Chehalis or its officers.

9. TRANSPORTATION.

- A. Customer will be solely responsible for furnishing transportation for Prisoners housed pursuant to this Agreement, except transportation for medical care as described above. Subject to the availability of Chehalis correctional or other law enforcement officers, Customer may request that Chehalis provide non-medical transportation. The provision of non-medical transport will be at the sole discretion of Chehalis.
- B. If Chehalis provides transportation upon request of Customer, or for the purpose of bringing a Prisoner to a medical facility for care, the parties agree that while transporting any Prisoner, Chehalis will be acting as Customer's agent. If Chehalis provides non-medical transport at Customer's request, Customer shall be responsible for the costs of such transport as calculated by Chehalis in Chehalis' sole discretion, or as calculated pursuant to a separate written agreement between the parties.

10. CUSTODY TRANSFER. Officers of Customer placing a Prisoner in custody of Chehalis will be required to remain in the immediate presence of the Prisoner at all times until the booking process is complete, unless Chehalis and Customer have agreed that Chehalis officers will collect Customer's

Prisoner at Customer’s location and transport the Prisoner to the Facility. Until the booking process at the Facility is complete, the Prisoner will be deemed to remain in Customer’s custody.

11. OFFENDER SERVICES. While housed in the Facility under this Agreement, Customer’s Prisoners will be eligible to receive court-ordered offender services, such as offender re-entry, controlled substance abuse treatment, domestic violence education and rehabilitation, and other similar services on the same basis as inmates housed in the Facility by order of Chehalis’ court; PROVIDED, that: (1) the availability of all such services is limited by the monetary, staffing, and other resources allocated for such services by the United States and Chehalis Tribal governments; and (2) should such services be funded by federal or grant funds, services will be delivered according to and may be limited by the terms of the funding source; and (3) should the terms of any applicable funding or Chehalis tribal law or policy so require, Customer will be required to contribute a proportionate share of the cost of offender services made available to Customer’s Prisoners, as determined by Chehalis.

12. PRISONER COMMUNICATIONS. Subject to applicable law and Facility policy, Chehalis will provide Customer’s Prisoners access to a telephone to appear for Customer’s court hearings or to communicate with their attorney for any case(s) for which the Prisoners are currently held in the Facility, at no additional cost to Customer.

13. NOTICES AND DESIGNATED REPRESENTATIVE. Written notices concerning refusal of custody, Prisoner medical care, and fee adjustment are sufficient if given by fax or e-mail. All other notices required by this Agreement shall be in writing and be deemed sufficiently given when sent by certified or registered mail to the respective address as set forth in this section:

If to Chehalis: Confederated Tribes of the Chehalis Reservation
 Attn: Scott Williams
 P.O. Box 536
 Oakville, WA 98568

If to Customer:

Customer shall immediately complete and submit to Chehalis a “Prisoner Medical Care – Authorized Staff Contact List” form. This form shall include the names and contact information, including phone, fax, and e-mail, of all persons who are authorized to approve the provision of medical care and to receive other notifications regarding Prisoner medical care on behalf of Customer as described in this Agreement. The list shall be drafted to ensure that at least one person on the list is available at any time of day or night to provide such authorizations and receive such reports. Customer is solely responsible for updating the list from time to time to accommodate Customer staffing changes and for providing a revised list to Chehalis to the attention of the person designated above.

14. RELATIONSHIP OF THE PARTIES. The parties intend that an independent inter-governmental relationship will be created by this Agreement. No agent, employee, or representative of either party shall be deemed to be an agent, employee, or representative of the other party for any purpose except as explicitly set forth herein. Customer shall be solely responsible for its acts and for the acts of its agents, employees and representatives.

15. INDEMNIFICATION. Customer shall protect, defend, save, hold harmless, and indemnify Chehalis from and against any and all claims, suits and actions resulting from the willfully unlawful and/or negligent acts or omissions of Customer and Customer’s employees, agents, and representatives in the performance of this Agreement. Chehalis shall protect, defend, save, hold harmless, and indemnify Customer from and against any and all claims, suits and actions resulting from the willfully unlawful and/or negligent acts or omissions of Chehalis and Chehalis’ employees, agents, and representatives in the performance of this Agreement.

16. ENTIRE AGREEMENT AND MODIFICATION. This Agreement represents the entire Agreement of the parties on the subject matter hereof, and supersedes any and all prior agreements relating to such

subject matter. No changes or additions to this Agreement shall be valid or binding upon either party unless such change or addition be in writing and executed by the authorized representatives of both parties.

17. DISPUTES. In the event of a dispute between the parties arising out of this Agreement or an alleged breach thereof, the parties shall first make a good-faith effort to resolve the dispute through the direct dialogue of their authorized representatives. Should such good-faith efforts fail, either party may take further action as described in Section 19 below.

18. GOVERNING LAW. The parties hereto agree that, except where expressly otherwise provided, the laws of the Confederated Tribes of the Chehalis Reservation shall govern in all matters arising under this Agreement.

19. DISPUTES AND LIMITED WAIVER OF SOVEREIGN IMMUNITY. Any dispute, claim, or controversy arising out of this Agreement or breach thereof which is not resolved by direct dialogue shall be submitted to mediation by a neutral third party as a condition precedent to any other method of dispute resolution. The parties will be responsible for their own costs of mediation, and will share the cost of the mediator equally. Should the parties fail to agree to a mediator or mediation location, they will request the Chief Judge of the Chehalis Tribal Court to assign a mediator and select a location for the mediation and will engage the mediator assigned by the Court. Any dispute, claim or controversy which is not resolved by mediation shall be heard in the Chehalis Tribal Court, and Customer hereby consents to the exclusive jurisdiction of such Court. Chehalis hereby grants to Customer a limited waiver of sovereign immunity for the purpose of enforcing the provisions of this Agreement; provided, that Chehalis expressly reserves all its inherent sovereign rights as a federally-recognized Indian Tribe, and that this limited waiver of sovereign immunity is subject to and conditioned upon the following:

- A. This waiver of sovereign immunity is strictly limited to actions brought by Customer to enforce the provisions of this Agreement between the parties, and to any dispute that may arise under or in relation to this Agreement or operations performed under this Agreement. This waiver of sovereign immunity shall not extend to, nor be used for or to the benefit of, any other person or entity of any kind or description whatsoever, including any successor or assign, of either party.
- B. Chehalis' maximum liability for any and all claims which may be brought by Customer hereunder shall not exceed the actual proceeds of Chehalis' liability insurance, which Chehalis will maintain as described in Section 20 below.

20. INSURANCE. The parties shall provide, pay for, and maintain in full force and effect at all times during the performance of this Agreement the policies of insurance required by this Section 20. The provisions and terms of all insurance policies must comply strictly with the provisions of this Section 20.

- A. The parties shall maintain throughout the duration of this Agreement the following insurance coverage minimums: General Liability \$2 Million Annual Aggregate/\$1 Million Occurrence; \$1 Million Law Enforcement Liability; \$1 Million Auto Liability; and \$4 Million inclusive umbrella coverage. Each party shall name the other as primary non-contributory additional insured on the insurance policies provided and an endorsement stating such shall be provided.
- B. Each policy of insurance must be issued by an insurance company that holds a current Certificate of Authority issued by the Washington State Insurance Commissioner authorizing it to transact the appropriate kind of insurance business in Washington State and must meet all requirements specified in this Section 20.
- C. Each policy of insurance shall contain an endorsement providing that cancellation by the insurance company shall not be effective unless a copy of the cancellation is mailed (registered) to the other party at least 30 days before the effective date of the cancellation notice. A certificate of each policy of insurance, and any changes therein, shall be furnished to the other party immediately upon receipt from the insurance company.

- D. If either party for any reason fails to maintain required insurance coverage, such failure shall be deemed a material breach of this Agreement. Failure to maintain the insurance coverage required by this Section 20 shall not waive or excuse such party's obligations to the other party under this Agreement.
- E. The parties shall provide to each other all certificates of insurance for the insurance policies described in this Section 20 prior to transporting, sending or receiving any Prisoner under this Agreement. Either party at any time may require the other to provide endorsement and policy documentation necessary to prove that the insurance coverage required by this Agreement is in full force and effect. The certificates of insurance and other insurance documentation provided by a party hereunder shall be acceptable to the other party. Chehalis shall have the right, but not the obligation, to refuse to accept prisoners from Customer until the required certificates (or other competent evidence that insurance has been obtained in complete compliance with this Section 20) are received and approved by Chehalis.

21. NOTIFICATION RE: INMATE HEALTH AND SAFETY. The parties will promptly notify each other of all audit notes or findings, investigatory reports, claims or litigation alleging or concerning any conditions, incidents, practices and policies, alleged or actual, negatively affecting inmate health and safety, and of any claims or litigation arising from or affecting its operations under this Agreement, including any bankruptcy or insolvency proceedings.

22. NO ASSIGNMENT. A party shall not assign its rights under this Agreement without first obtaining the other party's written approval.

23. COMPLIANCE. In the event that payment for services provided under this Agreement is made from federal funds, the parties shall abide by all applicable federal laws, regulations and requirements governing such funds. Further, the parties shall abide by all federal laws, regulations and requirements applicable to the housing of Prisoners in the Facility, including without limitation the Prison Rape Elimination Act of 2003, 42 U.S.C. § 15601, *et seq.* Customer agrees that it will promptly provide any and all reports and information required by such laws, regulations, and requirements to Chehalis before transferring any Prisoners to Chehalis' custody. Failure to provide such information shall serve as grounds for refusal of custody.

FOR CHEHALIS:

Confederated Tribes of the Chehalis Reservation
 420 Howanut Road
 P.O. Box 536
 Oakville, WA 98568

Date: _____

Tribal Representative

Date: _____

FOR CUSTOMER:



Certificate of Coverage

Certificate holder: City of Tenino 149 Hodgden St S. Tenino WA 98589	Policy number: None Term of certificate: 1/1/2024 – 1/1/2025 Annual re-issue: Yes
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RE: City of Tenino

Please be advised that the **City of Tenino** is a member of the Association of Washington Cities Risk Management Service Agency (AWC RMSA) and participates in the self-insured and loss-pooling programs checked below, which are administered by the AWC RMSA for its members.

Type of coverage	Limits	Deductible
<input checked="" type="checkbox"/> All risk property coverage	\$250 million per occurrence	\$0
<input checked="" type="checkbox"/> Liability coverage	\$15 million per occurrence	\$0
<input checked="" type="checkbox"/> Employee fidelity blanket coverage	\$1 million per occurrence	\$0
<input checked="" type="checkbox"/> Employer Liability ("Stop Gap")	\$15 million per occurrence	\$0
<input checked="" type="checkbox"/> Comprehensive auto liability	\$15 million per occurrence	\$0
<input checked="" type="checkbox"/> Cyber liability	\$3 million per occurrence	\$0
<input checked="" type="checkbox"/> Pollution liability	\$2 million per occurrence	\$0

Under the AWC RMSA Coverage Agreement issued to the member referenced above, and within the limits and provisions of the above program, AWC RMSA has agreed to provide, to the certificate holder named above, defense, payment, and loss or indemnification funding in accordance with the terms of the Coverage Agreement, with the exception that no defense or indemnity is available for claims arising from the sole negligence of the certificate holder with respect to the referenced operations or activities.

AWC RMSA is not an insurance company and therefore cannot name an additional insured or loss payee.

Cancellation: Should the above described coverage be cancelled before the expiration date thereof, the AWC RMSA will provide notice to its members in accordance with its Coverage Agreement. Failure to provide such notice to the certificate holder shall impose no obligation or liability of any kind upon the AWC RMSA.

This certificate is issued for information only and gives no rights to the certificate holder. This certificate does not amend, extend, or alter the coverage provided by the AWC RMSA.

Carol Wilmes

Carol Wilmes
Director of Member Pooling Programs

cc: **City of Tenino**

File Attachments for Item:

10. Ag Park Bid for final North Bldg. Improvements

Recommended Action: Motion to approve North Building bid.



Memorandum

To: Jen Scharber- City of Tenino
From: Michael Marshall, PE
Date: February 8, 2024
Re: Ag Park North Building Improvements Project: Various Trades Contract Award Recommendation

The City advertised for bids for the Ag Park North Building Improvements Project: Various Trades on January 17, 2024 to perform the catch all finish work. This was a rebid as the first time only one bid was received and it was rejected. The City opened five bids that were submitted on February 7, 2024 at 1:00 PM. The bids were as follows and all include sales tax:

JA Morris Construction: \$899,932.50
Alpine Builders: \$902,534.47
Rognlin's, Inc: \$951,280.00
Construct, Inc: \$966,414.00
SCF General Contractors: \$1,026,950.00

The low bid was offered by JA Morris Construction and is lower than the first bid received in January.

JA Morris Construction's bid is the low bid submitted and is properly filled out including signatures and is deemed to be responsive.

I have verified that JA Morris Construction is in good standing with the state of Washington. I have also checked their references which were all good.

We recommend that the City award the contract for Ag Park North Building Improvements Project: Various Trades to JA Morris Construction.

CERTIFICATE OF SUBSTANTIAL COMPLETION

Project: Hodgden Street Improvements	
Owner: City of Tenino	Owner's Contract No.:
Contract: \$117,965.00	Engineer's Project No.: 0751.3714

This definitive Certificate of Substantial Completion applies to:

- All Work under the Contract Documents: The following specified portions of the Work:

September 18, 2023

Date of Substantial Completion

The Work to which this Certificate applies has been inspected by authorized representatives of Owner, Contractor, and Engineer, and found to be substantially complete. The Date of Substantial Completion of the Project or portion thereof designated above is hereby declared and is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below.

A tentative list of items to be completed or corrected is attached hereto. This list may not be all-inclusive, and the failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

The responsibilities between Owner and Contractor for security, operation, safety, maintenance, heat, utilities, insurance and warranties shall be as provided in the Contract Documents except as amended as follows:

- Amended Responsibilities Not Amended

Owner's Amended Responsibilities:

Contractor's Amended Responsibilities:

Complete punch list items.

EJCDC C-625 Certificate of Substantial Completion
Prepared by the Engineers Joint Contract Documents Committee and endorsed by the Construction Specifications Institute.

The following documents are attached to and made part of this Certificate:

Hodgden St Improvements Punch List

This Certificate does not constitute an acceptance of Work not in accordance with the Contract Documents nor is it a release of Contractor's obligation to complete the Work in accordance with the Contract Documents.

Kyle W Busby
Digitally signed by Kyle W Busby
DN: cn=Kyle W Busby,
#Qualifier=AN141020230011393C3A48B8MSTDF,
o=Washington, CA,US
Date: 2023.10.11 10:56:31-0700

10/11/2023

Executed By Engineer

Date



10/13/23

Accepted By Contractor

Date



10-12-2023

Accepted By Owner

Date

EJCDC C-625 Certificate of Substantial Completion
Prepared by the Engineers Joint Contract Documents Committee and endorsed by the Construction Specifications Institute.



GIBBS & OLSON
CIVIL ENGINEERS • LAND SURVEYORS

**City of Tenino
Hodgden St Improvements
Punch List**

Date: October 11, 2023 Contractor: Iversen and Sons, Inc.

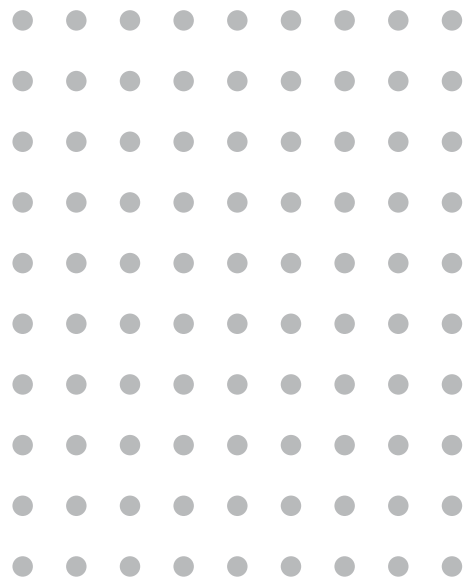
- Remove inlet protection and flip vaned grate direction on CB 1 and existing CB to correct flow direction.
- Trim outlet pipe on CB 1.
- Backfill at utility pole inside traffic curb.
- General site cleanup.

PO BOX 400, LONGVIEW WA 98632 | 360.425.0991 Tel | 360.423.3162 Fax
www.gibbs-olson.com

P:\0751 Tenino\3714 Hodgden St Improvements\CM\Corr-Mtgs\Completion Docs\Hodgden Punch List.docx

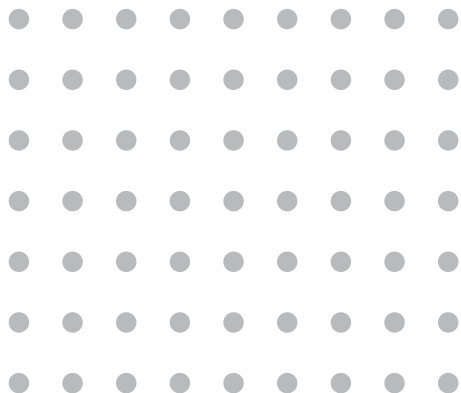
File Attachments for Item:

11. Sol-Smart



PROGRAM GUIDE

June 2023



SolSmart – Standard Pathway Program Guide

Welcome to SolSmart!

Congratulations on taking action to expand opportunities for solar in your community! In the next ten years, the amount of solar energy in the U.S. is expected to grow dramatically- by 2033 there is likely to be five times more solar installed than there is today!¹ By implementing solar-friendly policies, not only can you help accelerate this transition to clean energy, but you can also ensure your community is poised to take advantage of the many benefits. Becoming SolSmart-designated means you are helping your residents save money, protecting natural resources, bolstering local resilience and increasing job opportunities in the clean energy sector. Through SolSmart, your community will get access to free technical assistance and learn how to implement strategies that make solar more affordable and accessible to all residents. Your SolSmart designation will send a signal that your community is “open for solar business,” encouraging growth of local solar companies and other sustainability-minded businesses.



Recognizing Local Solar Achievements

Since 2016, nearly 500 communities across the U.S. have received SolSmart designation. Together, we are making solar more affordable, attaining local clean energy goals and creating jobs and opportunities for all Americans to share in the benefits of clean, renewable energy!

This guide is a comprehensive resource to help you implement solar best practices in your community and gain national recognition by earning SolSmart designation! This guide will help you to navigate the “Standard Pathway,” which is applicable to most local governments that have authority over permitting, planning, zoning and/or inspection processes. Local governments that do not control these processes should refer to the SolSmart Modified Pathway Program Guide. Regional Organizations, including Regional Planning Commissions and Councils of Governments, should refer to the Regional Organization Program Guide.

The SolSmart program will connect you with solar best practices from across the country and provide clear guidance on how to implement these actions. Along the way you will receive points for the actions you take and achieve recognition as a Bronze, Silver, Gold or Platinum SolSmart-designated community! Throughout this process, our technical assistance providers are available to provide support at no cost. Please [complete this form](#) to connect with a technical assistance provider and get started on the path to SolSmart designation.

Contents

I. [SolSmart Overview](#), pg. 2

An introduction to the SolSmart Program and the designation process.

II. [Criteria Overview](#), pg. 5

A list of SolSmart criteria organized by category.

III. [SolSmart Technical Assistance and Designation Process](#), pg. 10

A summary of the designation process and how to use the information in the guide to achieve designation.

IV. [Criteria Detail and Verification Guidance](#), pg. 11

A detailed description of each SolSmart criteria with guidance and examples to assist you in implementing solar best practices and achieving points toward designation.

¹ Solar Energy Industries Association, *Solar Market Insight Report 2022 Year in Review*, March 2023, available at <https://www.seia.org/research-resources/solar-market-insight-report-2022-year-review>

T. SolSmart Overview

Across the United States, communities are increasingly using solar energy to power their homes and businesses and enjoying the benefits of clean, reliable, and affordable electricity. Rapidly declining prices for solar and related technologies have brought vast amounts of solar energy into the mainstream within a few short years. Homeowners, businesses, schools and local governments are using solar energy to drastically reduce their utility costs, while also reducing the environmental impact of their energy use. As natural disasters become more frequent and intense, distributed solar and energy storage is also bolstering energy resilience.

Local and regional governments play an important role in establishing policies, procedures and programs that impact solar deployment in communities. When local governments create barriers to solar in their local plans, permitting and other policies, either intentionally or unintentionally, they can hinder solar development. Alternately, when local governments provide a supportive environment for solar energy and take steps to streamline permitting, inspection and zoning processes, they expedite the installation of solar PV systems and help make it more affordable for residents and businesses.

Action at the local level is also fundamental to ensuring that solar programs are equitable and inclusive and ultimately deliver shared benefits to all Americans. SolSmart is committed to the goals of the federal [Justice40 initiative](#) to provide equitable opportunities for underserved communities which face barriers including fossil dependence, energy burden, environmental and climate hazards, and socio-economic vulnerabilities. SolSmart criteria reflect the importance of developing equitable and inclusive solar policies and programs.

The SolSmart program has two key components. First, the program provides no-cost technical assistance to help local governments follow national best practices to expand solar energy use in their jurisdictions. Second, it recognizes and celebrates these communities with SolSmart designations of Bronze, Silver, Gold or Platinum. SolSmart is led by the International City/County Management Association (ICMA) and the Interstate Renewable Energy Council (IREC) and funded by the U.S. Department of Energy Solar Energy Technologies Office (SETO).

Local Policies are Important to Reducing Cost

While the cost of solar panels and equipment has decreased considerably, there are still significant opportunities to reduce “soft costs.” “Soft costs” refer to business or administrative processes that increase the time and money it takes to install a solar energy system — costs that are then passed on to customers. These include costs associated with sales and marketing, permitting processes, planning, zoning considerations, financing and a wide variety of other factors. Overall, these soft costs represent about 65% of the total cost of a solar energy system.¹

The U.S. Department of Energy’s Solar Energy Technologies Office (SETO) funds [SolSmart](#), to help communities remove administrative barriers, streamline processes and improve local policies in ways that further local goals and reduce solar soft costs.

¹ U.S. Department of Energy, *Soft Costs Webpage*, available at <https://www.energy.gov/eere/solar/solar-soft-costs-basics>

Designation Levels

The SolSmart program has developed a set of designation criteria based on established best practices that encourage the growth of solar energy at the local level. The criteria for the Standard Pathway are organized into five categories – Permitting and Inspection, Planning and Zoning, Government Operations, Community Engagement and Market Development. Within each category, SolSmart provides clear guidance and templates to help communities put these practices into action. Some of the criteria are prerequisites, while others are elective. Each criterion has a corresponding point value. Upon meeting the prerequisites and reaching a sufficient number of points in each category, a participant qualifies for SolSmart designation.

There are four levels of SolSmart designation for local governments. Below are the requirements for each level. Communities that earn 60% of the available points in a category are additionally eligible for a special recognition award.



Bronze	60 Total Points	3 Prerequisite Criteria
	<ul style="list-style-type: none"> <input type="checkbox"/> 20 Points in Permitting & Inspection <input type="checkbox"/> 20 Points in Planning & Zoning <input type="checkbox"/> 20 Points from any other category 	<ul style="list-style-type: none"> <input type="checkbox"/> Solar Statement (PR-1) <input type="checkbox"/> Solar permitting checklist (PI-1) <input type="checkbox"/> Zoning review (PZ-1)
Silver	100 Total Points	4 Prerequisite Criteria
	<ul style="list-style-type: none"> <input type="checkbox"/> Complete bronze designation requirements 	<ul style="list-style-type: none"> <input type="checkbox"/> Permit staff training (PI-2) <input type="checkbox"/> Inspection staff training (PI-3) <input type="checkbox"/> Zoning clarification (PZ-4) <input type="checkbox"/> Solar landing page (CE-1)
Gold	200 Total Points	3 Prerequisite Criteria
	<ul style="list-style-type: none"> <input type="checkbox"/> Complete silver designation requirements 	<ul style="list-style-type: none"> <input type="checkbox"/> Permit turnaround time (PI-4) <input type="checkbox"/> Zoning accessory use (PZ-5) <input type="checkbox"/> Zoning barrier removal (PZ-6)
Platinum	350 Total Points	4 Prerequisite Criteria
	<ul style="list-style-type: none"> <input type="checkbox"/> Complete gold designation requirements 	<ul style="list-style-type: none"> <input type="checkbox"/> Instant permitting (PI-5) <input type="checkbox"/> Post metrics (PI-6) <input type="checkbox"/> Install solar (GO-1) <input type="checkbox"/> Community partnerships (CE-2)

Criteria Categories

Below is a summary of each category and the types of actions that are recognized as best practices in each.

Permitting and Inspection | 28 Criteria | 275 Points

Most local governments have direct oversight of the permitting and inspection policies and procedures within their jurisdiction. Communities that implement permitting best practices provide solar developers and installers with a transparent, efficient, and cost-effective approval process. Well-trained staff and simplified permit applications can reduce staff time needed to review permits which allows them to focus on other priorities. Clear inspection procedures ensure compliance with applicable state and local codes while protecting public health and safety. *Many of the criteria in the permitting and inspection category can be verified by providing information in a detailed permitting checklist. Verification of trainings for permitting and inspection staff and documented improvements to inspection processes are also part of ensuring a transparent and efficient permitting and inspection process.*

Planning and Zoning | 26 Criteria | 215 Points

Local government planning and zoning regulations can help facilitate the rapid expansion of solar energy and associated technologies, including energy storage and electric vehicles, within a community. Communities can utilize planning and zoning regulations to increase opportunities for rooftop and ground-mounted solar energy while also advancing other community goals including affordable housing, economic development, clean transportation and the protection of natural and cultural resources. Plans should set forth a vision for the community's clean energy future, while zoning codes should provide clear and transparent regulations on the development and use of solar energy within the jurisdiction. *Many of the criteria in the planning and zoning category can be verified by providing a link to a community's codes, ordinances, and community plans.*

Government Operations | 14 Criteria | 185 Points

Local governments can lead the way by installing solar energy on public facilities and land. Communities can engage with their local utility to discuss goals for solar energy, net metering, interconnection, and community solar. These actions are high impact and can directly lead to an increase in solar energy deployment. *Many of the criteria in the government operations category can be verified by providing documents demonstrating installed solar capacity such as news articles about solar installations, dashboards/metrics showing solar production, and contracts that demonstrate solar project construction.*

Community Engagement | 13 Criteria | 90 Points

Local governments can be an important and trusted source of information for residents, businesses, and solar installers. Providing clear, high-quality information, public education and inclusive engagement opportunities can help residents and businesses interested in solar energy make informed decisions. Local governments can support more equitable outcomes by partnering with community organizations and developing goals and strategies that meet the needs of disadvantaged communities. *Many of the criteria in the community engagement category can be verified by providing information about a community's solar energy goals, strategies and partnerships on a local government's solar webpage.*

Market Development | 10 Criteria | 155 Points

Local governments can collaborate and partner with organizations to promote solar development within their jurisdiction. Supporting a community solar program, promoting a solarize group-buy campaign, or partnering with a local financial institution can make solar energy more affordable and accessible for homes and businesses while improving business opportunities for solar installers. *Many of the criteria in the market development category can be verified by providing news articles about the local government's role in supporting solar development or by providing official documents that established policies or programs.*

II. Criteria Overview

The SolSmart Standard Pathway contains 92 criteria, each of which is a specific action that local governments can implement to encourage solar energy development in their community. Each criterion has a corresponding point value ranging from 5 to 20. A detailed description with relevant templates, examples and resources to help you achieve each criterion is available in Section IV.

Criteria Identifier	Criteria Points	Program Participation Prerequisite Criteria
PR-1	Req'd	Provide a document that demonstrates your local government's commitment to pursue SolSmart designation.

Criteria Identifier	Criteria Points	Permitting and Inspection Criteria
PI-1	Req'd	Post an online checklist detailing the required permit(s), submittals, and steps of your community's permitting process for residential rooftop solar PV. (Required for Bronze)
PI-2	10	Train permitting staff on best practices for permitting solar PV and/or solar and storage systems. Training must have occurred in the past two years. (Required for Silver)
PI-3	10	Train inspection staff on best practices for inspecting solar PV and/or solar and storage systems. Training must have occurred within the past two years. (Required for Silver)
PI-4	20	Post an online statement confirming a three-business day turnaround time for residential rooftop solar PV. (Required for Gold)
PI-5	20	Demonstrate pathway for instant/automatic approval of residential rooftop solar PV systems (e.g., using SolarAPP+). (Required for Platinum)
PI-6	10	Post community metrics related to the number of solar PV and solar + storage permits & inspections processed by the community annually, average annual permitting & inspection timelines. (Required for Platinum)
PI-7	5	Adopt a standard solar PV permit application form aligned with best practices.
PI-8	5	Distinguish between solar PV systems qualifying for streamlined and standard permit review.
PI-9	5	Require no more than one permit application form for a small rooftop solar PV system.
PI-10	20	Provide an online process for solar PV permit submission and approval.
PI-11	5	Receive a demonstration of an instant or automated platform (e.g., SolarAPP+) and discuss how it might be implemented in the permitting process.
PI-12	20	Exempt or waive fees for residential solar PV permit applications.
PI-13	5	Exempt or waive fees for residential solar PV permit applications for LMI customers.
PI-14	5	Demonstrate that residential permit fees for solar PV are \$500 or less.
PI-15	10	Demonstrate that commercial permit fees for solar PV are based on cost-recovery and capped at a reasonable level so fees do not become a net revenue source. (e.g. fees cover the cost of the staff time required to review and process the permit application).
PI-16	10	Post an online checklist detailing the required permit(s), submittals, and steps of your community's solar plus (e.g., battery storage, and/or electric vehicle charging) permitting process.
PI-17	10	Post an online checklist detailing the required permit(s), submittals, and steps of your community's permitting process for primary use ground-mount solar and include any additional state required permits.
PI-18	10	Post solar PV inspection requirements online, including the inspection process and what details inspectors will review.
PI-19	10	Require no more than one inspection for small rooftop solar PV.
PI-20	10	Offer inspection appointment times in lieu of appointment windows for solar PV.
PI-21	10	Provide an online process for solar PV inspection scheduling.
PI-22	10	Show that the community has implemented virtual, photo, or another innovative inspection practice with solar and/or solar plus storage.

11.

PI-23	10	Post solar plus (e.g., battery storage and/or electric vehicle charging) inspection requirements online, including the inspection process and what details inspectors will review.
PI-24	10	Train fire and safety staff on solar PV and/or solar and storage systems. Training must have occurred in the past two years.
PI-25	10	Train fire and safety staff on specific plans and procedures for responding to an emergency at a large-scale solar PV system within the jurisdiction. (This may include a walk-through of the site, coordinated with the project's owner/operator). Training must have occurred in the past two years.
PI-26	10	Share site specific solar PV and/or solar and storage permit data, including addresses, with first responders and their departments. (e.g. through software that allows users to view searchable, filterable data about a specific site and system).
PI-27	5	Clearly identify all local amendments to model codes where local code deviates from model code for solar and solar plus storage. Summarize those local amendments on a public webpage.
PI-28	10	Demonstrate that current model code (IRC, IBC, and NEC) cycle is implemented in the community for solar and solar plus storage (codes must be the most recent editions (or penultimate edition)).

Criteria Identifier	Criteria Points	<u>Planning and Zoning Criteria</u>
PZ-1	Req'd	Review zoning requirements and identify restrictions that intentionally or unintentionally prohibit solar PV development. Compile findings in a memo. (Required for Bronze). Examples include: height restrictions, set-back requirements, screening requirements, visibility restrictions, etc.
PZ-2	5	Present PZ-1 memo findings to planning commission or relevant body.
PZ-3	5	Draft proposed language for changes to zoning code based on PZ-1 memo and PZ-2 dialogue. Involve planners and/or local zoning experts and/or the public (e.g., through community-based organizations) in the creation of the draft language.
PZ-4	0	Post an online document from the Planning/Zoning Department that states accessory use solar PV is allowed by-right in all major zones. (e.g. via a zoning determination letter). (Required for Silver unless Gold Requirement PZ-5 is achieved. If PZ-5 is achieved, PZ-4 is not necessary.)
PZ-5	10	Codify in the zoning ordinance that accessory use rooftop solar PV is explicitly allowed by-right in all major zones. (Required for Gold, PZ-4 is optional)
PZ-6	10	Ensure the zoning ordinance language does not include intentional or unintentional barriers to accessory use rooftop solar PV, including but not limited to aesthetic or performance standards, screening requirements, limits to visibility, excessive restrictions to system size or rooftop coverage, glare or glint regulations, and subjective design reviews. (Required for Gold, PZ-4 is optional)
PZ-7	5	Ensure the zoning ordinance permits small ground-mounted solar PV as an accessory use in at least one zoning district.
PZ-8	5	Ensure the zoning ordinance exempts small ground-mounted solar PV from certain restrictions on accessory uses (e.g. setbacks, coverage or impervious surface calculations, or other restrictions).
PZ-9	5	Ensure the zoning ordinance establishes a clear regulatory pathway for large-scale solar PV (e.g. through a special use permit or through inclusion among allowed conditional uses).
PZ-10	10	Ensure the zoning ordinance includes a native perennial vegetation and/or habitat-friendly ground cover standard for large-scale solar PV.
PZ-11	5	Ensure the zoning ordinance enables co-location of solar PV with an agricultural use such as grazing, apiaries, or crops (agrivoltaics).
PZ-12	5	Ensure the zoning ordinance requires a decommissioning plan that outlines the terms and conditions for a large-scale solar PV system's proper removal at the end of its useful life cycle or in the event of cessation of operation. (The decommissioning plan may include steps to remove the system, requirements for disposal and/or recycling of system components, and restoration as needed to allow for return to agriculture or other land use).

11.

PZ-13	5	Ensure the zoning ordinance establishes solar energy zones and/or solar overlays for large-scale solar PV.
PZ-14	10	Require new construction to be solar ready in at least one zoning district by adopting Appendix U (International Code Council), Appendix RB (International Energy Conservation Code), or another mechanism.
PZ-15	20	Codify a solar requirement for new construction and/or retrofits meeting a specific threshold, in at least one zoning district.
PZ-16	10	Require new construction affordable housing and multifamily housing to be solar ready.
PZ-17	10	Provide clear guidance for the installation of solar PV in areas such as historic properties, flood zones or special overlay districts.
PZ-18	10	Train planning and zoning staff on best practices in planning and zoning for solar PV. Training must have occurred in the past two years.
PZ-19	5	Post an online fact sheet that provides an overview of what zoning allows for solar PV under what conditions and in which districts (e.g. types and sizes of solar systems permitted, the processes required, and other relevant information).
PZ-20	10	Include specific solar PV goals, metrics, and strategies in the most current published version of relevant local plans (e.g., energy plan, climate plan, comprehensive plan).
PZ-21	5	Draft new or updated language and provide a timeline for the inclusion of specific solar PV goals, metrics, and/or strategies into existing and/or future plans.
PZ-22	5	Share solar PV progress towards achieving targets or metrics from PZ-20 on the solar landing page.
PZ-23	10	Include specific large-scale solar PV goals, metrics, and strategies in the most current published version of relevant local plans (e.g. energy plan, climate plan, comprehensive plan).
PZ-24	20	Develop a solar PV assessment that identifies community-wide feasibility for solar PV development within a jurisdiction (differentiate between large-scale, municipal, etc.)
PZ-25	10	Enable solar rights through a local solar access ordinance.
PZ-26	20	Codify in the zoning ordinance that accessory use energy storage systems are explicitly allowed by-right in all major zones.

Criteria Identifier	Criteria Points	<u>Government Operations Criteria</u>
GO-1	20	Install solar PV on local government facilities and/or local government-controlled land. (Required for Platinum)
GO-2	10	Discuss community goals for solar PV, net metering, community solar, and/or interconnection processes with the local utility and explore areas for future collaboration.
GO-3	10	Coordinate with regional organizations and/or local governments to engage utilities on advancing solar policies such as utility procurement of solar PV, green tariffs, and/or interconnection process improvements.
GO-4	20	Demonstrate coordination between local government inspectors and utility staff to reduce Permission to Operate timeline for solar PV.
GO-5	10	Conduct feasibility analysis for solar PV on local government facilities and/or local government-controlled land.
GO-6	20	Install solar PV integrated with other technologies such as battery storage or electric vehicle charging on local government facilities and/or local government-controlled land.
GO-7	20	Install solar PV on local government-controlled brownfields and/or under-utilized properties.
GO-8	10	Require new local government facilities and/or facility retrofits meeting a specific threshold to be solar ready.
GO-9	20	Procure solar energy for municipal operations through an offsite physical PPA, virtual PPA, green tariff or similar structure.
GO-10	5	Obtain a Community Benefits Agreement with solar developer for solar installation.
GO-11	10	Post metrics related to the number of municipal solar PV or solar PV plus storage/EV installations and installed capacity, municipal solar PV energy procured (ownership, PPAs, community solar offtake), and percent (%) of municipal energy usage offset by renewable energy.

11.

GO-12	10	Directly install or provide technical or financial support for the installation of solar PV on affordable housing, multifamily housing, community-based organizations, and/or resilience hubs.
GO-13	10	Train local government staff on regulatory and (where applicable) wholesale market barriers to solar deployment and potential engagement pathways to address these barriers. Training must have occurred in the past two years.
GO-14	10	Train local government staff on best practices and issues regarding solar interconnection with the local utility. Training must have occurred within the past two years.

Criteria Identifier	Criteria Points	<u>Community Engagement Criteria</u>
CE-1	10	Post a solar landing page on local government's website with information that may include the community's solar goals, educational materials and tools that promote solar, and resources for solar development (e.g. permitting checklist, application forms, zoning regulations, etc.). (Required for Silver)
CE-2	20	Establish partnerships with local community-based organizations or other organizations focused on serving disadvantaged communities within your community to define your community's solar equity goals, develop implementation strategies, and establish a plan for tracking and reporting on progress. (Required for Platinum)
CE-3	5	Post online resources about residential and commercial solar PV financing options and incentives.
CE-4	5	Post online resources about consumer protection and solar PV.
CE-5	5	Post an online summary of state policies related to a property owner's solar access and solar rights, including links to state-level policy.
CE-6	5	Post an online summary of state policies related to Homeowner Associations (HOAs) ability to regulate and/or restrict solar PV, including links to state-level policy.
CE-7	5	Post online resources about solar installers and/or solar quote platforms for solar PV.
CE-8	5	Post an online solar map for your community.
CE-9	5	Post an online dashboard or summary of solar PV metrics for your community, including total installed solar PV capacity, solar PV + storage installations, and community solar and/or solarize subscribers (if applicable). Metrics should identify solar PV adoption in disadvantaged communities as well.
CE-10	5	Distribute solar job training and career opportunities in coordination with local colleges and/or workforce development organizations.
CE-11	5	Demonstrate local government support for local solar projects through speeches, press releases, opinion articles, etc.
CE-12	10	Discuss solar PV goals and/or strategies for increasing solar PV development, including large-scale solar plans, solar access, and/or solar adoption in disadvantaged communities, within an appropriate committee, commission, taskforce, and/or working group. (e.g., solar is a recurring agenda item during monthly sustainability commission meetings).
CE-13	5	Support a solar informational session and/or solar tour explaining solar PV opportunities and policies. Show that session/tour was made accessible to all members of the community including those in disadvantaged communities. Session/Tour must have occurred within the last 2 years.

Criteria Identifier	Criteria Points	<u>Market Development Criteria</u>
MD-1	20	Demonstrate activity in state regulatory and/or legislative proceedings regarding solar PV.
MD-2	20	Support a community-wide group purchase program (e.g., Solarize). Program must have occurred within the last 2 years.
MD-3	10	Define and implement a pathway specifically for low-to-moderate income (LMI) residents to participate in a community-wide group purchase program through program design and/or financing support options.
MD-4	20	Support a community solar program.

11.

MD-5	10	Define and implement a pathway specifically for low-to-moderate income (LMI) residents to participate in a community solar program through program design and/or financing support options.
MD-6	20	Provide residents with Community Choice Aggregation/Energy that includes solar PV as a power generation source.
MD-7	10	Provide a PACE financing program that includes solar PV as an eligible technology.
MD-8	20	Provide local incentives or locally-enabled finance (e.g. a revolving loan fund) for solar PV and/or solar PV + technologies (e.g., battery storage and/or electric vehicle charging).
MD-9	5	Provide local incentives for solar PV to low-to-moderate income (LMI) households, disadvantaged communities, Disadvantaged Business Enterprises (DBEs), Minority and Women Owned Business Enterprises (MWBES), and/or non-profit organizations that provide community services.
MD-10	20	Partner with financial institutions and/or foundations to offer loans, rebates, grants, or other incentives for solar PV projects. (Financial institutions could include entities such as a local or regional bank, CDFI, or credit union).

Criteria Identifier	Criteria Points	Innovative Action Criteria
IA-1	Varies	The actions identified in the categories above represent many of the most common and impactful efforts communities are taking to make going solar easier and more affordable for residents and businesses. However, we know that communities across the country are developing innovative ways to promote and deploy solar energy. If your community has taken action that was not captured in any of the criteria above, please share it with us.

III. SolSmart Technical Assistance and Designation Process

Any local government, regardless of previous solar experience, is eligible for SolSmart designation. To request a call with a member of the SolSmart program, please [complete the contact form on SolSmart.org](https://www.solsmart.org/contact).

Once the local government decides to pursue SolSmart designation, they need to complete a Solar Statement and submit it to the SolSmart team. The Solar Statement demonstrates the community's commitment to work with the SolSmart program and achieve designation. The local government will be connected with one of our technical assistance providers who will work with community to

To earn national recognition from the SolSmart Program, a community must provide documentation of the actions it has implemented. This may include a combination of signed memos, web links, program materials, policy documents, etc. as appropriate. Section IV of this Program Guide provides a detailed description of each SolSmart criterion with resources to support implementation and guidance on documentation and verification that will be required by SolSmart. review community's goals and processes. This review helps determine how close the community is to designation and any additional technical assistance to achieve designation. The local government will work with their technical assistance provider to develop a plan, identify which criteria they will meet to achieve their desired designation level, and implement best practices in the community. Once they have completed the required actions, the local government can submit for designation.

Once the local government is ready for designation review, the submission is reviewed by the Designation Program Administrator within two weeks and the local government is notified of their designation by email.

Local governments are encouraged to celebrate and publicize their designations and to post information about SolSmart on their own websites. Many SolSmart designees have held events, shared photos and videos, and taken other actions to publicize their achievements. The designation email contains a Designation Toolkit with template press release, sample social media, and SolSmart Designation logos. SolSmart will also recognize local governments on the SolSmart website, on social media, and in the SolSmart newsletter.

Designation Pathways

There are three pathways to SolSmart designation:

Local governments that control permitting, inspection, planning, and zoning use the **Standard Pathway (as summarized in this guide)**.

Local governments that do not control permitting, inspection, planning, and/or zoning use the **Modified/County Pathway**. This pathway is appropriate for certain counties that do not have control over one or more of those processes.

Regional organizations such as regional councils or councils of government use the **Regional Organization Pathway**.

IV. Criteria Detail and Verification Guidance

The SolSmart criteria are based on specific best practices that local governments and community stakeholders can implement to encourage solar energy development in their community. This section provides a detailed description of each criterion, recommended verification for designation review, community examples, templates, and/or resources.

The following provides an overview of the information that is provided for each SolSmart criterion:

Criterion Identifier	Criterion Points	Criterion Language	<input type="checkbox"/>
Objective and description.			
Recommended Verification:			
<ul style="list-style-type: none"> Suggested options to verify how the community has achieved the criterion. 			
Community Examples:			
<ul style="list-style-type: none"> Examples of how other communities have completed the criterion. 			
Templates:			
<ul style="list-style-type: none"> Links to a template(s) that can help complete a criterion. 			
Resources:			
<ul style="list-style-type: none"> Links to useful websites, reports, guidebooks, etc. that provide guidance related to the criterion. 			

Solar Statement

PR-1	Req'd	Provide a document that demonstrates your local government's commitment to pursue SolSmart designation.	<input type="checkbox"/>
<p>Local governments interested in pursuing SolSmart designation must indicate their commitment to supporting solar development in their community by completing the PR-1 Solar Statement Prerequisite. The solar statement should be signed by a representative of the local government. It is preferred that the statement is signed by a department executive or an elected official, but it does not need to go through an official approval process. The solar statement demonstrates your community's commitment to pursue SolSmart designation. If possible, please place the solar statement on your local government's letterhead. While the PR-1 is a commitment to the program, the best practices included in the template provided are goals to strive for and non-binding to the criteria you can pursue.</p> <p>The solar statement should address the items listed in the bullets below. The statement does not need to be more than one page in length.</p>			
Recommended Verification:			
<ul style="list-style-type: none"> Provide a signed solar statement that includes: <ul style="list-style-type: none"> A commitment to participate in the SolSmart designation process A statement of solar goals, areas of focus or community priorities (e.g. streamlining the permitting processor supporting a non-profit led solar initiative) A statement of support for solar development to be inclusive and equitable for all residents Past achievements or programs related to solar PV and/or renewable energy A commitment to tracking metrics related to solar PV and/or provide a benchmark of available solar metrics (e.g. the number of installed systems, capacity, growth in residential installations, etc.) A commitment of staff time and resources to improve the local market for solar PV 			
Community Examples:			
<ul style="list-style-type: none"> Hilliard, OH SolSmart Silver Hopkins, MN SolSmart Bronze Madison, NJ SolSmart Bronze 			
Templates:			
<ul style="list-style-type: none"> SolSmart Solar Statement Template SolSmart 			

Permitting and Inspection

PI-1	Req'd	Post an online checklist detailing the required permit(s), submittals, and steps of your community's permitting process for residential rooftop solar PV. (Required for Bronze)	<input type="checkbox"/>
<p>Providing a set of requirements for the local solar permitting process (for both residential and commercial solar) on an easy-to-find local government webpage represents a major step toward overcoming informational barriers. An online solar permit checklist can be a simple way for a community to accelerate permit approval timelines and save staff time by reducing the number of inquiries received from solar installers and requests for additional information associated with incomplete permit applications. Such checklists typically detail all the plans and forms required for approval and system design requirements.</p>			
<p>Recommended Verification:</p> <ul style="list-style-type: none"> • Provide a link to the online solar PV permitting checklist. 			
<p>Community Examples:</p> <ul style="list-style-type: none"> • Chapel Hill, NC SolSmart Gold • Philadelphia, PA SolSmart Gold 			
<p>Templates:</p> <ul style="list-style-type: none"> • SolSmart Solar Permitting Checklist Template SolSmart 			
<p>Resources:</p> <ul style="list-style-type: none"> • Solar PV Systems: Job Aids for a Consistent Plan Review Process Interstate Renewable Energy Council (IREC) • California Solar Permitting Guidebook (4th Edition) (pg. 22-24) • Simplifying the Solar Permitting Process: Residential Solar Permitting Best Practices Explained Interstate Renewable Energy Council (IREC) • Solar PV Construction: Codes, Permitting, and Inspection SolSmart's Toolkit for Local Governments 			

PI-2	10	Train permitting staff on best practices for permitting solar PV and/or solar and storage systems. Training must have occurred in the past two years. (Required for Silver)	<input type="checkbox"/>
<p>Regular solar PV training, at least every few years, is a best practice to ensure permit technicians and plan reviewers are up-to-date on new procedures, codes, and products within the solar industry. Trainings increase staff knowledge of solar energy systems and ensures they know the best procedures for permit application review and processing to ensure applications and supporting documents are compliant with building and electrical codes. Increased staff knowledge can improve processing efficiency, thereby reducing demands on staff time and resources. Local governments can require staff to attend full or half-day workshops (either live or online) and provide resources designed to help keep staff informed about advances in solar and storage technologies.</p>			
<p>Recommended Verification:</p> <ul style="list-style-type: none"> • Provide a signed memo with details about the permit training including name of training, name of trainer, attendees (name, title, department), date and time, location, agenda, and presentation/slides. 			
<p>Templates</p> <ul style="list-style-type: none"> • SolSmart Training Verification Memo SolSmart 			
<p>Resources:</p> <ul style="list-style-type: none"> • Permitting Training Module 1 IREC Solar PV Structural Plan Review – Primary Resource • Permitting Training Module 2 IREC Solar PV Electrical Plan Review– Primary Resource • Permitting Training Module 3 IREC Solar PV Plan Review Test– Primary Resource • Solar + Storage, A Guide for Local Governments SolSmart Webinar 			

PI-3	10	Train inspection staff on best practices for inspecting solar PV and/or solar and storage systems. Training must have occurred within the past two years. (Required for Silver)	<input type="checkbox"/>
<p>Regular solar PV training, at least every few years, is a best practice to ensure field inspectors are up-to-date on new procedures, codes, and products within the solar industry. Trainings increase staff knowledge of solar energy systems and ensures they know the best procedures for field inspections to ensure compliance with applicable state and local building and electrical codes. Increased staff knowledge can improve inspection efficiency, thereby</p>			

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reducing demands on staff time and resources. Local governments can require staff to attend full or half-day workshops (either live or online) and provide resources designed to help keep staff informed about advances in solar and storage technologies.

Recommended Verification:

- Provide a signed memo with details about the inspection training including name of training, name of trainer, attendees (name, title, department), date and time, location, agenda, and presentation/slides.

Templates:

- [SolSmart Training Verification Memo](#) | SolSmart

Resources:

- [Solar PV Field Inspection Basics - Series](#) | Interstate Renewable Energy Council (IREC)
- [Solar + Storage, A Guide for Local Governments](#) | SolSmart Webinar

PI-4	20	Post an online statement confirming a three-business day turnaround time for residential rooftop solar PV. (Required for Gold)	<input type="checkbox"/>
<p>Implementing a streamlined permitting process for small-scale solar PV systems (≤ 10-15 kW) along with other efforts increase process efficiency and reduce permit turnaround times can result in significant time and cost savings for staff, solar installers, and solar customers.</p>			
<p>Recommended Verification:</p> <ul style="list-style-type: none"> • Provide a link to a webpage outlining a permitting pathway for small PV systems of less than three days. 			
<p>Community Examples:</p> <ul style="list-style-type: none"> • Alexandria, VA SolSmart Gold • Roseville, MN SolSmart Gold 			
<p>Templates:</p> <ul style="list-style-type: none"> • SolSmart Solar Permitting Checklist Template SolSmart 			
<p>Resources:</p> <ul style="list-style-type: none"> • California Solar Permitting Guidebook (4th Edition) (pg. 22-24) • National Simplified Residential PV and Energy Storage Permit Guidelines Interstate Renewable Energy Council (IREC) • Solar PV Construction: Codes, Permitting, and Inspection SolSmart's Toolkit for Local Governments • SolarTRACE National Renewable Energy Laboratory (NREL) 			

PI-5	20	Demonstrate pathway for instant/automatic approval of residential rooftop solar PV systems (e.g., using SolarAPP+). (Required for Platinum)	<input type="checkbox"/>
<p>Most residential solar systems are simple and standardized, but the high volume of applications can be time consuming for local permitting departments. Online automated platforms (e.g., SolarAPP+) offer a convenient and efficient way to manage solar permitting. These platforms can help local governments to stay up to date with relevant codes, catch errors, improve communication with applicants, accelerate approval for standardized PV systems, and improve record keeping.</p>			
<p>Recommended Verification:</p> <ul style="list-style-type: none"> • Provide a link to the online automated platform • Utilize SolSmart Solar Permitting Checklist (see PI-1) to summarize instructions for using the automated platform 			
<p>Community Examples:</p> <ul style="list-style-type: none"> • Pima County, AZ SolSmart Gold • Sacramento County, CA SolSmart Gold • Sonoma County, CA SolSmart Gold 			
<p>Templates:</p> <ul style="list-style-type: none"> • SolSmart Solar Permitting Checklist Template SolSmart 			
<p>Resources:</p> <ul style="list-style-type: none"> • SolarAPP+ Benefits National Renewable Energy Laboratory (NREL) • Register for SolarAPP+ National Renewable Energy Laboratory (NREL) • SolarAPP+ Communities National Renewable Energy Laboratory (NREL) • SolarAPP+ Performance Case Studies National Renewable Energy Laboratory (NREL) 			

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PI-6	10	Post community metrics related to the number of solar PV and solar + storage permits & inspections processed by the community annually, average annual permitting & inspection timelines. (Required for Platinum)	<input checked="" type="checkbox"/>
<p>Posting metrics publicly provides transparency and allows community members to understand how the community is progressing toward its goals. This is an important way to create accountability and will help identify the need to implement further actions if goals are not being met. Metrics must be updated annually at a minimum, but communities should strive for quarterly updates.</p>			
<p>Recommended Verification:</p> <ul style="list-style-type: none"> • Provide a link to this information posted on the community's website or solar landing page. Include date when the information was last updated and when tracking began. 			
<p>Community Examples:</p> <ul style="list-style-type: none"> • Natick, MA SolSmart Gold 			
<p>Resources:</p> <ul style="list-style-type: none"> • SolarTRACE National Renewable Energy Laboratory (NREL) 			

PI-7	5	Adopt a standard solar PV permit application form aligned with best practices.	<input type="checkbox"/>
<p>Developing a solar-specific permit (or combining building and electrical permits with revisions to collect information unique to solar energy systems) and posting application materials online can save time and money for those completing the forms (and their customers) and the local government staff reviewing and approving these applications.</p>			
<p>Recommended Verification:</p> <ul style="list-style-type: none"> • Provide a link to the standard solar PV permit application form. 			
<p>Community Examples:</p> <ul style="list-style-type: none"> • Evanston, IL SolSmart Gold • Salt Lake City, UT SolSmart Bronze 			
<p>Templates:</p> <ul style="list-style-type: none"> • SolSmart Solar Permit Application Template SolSmart 			
<p>Resources:</p> <ul style="list-style-type: none"> • New York State Unified Solar Permit Application New York State Energy and Research Development Authority (NYSERDA) • Simplified Solar Permitting Process SolSmart • National Simplified Residential PV and Energy Storage Permit Guidelines Interstate Renewable Energy Council (IREC) • Solar PV Construction: Codes, Permitting, and Inspection SolSmart's Toolkit for Local Governments 			

PI-8	5	Distinguish between solar PV systems qualifying for streamlined and standard permit review.	<input type="checkbox"/>
<p>Recognizing the relative simplicity and similarities of small-scale solar photovoltaic (PV) systems ($\leq 10\text{-}15$ kW in size) can allow local jurisdictions to establish processes to expedite review and approval of these systems while maintaining its commitment to ensuring public safety. Establishing a separate, streamlined process for small-scale PV systems based on proven national best practices can reduce the time required to review and approve qualifying applications, saving time and money both for the local government and the solar customer.</p>			
<p>Recommended Verification:</p> <ul style="list-style-type: none"> • Provide a link to a document or web page outlining a streamlined and standard permit review policy. • Provide details in an e-mail or other written documentation from a permitting official or staff member describing the policy is also acceptable. 			
<p>Community Examples:</p> <ul style="list-style-type: none"> • Philadelphia, PA SolSmart Gold • Putnam County, GA SolSmart Silver 			
<p>Templates:</p> <ul style="list-style-type: none"> • SolSmart Solar Permitting Checklist Template SolSmart 			
<p>Resources:</p> <ul style="list-style-type: none"> • Simplifying the Solar Permitting Process: Residential Solar Permitting Best Practices Explained Interstate Renewable Energy Council (IREC) • Solar PV Construction: Codes, Permitting, and Inspection SolSmart's Toolkit for Local Governments 			

- [National Simplified Residential PV and Energy Storage Permit Guidelines](#) | Interstate Renewable Energy Council (IREC)

PI-9	5	Require no more than one permit application form for a small rooftop solar PV system.	<input type="checkbox"/>
<p>Since rooftop solar energy systems impact both the structural and electrical aspects of the buildings on which they are installed, many local jurisdictions require both building and electrical permits. However, residential rooftop systems with minimal structural impacts can be safely permitted without a building permit application. Relevant design aspects for systems qualifying for only one application form include (but are not limited to): mounting system features, static and dynamic loads of the system, type of roofing material and waterproofing methods, and compliance with zoning and fire codes.</p>			
<p>Recommended Verification:</p> <ul style="list-style-type: none"> • Provide a link to the permit application form used for small rooftop solar PV systems. 			
<p>Community Examples:</p> <ul style="list-style-type: none"> • Berkeley, CA SolSmart Gold • Fitchburg, WI SolSmart Bronze 			
<p>Resources:</p> <ul style="list-style-type: none"> • New York State Unified Solar Permit Application New York State Energy and Research Development Authority (NYSERDA) • Solar PV Construction: Codes, Permitting, and Inspection SolSmart's Toolkit for Local Governments 			

PI-10	20	Provide an online process for solar PV permit submission and approval.	<input type="checkbox"/>
<p>Online permit submittal, review, and approval can eliminate solar installer trips to the permitting office and reduce the amount of time permitting staff need to spend entering information from paper application forms into an online database. Online systems can also ensure all required information is submitted prior to any review, saving staff time by ensuring only completed applications are reviewed. Online permit platforms can allow for multiple staff to review materials at the same time and to track progress in the review and approval process.</p>			
<p>Recommended Verification:</p> <ul style="list-style-type: none"> • Provide a link to the online platform and instructions for submission and approval. • If an email-based online process is used: <ol style="list-style-type: none"> 1) Provide details from building officials or staff describing the process; and 2) Provide a copy of a sample email with personal and confidential information removed. 			
<p>Community Examples:</p> <ul style="list-style-type: none"> • Madison, WI SolSmart Gold • Missoula County, MT SolSmart Silver 			
<p>Resources:</p> <ul style="list-style-type: none"> • National Simplified Residential PV and Energy Storage Permit Guidelines Interstate Renewable Energy Council (IREC) • Solar Automated Permit Processing (SolarAPP+) National Renewable Energy Laboratory (NREL) • Simplifying the Solar Permitting Process: Residential Solar Permitting Best Practices Explained Interstate Renewable Energy Council (IREC) • Solar PV Construction: Codes, Permitting, and Inspection SolSmart's Toolkit for Local Governments 			

PI-11	5	Receive a demonstration of an instant or automated platform (e.g., SolarAPP+) and discuss how it might be implemented in the permitting process.	<input type="checkbox"/>
<p>Online automated platforms (e.g., SolarAPP+) offer a convenient and efficient way to manage solar permitting. Receiving a demonstration of a platform is an opportunity to learn how it can help local governments to stay up to date with relevant codes, catch errors, improve communication with applicants, accelerate approval for standardized PV systems, and improve record keeping.</p>			
<p>Recommended Verification:</p> <ul style="list-style-type: none"> • Signed memo that includes date, attendees, presenter, summary of discussion topics and next steps 			
<p>Resources:</p> <ul style="list-style-type: none"> • Automated Permitting Flyer SolSmart • Instant Permitting Example State of California, California Energy Commission • Register for SolarAPP+ National Renewable Energy Laboratory (NREL) • SolarAPP+ Communities National Renewable Energy Laboratory (NREL) • SolarAPP+ Performance Case Studies National Renewable Energy Laboratory (NREL) 			

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PI-12	20	Exempt or waive fees for residential solar PV permit applications.	<input type="checkbox"/>
<p>In addition to state and federal incentives, local governments can also incentivize solar development within their jurisdictions. Exempting or waiving permit fees for solar energy systems can incentivize community members to install solar by lowering the overall cost of the system. Communities that receive PI-12 also receive PI-14 (but do not also receive PI-13).</p>			
<p>Recommended Verification:</p> <ul style="list-style-type: none"> • Provide a link to the permit fee schedule or other officially approved document that shows solar PV permit fees are exempt or waived. 			
<p>Community Example:</p> <ul style="list-style-type: none"> • Superior, CO SolSmart Bronze • Boone, NC SolSmart Gold 			
<p>Resources:</p> <ul style="list-style-type: none"> • Simplifying the Solar Permitting Process: Residential Solar Permitting Best Practices Explained Interstate Renewable Energy Council (IREC) • Solar PV Construction: Codes, Permitting, and Inspection SolSmart's Toolkit for Local Governments 			

PI-13	5	Exempt or waive fees for residential solar PV permit applications for LMI customers.	<input type="checkbox"/>
<p>One way to further reduce the barriers for LMI residents to install solar PV systems, is to exempt or waive permit fees. Communities that receive points for PI-12 cannot also receive points for PI-13.</p>			
<p>Recommended Verification:</p> <ul style="list-style-type: none"> • Provide a link to the permit fee schedule or other officially approved document that shows solar PV permit fees are exempt or waived with detail on the income qualifications. 			
<p>Resources:</p> <ul style="list-style-type: none"> • Rooftop Solar Incentives Remain Effective For Low- And Moderate-Income Adoption National Renewable Energy Lab (NREL) 			

PI-14	5	Demonstrate that residential permit fees for solar PV are \$500 or less.	<input type="checkbox"/>
<p>Many local governments permit solar systems through existing permitting processes and permit fees for solar are often calculated according to value-based methods typically associated with building permits (where the fee is a certain percentage of the overall project cost). Due to the higher cost of solar installations relative to comparable projects, fees calculated by a value-based method can become expensive and exceed the cost of the staff time required to review and issue the permits. For residential systems, capping solar permit fees under \$500 or establishing a flat fee, can ensure permit fees cover staff costs without unnecessarily increasing project costs.</p>			
<p>Recommended Verification:</p> <ul style="list-style-type: none"> • Provide a link to the permit fee schedule or a document that outlines the permit fees applied to a solar installation. 			
<p>Community Examples:</p> <ul style="list-style-type: none"> • Naperville, IL SolSmart Silver • Sacramento, CA SolSmart Gold 			
<p>Templates:</p> <ul style="list-style-type: none"> • SolSmart Solar Residential Fees Template Memo SolSmart • SolSmart Solar Permitting Checklist Template SolSmart 			
<p>Resources:</p> <ul style="list-style-type: none"> • National Simplified Residential PV and Energy Storage Permit Guidelines Interstate Renewable Energy Council (IREC) • Simplifying the Solar Permitting Process: Residential Solar Permitting Best Practices Explained Interstate Renewable Energy Council (IREC) • Solar PV Construction: Codes, Permitting, and Inspection SolSmart's Toolkit for Local Governments 			

PI-15	10	Demonstrate that commercial permit fees for solar PV are based on cost-recovery and capped at a reasonable level so fees do not become a net revenue source. (e.g. fees cover the cost of the staff time required to review and process the permit application).	<input type="checkbox"/>
<p>Many local governments permit solar systems through existing permitting processes and permit fees for solar are often calculated according to value-based methods typically associated with building permits (where the fee is a certain percentage of the overall project cost). Due to the higher cost of solar installations relative to comparable projects, fees calculated by a value-based method can become expensive and exceed the cost of the staff time</p>			

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required to review and issue the permits. For commercial systems, basing fees on a cost-recovery method can ensure permit fees cover staff costs without unnecessarily increasing project costs.

Recommended Verification:

- Provide a link to the permit fee schedule or a document that outlines the permit fees applied to a solar installation.
- Provide a narrative that explains the costs incurred in processing the permits (this should include estimates of the amount of staff hours for each stage of the process and the hourly cost of staff time). This narrative should show that the fee is not significantly higher than these costs.

Community Examples:

- [Naperville, IL](#) | SolSmart Silver
- [Sacramento, CA](#) | SolSmart Gold

Templates:

- [SolSmart Solar Commercial Fees Template Memo](#) | SolSmart
- [SolSmart Solar Permitting Checklist Template](#) | SolSmart

Resources:

- [Simplifying the Solar Permitting Process: Residential Solar Permitting Best Practices Explained](#) | Interstate Renewable Energy Council (IREC)
- [Solar PV Construction: Codes, Permitting, and Inspection](#) | SolSmart's Toolkit for Local Governments

PI-16	10	Post an online checklist detailing the required permit(s), submittals, and steps of your community's solar plus (e.g., battery storage and/or electric vehicle charging) permitting process.	<input type="checkbox"/>
<p>Local governments can support “solar plus” technologies, including energy storage and electric vehicle charging, by providing clear information about permitting. An online permit checklist can be a simple way for a community to accelerate permit approval timelines and save staff time by reducing the number of inquiries received from installers and requests for additional information associated with incomplete permit applications. Such checklists typically detail all the plans and forms required for approval and system design requirements.</p>			
<p>Recommended Verification:</p> <ul style="list-style-type: none"> • Provide link to online permitting checklist for solar plus, EV charging or other “solar plus” technologies. 			
<p>Community Examples:</p> <ul style="list-style-type: none"> • Rocklin, CA Not Designated • Sonoma, CA Not Designated • Orlando, FL SolSmart Gold • Windsor, CA Not Designated 			
<p>Resources:</p> <ul style="list-style-type: none"> • Battery Energy Storage System Model Permit New York State Energy and Research Development Authority (NYSERDA) • National Simplified Residential PV and Energy Storage Permit Guidelines Interstate Renewable Energy Council (IREC) • Solar + Storage, A Guide for Local Governments SolSmart Webinar • Storage Permitting Resources Sustainable CUNY Smart Distributed Generation Hub • EVSE Permitting and Inspection Guidelines New Buildings Institute 			
PI-17	10	Post an online checklist detailing the required permit(s), submittals, and steps of your community's permitting process for primary use ground-mount solar and include any additional state required permits.	<input type="checkbox"/>
<p>Providing a set of requirements for the local solar permitting process for primary use ground-mount solar on an easy-to-find local government webpage represents a major step toward overcoming informational barriers. An online solar permit checklist can be a simple way for a community to accelerate permit approval timelines and save staff time by reducing the number of inquiries received from solar installers and requests for additional information associated with incomplete permit applications. Such checklists typically detail all the plans and forms required for approval and system design requirements.</p>			
<p>Recommended Verification:</p> <ul style="list-style-type: none"> • Provide a link to the online ground-mount solar PV permitting checklist. 			
<p>Community Examples:</p> <ul style="list-style-type: none"> • Town of Hollis, NH Not Designated • Orange County, CA Not Designated 			

Resources:

- [Solar@Scale Guidebook \(pg. 88-100\)](#) | ICMA and APA

PI-18	10	Post solar PV inspection requirements online, including the inspection process and what details inspectors will review.	<input type="checkbox"/>
<p>Providing an online list of inspection requirements will reduce informational barriers between inspectors and solar installers, helping to ensure that all items in the inspection process have been adequately addressed before inspectors arrive on site. These checklists can be used to highlight “common mistakes” made by installers.</p>			
<p>Recommended Verification:</p> <ul style="list-style-type: none"> • Provide a link to the online document outlining the inspection process and requirements. 			
<p>Community Example:</p> <ul style="list-style-type: none"> • Harrisonburg, VA SolSmart Bronze • Ramsey County, MN SolSmart Bronze 			
<p>Templates:</p> <ul style="list-style-type: none"> • SolSmart Rooftop Solar Photovoltaic (PV) System Field Inspection Checklist SolSmart 			
<p>Resources:</p> <ul style="list-style-type: none"> • Model Inspection Checklist for Residential Rooftop PV Interstate Renewable Energy Council (IREC) • Inspection Checklist Institute for Building Technology and Safety (IBTS) • Field Inspection Checklist New York State Energy and Research Development Authority (NYSERDA) • Solar PV Construction: Codes, Permitting, and Inspection SolSmart’s Toolkit for Local Governments • Job Aids for a Consistent Plan Review Process Interstate Renewable Energy Council (IREC) 			

PI-19	10	Require no more than one inspection for small rooftop solar PV.	<input type="checkbox"/>
<p>Inspections of standard rooftop solar energy systems installed on existing homes should be consolidated into a single inspection trip. Any inspections should be limited to the electrical, structural, and fire safety aspects of the system; excessive reviews add to the time and cost of the inspection process while doing little to ensure system efficiency or further protect public health or safety. Building and Fire Authorities can enter into agreements allowing for a single agency to conduct all inspections for systems meeting certain design standards.</p>			
<p>Recommended Verification:</p> <ul style="list-style-type: none"> • Provide details about the solar PV inspection process that includes information on the type of inspections (and which departments are involved) and total number inspection trips required. 			
<p>Community Examples:</p> <ul style="list-style-type: none"> • Lake in the Hills, IL SolSmart Gold • South St. Paul, MN SolSmart Bronze 			
<p>Templates:</p> <ul style="list-style-type: none"> • SolSmart Solar Permitting Checklist Template SolSmart 			
<p>Resources:</p> <ul style="list-style-type: none"> • Field Inspection Checklist New York State Energy and Research Development Authority (NYSERDA) • Job Aids for a Consistent Plan Review Process Interstate Renewable Energy Council (IREC) • Simplifying the Solar Permitting Process: Residential Solar Permitting Best Practices Explained Interstate Renewable Energy Council (IREC) • Solar PV Construction: Codes, Permitting, and Inspection SolSmart’s Toolkit for Local Governments 			

PI-20	10	Offer inspection appointment times in lieu of appointment windows for solar PV.	<input type="checkbox"/>
<p>Though inspections of standard rooftop solar PV systems can take as little as 30 minutes to complete, inspection appointment windows can be up to four or more hours long. Replacing appointment windows with scheduled appointment times will ensure the inspector and installer are both prepared for the inspection to occur when they arrive on site. This can save time and money for both the local government and the installer (and for solar customers as well).</p>			
<p>Recommended Verification:</p> <ul style="list-style-type: none"> • Provide details about the solar PV inspection process that includes information on inspection appointment times and how to request an appointment. 			
<p>Community Examples:</p> <ul style="list-style-type: none"> • Coventry, CT SolSmart Gold • Pulaski County, VA SolSmart Gold 			

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Templates:

- [SolSmart Solar Permitting Checklist Template](#) | SolSmart

Resources:

- [Simplifying the Solar Permitting Process: Residential Solar Permitting Best Practices Explained](#) | Interstate Renewable Energy Council (IREC)
- [Solar PV Construction: Codes, Permitting, and Inspection](#) | SolSmart's Toolkit for Local Governments

PI-21	10	Provide an online process for solar PV inspection scheduling.	<input type="checkbox"/>
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Similar to online permit submittal, review, and approval processes, an online option for scheduling and managing inspection requests can promote process efficiency and reduce demands on time and resources for local government staff.

Recommended Verification:

- Provide a link to the online platform for inspection scheduling.
- If an email-based online process is used:
 - 1) Provide details from building official or staff describing the process.
 - 2) Provide a copy of a sample email with personal and confidential information removed.

Community Examples:

- [San Leandro, CA](#) | SolSmart Silver
- [Raleigh, NC](#) | SolSmart Silver

Resources:

- [Simplifying the Solar Permitting Process: Residential Solar Permitting Best Practices Explained](#) | Interstate Renewable Energy Council (IREC)
- [Solar PV Construction: Codes, Permitting, and Inspection](#) | SolSmart's Toolkit for Local Governments

PI-22	10	Show that the community has implemented virtual, photo, or another innovative inspection practice with solar and/or solar plus storage.	<input type="checkbox"/>
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Innovations that help to streamline the inspection process can ensure that systems are properly installed while reducing time and expense. Communities may utilize these practices for systems of a certain type (i.e., residential) or size.

Recommended Verification:

- Include details on virtual, photo, or another innovative inspection practice in the community's Inspection Checklist (PI-1); or
- Describe the innovative practices in a signed memo.

Community Examples:

- [Tampa, FL](#) | SolSmart Bronze
- [Pima County, AZ](#) | SolSmart Gold
- [County of Los Angeles](#) | Not designated

Resources:

- [Construction Photo Resource](#) | NY- Sun
- [Inspection Guide for PV Systems For One- and Two- Family Dwellings](#) | County of Los Angeles

PI-23	10	Post solar plus (e.g., battery storage and/or electric vehicle charging) inspection requirements online, including the inspection process and what details inspectors will review.	<input type="checkbox"/>
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Providing an online list of inspection requirements will reduce informational barriers between inspectors and energy storage installers, helping to ensure that all items in the inspection process have been adequately addressed before inspectors arrive on site. These checklists can be used to highlight "common mistakes" made by installers.

Recommended Verification:

- Provide a link to the online document outlining the inspection process and requirements.

Community Examples:

- [Palo Alto, CA](#) | Not Designated

Templates:

- [SolSmart Energy Storage Field Inspection Checklist Template](#) | SolSmart

Resources:

- [Battery Energy Storage System Electrical Checklist](#) | New York State Energy and Research Development Authority (NYSERDA)

- [Solar + Storage, A Guide for Local Governments](#) | SolSmart Webinar
- [EVSE Permitting and Inspection Guidelines](#) | New Buildings Institute

PI-24	10	Train fire and safety staff on solar PV and/or solar and storage systems. Training must have occurred in the past two years.	<input type="checkbox"/>
<p>Regular solar PV training, at least every few years, is a best practice to ensure firefighters and first responders are up-to-date on new procedures, codes, and products within the solar industry. Though fires caused by rooftop solar PV systems are extremely rare, firefighters responding to fires caused by other means need to take special precautions when a solar PV system is present. Training fire safety staff on how to identify and avoid potential hazards can help ensure the safety of first responders and reduce misconceptions or discomfort around increased solar deployment.</p>			
<p>Recommended Verification:</p> <ul style="list-style-type: none"> • Provide a signed memo with details about the fire and safety staff training including name of training, name of trainer, attendees (name, title, department), date and time, location. 			
<p>Templates:</p> <ul style="list-style-type: none"> • SolSmart Training Verification Memo SolSmart 			
<p>Resources:</p> <ul style="list-style-type: none"> • Firefighter Safety and Photovoltaic Systems (Training Course) UL • Photovoltaic (PV) Systems National Fire Protection Association (NFPA) • Solar + Storage, A Guide for Local Governments SolSmart Webinar • Solar PV Safety for Firefighters Interstate Renewable Energy Council (IREC) • Fire Safety for Solar PV SolSmart Webinar • Fire Safety for Solar PV SolSmart Slide Deck 			

PI-25	10	Train fire and safety staff on specific plans and procedures for responding to an emergency at a large-scale solar PV system within the jurisdiction. (This may include a walk-through of the site, coordinated with the project's owner/operator). Training must have occurred in the past two years.	<input type="checkbox"/>
<p>Though fires and other emergencies at large-scale solar PV systems are extremely rare, fire and safety staff should partner with a large-scale solar system owner/operator to ensure first responders have a standard operating procedure (SOP) outlining how to address a fire or rescue operation at the large-scale solar project. The solar system owner/operator should work with fire responder to ensure SOPs are established and that the fire and safety staff have received any necessary training. Along with a basic understanding of solar PV and fire safety, firefighters and safety staff should be familiar with the project site and characteristics, including where to enter the site, location of system components, if battery storage is present at the site, and proper shutdown procedures. First responders should also know key points of contact for the project in case of an emergency.</p>			
<p>Recommended Verification:</p> <ul style="list-style-type: none"> • Provide a signed memo with details about emergency response plans and procedures. • Provide a link to the requirement in the community's code of ordinances. 			
<p>Community Examples:</p> <ul style="list-style-type: none"> • Putnam County, GA (e,9) SolSmart Silver • York, ME (pg. 178 – f,3) Not Designated 			
<p>Templates:</p> <ul style="list-style-type: none"> • SolSmart Training Verification Memo SolSmart 			
<p>Resources:</p> <ul style="list-style-type: none"> • Fire Fighter Safety and Emergency Response for Solar Power Systems The Fire Protection Research Foundation • Solar PV Safety for Firefighters Interstate Renewable Energy Council (IREC) 			

PI-26	10	Share site specific solar PV and/or solar and storage permit data, including addresses, with first responders and their departments. (e.g. through software that allows users to view searchable, filterable data about a specific site and system).	<input type="checkbox"/>
<p>Fire and safety staff can benefit from having access to the locations of permitted solar PV systems. This gives fire departments advanced knowledge about homes or business that have on-site solar and allows them to development a plan before arriving onsite.</p>			
<p>Recommended Verification:</p>			

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- Provide details about the process for information sharing, including how fire and safety staff received the data.
- Provide a link to the platform that allows fire and safety staff to access the data.

Community Examples:

- [Adams County, CO](#) | SolSmart Gold
- [Freeport, IL](#) | SolSmart Gold

Resources:

- [Solar PV Construction: Codes, Permitting, and Inspection](#) | SolSmart's Toolkit for Local Governments
- [Solar PV Safety for Firefighters](#) | Interstate Renewable Energy Council (IREC)

PI-27	5	Clearly identify all local amendments to model codes where local code deviates from model code for solar and solar plus storage. Summarize those local amendments on a public webpage.	<input type="checkbox"/>
<p>Sometimes local codes must deviate from model codes for reasons specific to that community. Informing the public which local codes differ and why increases transparency and trust. Post on the community's website or solar landing page a table summarizing the current model code adopted by the community and list amendments relevant to solar PV and energy storage.</p>			
<p>Recommended Verification:</p> <ul style="list-style-type: none"> • Provide a link to this information posted on the community's website or solar landing page. 			

PI-28	10	Demonstrate that current model code (IRC, IBC, and NEC) cycle is implemented in the community for solar and solar plus storage (codes must be the most recent editions (or penultimate edition)).	<input type="checkbox"/>
<p>The safe and reliable installation of solar PV systems and their integration with the nation's electric grid requires timely implementation of the foundational codes and standards governing solar deployment. The codes, which are typically updated every three years, are not necessarily adopted as soon as they are published. State and local governments generally adopt the codes on schedules related to state and local governmental processes. This variability makes it more difficult (and costly) for a solar installer to operate across multiple jurisdictions. Therefore, states and localities are encouraged to update their codes to more effectively regulate solar development.</p>			
<p>Recommended Verification:</p> <ul style="list-style-type: none"> • Provide a link to this information posted on the community's website or solar landing page. 			

Planning and Zoning

PZ-1	Req'd	Review zoning requirements and identify restrictions that intentionally or unintentionally prohibit solar PV development. Compile findings in a memo. (Required for Bronze). Examples include: height restrictions, set-back requirements, screening requirements, visibility restrictions, etc.	<input type="checkbox"/>
<p>A community's zoning ordinance and land use regulations create statutory limits on what individuals may do with their property as a matter of right and often provides additional processes to consider special exceptions. Land use regulations often contain use standards that provide additional requirements for certain types of development. Local governments should be aware of any restrictions that could intentionally or unintentionally prohibit solar energy development within their community and consider removing those barriers to promote easier and more equitable solar deployment. Often, removing restrictive zoning language can save property owners time and money because they can avoid going through a more extensive process to have their solar system considered.</p>			
<p>Recommended Verification:</p> <ul style="list-style-type: none"> • Provide a signed SolSmart Zoning Review Memo. 			
<p>Community Examples:</p> <ul style="list-style-type: none"> • Gurnee, IL SolSmart Bronze 			
<p>Resources:</p> <ul style="list-style-type: none"> • Planning for Solar Energy American Planning Association (APA) • Planning, Zoning & Development SolSmart's Toolkit for Local Governments 			
PZ-2	5	Present PZ-1 memo findings to planning commission or relevant body.	<input type="checkbox"/>
<p>The zoning ordinance review memo can be the starting point for ordinance amendments to remove barriers to solar or add language that could promote development. Presenting the findings of the memo to a relevant commission or body can start conversations about updates to solar energy regulations within the community. If the relevant commission or body is interested in updating the zoning ordinance, they can direct staff to draft recommendations.</p>			
<p>Recommended Verification:</p> <ul style="list-style-type: none"> • Provide meeting minutes, meeting agenda, or materials prepared for the meeting (e.g., handouts and slides) that demonstrate a discussion about the zoning review. 			
<p>Community Examples:</p> <ul style="list-style-type: none"> • Gurnee, IL SolSmart Bronze • Council Bluffs, IA SolSmart Gold 			
<p>Resources:</p> <ul style="list-style-type: none"> • Planning for Solar Energy American Planning Association (APA) • Planning, Zoning & Development SolSmart's Toolkit for Local Governments 			
PZ-3	5	Draft proposed language for changes to zoning code based on PZ-1 memo and PZ-2 dialogue. Involve planners and/or local zoning experts and/or the public (e.g., through community-based organizations) in the creation of the draft language.	<input type="checkbox"/>
<p>A local government interested in enabling solar energy development should consider including basic solar information in the zoning ordinance such as a purpose, definitions, clarification on accessory use and primary use solar, and use standards. Zoning codes that contain no or little information about solar energy can complicate the process for homes and business that want to install a solar energy system. Including basic information about solar energy improves transparency of processes and clarity of development requirements and can enhance the growth of the local solar market in an organized and efficient manner. The local government should provide education to the public about the drafted changes to the zoning code and how that impacts residents.</p>			
<p>Recommended Verification:</p> <ul style="list-style-type: none"> • Provide draft language of the proposed zoning ordinance changes that clarify solar energy requirements, address gaps identified by PZ-1 memo, and remove barriers to solar development. 			
<p>Community Examples:</p> <ul style="list-style-type: none"> • Lafayette, CO SolSmart Gold 			
<p>Resources:</p> <ul style="list-style-type: none"> • Renewable Energy Ordinance Framework: Solar PV Delaware Valley Regional Planning Commission (DVRPC) • Planning for Solar Energy American Planning Association (APA) • Planning, Zoning & Development SolSmart's Toolkit for Local Governments 			

PZ-4	0	Post an online document from the Planning/Zoning Department that states accessory use solar PV is allowed by-right in all major zones. (e.g. via a zoning determination letter). (Required for Silver unless Gold Requirement PZ-5 is achieved. If PZ-5 is achieved, PZ-4 is not necessary.)	<input type="checkbox"/>
<p>Including solar energy in the zoning ordinance provides the highest level of policy certainty and clarity. A zoning ordinance change that codifies accessory use solar as an allowed or by-right use is a best-case scenario. However, this may be impractical or politically difficult to achieve in the short term, or outside of a zoning update cycle. Instead of an ordinance change, local governments may write and publish a zoning determination letter clarifying that accessory use solar is an allowed or by-right use in all major zones. This clarification removes uncertainty and can increase solar adoption and lower costs for residents and businesses.</p>			
<p>Recommended Verification:</p> <ul style="list-style-type: none"> ● Provide a link to an online document (and the parent webpage) that clarifies that accessory solar PV is an allowed or by-right use in all major zones. ● This document should: <ol style="list-style-type: none"> 1) show that the process does not involve staff discretion, special permits, conditional permits, use permits, or variances 2) have language that demonstrates its applicability in all major zones 3) be made public; and 4) be dated and signed by a Department or Committee head. 			
<p>Community Examples:</p> <ul style="list-style-type: none"> ● Egg Harbor, WI SolSmart Silver ● South Miami, FL SolSmart Silver 			
<p>Resources:</p> <ul style="list-style-type: none"> ● Planning for Solar Energy American Planning Association (APA) ● Planning, Zoning & Development SolSmart’s Toolkit for Local Governments 			

PZ-5	10	Codify in the zoning ordinance that accessory use rooftop solar PV is explicitly allowed by-right in all major zones. (Required for Gold, PZ-4 is optional)	<input type="checkbox"/>
<p>A community’s zoning ordinance and land use regulations create statutory limits on what individuals may do with their property as a matter of right. Zoning often provides additional processes, which can be long and costly, to consider special exceptions when a proposal is inconsistent with current land use regulations. Codifying solar as an accessory use and as an allowed or by-right use in all major zoning categories provides policy certainty and clarity which can promote easier and more equitable solar deployment. It can increase solar development and save property owners time and money because they can avoid going through a more extensive process to have their solar system considered.</p>			
<p>Recommended Verification:</p> <ul style="list-style-type: none"> ● Provide a link to the zoning ordinance, use table, and/or land use regulations that codify solar as an accessory use and is an allowed, permitted or by-right use. Please indicate the relevant section(s). 			
<p>Community Examples:</p> <ul style="list-style-type: none"> ● Lansing, MI (pg. 36) SolSmart Silver ● Philadelphia, PA (Section 14-604.7.a) SolSmart Gold ● Pepperell, MA SolSmart Gold 			
<p>Resources:</p> <ul style="list-style-type: none"> ● Best Practice Guidance for Solar and Zoning – Accessory Use SolSmart ● Georgia’s Model Solar Ordinance Georgia Tech Strategic Energy Institute ● Model Solar Energy Local Law (NY) New York State Energy Research and Development Authority (NYSERDA) ● Model Zoning for the Regulation of Solar Energy Systems Massachusetts Department of Energy Resources ● Renewable Energy Ordinance Framework: Solar PV Delaware Valley Regional Planning Commission ● Solar Model Ordinance Grow Solar Toolkit ● Template Solar Energy Development Ordinance for North Carolina North Carolina Clean Energy Technology Center (NCCETC) ● Are You Solar Ready? National Renewable Energy Laboratory (NREL) ● Best Practices in Zoning for Solar National Renewable Energy Laboratory (NREL) ● Planning for Solar Energy American Planning Association (APA) ● Planning, Zoning & Development SolSmart’s Toolkit for Local Governments 			

PZ-6	10	Ensure the zoning ordinance language does not include intentional or unintentional barriers to accessory use rooftop solar PV, including but not limited to aesthetic or performance standards, screening requirements, limits to visibility, excessive restrictions to system size or rooftop coverage, glare or glint regulations, and subjective design reviews. (Required for Gold, PZ-4 is optional)	<input type="checkbox"/>
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While communities may set standards to further regulate the design, size, use, and placement of rooftop solar PV systems, it is important to ensure these do not intentionally or unintentionally impose barriers to accessory use rooftop solar. For example, such standards can increase system costs/reduce production (e.g. screening, visibility limits), go beyond a local government's jurisdiction (e.g. limits on electricity production/ consumption), perpetuate myths about solar PV (e.g. glare, aesthetics), be subjective (e.g. glare, aesthetics, design reviews), and/or open up the community to legal battles.

Recommended Verification:

- Provide a link to the zoning ordinance or land use regulations regarding accessory use rooftop solar. Please indicate the relevant section(s) that describe the review process, standards, or related exemptions applicable to accessory use rooftop solar.

Community Examples:

- [Brownsville, TX](#) | SolSmart Silver
- [Plymouth, IN](#) (pg. 204, 210 D.2.a) | SolSmart Gold
- [Philadelphia, PA](#) | SolSmart Gold

Resources:

- [Best Practice Guidance for Solar and Zoning – Accessory Use](#) | SolSmart
- [Model Zoning for the Regulation of Solar Energy Systems](#) | Massachusetts Department of Energy Resources
- [Renewable Energy Ordinance Framework: Solar PV](#) | Delaware Valley Regional Planning Commission (DVRPC)
- [Planning for Solar Energy](#) | American Planning Association (APA)
- [Planning, Zoning & Development](#) | SolSmart's Toolkit for Local Governments

PZ-7	5	Ensure the zoning ordinance permits small ground-mounted solar PV as an accessory use in at least one zoning district.	<input type="checkbox"/>
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Sometimes a property is not suitable for rooftop solar because the building has structural limitations, or the rooftop is shaded. In this case, a small ground-mounted solar PV system can still allow the property owner to install solar and enjoy the benefits. Permitting or allowing small ground-mounted solar PV as an accessory use in at least one zoning district can promote easier and more equitable solar deployment. It can increase solar development and save property owners time and money because they can avoid going through a more extensive process to have their solar system considered.

Recommended Verification:

- Provide a link to the zoning ordinance or land use regulations that allows small ground-mounted solar PV as an accessory use. Please indicate the relevant section(s).

Community Examples:

- [Philadelphia, PA](#) | SolSmart Gold
- [La Crescent, MN](#) | SolSmart Gold

Resources:

- [Best Practice Guidance for Solar and Zoning – Accessory Use](#) | SolSmart
- [Model Zoning for the Regulation of Solar Energy Systems](#) | Massachusetts Department of Energy Resources
- [Renewable Energy Ordinance Framework: Solar PV](#) | Delaware Valley Regional Planning Commission (DVRPC)
- [Best Practices in Zoning for Solar](#) | National Renewable Energy Laboratory (NREL)
- [Planning for Solar Energy](#) | American Planning Association (APA)
- [Planning, Zoning & Development](#) | SolSmart's Toolkit for Local Governments

PZ-8	5	Ensure the zoning ordinance exempts small ground-mounted solar PV from certain restrictions on accessory uses (e.g. setbacks, coverage or impervious surface calculations, or other restrictions).	<input type="checkbox"/>
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Opportunities for small ground-mounted PV may be limited if they are subjected to certain restrictions such as setbacks, lot coverage, and impervious surface ratios. These types of regulations are normally applied to accessory

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structures like sheds, garages, or accessory dwelling units which can have a greater impact on neighbors when built up against a lot line or covering a larger percentage of the lot. Solar is less obtrusive and contains pervious surfaces underneath the panels and it can be exempted from certain restrictions to promote easier and more equitable solar deployment.

Recommended Verification:

- Provide a link to the zoning ordinance or land use regulations that exempts small ground-mounted solar PV from certain restrictions on accessory uses. Please indicate the relevant section(s).

Community Examples:

- [Edina, MN](#) | SolSmart Gold
- [Swarthmore, PA](#) | SolSmart Bronze

Resources:

- [Best Practice Guidance for Solar and Zoning – Accessory Use](#) | SolSmart
- [Model Zoning for the Regulation of Solar Energy Systems](#) | Massachusetts Department of Energy Resources
- [Renewable Energy Ordinance Framework: Solar PV](#) | Delaware Valley Regional Planning Commission (DVRPC)
- [Planning for Solar Energy](#) | American Planning Association (APA)
- [Planning, Zoning & Development](#) | SolSmart's Toolkit for Local Governments

PZ-9	5	Ensure the zoning ordinance establishes a clear regulatory pathway for large-scale solar PV (e.g. through a special use permit or through inclusion among allowed conditional uses).	<input type="checkbox"/>
<p>A local government should consider including large-scale solar regulations in their zoning ordinance or land use regulations to provide clarity and consistency to the development process. Including the type of district (e.g. commercial, industrial, low productivity agricultural land) where development is allowed, the type of applicable permit(s) (e.g. conditional use permits, use permits), and use standards or special regulations provide solar developers with a clear set of guidelines and a more predictable approval process.</p>			
<p>Recommended Verification:</p> <ul style="list-style-type: none"> • Provide a link to the zoning ordinance or land use regulations that establishes a regulatory pathway for large-scale solar PV development. Please indicate the relevant section(s). 			
<p>Community Examples:</p> <ul style="list-style-type: none"> • Freeport, IL SolSmart Gold • La Crosse, WI SolSmart Gold • Chisago County, MN SolSmart Silver 			
<p>Resources:</p> <ul style="list-style-type: none"> • Model Zoning for the Regulation of Solar Energy Systems Massachusetts Department of Energy Resources • Renewable Energy Ordinance Framework: Solar PV Delaware Valley Regional Planning Commission (DVRPC) • Are You Solar Ready? National Renewable Energy Laboratory (NREL) • Land Use Considerations for Large-scale Solar SolSmart Issue Brief • Planning for Solar Energy American Planning Association (APA) • Solar@Scale Guidebook ICMA and APA • Top Five Large-scale Solar Myths National Renewable Energy Laboratory (NREL) 			
PZ-10	10	Ensure the zoning ordinance includes a native perennial vegetation and/or habitat-friendly ground cover standard for large-scale solar PV.	<input type="checkbox"/>
<p>Large-scale solar projects cover many acres that can be used for the dual purpose of providing clean, renewable energy and growing native perennial vegetation or habitat-friendly ground cover. Planting native perennial vegetation under solar PV systems can improve soil health and water retention, while providing habitat for pollinators and native species.</p>			
<p>Recommended Verification:</p> <ul style="list-style-type: none"> • Provide a link to the zoning ordinance or land use regulations that includes language about a native perennial vegetation and/or habitat-friendly ground cover requirement or standard. Please indicate the relevant section(s). 			
<p>Community Examples:</p> <ul style="list-style-type: none"> • Stearns County, MN (6.54.1 H) SolSmart Silver 			

- [St. Joseph County, IN](#) | SolSmart Gold

Resources:

- [Minnesota Solar Model Ordinance](#) | Great Plains Institute (GPI)
- [Model Solar Energy Local Law \(NY\)](#) | New York State Energy Research and Development Authority (NYSERDA)
- [Land Use Considerations for Large-scale Solar](#) | SolSmart Issue Brief
- [State Pollinator-friendly Scorecards](#) | Fresh Energy
- [Pollinator Habitat Aligned with Solar Energy \(PHASE\)](#) | University of Illinois
- [Innovative Solar Practices Integrated with Rural Economies and Ecosystems \(InSPIRE\)](#) | National Renewable Energy Lab (NREL)
- [Solar Pollinator Habitat Resources](#) | AgriSolar Clearinghouse

PZ-11

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Ensure the zoning ordinance enables co-location of solar PV with an agricultural use such as grazing, apiaries, or crops (agrivoltaics).



Large-scale solar projects cover many acres that can be used for the dual purpose of providing clean, renewable energy and co-locating with forms of agriculture. Co-locating solar PV with agriculture creates an additional revenue stream for farmers and can enhance yields, soil health, and water retention while improving system efficiency by reducing air temperature near the panels. Allowing co-location of solar PV with agricultural land use can also increase resident support of renewable energy in regions where agriculture is a primary source of income.

Recommended Verification:

- Provide a link to the zoning ordinance or land use regulations that includes language enabling the co-location of solar with an agricultural use. Please indicate the relevant section(s).

Community Examples:

- [Leon County, FL](#) | SolSmart Gold
- [San Luis Obispo County, CA](#) (D.9) | Not Designated

Resources:

- [Illinois Solar Model Ordinance](#) | Great Plains Institute (GPI)
- [Indiana Solar Model Ordinance](#) | Great Plains Institute (GPI)
- [AgriSolar Clearinghouse Information Library](#) | National Center for Appropriate Technology (NCAT)
- [Case Studies](#) | National Center for Appropriate Technology (NCAT)
- [Co-Location of Solar and Agriculture Webinar](#) | National Renewable Energy Laboratory (NREL)
- [Land Use Considerations for Large-scale Solar](#) | SolSmart Issue Brief
- [Center for Pollinators in Energy](#) | Fresh Energy
- [Innovative Solar Practices Integrated with Rural Economies and Ecosystems \(InSPIRE\)](#) | National Renewable Energy Lab (NREL)
- [Dual-Use Solar and Agriculture](#) | University of Massachusetts Amherst

PZ-12

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Ensure the zoning ordinance requires a decommissioning plan that outlines the terms and conditions for a large-scale solar PV system's proper removal at the end of its useful life cycle or in the event of cessation of operation. (The decommissioning plan may include steps to remove the system, requirements for disposal and/or recycling of system components, and restoration as needed to allow for return to agriculture or other land use).



A community's zoning ordinance can require a decommissioning plan that clearly outlines the roles, responsibilities, terms, and conditions to ensure the local government will not be responsible for the removal of a large-scale solar PV system. Decommissioning is the responsibility of the system owner and requiring a plan can alleviate concerns that a local government will be unnecessarily burdened with system removal.

Recommended Verification:

- Provide a link to the zoning ordinance or land use regulations that includes language about a decommissioning plan for large-scale solar PV. Please indicate the relevant section(s).

Community Examples:

- [La Crosse, WI](#) | SolSmart Gold
- [Will County, IL](#) | SolSmart Gold

Resources:

- [Model Solar Energy Local Law \(NY\)](#) | New York State Energy Research and Development Authority (NYSERDA)
- [Template Solar Energy Development Ordinance for North Carolina](#) | North Carolina Clean Energy Technology Center (NCCETC)

- [A Survey of Federal and State-Level Solar System Decommissioning Policies in the United States](#) | National Renewable Energy Laboratory (NREL)
- [Decommissioning Solar Panel Systems](#) | New York State Energy Research and Development Authority (NYSERDA)
- [Land Use Considerations for Large-scale Solar](#) | SolSmart Issue Brief

PZ-13	5	Ensure the zoning ordinance establishes solar energy zones and/or solar overlays for large-scale solar PV.	<input type="checkbox"/>
<p>A community's zoning ordinance and land use regulations could establish a solar energy zone or overlay. This strategy can encourage solar development on favorable sites and reduce the project development timeline by streamlining permitting and zoning requirements.</p>			
<p>Recommended Verification:</p> <ul style="list-style-type: none"> • Provide a link to the zoning ordinance or land use regulations that establish solar energy zones and/or solar overlays for large-scale solar PV. Please indicate the relevant section(s). 			
<p>Community Examples:</p> <ul style="list-style-type: none"> • Framingham, MA (pg. 96) SolSmart Silver • Wellesley, MA (pg. 101) SolSmart Silver 			
<p>Resources:</p> <ul style="list-style-type: none"> • Planning for Solar Energy American Planning Association (APA) • Planning, Zoning & Development SolSmart's Toolkit for Local Governments 			

PZ-14	10	Require new construction to be solar ready in at least one zoning district by adopting Appendix U (International Code Council), Appendix RB (International Energy Conservation Code), or another mechanism.	<input type="checkbox"/>
<p>Local governments can proactively plan for increased solar deployment by requiring new construction to be solar ready which can reduce the installation costs if a solar system will be installed at some point in the future. Solar ready buildings are designed and engineered in such a way that allows for the easy installation of a future solar system. The International Code Council (ICC) has developed model codes and standards for solar ready construction.</p>			
<p>Recommended Verification:</p> <ul style="list-style-type: none"> • Provide a link to the adopted code(s) or language that requires new construction to be solar ready. 			
<p>Community Examples:</p> <ul style="list-style-type: none"> • El Paso, TX SolSmart Gold • Warrenville, IL SolSmart Gold 			
<p>Resources:</p> <ul style="list-style-type: none"> • Planning for Solar Energy American Planning Association (APA) • Planning, Zoning & Development SolSmart's Toolkit for Local Governments • Solar Ready Construction Guidelines Mid-America Regional Council (MARC) 			

PZ-15	20	Codify a solar requirement for new construction and/or retrofits meeting a specific threshold, in at least one zoning district.	<input type="checkbox"/>
<p>Local governments can proactively promote solar development by requiring a solar installation on new construction, and/or retrofits. Installing solar on new construction is cost-effective and can rapidly increase solar deployment in a community. A solar requirement can be mandated at a local level in the code of ordinances or, as in the case of California, at the state level.</p>			
<p>Recommended Verification:</p> <ul style="list-style-type: none"> • Provide a link to the adopted code(s) or language that requires solar on new construction or retrofits. 			
<p>Community Examples:</p> <ul style="list-style-type: none"> • Santa Monica, CA SolSmart Gold • South Miami, FL (Section W) SolSmart Silver 			
<p>Resources:</p> <ul style="list-style-type: none"> • Better Roofs Ordinance San Francisco Planning Department • Planning for Solar Energy American Planning Association (APA) • Planning, Zoning & Development SolSmart's Toolkit for Local Governments 			

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PZ-16	10	Require new construction affordable housing and multifamily housing to be solar ready.	<input type="checkbox"/>
<p>While affordable housing and multi-family housing projects may not be able to install solar at the time of construction due to upfront costs or other challenges, they can be designed and built to ensure they are ready to support solar in the future. Local governments can require these buildings to be designed and engineered in such a way that reduces the cost and complexity of solar installation. The International Code Council (ICC) has developed model codes and standards for solar ready construction.</p>			
<p>Recommended Verification:</p> <ul style="list-style-type: none"> Provide a link to the adopted code(s) or language that requires new construction to be solar ready. 			
<p>Community Examples:</p> <ul style="list-style-type: none"> Austin, TX (pg 4) SolSmart Gold 			
<p>Resources:</p> <ul style="list-style-type: none"> Appendix U International Residential Code (IRC) Appendix RB International Energy Conservation Code (IECC) Planning for Solar Energy American Planning Association (APA) Planning, Zoning & Development SolSmart's Toolkit for Local Governments Solar Ready Construction Guidelines Mid-America Regional Council (MARC) 			

PZ-17	10	Provide clear guidance for the installation of solar PV in areas such as historic properties, flood zones or special overlay districts.	<input type="checkbox"/>
<p>Many communities contain historic properties or historic districts that aim to preserve a community's character and heritage. These properties and districts are often regulated by specific design guidelines that outline how a historic property may be modified. These guidelines can include the best methods to incorporate a solar energy installation while maintaining the historical nature of the structure and surrounding neighborhood and provide a clear review process.</p>			
<p>Recommended Verification:</p> <ul style="list-style-type: none"> Provide a link to the zoning ordinance or land use regulations that includes guidance on the installation of solar PV on historic properties and in special overlay districts. Please indicate the relevant section(s). Provide a link to guidance for the installation of solar PV on historic properties and in special overlay districts. 			
<p>Community Examples:</p> <ul style="list-style-type: none"> Ann Arbor, MI SolSmart Silver Park City, UT SolSmart Gold Pima County, AZ SolSmart Gold 			
<p>Resources:</p> <ul style="list-style-type: none"> Best Practice Guidance for Solar and Zoning – Accessory Use SolSmart Implementing Solar PV Projects on Historic Buildings and in Historic Districts National Renewable Energy Laboratory (NREL) Installing Solar Panels on Historic Buildings North Carolina Clean Energy Technology Center (NCCETC) Planning for Solar Energy American Planning Association (APA) Planning, Zoning & Development SolSmart's Toolkit for Local Governments 			

PZ-18	10	Train planning and zoning staff on best practices in planning and zoning for solar PV. Training must have occurred in the past two years.	<input type="checkbox"/>
<p>Regular solar PV training, at least every two years, is a best practice to ensure planning and zoning staff are up-to-date on strategies for incorporating solar into plans, ordinances, and development regulations. Training staff in planning and zoning best practices for solar can help them to evaluate the options available for reducing barriers to solar and enable them to customize these best practices to their local context. Training can help staff develop clear, transparent, well-defined, and consistent planning and zoning regulations and processes that provide certainty for property owners and solar developers. Local governments can require staff to attend full or half-day workshops (either live or online) and provide or create resources designed to help staff keep up with advances in solar planning and zoning best practices.</p>			
<p>Recommended Verification:</p> <ul style="list-style-type: none"> Provide a signed memo with details about the planning and zoning training including name of training, name of trainer, attendees (name, title, department), date and time, location, agenda, and presentation/slides. 			

11.

Templates:

- [SolSmart Training Verification Memo](#) | SolSmart

Resources:

- [Best Practices in Solar Planning and Zoning](#) | SolSmart Webinar
- [Planning for Solar Energy](#) | American Planning Association (APA)
- [Planning, Zoning & Development](#) | SolSmart's Toolkit for Local Governments
- [Solar@Scale Webinar Series, Session 5](#) | ICMA and APA

PZ-19	5	Post an online fact sheet that provides an overview of what zoning allows for solar PV under what conditions and in which districts (e.g. types and sizes of solar systems permitted, the processes required, and other relevant information).	<input type="checkbox"/>
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A community's zoning ordinance and land use regulations create statutory limits on what individuals may do with their property as a matter of right and often provides additional processes to consider special exceptions. Land use regulations often contain use standards that provide additional requirements for certain types of development. However, these regulations can sometimes be unclear and difficult to access, especially for topics like solar PV. Posting an online fact sheet that summarizes zoning regulations for solar represents a major step toward overcoming informational barriers.

Recommended Verification:

- Provide a link to the fact sheet, zoning determination letter, or other online document that clarifies and summarizes how the zoning ordinance and land use regulations regulate solar energy.

Community Examples:

- [San Diego County, CA](#) | SolSmart Gold
- [Sedona, AZ](#) | SolSmart Bronze

Resources:

- [Planning, Zoning & Development](#) | SolSmart's Toolkit for Local Governments

PZ-20	10	Include specific solar PV goals, metrics, and strategies in the most current published version of relevant local plans (e.g., energy plan, climate plan, comprehensive plan).	<input type="checkbox"/>
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Planning documents provide the foundation for a community's vision for how and where it would like future development to occur. Development is governed largely by the components of the comprehensive plan and guided by the policies and strategies outlined in other functional plans such as a Climate Action Plan or Sustainability Plan. These planning documents should align to have solar energy goals, metrics, and strategies that promote solar development in an organized and efficient manner.

Recommended Verification:

- Provide a link to the relevant plans that incorporate solar PV goals, metrics, and/or strategies. Please indicate the relevant section(s).

Community Examples:

- [Ann Arbor, MI](#) | SolSmart Silver
- [Philadelphia, PA](#) | SolSmart Gold

Resources:

- [Integrating Solar Energy into Local Plans](#) | American Planning Association (APA)
- [Solar Power in Your Community](#) | Office of Energy Efficiency and Renewable Energy
- [Energy Transitions Playbook](#) | Office of Energy Efficiency and Renewable Energy
- [Local Government Strategies for 100% Clean Energy](#) | SolSmart Webinar
- [Planning for Solar Energy](#) | American Planning Association (APA)
- [Planning, Zoning & Development](#) | SolSmart's Toolkit for Local Governments

PZ-21	5	Draft new or updated language and provide a timeline for the inclusion of specific solar PV goals, metrics, and/or strategies into existing and/or future plans.	<input type="checkbox"/>
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Planning documents provide the foundation for a community's vision for how and where it would like future development to occur. Comprehensive, sub-area, and functional plans also provide policy guidance to the local government as it weighs how future development aligns with other objectives. Communities that would like to promote solar development in an organized and efficient manner should draft solar energy goals, metrics, or strategies for inclusion in new or updated plans.

Recommended Verification:

- Provide draft language of the proposed plan changes that relate to solar energy and a timeline for inclusion in future plans.

11.

Community Examples:

- [Chatham County, NC](#) | SolSmart Gold
- [South St. Paul, MN](#) | SolSmart Bronze

Resources:

- [Solar Resource Development Requirement](#) | Metropolitan Council (Met Council)
- [Integrating Solar Energy into Local Plans](#) | American Planning Association (APA)
- [Planning for Solar Energy](#) | American Planning Association (APA)
- [Planning, Zoning & Development](#) | SolSmart's Toolkit for Local Governments

PZ-22	5	Share solar PV progress towards achieving targets or metrics from PZ-20 on the solar landing page.	<input type="checkbox"/>
Publicly reporting progress toward solar goals helps to create transparency and accountability. These metrics allow local governments to see the impacts of their policies and identify the need to adjust their strategies. To be meaningful, metrics should be updated annually at a minimum, but communities should strive for quarterly updates. Please specify the reporting period for which the reported metrics apply.			
Recommended Verification:			
<ul style="list-style-type: none"> • Provide a link to the relevant information on the solar landing page. Include date when the information was last updated. 			
Community Examples:			
<ul style="list-style-type: none"> • Cambridge, MA SolSmart Bronze • Madison, NJ Not designated 			
Resources:			
<ul style="list-style-type: none"> • State and Local Planning for Energy (SLOPE) National Renewable Energy Lab (NREL) 			

PZ-23	10	Include specific large-scale solar PV goals, metrics, and strategies in the most current published version of relevant local plans (e.g. energy plan, climate plan, comprehensive plan).	<input type="checkbox"/>
Planning documents provide the foundation for a community's vision for how and where it would like future development to occur. Development is governed largely by the components of the comprehensive plan and guided by the policies and strategies outlined in other functional plans such as a Climate Action Plan or Sustainability Plan. These planning documents should align to have large-scale solar energy goals, metrics, and strategies that promote solar development in an organized and efficient manner.			
Recommended Verification:			
<ul style="list-style-type: none"> • Provide a link to the relevant plans that incorporate large-scale solar PV goals, metrics, and/or strategies. Please indicate the relevant section(s). 			
Community Examples:			
<ul style="list-style-type: none"> • Stearns County, MN SolSmart Silver • Santa Barbara County, CA SolSmart Bronze • City of Boise, ID SolSmart Gold 			
Resources:			
<ul style="list-style-type: none"> • Solar@Scale Guidebook ICMA and APA • Planning for Utility Scale Solar Energy Facilities American Planning Association (APA) • Mapping Opportunities for land based renewable energy generation in Ontario: a guidebook for local planners and analysts Community Energy Knowledge-Action Partnership • Planning, Zoning & Development SolSmart's Toolkit for Local Governments 			

PZ-24	20	Develop a solar PV assessment that identifies community-wide feasibility for solar PV development within a jurisdiction (differentiate between large-scale, municipal, etc.)	<input type="checkbox"/>
Local governments can proactively identify sites that are favorable for solar PV projects. Identifying sites that have high solar potential and the best characteristics for large-scale solar development can reduce potential conflicts between solar and other land uses and speed up the project development timeline.			
Recommended Verification:			
<ul style="list-style-type: none"> • Provide a link to the PV assessment. 			
Community Examples:			
<ul style="list-style-type: none"> • Mountain Iron, MN SolSmart Bronze • Santa Clara County, CA Not Designated 			

Resources:

- [Solar Development on Public Facilities and Under-Utilized Land](#) | SolSmart's Toolkit for Local Governments
- [Decision Support Tools for Local Solar Planning and Development](#) | SolSmart Webinar
- [Solar Project Development Pathway- Site and Opportunity Assessment](#) | U.S. Environmental Protection Agency (EPA)
- [System Advisor Model \(SAM\)](#) | National Renewable Energy Lab (NREL)

PZ-25 10 Enable solar rights through a local solar access ordinance.

In some states, local governments have jurisdiction to enable solar rights through an ordinance. A solar rights or access ordinance protects a property owner's right to sunlight, ensuring a solar installation has access to the sunlight it needs to generate electricity. A solar access ordinance can also remove restrictive covenants for solar PV in relevant zones.

Recommended Verification:

- Provide a link to the zoning ordinance or land use regulations that protects solar rights and access. Please indicate the relevant section(s).

Community Examples:

- [Ashland, OR](#) | Not Designated
- [Freeport, IL](#) | SolSmart Gold

Resources:

- [Best Practices in Zoning for Solar](#) | National Renewable Energy Laboratory (NREL)
- [Planning for Solar Energy](#) | American Planning Association (APA)
- [Planning, Zoning & Development](#) | SolSmart's Toolkit for Local Governments

PZ-26 20 Codify in the zoning ordinance that accessory use energy storage systems are explicitly allowed by-right in all major zones.

A community's zoning ordinance and land use regulations create statutory limits on what individuals may do with their property as a matter of right. Zoning often provides additional processes, which can be long and costly, to consider special exceptions when a proposal is inconsistent with current land use regulations. Codifying residential energy storage as an accessory use and allowed or by-right use in all major zoning categories provides policy certainty and clarity which can promote easier and more equitable energy storage deployment. It can increase energy storage development and save property owners time and money because they can avoid going through a more extensive process to have their energy storage system considered.

Recommended Verification:

- Provide a link to the zoning ordinance or land use regulations that codify energy storage as an accessory use and allowed or by-right use. Please indicate the relevant section(s).

Resources:

- [Battery Energy Storage Model Law](#) | New York State Energy Research and Development Authority (NYSERDA)
- [NYC Energy Storage Systems Zoning Guide](#) | Sustainable CUNY Smart Distributed Generation Hub

Government Operations

GO-1	20	Install solar PV on local government facilities and/or local government-controlled land (Required for Platinum)	<input type="checkbox"/>
<p>Local governments can lead by example and install solar on their facilities and/or land to achieve clean energy goals. Solar installations can generate revenue for local governments, deliver electricity cost savings, and serve as an educational tool for community members. Local governments are encouraged to install solar at highly visible locations to maximize the educational value.</p>			
<p>Recommended Verification:</p> <ul style="list-style-type: none"> Provide news articles, a press release announcing the commissioned system, or webpage that summarizes the details of the installation(s) including total number of systems, size, location, visibility and photos. A signed contract for project installation is also an acceptable form of verification. 			
<p>Community Examples:</p> <ul style="list-style-type: none"> Johnson County, IA SolSmart Gold New York City, NY SolSmart Gold 			
<p>Resources:</p> <ul style="list-style-type: none"> Procurement Guidance American Cities Climate Challenge Renewables Accelerator Solar Decision Support and Resources for Local Governments National Renewable Energy Laboratory (NREL) Solar Development on Public Facilities and Under-utilized Land SolSmart's Toolkit for Local Governments Solar Power Purchase Agreements: A Toolkit for Local Governments Interstate Renewable Energy Council (IREC) 			
GO-2	10	Discuss community goals for solar PV, net metering, community solar, and/or interconnection processes with the local utility and explore areas for future collaboration.	<input type="checkbox"/>
<p>Local governments can leverage their relationship with electric utilities to encourage increased support for, and development of, solar energy. Local governments and utilities can partner to provide community solar programs, solar incentives, and help improve the solar interconnection process. Utilities can also help local governments meet municipal or community-wide renewable energy goals by procuring large amount of solar energy.</p>			
<p>Recommended Verification:</p> <ul style="list-style-type: none"> Provide meeting minutes (including a list of follow-up action items), e-mail correspondence, meeting agenda, materials prepared for the meeting (e.g., handouts and slides), or other evidence that at least one meeting occurred with your local utility. 			
<p>Community Examples:</p> <ul style="list-style-type: none"> Minneapolis, MN SolSmart Gold Missoula, MT SolSmart Silver 			
<p>Resources:</p> <ul style="list-style-type: none"> Engagement Guidance American Cities Climate Challenge Renewables Accelerator Making Solar & Electrification Policies Mutually Beneficial SolSmart Webinar Procurement Guidance American Cities Climate Challenge Renewables Accelerator Solar & Electrification, A Beneficial Partnership SolSmart Issue Brief Utilizing City-Utility Partnership Agreements to Achieve Climate and Energy Goals World Resources Institute (WRI) 			
GO-3	10	Coordinate with regional organizations and/or local governments to engage utilities on advancing solar policies such as utility procurement of solar PV, green tariffs, and/or interconnection process improvements.	<input type="checkbox"/>
<p>Local governments can find strength in numerous as they advance ambitious energy transformation goals. Collaborating with other local governments and/or regional organizations (such as Councils of Government and Regional Planning Councils) allows resources, expertise, and staff to be pooled together which can enhance efforts to work with utilities. Networks of communities and utilities can provide opportunities to share best practices and common strategies through peer-to-peer learning. They can also help build coalitions and advocate for state policy.</p>			
<p>Recommended Verification:</p> <ul style="list-style-type: none"> Provide details about your community's participation in coordinated efforts between local governments and/or regional organizations to engage utilities with the goal of advancing solar initiatives. 			

11.

Community Examples:

- [Lake Forest, IL](#) | SolSmart Bronze
- [Salt Lake City, UT](#) | SolSmart Bronze

Resources:

- [Engagement Guidance](#) | American Cities Climate Challenge Renewables Accelerator
- [Engagement Tracker](#) | American Cities Climate Challenge Renewables Accelerator
- [PJM Cities & Communities Coalition](#) | World Resources Institute (WRI)
- [Procurement Guidance](#) | American Cities Climate Challenge Renewables Accelerator
- [Utilizing City-Utility Partnership Agreements to Achieve Climate and Energy Goals](#) | World Resources Institute (WRI)
- [Municipal Franchise Agreements and Clean Energy Objectives](#) | National Renewable Energy Lab (NREL)

GO-4	20	Demonstrate coordination between local government inspectors and utility staff to reduce Permission to Operate timeline for solar PV.	<input type="checkbox"/>
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A solar system that has not been granted permission to operate (PTO), is not allowed to produce electricity which can have economic impacts for the system owner. To reduce economic loss, local governments can coordinate with the electric utility to ensure solar PV systems can begin operation as soon as it has been confirmed that the systems are properly constructed and connected to the grid. Consolidating and/or coordinating local government inspections and utility interconnection inspections can save time and money for solar installers and property owners.

Recommended Verification:

- Provide details about the coordination process and explaining how this process reduces the time between inspection and Permission to Operate

Community Examples:

- [Leon County, FL](#) | SolSmart Gold
- [Mount Prospect, IL](#) | SolSmart Gold

Resources:

- [Utility Engagement](#) | SolSmart's Toolkit for Local Governments

GO-5	10	Conduct feasibility analysis for solar PV on local government facilities and/or local government-controlled land.	<input type="checkbox"/>
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Local governments can lead by example and install solar PV on their facilities and/or land to achieve clean energy goals and generate electricity cost savings. The first step is conducting a feasibility analysis to discover which rooftops or grounds have the highest solar potential and best characteristic for a solar installation. A feasibility analysis can be done using outside consultants, or with tools provided by federal agencies, such as the Department of Energy (DOE). An RFP can then be issued for the most favorable sites. Communities that receive GO-6, GO-7 or GO-8 may also receive GO-5 if they completed a feasibility analysis as part of the project development process.

Recommended Verification:

- Provide a link to the feasibility analysis or details about the feasibility analysis that was conducted – who conducted, what were the sites, when was it conducted, what were the recommendations and next steps.

Community Examples:

- [Asheville, NC](#) | SolSmart Gold
- [Mountain Iron, MN](#) | SolSmart Bronze

Resources:

- [Decision Support Tools for Local Solar Planning & Development](#) | SolSmart Webinar
- [Solar Project Development Pathway - Site and Opportunity Assessment](#) | Environmental Protection Agency (EPA)
- [Solar Development on Public Facilities and Under-utilized Land](#) | SolSmart's Toolkit for Local Governments
- [System Advisor Model \(SAM\)](#) | National Renewable Energy Laboratory (NREL)

GO-6	20	Install solar PV integrated with other technologies such as battery storage or electric vehicle charging on local government facilities and/or local government-controlled land.	<input type="checkbox"/>
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Solar can provide unique benefits when paired with other distributed energy technologies. Co-locating solar with other technologies can improve resilience, provide demand-charge reductions, and charging electric vehicles with a renewable source of energy.

11.

Recommended Verification:

- Provide a news article, a press release announcing the commissioned system, or webpage that summarizes the details of the solar installation(s) integrated with other technologies including total number of systems, size, location, technologies used, and photos.

Community Examples:

- [Duluth, MN](#) | SolSmart Gold
- [Montgomery County, MD](#) | SolSmart Gold
- [Boulder, CO](#) | SolSmart Gold

Resources:

- [Best Practices for Solar & Electric Bus Charging at Transit Agencies](#) | SolSmart Webinar
- [REopt: Renewable Energy Integration & Optimization](#) | National Renewable Energy Laboratory (NREL)
- [Solar and Electric Vehicles: A Guide for Local Governments](#) | SolSmart
- [Solar & Electric Vehicle Best Practices for Local Governments](#) | SolSmart Webinar

GO-7	20	Install solar PV on local government-controlled brownfields and/or under-utilized properties.	<input type="checkbox"/>
As large, open spaces with limited future uses, brownfields, landfills, and other under-utilized lands are favorable locations for solar PV systems. Local governments can lease these lands for solar development to increase locally installed solar capacity while generating land lease revenue.			
Recommended Verification:			
<ul style="list-style-type: none"> ● Provide a news article, a press release announcing the commissioned system, or webpage that summarizes the details of the installation(s) including total number of systems, size, location, and photos. 			
Community Examples:			
<ul style="list-style-type: none"> ● Cary, NC SolSmart Silver ● Eau Claire, WI SolSmart Gold 			
Resources:			
<ul style="list-style-type: none"> ● Developing Solar on Brownfields SolSmart Webinar ● RE-Powering America's Land Environmental Protection Agency (EPA) ● Solar Development on Public Facilities and Under-utilized Land SolSmart's Toolkit for Local Governments ● The Guide to Developing Solar Photovoltaics at Massachusetts Landfills Massachusetts Department of Energy Resources 			

GO-8	10	Require new local government facilities and/or facility retrofits meeting a specific threshold to be solar ready.	<input type="checkbox"/>
Local governments can lead by example and require new facilities or those completing a retrofit to be solar ready. Solar ready construction can reduce the installation costs if a solar system will be installed at some point in the future. Solar ready buildings are designed and engineered in such a way that allows for the easy installation of a future solar system.			
Recommended Verification:			
<ul style="list-style-type: none"> ● Provide a link to adopted code(s) or language that require new construction and/or retrofits of local government facilities to be solar ready. 			
Community Examples:			
<ul style="list-style-type: none"> ● Montgomery County, MD SolSmart Gold 			
Resources:			
<ul style="list-style-type: none"> ● Solar-Ready Building Design: A Summary of Technical Considerations National Renewable Energy Laboratory (NREL) 			

GO-9	20	Procure solar energy for municipal operations through an offsite physical PPA, virtual PPA, green tariff, or similar structure.	<input type="checkbox"/>
To meet climate and energy goals, local governments can procure a large amount of solar energy through an appropriate structure, depending on the types of contracts allowed by state and utility regulations.			
Recommended Verification:			
<ul style="list-style-type: none"> ● Provide a document such as a news article, contract, press release, or similar official document containing the details how the local government has procured solar energy. 			
Community Examples:			
<ul style="list-style-type: none"> ● Cincinnati, OH Not Designated 			

- [Denton, TX](#) | SolSmart Gold

Resources:

- [How Cities Benefit from Power Purchase Agreements](#) | Center for Climate and Energy Solutions (C2ES)
- [How Local Governments Can Buy Renewable Energy & Support Market Development](#) | SolSmart Webinar
- [Local Government Strategies for 100% Clean Energy](#) | SolSmart Webinar
- [Procurement Guidance](#) | American Cities Climate Challenge Renewables Accelerator
- [Municipal Solar Procurement](#) | SolSmart Webinar

GO-10	5	Obtain a Community Benefits Agreement with solar developer for solar installation.	<input type="checkbox"/>
<p>A community benefits agreement (CBA) is a contract between a developer and one or more community groups or organizations. The CBA outlines benefits the developer will deliver to the community in exchange for community support of the solar project. A CBA goes above and beyond a typical siting or development agreement, which commonly list annual local tax payments or local infrastructure upgrades (e.g. road repavement). Examples of common CBA benefits include jobs training programs, local hiring goals, and living wage requirements.</p>			
<p>Recommended Verification:</p> <ul style="list-style-type: none"> • A copy of the CBA or a public document that summarizes the details of the CBA. 			
<p>Resources:</p> <ul style="list-style-type: none"> • Community Benefit Agreement Toolkit U.S. Department of Energy Office of Economic Impact and Diversity 			

GO-11	10	Post metrics related to the number of municipal solar PV or solar PV plus storage/EV installations and installed capacity, municipal solar PV energy procured (ownership, PPAs, community solar offtake), and percent (%) of municipal energy usage offset by renewable energy.	<input type="checkbox"/>
<p>Posting metrics publicly provides transparency and allows community members to understand how the community is progressing toward its goals. This is an important way to create accountability and will help identify the need to implement further actions if goals are not being met. Metrics must be updated annually at a minimum, but communities should strive for quarterly updates. Please specify the reporting period for which the posted metrics apply.</p>			
<p>Recommended Verification:</p> <ul style="list-style-type: none"> • Provide a link to this information on the solar landing page. Include date when the information was last updated and date tracking began. 			
<p>Templates:</p> <ul style="list-style-type: none"> • SolSmart Solar Landing Page Template SolSmart 			
<p>Community Examples:</p> <ul style="list-style-type: none"> • Cambridge, MA SolSmart Gold 			
<p>Resources:</p> <ul style="list-style-type: none"> • State and Local Planning for Energy (SLOPE) National Renewable Energy Lab (NREL) • Electric Vehicle Charging Station Locations Office of Energy Efficiency and Renewable Energy 			

GO-12	10	Directly install or provide technical or financial support for the installation of solar PV on affordable housing, multifamily housing, community-based organizations, and/or resilience hubs.	<input type="checkbox"/>
<p>Local governments can partner with community-serving organizations, housing developers and managers of resilience hubs to support the implementation of solar. Local governments may be able to offer technical support if they have relevant expertise for example in project development, energy or project finance. In other instances, local governments may be able to offer direct financial support to these projects.</p>			
<p>Recommended Verification:</p> <ul style="list-style-type: none"> • Provide links and/or a signed memo outlining the support provided. 			
<p>Community Examples:</p> <ul style="list-style-type: none"> • Hillsborough County Not designated 			
<p>Resources:</p> <ul style="list-style-type: none"> • Process Guide for City-Community Collaboration Greenlink Analytics • Clean Energy for Low Income Communities Accelerator Toolkit U.S. Department of Energy Better Buildings 			

- [The Inflation Reduction Act: What does it mean for Affordable Housing \(webinar\)](#) | Enterprise Community Partners

GO-13	10	Train local government staff on regulatory and (where applicable) wholesale market barriers to solar deployment and potential engagement pathways to address these barriers. Training must have occurred in the past two years.	<input type="checkbox"/>
<p>Regular solar PV training, at least every two years, is a best practice to ensure local government staff are up to date on regulatory practices and wholesale markets. Trainings increase staff knowledge of solar energy system deployment and ensures they know the best procedures to address any barriers. Increased staff knowledge can improve involvement in the regulatory process, making their needs and concerns heard. Local governments can require staff to attend full or half-day workshops (either live or online) and provide resources designed to help keep staff informed about advances in solar and storage technologies.</p>			
<p>Recommended Verification:</p> <ul style="list-style-type: none"> • Provide a signed memo with details about the regulatory and wholesale market training including name of training, name of trainer, attendees (name, title, department), date and time, location 			
<p>Templates:</p> <ul style="list-style-type: none"> • SolSmart Training Verification Memo SolSmart 			
<p>Resources:</p> <ul style="list-style-type: none"> • The Impacts of Wholesale Market Rules and Policies on Clean Energy Goals: A Primer for Local Governments World Resources Institute 			

GO-14	10	Train local government staff on best practices and issues regarding solar interconnection with the local utility. Training must have occurred within the past two years.	<input type="checkbox"/>
<p>Regular solar PV training, at least every two years, is a best practice to ensure local government staff are equipped to work with the local utility on interconnection issues. Trainings increase staff knowledge of the solar interconnection process to the grid, thereby decreasing time from installation to an active PV system. Local governments can require staff to attend full or half-day workshops (either live or online) and provide resources designed to help keep staff informed about advances in solar and storage technologies.</p>			
<p>Recommended Verification:</p> <ul style="list-style-type: none"> • Provide a signed memo with details about the interconnection training including name of training, name of trainer, attendees (name, title, department), date and time, location 			
<p>Templates:</p> <ul style="list-style-type: none"> • SolSmart Training Verification Memo SolSmart 			
<p>Resources:</p> <ul style="list-style-type: none"> • 2019 Model Interconnection Procedures Interstate Renewable Energy Council (IREC) • Toolkit and Guidance for the Interconnection of Energy Storage and Solar-Plus-Storage Interstate Renewable Energy Council (IREC) • Generic Technical Interconnection and Interoperability Requirements (TIIRs) EPRI • Solar Photovoltaics Guide ConEdison • Guidelines for Generator Interconnection Eversource 			

Community Engagement

CE-1	10	Post a solar landing page on local government’s website with information that may include the community’s solar goals, educational materials and tools that promote solar, and resources for solar development (e.g. permitting checklist, application forms, zoning regulations, etc.). (Required for Silver)	<input type="checkbox"/>
<p>A solar landing page is a way to provide residents, businesses, and solar installers with important information about your community’s solar energy policies, processes, goals, and metrics from one centralized location. It is also a way to educate community members about solar energy topics like financing options and consumer protection best practices. Information and resources posted should be made available in multiple languages as appropriate for your community. In addition, information and resources should be available to community members in print form if requested.</p>			
<p>Recommended Verification:</p> <ul style="list-style-type: none"> • Provide a link to the solar landing page. 			
<p>Community Examples:</p> <ul style="list-style-type: none"> • Olympia, WA SolSmart Gold • Pulaski County, VA SolSmart Gold • Tyngsborough, MA SolSmart Gold 			
<p>Templates:</p> <ul style="list-style-type: none"> • SolSmart Solar Landing Page Template SolSmart 			
<p>Resources:</p> <ul style="list-style-type: none"> • Homeowner’s Guide to Going Solar (View in Spanish) U.S. Department of Energy (DOE) • Residential Consumer Guide to Solar Power Solar Energy Industries Association (SEIA) 			
CE-2	20	Establish partnerships with local community-based organizations or other organizations focused on serving disadvantaged communities within your community to define your community’s solar equity goals, develop implementation strategies, and establish a plan for tracking and reporting on progress. (Required for Platinum)	<input checked="" type="checkbox"/>
<p>Community-based organizations can assist local governments to define and develop solar equity goals grounded in the needs and priorities of the community. Partnering with organizations that have strong ties with disadvantaged communities is an important way to ensure that solar projects and programs, as well as outreach efforts, are designed to meet the needs of those communities. For example, a local government, a CBO, and a local solar installer could come together to implement a solarize campaign customized to LMI households or to develop a targeted outreach strategy related to a community solar project. The partnership may have a scope that is broader than solar (for example, partnering on a range of climate-related goals or economic development initiatives) as long as it clearly includes solar deployment goals strategies. Developing a shared approach to tracking and reporting helps create transparency and accountability and can be an important component to building trust.</p>			
<p>Recommended Verification:</p> <ul style="list-style-type: none"> • Signed memo summarizing the names of partner organizations, scope of the partnership, defined goals, outcomes (or intended outcomes), plan for tracking progress and next steps for the partnership. 			
<p>Resources:</p> <ul style="list-style-type: none"> • Integrating Equity into City Clean Energy Initiatives American Cities Climate Challenge Renewables Accelerator • Solar with Justice Clean Energy States Alliance • From Community Engagement to Ownership Urban Sustainability Director’s Network (USDN) • Process Guide for City-Community Collaboration Greenlink Analytics • Greenlink Equity Map Greenlink Analytics • Shared Accountability Guide and Framework 100% Accountability Cohort • Justice40 Screening Tool Justice40 Initiative • Clean Energy for Low Income Communities Accelerator Toolkit U.S. Department of Energy Better Buildings 			
CE-3	5	Post online resources about residential and commercial solar PV financing options and incentives.	<input type="checkbox"/>
<p>Many different financing options are available for residential and commercial solar PV. Local governments can play an important role in providing access to information about available options. Information and resources posted</p>			

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should be made available in multiple languages as appropriate for your community. In addition, information and resources should be available to community members in print form if requested.

Recommended Verification:

- Provide a link to this information on the solar landing page.

Community Examples:

- [Walnut Creek, CA](#) | SolSmart Gold
- [Wood County, WI](#) | SolSmart Gold

Templates:

- [SolSmart Solar Landing Page Template](#) | SolSmart

Resources:

- [A Homeowner's Guide to Solar Financing: Leases, Loans and PPAs](#) | Clean Energy States Alliance (CESA)
- [Database of State Incentives for Renewables and Efficiency \(DSIRE\)](#) | North Carolina Clean Energy Technology Center (NCCETC)
- [Financing your solar panel system](#) | EnergySage
- [Homeowner's Guide to the Federal Tax Credit for Solar Photovoltaics \(View in Spanish\)](#) | U.S. Department of Energy (DOE)

CE-4 **5** **Post online resources about consumer protection and solar PV.**

Solar energy can be a new and complex topic for community members. Local governments can provide online guides and resources to help community members have a clear understanding of solar PV, allowing them to make informed decisions. Information and resources posted should be made available in multiple languages as appropriate for your community. In addition, information and resources should be available to community members in print form if requested.

Recommended Verification:

- Provide a link to a webpage containing consumer protection resources.

Community Examples:

- [Alexandria, VA](#) | SolSmart Gold
- [James City County, VA](#) | SolSmart Bronze

Templates:

- [SolSmart Solar Landing Page Template](#) | SolSmart

Resources:

- [Consumer Solar Checklist](#) | Interstate Renewable Energy Council (IREC)
- [EnergySage](#) | EnergySage
- [Residential Issues and Existing Regulatory Framework](#) | SolSmart's Toolkit for Local Governments
- [Solar Customer Resource Portal](#) | Solar Energy Industries Association (SEIA)
- [Solar Owner's Manual \(View in Spanish\)](#) | Solar United Neighbors (SUN)

CE-5 **5** **Post an online summary of state policies related to a property owner's solar access and solar rights, including links to state-level policy.**

Community members are often unaware that state policy could impact their property's solar rights. Solar rights and solar access are terms which describe the ability of property owners to utilize sunlight on their property. Each state has its own unique policy and enforcement regime. Information and resources posted should be made available in multiple languages as appropriate for your community. In addition, information and resources should be available to community members in print form if requested.

Recommended Verification:

- Provide a link to a webpage with summary of state policies relating to solar access and/or rights.

Community Examples:

- [Torrance, CA](#) | SolSmart Gold
- [Wilmette, IL](#) | SolSmart Silver

Templates:

- [SolSmart Solar Landing Page Template](#) | SolSmart

Resources:

- [Homeowners Associations and Solar Access](#) | Solar United Neighbors
- [Database of State Incentives for Renewables and Efficiency \(DSIRE\)](#) | North Carolina Clean Energy Technology Center (NCCETC)

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CE-6	5	Post an online summary of state policies related to Homeowner Associations (HOAs) ability to regulate and/or restrict solar PV, including links to state-level policy.	<input type="checkbox"/>
<p>Homeowner Associations often aim to impose restrictive measures on solar PV systems. Community members should be aware of state policy that defines what HOAs are allowed and not allowed to do in terms of regulating solar PV systems.</p>			
<p>Recommended Verification:</p> <ul style="list-style-type: none"> • Provide a link to the summary of state policies relating to Homeowner Associations and solar PV. 			
<p>Community Examples:</p> <ul style="list-style-type: none"> • Hallandale Beach, FL SolSmart Silver • Torrance, CA SolSmart Gold 			
<p>Templates:</p> <ul style="list-style-type: none"> • SolSmart Solar Landing Page Template SolSmart 			
<p>Resources:</p> <ul style="list-style-type: none"> • Homeowners Associations and Solar Access Solar United Neighbors 			

CE-7	5	Post online resources about solar installers and/or solar quote platforms for solar PV.	<input type="checkbox"/>
<p>More solar companies operating in your community means residents and businesses are faced with more choices as they consider who to select for their solar project. Providing relevant local information on active solar installers can help community members make the best choice given their circumstances. Information and resources posted should be made available in multiple languages as appropriate for your community. In addition, information and resources should be available to community members in print form if requested.</p>			
<p>Recommended Verification:</p> <ul style="list-style-type: none"> • Provide a link to a webpage that contains information about local solar installers and/or solar quote platforms. 			
<p>Community Examples:</p> <ul style="list-style-type: none"> • Denver, CO SolSmart Gold • Schaumburg, IL SolSmart Silver 			
<p>Templates:</p> <ul style="list-style-type: none"> • SolSmart Solar Landing Page Template SolSmart 			
<p>Resources:</p> <ul style="list-style-type: none"> • Board Certified Professionals Directory North American Board Certified Energy Practitioners (NABCEP) • EnergySage EnergySage • Pickmysolar Pick My Solar • Solar Buyer's Markets: Unlocking Lower Photovoltaic and Battery Prices on Online Quote Platforms National Renewable Energy Laboratory (NREL) 			

CE-8	5	Post an online solar map for your community.	<input type="checkbox"/>
<p>Solar maps can be a helpful and visual way to communicate solar potential to community members. Solar maps can be customized depending on the goals and needs of the community. For example, solar maps can provide community members with an estimate of the solar potential of their rooftop, they can be used the location of solar installations within a community (which may help residents understand the extent of solar projects happening in different parts of the community), or they may be used to communicate the potential for different solar installations (i.e., residential, commercial, large-scale, community solar, etc).</p>			
<p>Recommended Verification:</p> <ul style="list-style-type: none"> • Provide a link to the solar map for your community. 			
<p>Community Examples:</p> <ul style="list-style-type: none"> • Los Angeles County, CA Not Designated • Westminster, CO SolSmart Gold • Chicago, IL SolSmart Gold 			
<p>Templates:</p> <ul style="list-style-type: none"> • SolSmart Solar Landing Page Template SolSmart 			
<p>Resources:</p> <ul style="list-style-type: none"> • Go Solar Ready Ohio-Kentucky-Indiana Regional Council of Governments • NY Solar Map Sustainable CUNY Smart Distributed Generation Hub • Project Sunroof Google 			

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CE-9	5	Post an online dashboard or summary of solar PV metrics for your community, including total installed solar PV capacity, solar PV + storage installations, and community solar and/or solarize subscribers (if applicable). Metrics should identify solar PV adoption in disadvantaged communities as well.	<input type="checkbox"/>
<p>Key solar metrics such as the number of installations and total installed capacity can help communicate progress towards local and state renewable energy goals. Other related metrics could include the percentage of municipal energy provided by solar energy, installed capacity per capita and progress towards greenhouse gas emissions targets. In order to track progress toward equity goals, communities are encouraged to disaggregate data and report rates of solar PV adoption by income level or census tract, as appropriate.</p>			
<p>Recommended Verification:</p> <ul style="list-style-type: none"> • Provide a link to a webpage displaying solar PV metrics. Include date when the information was last updated and date tracking began. 			
<p>Community Examples:</p> <ul style="list-style-type: none"> • Boulder, CO SolSmart Gold • Westminster, CO SolSmart Gold 			
<p>Templates:</p> <ul style="list-style-type: none"> • SolSmart Solar Landing Page Template SolSmart 			
<p>Resources:</p> <ul style="list-style-type: none"> • Solar Demographics Tool Lawrence Berkeley National Laboratory • Justice40 Screening Tool Justice40 Initiative • Clean Energy for Low Income Communities: Metrics and Indicators U.S. Department of Energy Better Buildings • State and Local Planning for Energy (SLOPE) National Renewable Energy Lab (NREL) • Distributed Energy Resources in Ohio Ohio Public Utilities Commission 			

CE-10	5	Distribute solar job training and career opportunities in coordination with local colleges and/or workforce development organizations.	<input type="checkbox"/>
<p>Solar jobs have grown 12 times faster than the U.S. economy since 2014. As local solar markets grow, local governments can promote solar job opportunities with community colleges and workforce development organizations to ensure a well-trained, local workforce. This can be done via a jobs fair, posting solar job training information to the community and local colleges/workforce development websites</p>			
<p>Recommended Verification:</p> <ul style="list-style-type: none"> • Provide posted job descriptions, screenshots from employment websites or advertisement of job trainings. 			
<p>Community Examples:</p> <ul style="list-style-type: none"> • Fitchburg, WI SolSmart Bronze • Washington, DC SolSmart Gold 			
<p>Templates:</p> <ul style="list-style-type: none"> • SolSmart Solar Landing Page Template SolSmart 			
<p>Resources:</p> <ul style="list-style-type: none"> • Solar Career Map Interstate Renewable Energy Council (IREC) • Solar Ready Vets Interstate Renewable Energy Council (IREC) • Solar Workforce Development Pilot St. Louis, MO • Workforce Development Grid Alternatives 			

CE-11	5	Demonstrate local government support for local solar projects through speeches, press releases, opinion articles, etc.	<input type="checkbox"/>
<p>Local governments can encourage solar market growth by highlighting solar energy goals, initiatives, and success stories through various communications strategies. Share the links and/or videos of communications efforts on the community's solar landing page.</p>			
<p>Recommended Verification:</p> <ul style="list-style-type: none"> • Provide a link to this information posted on the community's website or solar landing page. 			
<p>Templates:</p> <ul style="list-style-type: none"> • SolSmart Solar Landing Page Template SolSmart 			
<p>Community Examples:</p> <ul style="list-style-type: none"> • Fayetteville, AR SolSmart Gold • Louisville, KY SolSmart Gold 			

Resources:

- [Stakeholder Engagement](#) | SolSmart's Toolkit for Local Governments

CE-12	10	Discuss solar PV goals and/or strategies for increasing solar PV development, including large-scale solar plans, solar access, and/or solar adoption in disadvantaged communities, within an appropriate committee, commission, taskforce, and/or working group. (e.g. solar is a recurring agenda item during monthly sustainability commission meetings).	<input type="checkbox"/>
<p>An Environmental Advisory Council, Sustainability Committees, or Climate Action Taskforce is a great way to keep residents and key stakeholders actively engaged in community energy policy and development. These groups can assist in the development of solar energy goals and strategies, lead community-based solar initiatives, and provide communication and outreach support to inform community members about solar initiatives and plans.</p>			
<p>Recommended Verification:</p> <ul style="list-style-type: none"> • Provide meeting minutes (including a list of follow-up action items) or materials prepared for the meeting (e.g., handouts and slides) from within the past year and provide documentation of the regularly scheduled frequency of these meetings. 			
<p>Community Examples:</p> <ul style="list-style-type: none"> • Branford, CT SolSmart Bronze • Fairfield, CT SolSmart Gold 			
<p>Resources:</p> <ul style="list-style-type: none"> • Stakeholder Engagement SolSmart's Toolkit for Local Governments • Solar and Resiliency: Integrative Financing Strategies for SolSmart Communities SolSmart Issue Brief • Solar Power in Your Community Office of Energy Efficiency and Renewable Energy 			

CE-13	5	Support a solar informational session and/or solar tour explaining solar PV opportunities and policies. Show that session/tour was made accessible to all members of the community including those in disadvantaged communities. Session/Tour must have occurred within the last 2 years.	<input type="checkbox"/>
<p>An engaged and informed community can encourage solar market growth and increase the likelihood that local homes and businesses will pursue solar installations. Solar informational sessions and solar tours are ways to educate community members about solar energy and the processes involved with an installation. Hosting these sessions in disadvantaged communities, providing transportation, offering tours and materials in other languages, and partnering with a CBO are a few potential ways to increase participation and make these sessions more accessible to all residents.</p>			
<p>Recommended Verification:</p> <ul style="list-style-type: none"> • Provide a link(s) to details about the solar informational session or tour such as an agenda, date, time, and location. • Provide a signed memo describing efforts to make sessions inclusive, including presentational materials or tour itinerary, and information on the level of attendance. 			
<p>Community Examples:</p> <ul style="list-style-type: none"> • Lower Merion, PA SolSmart Bronze • Sarasota County, FL SolSmart Silver 			
<p>Resources:</p> <ul style="list-style-type: none"> • Solar Tour Resources National Solar Tour 			

Market Development

MD-1	20	Demonstrate activity in state regulatory and/or legislative proceedings regarding solar PV.	<input type="checkbox"/>
<p>Local governments can provide an important voice into the development of state-level solar energy policy, strategies, and incentives. Government staff can track policy developments actively and develop appropriate strategies to interact with state regulators and legislators. Activities can include meetings with state regulators (PUC) or legislators, State Energy Office Officials, submitting written comment and feedback on state Requests for Information or Rulemakings, submitting formal comments or other participation in legal docketed proceedings, etc.</p>			
<p>Recommended Verification:</p> <ul style="list-style-type: none"> ● Provide a link to public comments on solar energy or related energy proceedings, the minutes and/or recordings of meetings attended by representatives of the local government, or a signed memo summarizing involvement in the proceedings. 			
<p>Community Examples:</p> <ul style="list-style-type: none"> ● Ann Arbor, MI SolSmart Silver 			
<p>Resources:</p> <ul style="list-style-type: none"> ● Engagement Guidance American Cities Climate Challenge Renewables Accelerator ● Engagement Tracker American Cities Climate Challenge Renewables Accelerator ● The Federal and State Context: Policies Affecting Solar Energy Development SolSmart's Toolkit for Local Governments 			
MD-2	20	Support a community-wide group purchase program (e.g., Solarize). Program must have occurred within the last 2 years.	<input type="checkbox"/>
<p>Local governments can support or host community group purchase programs for solar energy. Bulk purchasing can reduce the costs of solar installations for community members. These limited-time offers have had consistent success in providing discounts of up to 20% of installed costs for residential systems. To be eligible for MD-2, the local government must be an official partner and/or provide tangible support (staff time, resources, etc.) to the group purchase program.</p>			
<p>Recommended Verification:</p> <ul style="list-style-type: none"> ● Provide a link to a website where the Solarize campaign has been publicly announced. ● Provide details about the status of an ongoing solarize campaign or final metrics of a completed solarize campaign. 			
<p>Community Examples:</p> <ul style="list-style-type: none"> ● Montgomery County, MD SolSmart Gold 			
<p>Resources:</p> <ul style="list-style-type: none"> ● Procurement Guidance- Solarize American Cities Climate Challenge ● How to Develop a Solarize Campaign SolSmart Webinar ● Market Development and Finance SolSmart's Toolkit for Local Governments ● Solarize Your Community New York State Energy and Research Development Authority (NYSERDA) ● Solarize Mass Massachusetts Clean Energy Center 			
MD-3	10	Define and implement a pathway specifically for low-to-moderate income (LMI) residents to participate in a community-wide group purchase program through program design and/or financing support options.	<input type="checkbox"/>
<p>It can be particularly difficult for low-to-moderate income (LMI) households to participate in solar purchasing programs. These programs may require a minimum credit score, an upfront deposit, or have contract terms that present barriers for some residents. Local governments can help to identify these barriers and create strategies to overcome them, by providing incentives for income-qualified participants.</p>			
<p>Recommended Verification:</p> <ul style="list-style-type: none"> ● Link to information on solar landing page or provide signed memo summarizing the forms of financing support or program design elements that support LMI residents in solar PV group purchase program. 			
<p>Community Examples:</p> <ul style="list-style-type: none"> ● Durham, NC SolSmart Gold ● Philadelphia, PA SolSmart Gold 			

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Resources:

- [Procurement Guidance- Solarize](#) | American Cities Climate Challenge
- [Narrowing the Equity Gap through Solarize](#) | Rocky Mountain Institute
- [How to Development a Solarize Campaign](#) | SolSmart Webinar
- [Market Development and Finance](#) | SolSmart's Toolkit for Local Governments

MD-4 20 Support a community solar program.

Community solar offers residents and businesses an opportunity to own or lease a portion of a solar project in exchange for economic benefits proportional to their share. These economic benefits are commonly delivered in the form of electricity bill credits. For renters, and homes or business that are not suitable sites for solar, community solar programs allow consumers to access solar without installing panels on their homes or business. Community solar can be provided by utilities, a third party, or a non-profit. To be eligible for MD-4, the local government must be an official partner and/or provide tangible support (staff time, resources, etc.) to the community solar program.

Recommended Verification:

- Provide a link to information about the community solar program, including any outreach materials and details about program design.

Community Examples:

- [Austin, TX](#) | SolSmart Gold
- [Fort Collins, CO](#) | SolSmart Gold

Resources:

- [Community Solar](#) | SolSmart's Toolkit for Local Governments
- [National Community Solar Partnership Technical Expertise and Capacity Building](#) | U.S. Department of Energy National Community Solar Partnership
- [Expanding Solar Participation through Community Solar](#) | SolSmart Issue Brief
- [Expanding Solar Participation through Community Solar](#) | SolSmart Webinar
- [Procurement Guidance](#) | American Cities Climate Challenge Renewables Accelerator
- [Community Solar](#) | National Renewable Energy Laboratory (NREL)
- [Community Solar Resources](#) | U.S. Department of Energy

MD-5 10 Define and implement a pathway specifically for low-to-moderate income (LMI) residents to participate in a community solar program through program design and/or financing support options.

Community solar provides opportunities to open access to solar to low-to-moderate income households. To fully achieve this potential, a community program should design programs and financing to support low to moderate income participation, including savings from day one. It is also important to ensure that appropriate and trusted messengers are used and that offerings are designed to be flexible without long-term commitments.

Recommended Verification:

- Provide details that explain program design elements, including outreach and financing, that support LMI resident participation in a community solar program.

Community Examples:

- [Denver, CO](#) | SolSmart Gold
- [Washington, DC](#) | SolSmart Gold

Resources:

- [Community Solar](#) | SolSmart's Toolkit for Local Governments
- [Design and Implementation of Community Solar Programs for Low- and Moderate-Income Customers](#) | National Renewable Energy Laboratory (NREL)
- [Procurement Guidance](#) | American Cities Climate Challenge Renewables Accelerator
- [Community Solar +](#) | Rocky Mountain Institute
- [National Community Solar Partnership Technical Expertise and Capacity Building](#) | U.S. Department of Energy National Community Solar Partnership
- [Equitable Access to Community Solar: Program Design and Subscription Considerations](#) | National Renewable Energy Laboratory (NREL)
- [Building with Benefits \(Webinar Series\)](#) | U.S. Department of Energy

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MD-6	20	Provide residents with Community Choice Aggregation/Energy that includes solar PV as a power generation source.	<input type="checkbox"/>
<p>In some states, local governments can increase access to solar energy for their operations and their residents through community choice aggregation. Community Choice Aggregation allows local governments to aggregate energy demand within their jurisdiction and procure power from an energy supplier while the local utility provides transmission and distribution services. Many local governments utilize community choice to procure more renewable energy, including solar, than would be available from their local electric utility. States must have enabling legislation for local governments to provide community choice aggregation.</p>			
<p>Recommended Verification:</p> <ul style="list-style-type: none"> ● Provide a link to details about a Community Choice program (with solar PV as a power generation source) that is available for residents. 			
<p>Community Examples:</p> <ul style="list-style-type: none"> ● San Jose, CA SolSmart Gold ● Somerville, MA SolSmart Gold 			
<p>Resources:</p> <ul style="list-style-type: none"> ● Community Choice Aggregation Toolkit New York State Energy and Research Development Authority (NYSERDA) ● Starting a New CCA California Community Choice Association (CalCCA) ● Community Choice Aggregation SolSmart Issue Brief ● Community Choice Aggregation: Challenges, Opportunities, and Impacts on Renewable Energy Markets National Renewable Energy Laboratory (NREL) ● Using Community Choice Aggregation to Achieve Clean Energy Goals SolSmart Webinar 			

MD-7	10	Provide a PACE financing program that includes solar PV as an eligible technology.	<input type="checkbox"/>
<p>Property Assessed Clean Energy (PACE) financing is an on-bill financing mechanism which enables repayment of long-term, low-interest loans on property tax bills. PACE can be used to finance renewable energy and energy efficiency projects on residential and/or commercial properties, depending on the PACE financing program design. In order for residents and business to access PACE financing, it must be enabled at the state and local level.</p>			
<p>Recommended Verification:</p> <ul style="list-style-type: none"> ● Provide a link to the local ordinance creating a PACE program. ● Provide a link to the PACE program webpage. 			
<p>Community Examples:</p> <ul style="list-style-type: none"> ● Deerfield Beach, FL SolSmart Silver ● Grand Rapids, MI SolSmart Silver 			
<p>Resources:</p> <ul style="list-style-type: none"> ● Market Development and Finance SolSmart's Toolkit for Local Governments ● Resources PACENation 			

MD-8	20	Provide local incentives or locally-enabled finance (e.g. a revolving loan fund) for solar PV and/or solar PV + technologies (e.g., battery storage, and/or electric vehicle charging).	<input type="checkbox"/>
<p>In addition to state and federal incentives, local governments can also encourage solar development within their jurisdictions by providing tax exemptions, rebates, or other financial incentives. Some jurisdictions have enabled community finance through revolving loan funds or credit enhancement facilities for renewable energy projects. These actions can help lower the cost of solar for residents. To be eligible for MD-8, the incentives or financing program must be currently available to residents.</p>			
<p>Recommended Verification:</p> <ul style="list-style-type: none"> ● Provide a link to an ordinance creating local incentives or financing options. ● Provide a link to an application or form that are required for a solar PV system to be eligible for incentives or financing. 			
<p>Community Examples:</p> <ul style="list-style-type: none"> ● Loudoun County, VA SolSmart Silver ● St. Louis Park, MN SolSmart Silver 			
<p>Resources:</p> <ul style="list-style-type: none"> ● Market Development and Finance SolSmart's Toolkit for Local Governments 			

MD-9	5	Provide local incentives for solar PV to low-to-moderate income (LMI) households, disadvantaged communities, Disadvantaged Business Enterprises (DBEs), Minority and Women Owned Business Enterprises (MWBEs), and/or non-profit organizations that provide community services.	<input type="checkbox"/>
Local governments can support solar installations by LMI households, DBEs, and non-profit organizations by providing incentives such as low-interest loans, grants, on-bill financing and a variety of tax incentives and rebates. Local governments can expand solar programs to disadvantaged residents by implementing any number of these programs.			
Recommended Verification: <ul style="list-style-type: none"> ● Provide a signed memo describing the local incentives and who is eligible to receive them. ● Provide a link to a webpage or press release with program information. 			
Community Examples: <ul style="list-style-type: none"> ● Boulder, CO SolSmart Gold ● Portland, OR Not Designated 			
Resources: <ul style="list-style-type: none"> ● Market Development and Finance SolSmart's Toolkit for Local Governments ● Projects & Programs in Low-to-Moderate Income Communities SolSmart Webinar ● Resources to Support Initiatives for Low-to-Moderate Income Communities SolSmart Webinar ● Unlocking Solar for Low- and Moderate-Income Residents: A Matrix of Financing Options by Resident, Provider, and Housing Type National Renewable Energy Laboratory (NREL) 			

MD-10	20	Partner with financial institutions and/or foundations to offer loans, rebates, grants, or other incentives for solar PV projects. (Financial institutions could include entities such as a local or regional bank, CDFI, or credit union).	<input type="checkbox"/>
Loans, rebates, or grants can improve the financial prospects of a solar project, allowing more community members to install solar. Local governments can work with local financial institutions to offer and/or promote financing options for solar projects.			
Recommended Verification: <ul style="list-style-type: none"> ● Provide link to financing options for solar energy. ● Provide a signed memo detailing how the local government partnered with the financial institution to offer a financial incentive for solar energy. 			
Community Examples: <ul style="list-style-type: none"> ● Lafayette, CO SolSmart Gold ● Milwaukee, WI SolSmart Gold 			
Resources: <ul style="list-style-type: none"> ● Market Development and Finance SolSmart's Toolkit for Local Governments 			

Innovative Action

IA-1	Varies	The actions identified in the categories above represent many of the most common and impactful efforts communities are taking to make going solar easier and more affordable for residents and businesses. However, we know that communities across the country are developing innovative ways to promote and deploy solar energy. If your community has taken action that was not captured in any of the criteria above, please share it with us.	<input type="checkbox"/>
Innovative actions will be reviewed by a team of solar experts and each action may be worth up to 20 points.			
Recommended Verification: <ul style="list-style-type: none"> ● Provide a signed memo describing the innovative action and include any supporting documentation or links that provide additional details. 			
Community Examples: <ul style="list-style-type: none"> ● Grayslake, IL SolSmart Bronze <ul style="list-style-type: none"> ○ The Grayslake Sustainable Business Initiative recognizes local businesses that are choosing to be more sustainable. Solar energy is emphasized by awarding a business automatic gold designation if they have installed a solar energy system. 			

- [Montgomery County, MD](#) | SolSmart Gold
 - Montgomery County's 4th Solar Co-op offered EV charging as an option through the solar co-op. This helps promote EV charging and can reduce costs through group purchasing.

Acknowledgment

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Full Legal Disclaimer

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SOLAR STATEMENT



Thursday, February 1, 2024

Debra Perry
International City/County Management Association
777 North Capitol St. NE, Ste. 500
Washington, DC 20002

Brandy O'Quinn
Interstate Renewable Energy Council
125 Wolf Road, Suite 100
Albany, NY 12205

Dear Debra Perry and Brandy O'Quinn:

On behalf of *(local government name)* I am proud to announce our commitment to become a SolSmart-designated community. In partnership with the SolSmart team, our dedicated staff members will work to improve solar market conditions, making it faster, easier, and more affordable for our residents and businesses to install solar energy systems. These efforts will also increase the efficiency of local processes related to solar development, which may save our local government time and money.

We will leverage SolSmart to achieve the following solar goals:

- **Choose an item or type a custom description.**
- **Choose an item or type a custom description.**
- **Choose an item or type a custom description.**

These goals demonstrate that our community is committed to making continual improvement in our solar market. This includes ensuring solar development is inclusive and equitable. We're looking forward to learning more from the SolSmart program how to expand access to solar for all our residents and support solar energy adoption for those that are under resourced or underserved.

The SolSmart program will build on our solar efforts, such as *(relevant plans or initiatives such as energy plans, community solar, solarize, state or other federal solar programs)*

To measure progress along the way, we will track key metrics related to solar energy deployment, such as installed solar, permitting processing time, and growth in residential installations.

We understand that the SolSmart program has criteria and point requirements as outlined in the SolSmart Program Guide needed to achieve each tier of designation. We're excited to submit this solar statement to complete the first requirement of the program.

Inquiries related to our SolSmart participation can be directed to *(city contact name)* at *(email address)*.

Sincerely,

Signed name

Printed name
Title

Tenino, WA SolSmart Consultation Call

Kelly Aves, January 5th, 2023

Agenda

Introduction

- SolSmart Technical Assistance Provider(s): Kelly Aves
- Tenino WA Representatives: Mayor David Watterson

Intro to SolSmart

- Benefits of Solar Development
- How SolSmart helps
- Overview of Designation Process

Next Steps

Introduction

Thank you for your inquiry and interest in SolSmart!

- How familiar are you with the SolSmart program?
 - City has done solar projects – 64 kw on school
 - Puget Sound Energy Demonstration Project – BESS, emergency center for community
 - Talking with state for solar grants – food warehouse for foodbank, water treatment center/pump

- Tell me about your community
 - Residential interest
 - ~2,000 pop

Washington SolSmart Communities

- 10 communities in WA have been designated under SolSmart
 - 4 Bronze: Bainbridge Island, Edmonds, Bellevue, and Langley
 - 1 Silver: King County, Thurston County, Tumwater
 - 3 Gold: Olympia, Issaquah, and Mercer Island
- Currently working with Lacey, WA

Intro to SolSmart

- SolSmart is a national designation and technical assistance program that has helped over 500 local governments make it faster, easier, and more affordable for residents and businesses to go solar.
- The SolSmart Designation recognizes communities that have taken key steps to address local barriers to solar energy and foster the growth of mature local solar markets.
- **Technical assistance is available at no cost.**

11.

Benefits of Solar

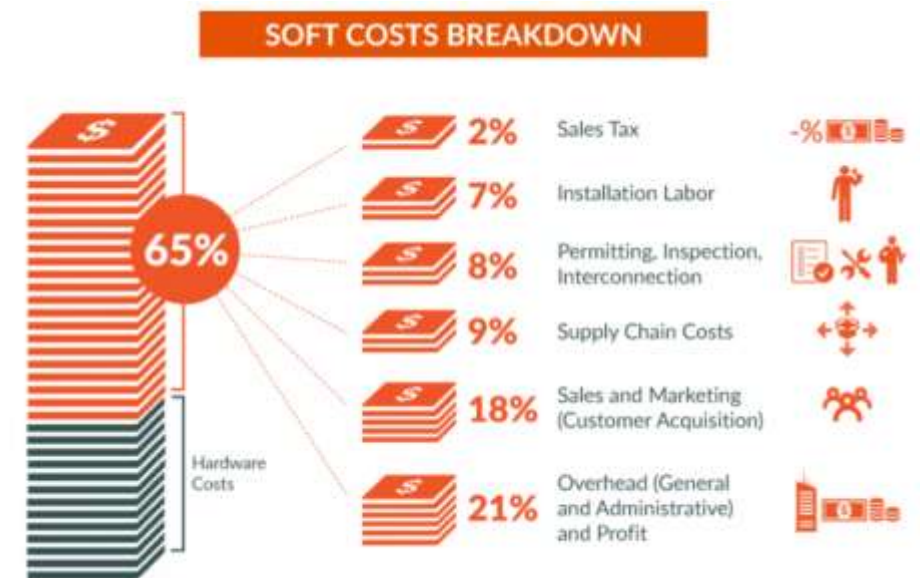


SolSmart's Role in Solar Development

- SolSmart helps **local governments, counties and regional organizations** take action to remove barriers to solar energy growth and make it easier for residents and businesses to go solar
- The program offers **no-cost technical assistance and resources** that help communities become national solar energy leaders
- SolSmart is committed to meeting the goals of the federal **Justice40** program to provide equitable opportunities for underserved communities
- SolSmart helps communities reduce “soft costs” — the costs of solar development that are unrelated to hardware

Local Government Action is Important

- 65% of the cost of a solar PV system is not related to hardware. These “soft costs” can be reduced by action at the local level, including:
 - Streamlining permitting and inspection;
 - Supporting consumer education;
 - Leading by example;
 - Facilitating group purchasing;
 - Filling gaps in financing; and more!
- While the solar energy market is growing nationwide, ensuring that it grows in your community requires a proactive approach.



Source: National Renewable Energy Laboratory "U.S. Solar Photovoltaic System Cost Benchmark: Q1 2021"

11.

How the Program Works

Commit to the Program!

Signed Commitment Letter, template provided

TAs provide Baseline Assessment and Zoning Review

Complete Actions and Earn Points in 5 Categories

- Permitting & Inspection
- Planning & Zoning
- Government Operations
- Community Engagement
- Market Development

Become SolSmart Designated!



Completing the Actions to become Designated helps your community:

- Increase transparency
- Increase understanding
- Reduce barriers
- Expand access

Technical Assistance

- SolSmart technical assistance providers help communities update processes using established best practices
- Delivery of technical assistance can be tailored to fit the community needs
 - Online - resource library, email, templates
 - Phone - conference calls, webinars, trainings
- The technical assistance is funded by SolSmart, and there is no cost to the community
 - Communities must commit staff time to working toward SolSmart designation
 - Communities must demonstrate a commitment to achieving designation

11.

Designation Structure

To receive designation, communities must complete the following:



Complete 3 prerequisites

20 pts in Permitting & Inspection
20 pts in Planning & Zoning
60 pts total



Attain SolSmart Bronze and complete 4 silver prerequisites

100 total points



Attain SolSmart Silver and complete 3 silver prerequisites

200 total points



Attain SolSmart Gold and complete 4 platinum prerequisites

350 total points

Bronze Requirements

Prerequisites

1. **Provide a document that demonstrates your local government's commitment to pursue SolSmart designation (PR-1)**
2. Post an online checklist detailing the required permit(s) submittals, and steps of your community's permitting process for small rooftop solar PV (PI-1)
3. Review zoning requirements and identify restrictions that intentionally or unintentionally prohibit solar PV development. Compile findings in a memo (PZ-1) – **Completed by TAs**

Point requirements

1. 20 Points in Permitting and Inspection
2. 20 Points in Planning and Zoning
3. 20 Points in Government Operations, Community Engagement, and Market Development

Total Point Requirements: 60

Silver Requirements

Prerequisites

1. Meet all Bronze prereqs
2. Train permitting staff on best practices for permitting solar PV and/or solar and storage systems. Training must have occurred in the past two years (PI-2)
3. Train inspection staff on best practices for inspecting solar PV and/or storage systems. Training must have occurred in the past two years (PI-3)
4. Complete one of the following two criteria
 - (a) Post an online document from the Planning/Zoning Department that states accessory use solar is allowed by-right in all major zones (e.g. via a zoning determination letter) (PZ-4)
 - (b) Codify in the zoning ordinance that accessory use solar PV is explicitly allowed by-right in all major zones. Zoning ordinance language should include intentional or unintentional barriers to accessory use solar, such as limits to visibility from public right-of-way, excessive restrictions to system size, glare studies, subjective design reviews, and neighbor consent requirements (PZ-5) (Also required for Gold designation)
5. Post a solar landing page with goals, educational materials and tools that promote solar, and resources for solar development (CE-1)

Total Points Requirements: 100 (at least 20 in P&I, 20 in P&Z, and 20 across Government Operations, Community Engagement, and Market Development).

Gold Requirements

Prerequisites

1. Meet all Bronze and Silver prereqs
2. Post an online statement confirming a three-business day turnaround time for small rooftop solar PV (PI-4)
3. Codify in the zoning ordinance that accessory use solar PV is explicitly allowed by-right in all major zones. Zoning ordinance language should not include intentional or unintentional barriers to accessory use solar, such as limits to visibility from public right-of-way, excessive restrictions on systems size, glare studies, subjective design reviews, and neighbor consent requirements (PZ-5)
4. Ensure zoning language doesn't include intentional or unintentional barriers (PZ-6)

Total Point Requirements: 200 (at least 20 in P&I, 20 in P&Z, and 20 across Government Operations, Community Engagement, and Market Development).

Platinum Requirements

Prerequisites

1. Meet all Bronze, Silver, and Gold prereqs
2. Demonstrate pathway for instant/automatic approval of residential rooftop PV systems (e.g. using SolarApp+) (PI-5)
3. Post community metrics related to the number of solar PV and solar + storage permits (PI-6)
4. Install solar PV on local government facility and/or local-government controlled land (GO-1)
5. Establish partnerships with community-based organizations to define solar equity goals and development implementation strategies (CE-2)

Total Point Requirements: 350 (at least 20 in P&I, 20 in P&Z, and 20 across Government Operations, Community Engagement, and Market Development).

The SolSmart Designation Process



SolSmart Resources

SolSmart Resources

- Resource Page - <https://solsmart.org/resources/>
- SolSmart Program Resource Guide - <https://solsmart.org/resource/solsmart-program-guide>
- SolSmart FAQ - <https://solsmart.org/faqs/>

Next Steps

Notes

- TA Provider Next Steps:
 - Send Slides, PR-1 Commitment Letter Template, Bronze prerequisites, Program Guide
- Tenino Next Steps:
 - Commitment Letter, Signed, Send to TA

File Attachments for Item:

12. City of Tenino currently has cell phone coverage with Verizon wireless. The current City phones do not get service inside City facilities. We have tested T-Mobile and their phones do work inside City facilities. This would eliminate a few Land Lines and would also save us \$10 a month per phone.

Recommended Action: Motion to approve switching City Cell phones to T-Mobile.

T-Mobile		FOR GOVERNMENT					
City of Tenino: PD				Date: 2/5/2024			
Cellular Monthly Service Cost							
Service	Quantity	Voice Mins	Messaging	LTE /5G Data Per Line (GB)	Cost	Post Discount	Total
Government Unlimited Data (Control Center and Static IP added)	5	n/a	Unlimited	Unlimited	\$ 41.00	\$ 33.60	\$ 168.00
Government Unlimited Subsidy for Phones	13	Unlimited	Unlimited	Unlimited	\$ 41.00	\$ 34.85	\$ 453.05
Total for Service (Per Month):							\$ 621.05
Proposed Equipment							Total price of equipment after discount
Equipment	Quantity	MSRP	Total	Discount			Total
SIM	5	\$ -	\$ -	\$ -			\$ -
iPhone 13 128GB Black	6	\$ 629.99	\$ 3,779.94	\$ 3,779.94			\$ -
Samsung S23 FE 5G 128GB Grey	7	\$ 599.99	\$ 4,199.93	\$ 4,199.93			\$ -
Total Number of Devices:						Net Equipment Upfront Cost:	\$ -
WSCA/NASPO Contract Terms and Conditions (Link to State of Washington Master Cellular Contract Page Below) https://www.naspo.wa.gov/portal/wireless-voice-data-accessories-2019-2024/t-mobile-usa-inc/							
State of WA NASPO Discount = 15% No Activation Fees, No Early Termination Fees, No Number Porting Fees, Free Overnight Shipping, No Roaming Fees, Extended Payment Terms. Taxes and Regulatory Fees are not included in the above quote.							
Quote Prepared By:		Moana Drazich	Moana.Drazich2@T-Mobile.com	425-269-1656			

File Attachments for Item:

13. Interlocal Agreement Between the City of Tenino, Thurston Regional Planning Council To Support Housing Element Updates. This is paid for out of the Commerce Comprehensive Plan Update grant.

Recommended Action: Motion to approve ILA Between City of Tenino and the TRPC.

CHEHALIS TRIBAL JAIL SERVICE AGREEMENT

THIS AGREEMENT is made and entered into by and between the Confederated Tribes of the Chehalis Reservation, a Federally Recognized Indian Tribe, hereinafter referred to as "Chehalis" and City of Tenino, a Federally-Recognized Indian Tribe hereinafter referred to as "Customer." The purpose of this Agreement is to establish the terms and conditions for the housing of Prisoners of Customer in the Chehalis Tribal Jail.

THE PARTIES HEREBY AGREE as follows:

1. DEFINITIONS. For the purposes of this Agreement, the terms listed below are defined as follows:

- A. "Day" means the period beginning at 12:00 A.M. and ending at 11:59:59 P.M., Pacific Time, or any portion thereof.
- B. "Direct Care services" means medical and dental services which are deemed eligible for payment by the Indian Health Service under federal law and the rules of the Indian Health Service and which are delivered to eligible Prisoners by the Chehalis Tribal Wellness Center or any other Chehalis tribal medical facility.
- C. "Facility" means the Chehalis Tribal Jail.
- D. "Jail Services" means the provision of room and board.
- E. "Prisoner" means any person arrested by, sentenced by the court of, or held under the authority of any law or ordinance of Customer.

2. JAIL SERVICES. Subject to the terms of this Agreement, Chehalis will provide Jail Services to Prisoners placed in its custody by the authorized law enforcement officers of Customer; PROVIDED, that the Chehalis Chief of Police or his or her designee shall have the right to refuse to accept custody of any Prisoner(s) whose admission would, in the Chief of Police or designee's opinion, result in overcrowding of the Facility or in an unacceptable health, safety or security risk; and PROVIDED FURTHER, that upon the request of the Chehalis Chief of Police or his or her designee, Customer will remove any such Prisoner from the Facility and retake custody within twenty-four (24) hours of the request. If a Prisoner is not accepted or Chehalis requires Customer to retake custody of the Prisoner, Chehalis will provide written notice indicating why custody was declined or the Prisoner returned.

3. PRISONER CONDUCT. Prisoners housed pursuant to this Agreement will be subject to the same rules and regulations applicable to other inmates housed in the Facility.

4. DURATION OF AGREEMENT. The term of this Agreement will begin on the date it is executed by both parties and continue until December 31, 2024. It will automatically renew at successive one-year intervals thereafter unless terminated as specified herein or modified in a writing executed by both parties.

5. TERMINATION. This Agreement may be terminated by written notice from either party hereto, provided that the termination will become effective thirty (30) days after receipt of such notice. Within that thirty (30) days, Customer will remove all Prisoners from the Facility. Should any court of competent jurisdiction determine by a final order which is not subject to further appeal that either party hereto is prohibited by law from entering into or continuing to perform its obligations under this Agreement, this Agreement shall terminate immediately and Customer shall immediately remove all Prisoners from the Facility.

6. RELEASE. Prisoners who have not served their full time will not be released except upon written order of Customer's court, unless release is authorized by another provision of this Agreement or as ordered by a court of competent jurisdiction. Release for scheduled court appearances will be to Customer's law enforcement officers.

7. PAYMENT.

- A. Customer will pay to Chehalis fees of twenty dollars (\$20.00) per Prisoner for booking, and seventy-five dollars (\$75.00) per Prisoner per Day for Jail Services. Chehalis may adjust these fees over time as it sees fit, provided that Chehalis will give Customer written notice of any fee adjustment at least sixty (60) days before the adjustment becomes effective. If Customer objects to a fee increase, it may terminate this Agreement under Section 5 above.
- B. If a Prisoner is held in custody at the Facility for less than four (4) hours, Customer will only be charged the booking fee for that Prisoner.
- C. Chehalis will submit a monthly invoice to Customer for booking fees, Jail Service fees, and, as further provided herein, any offender services costs, Medical Expenses, and transportation expenses incurred by Chehalis for Prisoners housed pursuant to this Agreement. Customer will pay all such invoices in full within thirty (30) days of receipt. Should Customer fail to pay the invoice within sixty (60) days of receipt, Chehalis will accept no further Prisoners from Customer. In such event, Chehalis further reserves the right to return all Prisoners to Customer's custody, and may otherwise suspend all other of its obligations under this Agreement until delinquent fees are paid in full.

8. MEDICAL CARE.

- A. Customer will be solely responsible for Medical Expenses (as described in Section 8.B below) of Prisoners housed in the Facility pursuant to this Agreement, except for the cost of Direct Care services provided to eligible Prisoners (as described in Section 8.C below). In order to effectively manage the costs of medical care, the parties agree to the following:
 - i. **Before placing a Prisoner in the custody of Chehalis, Customer will determine, whenever possible:**
 - (a) the Prisoner's tribal affiliation, if any; and
 - (b) whether the Prisoner has his or her own medical insurance coverage; and
 - (c) whether the Prisoner is eligible for medical coverage through Medicaid, Washington State Department of Social and Health Services assistance, or other public assistance; and
 - (d) whether the Prisoner is believed to be eligible for Direct Care services through the Indian Health Service (IHS).
 - ii. If possible before sending a Prisoner to Chehalis, but in no **case more than three (3) working days ("working day" means Monday through Friday, excepting federal and Chehalis tribal holidays) after booking that Prisoner in the Facility**, Customer will deliver documents to Chehalis verifying the Prisoner's tribal affiliation, Direct Care services eligibility, and medical insurance coverage, if any, and enroll the Prisoner in any public assistance program for medical coverage to which the Prisoner may be entitled.
 - iii. All medical care provided to Prisoners who receive Contract Health Services will be billed at Medicare-like rates to the fullest extent permitted by law.
- B. The cost of medical care and medical expenses ("Medical Expenses") includes without limitation any and all costs billed by the medical provider, the cost of prescription medication, the cost of transporting the Prisoner to a medical facility, and the cost of Chehalis correctional or other law enforcement staff time in securing the Prisoner at the medical facility.
- C. Medical Expenses paid by Customer under this Agreement will not include the cost of Direct Care services received by a Prisoner housed under this Agreement.

- D. Customer will provide Chehalis with the name(s), telephone and FAX number(s), and e-mail address(es) of designated Customer staff or other contacts as necessary to ensure that a representative of Customer who is authorized to approve or deny the provision of non-urgent medical care to a Prisoner shall be available at any time. In the event that a Prisoner requests non-urgent medical care, Chehalis will contact such staff to request Customer's approval before non-urgent care is provided, and will comply with Customer's instruction as to the provision of non-urgent care. If Facility or medical staff determine that non-urgent care is medically necessary, but Customer does not consent to the provision of such care, upon notice from Chehalis Customer will remove the Prisoner from the custody of Chehalis within twenty-four (24) hours. Absent specific instruction from Customer regarding the type of non-urgent medical care to be provided or where such medical care is to be provided, Chehalis at its discretion may bring the Prisoner to the Chehalis Tribal Wellness Center or other medical facility chosen by Chehalis for approved non-urgent medical care. Should any medical provider refer the Prisoner to another medical provider for treatment, Chehalis will make reasonable efforts to give Customer written notice of the referral by e-mail or fax and to request approval of treatment before arranging for such medical care. Failure of Customer to approve medical care, or any unreasonable delay in giving such approval, shall relieve Chehalis of liability for any injury resulting there from.
- E. In the event that Chehalis determines a Prisoner to be in need of urgent or emergency medical care, Chehalis will make reasonable efforts to contact Customer's staff, but may take any action Chehalis deems necessary to provide the Prisoner with urgent or emergency medical care without obtaining prior approval. Chehalis will use its best efforts to give Customer notice of the provision of urgent or emergency medical care to Customer's Prisoner within four (4) hours of arranging for such care, subject to the availability of staff and the security needs of the Facility.
- F. Customer shall protect, defend, hold harmless, and indemnify Chehalis from and against any and all claims, suits, and actions related to the medical care of Prisoners housed under this Agreement which result from the failure of Customer to approve such medical care for any reason, with the exception of injuries resulting from the willfully unlawful or negligent act(s) or omission(s) of Chehalis or its officers.

9. TRANSPORTATION.

- A. Customer will be solely responsible for furnishing transportation for Prisoners housed pursuant to this Agreement, except transportation for medical care as described above. Subject to the availability of Chehalis correctional or other law enforcement officers, Customer may request that Chehalis provide non-medical transportation. The provision of non-medical transport will be at the sole discretion of Chehalis.
- B. If Chehalis provides transportation upon request of Customer, or for the purpose of bringing a Prisoner to a medical facility for care, the parties agree that while transporting any Prisoner, Chehalis will be acting as Customer's agent. If Chehalis provides non-medical transport at Customer's request, Customer shall be responsible for the costs of such transport as calculated by Chehalis in Chehalis' sole discretion, or as calculated pursuant to a separate written agreement between the parties.

10. CUSTODY TRANSFER. Officers of Customer placing a Prisoner in custody of Chehalis will be required to remain in the immediate presence of the Prisoner at all times until the booking process is complete, unless Chehalis and Customer have agreed that Chehalis officers will collect Customer's

Prisoner at Customer's location and transport the Prisoner to the Facility. Until the booking process at the Facility is complete, the Prisoner will be deemed to remain in Customer's custody.

11. OFFENDER SERVICES. While housed in the Facility under this Agreement, Customer's Prisoners will be eligible to receive court-ordered offender services, such as offender re-entry, controlled substance abuse treatment, domestic violence education and rehabilitation, and other similar services on the same basis as inmates housed in the Facility by order of Chehalis' court; PROVIDED, that: (1) the availability of all such services is limited by the monetary, staffing, and other resources allocated for such services by the United States and Chehalis Tribal governments; and (2) should such services be funded by federal or grant funds, services will be delivered according to and may be limited by the terms of the funding source; and (3) should the terms of any applicable funding or Chehalis tribal law or policy so require, Customer will be required to contribute a proportionate share of the cost of offender services made available to Customer's Prisoners, as determined by Chehalis.

12. PRISONER COMMUNICATIONS. Subject to applicable law and Facility policy, Chehalis will provide Customer's Prisoners access to a telephone to appear for Customer's court hearings or to communicate with their attorney for any case(s) for which the Prisoners are currently held in the Facility, at no additional cost to Customer.

13. NOTICES AND DESIGNATED REPRESENTATIVE. Written notices concerning refusal of custody, Prisoner medical care, and fee adjustment are sufficient if given by fax or e-mail. All other notices required by this Agreement shall be in writing and be deemed sufficiently given when sent by certified or registered mail to the respective address as set forth in this section:

If to Chehalis: Confederated Tribes of the Chehalis Reservation
 Attn: Scott Williams
 P.O. Box 536
 Oakville, WA 98568

If to Customer:

Customer shall immediately complete and submit to Chehalis a "Prisoner Medical Care – Authorized Staff Contact List" form. This form shall include the names and contact information, including phone, fax, and e-mail, of all persons who are authorized to approve the provision of medical care and to receive other notifications regarding Prisoner medical care on behalf of Customer as described in this Agreement. The list shall be drafted to ensure that at least one person on the list is available at any time of day or night to provide such authorizations and receive such reports. Customer is solely responsible for updating the list from time to time to accommodate Customer staffing changes and for providing a revised list to Chehalis to the attention of the person designated above.

14. RELATIONSHIP OF THE PARTIES. The parties intend that an independent inter-governmental relationship will be created by this Agreement. No agent, employee, or representative of either party shall be deemed to be an agent, employee, or representative of the other party for any purpose except as explicitly set forth herein. Customer shall be solely responsible for its acts and for the acts of its agents, employees and representatives.

15. INDEMNIFICATION. Customer shall protect, defend, save, hold harmless, and indemnify Chehalis from and against any and all claims, suits and actions resulting from the willfully unlawful and/or negligent acts or omissions of Customer and Customer's employees, agents, and representatives in the performance of this Agreement. Chehalis shall protect, defend, save, hold harmless, and indemnify Customer from and against any and all claims, suits and actions resulting from the willfully unlawful and/or negligent acts or omissions of Chehalis and Chehalis' employees, agents, and representatives in the performance of this Agreement.

16. ENTIRE AGREEMENT AND MODIFICATION. This Agreement represents the entire Agreement of the parties on the subject matter hereof, and supersedes any and all prior agreements relating to such

subject matter. No changes or additions to this Agreement shall be valid or binding upon either party unless such change or addition be in writing and executed by the authorized representatives of both parties.

17. DISPUTES. In the event of a dispute between the parties arising out of this Agreement or an alleged breach thereof, the parties shall first make a good-faith effort to resolve the dispute through the direct dialogue of their authorized representatives. Should such good-faith efforts fail, either party may take further action as described in Section 19 below.

18. GOVERNING LAW. The parties hereto agree that, except where expressly otherwise provided, the laws of the Confederated Tribes of the Chehalis Reservation shall govern in all matters arising under this Agreement.

19. DISPUTES AND LIMITED WAIVER OF SOVEREIGN IMMUNITY. Any dispute, claim, or controversy arising out of this Agreement or breach thereof which is not resolved by direct dialogue shall be submitted to mediation by a neutral third party as a condition precedent to any other method of dispute resolution. The parties will be responsible for their own costs of mediation, and will share the cost of the mediator equally. Should the parties fail to agree to a mediator or mediation location, they will request the Chief Judge of the Chehalis Tribal Court to assign a mediator and select a location for the mediation and will engage the mediator assigned by the Court. Any dispute, claim or controversy which is not resolved by mediation shall be heard in the Chehalis Tribal Court, and Customer hereby consents to the exclusive jurisdiction of such Court. Chehalis hereby grants to Customer a limited waiver of sovereign immunity for the purpose of enforcing the provisions of this Agreement; provided, that Chehalis expressly reserves all its inherent sovereign rights as a federally-recognized Indian Tribe, and that this limited waiver of sovereign immunity is subject to and conditioned upon the following:

- A. This waiver of sovereign immunity is strictly limited to actions brought by Customer to enforce the provisions of this Agreement between the parties, and to any dispute that may arise under or in relation to this Agreement or operations performed under this Agreement. This waiver of sovereign immunity shall not extend to, nor be used for or to the benefit of, any other person or entity of any kind or description whatsoever, including any successor or assign, of either party.
- B. Chehalis' maximum liability for any and all claims which may be brought by Customer hereunder shall not exceed the actual proceeds of Chehalis' liability insurance, which Chehalis will maintain as described in Section 20 below.

20. INSURANCE. The parties shall provide, pay for, and maintain in full force and effect at all times during the performance of this Agreement the policies of insurance required by this Section 20. The provisions and terms of all insurance policies must comply strictly with the provisions of this Section 20.

- A. The parties shall maintain throughout the duration of this Agreement the following insurance coverage minimums: General Liability \$2 Million Annual Aggregate/\$1 Million Occurrence; \$1 Million Law Enforcement Liability; \$1 Million Auto Liability; and \$4 Million inclusive umbrella coverage. Each party shall name the other as primary non-contributory additional insured on the insurance policies provided and an endorsement stating such shall be provided.
- B. Each policy of insurance must be issued by an insurance company that holds a current Certificate of Authority issued by the Washington State Insurance Commissioner authorizing it to transact the appropriate kind of insurance business in Washington State and must meet all requirements specified in this Section 20.
- C. Each policy of insurance shall contain an endorsement providing that cancellation by the insurance company shall not be effective unless a copy of the cancellation is mailed (registered) to the other party at least 30 days before the effective date of the cancellation notice. A certificate of each policy of insurance, and any changes therein, shall be furnished to the other party immediately upon receipt from the insurance company.

- D. If either party for any reason fails to maintain required insurance coverage, such failure shall be deemed a material breach of this Agreement. Failure to maintain the insurance coverage required by this Section 20 shall not waive or excuse such party's obligations to the other party under this Agreement.
- E. The parties shall provide to each other all certificates of insurance for the insurance policies described in this Section 20 prior to transporting, sending or receiving any Prisoner under this Agreement. Either party at any time may require the other to provide endorsement and policy documentation necessary to prove that the insurance coverage required by this Agreement is in full force and effect. The certificates of insurance and other insurance documentation provided by a party hereunder shall be acceptable to the other party. Chehalis shall have the right, but not the obligation, to refuse to accept prisoners from Customer until the required certificates (or other competent evidence that insurance has been obtained in complete compliance with this Section 20) are received and approved by Chehalis.

21. NOTIFICATION RE: INMATE HEALTH AND SAFETY. The parties will promptly notify each other of all audit notes or findings, investigatory reports, claims or litigation alleging or concerning any conditions, incidents, practices and policies, alleged or actual, negatively affecting inmate health and safety, and of any claims or litigation arising from or affecting its operations under this Agreement, including any bankruptcy or insolvency proceedings.

22. NO ASSIGNMENT. A party shall not assign its rights under this Agreement without first obtaining the other party's written approval.

23. COMPLIANCE. In the event that payment for services provided under this Agreement is made from federal funds, the parties shall abide by all applicable federal laws, regulations and requirements governing such funds. Further, the parties shall abide by all federal laws, regulations and requirements applicable to the housing of Prisoners in the Facility, including without limitation the Prison Rape Elimination Act of 2003, 42 U.S.C. § 15601, *et seq.* Customer agrees that it will promptly provide any and all reports and information required by such laws, regulations, and requirements to Chehalis before transferring any Prisoners to Chehalis' custody. Failure to provide such information shall serve as grounds for refusal of custody.

FOR CHEHALIS:

Confederated Tribes of the Chehalis Reservation
 420 Howanut Road
 P.O. Box 536
 Oakville, WA 98568

Date: _____

Tribal Representative

Date: _____

FOR CUSTOMER:



Certificate of Coverage

Certificate holder: City of Tenino 149 Hodgden St S. Tenino WA 98589	Policy number: None Term of certificate: 1/1/2024 – 1/1/2025 Annual re-issue: Yes
--	--

RE: City of Tenino

Please be advised that the **City of Tenino** is a member of the Association of Washington Cities Risk Management Service Agency (AWC RMSA) and participates in the self-insured and loss-pooling programs checked below, which are administered by the AWC RMSA for its members.

Type of coverage	Limits	Deductible
<input checked="" type="checkbox"/> All risk property coverage	\$250 million per occurrence	\$0
<input checked="" type="checkbox"/> Liability coverage	\$15 million per occurrence	\$0
<input checked="" type="checkbox"/> Employee fidelity blanket coverage	\$1 million per occurrence	\$0
<input checked="" type="checkbox"/> Employer Liability ("Stop Gap")	\$15 million per occurrence	\$0
<input checked="" type="checkbox"/> Comprehensive auto liability	\$15 million per occurrence	\$0
<input checked="" type="checkbox"/> Cyber liability	\$3 million per occurrence	\$0
<input checked="" type="checkbox"/> Pollution liability	\$2 million per occurrence	\$0

Under the AWC RMSA Coverage Agreement issued to the member referenced above, and within the limits and provisions of the above program, AWC RMSA has agreed to provide, to the certificate holder named above, defense, payment, and loss or indemnification funding in accordance with the terms of the Coverage Agreement, with the exception that no defense or indemnity is available for claims arising from the sole negligence of the certificate holder with respect to the referenced operations or activities.

AWC RMSA is not an insurance company and therefore cannot name an additional insured or loss payee.

Cancellation: Should the above described coverage be cancelled before the expiration date thereof, the AWC RMSA will provide notice to its members in accordance with its Coverage Agreement. Failure to provide such notice to the certificate holder shall impose no obligation or liability of any kind upon the AWC RMSA.

This certificate is issued for information only and gives no rights to the certificate holder. This certificate does not amend, extend, or alter the coverage provided by the AWC RMSA.

Carol Wilmes

Carol Wilmes
Director of Member Pooling Programs

cc: **City of Tenino**

File Attachments for Item:

14. Heritage Grant Award

Recommended Action: Motion to accept Heritage Grant award.



RECEIVED

FEB 13 2024

CITY OF TENINO

Carolina Mejia, District One
 Gary Edwards, District Two
 Tye Menser, District Three
 Wayne Fournier, District Four
 Emily Clouse, District Five

**COMMUNITY PLANNING &
 ECONOMIC DEVELOPMENT DEPARTMENT**

Joshua Cummings, Director

Creating Solutions for Our Future

February 8, 2024

Dave Watterson
 City of Tenino
 PO Box 4019
 Tenino, WA 98589

Dear Mr. Watterson,

I am pleased to inform you that the Thurston County Board of Commissioners approved the Historic Commission's recommendation to award the City of Tenino \$7,000 in support of its Sandstone Preservation Project. This funding is to be used for the expenditures related to the referenced project and cannot be used for other purposes.

Attached please find two original Thurston County Heritage Grant Program Agreements, Scope of Work and Reimbursement Form (Attachment A) for your approved project. Please sign and return one original copy of the Agreement and provide the County proof of insurance to show you are meeting section eight of the Agreement.

Please note that the Heritage Grant Program is a reimbursement program of the approved expenditures. To request reimbursement, complete and return the attached form (Attachment A). A progress report or final report must be attached to the reimbursement request per the instructions on Attachment A. **Please note that within 90 days of the completion of your project you must provide a completed Attachment A and Final Report.**

A progress report will be requested in June. If you are unable to complete your project by the end of the year you may request a one-time six month extension. If requested, an extension request form will be mailed to you in November and must be returned with your request by December 1st. Those receiving a six month extension will be unable to apply for grant funding the following year.

Good luck as you proceed with your organization's project. If you have any questions please contact Sonja Cady at 360-867-2117, or by email at sonja.cady@co.thurston.wa.us.

Sincerely,

Sonja Cady
 Historic Commission Staff
 CPED Department

cc: Nicole Martinez, Commissioner's Office

3000 Pacific Avenue SE, Suite 100, Olympia, Washington 98501-2043 (360) 786-5490/FAX (360) 754-2939
 TTY/TDD call 711 or 1-800-833-6388 Website: <https://www.thurstoncountywa.gov/departments/community-planning-and-economic-development>

THURSTON COUNTY HERITAGE GRANT PROGRAM

Grant No. HGP-24-003 COT

THIS AGREEMENT is made and entered into this 30th day of January, 2024, by and between Thurston County, Washington, hereinafter called GRANTOR, and the City of Tenino, hereinafter called GRANTEE.

THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. AGREEMENT.

(a) This Agreement contains the basic terms and conditions agreed upon by the parties. In the event of an inconsistency, the following provisions apply in order of precedence as follows: (i) this Agreement; (ii) Statement(s) of Work (attached hereto); and (iii) application materials as submitted for the Thurston County Heritage Grant Program, which are all incorporated into this agreement by this reference.

(b) In consideration of receiving grant funding, the Grantee agrees:

(i) to perform the scope of work as described in the Statement of Work and the application materials as submitted for the Thurston County Heritage Grant Program.

(ii) that only the items/activities set forth in the Statement of Work and the application materials may be charged against the grant project.

(iii) to perform the activities and produce the products described in the Statement of Work and the application materials in accordance with the standards, guidelines and/or best practices outlined in this Agreement (including all attachments) and/or utilized in the industry for similar work. Grantor reserves the right to withhold payment, declare all or part of the work ineligible for reimbursement, or take other corrective action if the Grantee fails to perform these activities in accordance with these standards, guidelines and/or best practices.

2. RELATIONSHIP OF THE PARTIES. The GRANTEE, its agents, employees, officers, volunteers, or representatives are not employees, agents or representatives of GRANTOR for any purpose and the employees or volunteers of GRANTEE are not entitled to any of the benefits GRANTOR provides for its employees. The GRANTEE will be solely and entirely responsible for its acts and for the acts of its agents, employees, volunteers, subcontractors, or otherwise during the performance of any Statement of Work attached hereto. GRANTOR shall not be responsible for the payment of federal taxes, Social Security taxes, or Labor and Industries contributions for GRANTEE.

This agreement is for the benefit of the parties; no third party beneficiary relationships are intended.

3. AGREEMENT REPRESENTATIVES. Each party to this Agreement shall have an Agreement representative. Each party may change its representative upon providing written notice to the other party. The parties' representatives are as follows:

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a. For GRANTEE:

Name of Representative: Jessica Reeves-Rush

Title: P.A.R.C Specialist

Mailing Address: PO Box 4019, 149 Hodgden Street South

City, State and Zip Code: Tenino, WA 98589

Telephone Number: (360) 264-2368

Fax Number: ()

E-mail Address: jreevesrush@cityoftenino.org

b. For GRANTOR:

Name of Representative: Sonja Cady

Title: Historic Commission Staff

Mailing Address: 3000 Pacific Ave SE, Suite 100

City, State and Zip Code: Olympia, WA 98501-2043

Telephone Number: 360-867-2117

Fax Number: 360-754-2939

E-mail Address: sonja.cady@co.thurston.wa.us

4. HOLD HARMESS AND INDEMNIFICATION.

a. The GRANTEE shall hold harmless, indemnify and defend the GRANTOR, its officers, officials, employees and agents, from and against any and all claims, actions, suits, liability, losses, expenses, damages, and judgments of any nature whatsoever, including costs and attorneys fees in defense thereof, for injury, sickness, disability or death to persons or damage to property or business, caused by or arising out of the GRANTEE's acts, errors or omissions or the acts, errors or omissions of its employees, agents, subcontractors or anyone for whose acts any of them may be liable, in the performance of this Agreement. Claims shall include, but not be limited to, assertions that information supplied or used by the GRANTEE or subcontractor infringes any patent, copyright, trademark, trade name, or otherwise results in an unfair trade practice. PROVIDED HOWEVER, that the GRANTEE's obligations hereunder shall not extend to injury, sickness, death or damage caused by or arising out of the sole negligence of the GRANTOR, its officers, officials, employees or agents. PROVIDED FURTHER, that in the event of the concurrent negligence of the parties, the GRANTEE's obligations hereunder shall apply only to the percentage of fault attributable to the GRANTEE, its employees, agents or subcontractors.

b. In any and all claims against the GRANTEE, its officers, officials, employees and agents by any employee of the GRANTEE, subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this Section shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the GRANTEE or

THURSTON COUNTY HERITAGE GRANT PROGRAM

subcontractor under Worker's Compensation acts, disability benefits acts, or other employee benefits acts, it being clearly agreed and understood by the parties hereto that the GRANTEE expressly waives any immunity the GRANTEE might have had under Title 51 RCW. By executing the Agreement, the GRANTEE acknowledges that the foregoing waiver has been mutually negotiated by the parties and that the provisions of this Section shall be incorporated, as relevant, into any contract the GRANTEE makes with any subcontractor or agent performing work hereunder.

c. The GRANTEE obligations hereunder shall include, but are not limited to, investigating, adjusting and defending all claims alleging loss from action, error or omission, or breach of any common law, statutory or other delegated duty by the GRANTEE, the GRANTEE's employees, agents or subcontractors.

5. **MONITORING AND EVALUATION.** GRANTEE agrees to cooperate and participate in GRANTOR's heritage grant program monitoring and evaluation process. Annual monitoring and evaluation procedures and quarterly reviews may be conducted to ensure program accountability and effective use of funds. GRANTEE may be notified in advance of any planned monitoring and / or evaluation site visits; however, GRANTOR reserves the right to conduct on-site visits without prior notification to GRANTEE, as deemed necessary. All books, records, documents, reports, and other data shall be subject at all reasonable times to inspection, review, or audit by GRANTOR or its designee.

6. **NON DISCRIMINATION.**

a. Thurston County is an equal opportunity employer.

b. GRANTEE agrees that it shall comply with all applicable federal, State, and County laws and regulations regarding non-discrimination in:

1. any terms or conditions of employment; and
2. denying an individual the opportunity to participate in any program provided by the Agreement and Statements of Work through the provision of goods, services, or benefits to clients.

7. **GENERAL BUDGET PROVISIONS.** Payment for services shall be made in accordance with the Statement(s) of Work attached to the Agreement.

8. **INSURANCE; NO LIMITATION.** The GRANTEE and its subcontractors shall procure and maintain for the duration of this Agreement, insurance for claims which may arise from, or in connection with, the performance of the Project work hereunder by the GRANTEE, its agents, representatives, or employees. The GRANTEE's maintenance of insurance as required by this Agreement shall not be construed to limit the liability of the GRANTEE to the coverage provided by such insurance, or otherwise limit the GRANTOR's recourse to any remedy available at law or in equity.

9. **TERMINATION.** If either party hereto fails to comply with the terms and conditions of this Agreement, applicable Special Terms and Conditions, or Statement of Work the other party may pursue such remedies as are legally available including, but not limited to the termination of the Agreement and/or Statement(s) of Work in the manner specified herein.

THURSTON COUNTY HERITAGE GRANT PROGRAM

a. Termination by GRANTOR for Cause. GRANTOR may terminate this Agreement and / or Statement(s) of Work in whole or in part for a substantial and material breach thereof by GRANTEE upon ten days written notice of termination, provided that GRANTOR, prior to termination, shall endeavor to work with GRANTEE to remedy such breach, unless the breach is such that immediate termination is clearly necessary to protect the public interest. Corrective action correspondence shall be delivered by certified mail / return receipt.

b. Termination by GRANTEE for Cause. GRANTEE may terminate this Agreement and / or Statement(s) of Work in whole or in part for a substantial and material breach thereof by GRANTOR upon ten days written notice of termination.

c. Termination and Other Grounds. This Agreement and Statement(s) of Work may also be terminated in whole or in part by mutual written agreement of the parties.

10. MODIFICATION. Either party may request changes in a Statement(s) of Work; however, no changes to the Statement of Work shall be valid or binding upon either party unless such change is in writing and executed by both parties.

11. CLOSE-OUT. Following completion of a Statement of Work, or in the event that a Statement of Work is terminated in whole or in part for any reason other than the normal completion of the Statement of Work, GRANTEE shall submit within ninety days after the date of expiration of a Statement of Work all financial, performance, and other reports required by each Statement of Work, including pertinent receipts and invoices, and will cooperate in any program audit initiated by GRANTOR or its designee.

12. NON-ASSIGNABILITY OF CLAIMS. No claim arising under any Statement of Work shall be transferred or assigned by GRANTEE.

13. APPLICABILITY OF LAW.

a. This Agreement and Statement(s) of Work are and shall be construed as being executed and delivered within the State of Washington, and it is mutually understood and agreed by each party hereto that the Agreement and Statement(s) of Work shall be governed by laws of the State of Washington, both as to interpretation and performance.

b. Venue shall be Thurston County, Washington.

14. SEVERABILITY.

a. If a court of competent jurisdiction holds any part, term or provision of this Agreement to be illegal, or invalid in whole or in part, the validity of the remaining provisions shall not be affected, and the parties' rights and obligations shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.

b. If any provision of this Agreement is in direct conflict with any statutory provision of the State of Washington, that provision which may conflict shall be deemed inoperative and null and void insofar as it may conflict, and shall be deemed modified to conform to such statutory provision.

c. Should the GRANTOR determine that the severed portions substantially alter this Agreement so that the original intent and purpose of the Agreement no longer exists, the GRANTOR may, in its sole discretion, terminate this Agreement.

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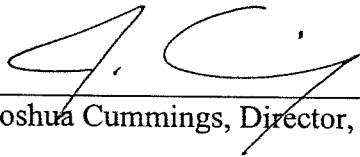
15. ENTIRE AGREEMENT. The parties agree that this Agreement is the complete expression of its terms and conditions. Any oral or written representations of understandings not incorporated in this Agreement are specifically excluded.

16. NOTICES. Any notices shall be effective if personally served upon the other party or if mailed by registered or certified mail, return receipt requested, to the addresses set out in Section 3. Notice may also be given by facsimile with the original to follow by regular mail. Notice shall be deemed to be given three days following the date of mailing or immediately if personally served. For service by facsimile, service shall be effective upon receipt during working hours. If a facsimile is sent after working hours, it shall be effective at the beginning of the next working day.

The parties hereto acknowledge that the waiver of immunity set out in Section 4.b was mutually negotiated and specifically agreed to by the parties herein.

DATED this 1st day of February, 2024.

THURSTON COUNTY, WASHINGTON



Joshua Cummings, Director, Community Planning & Economic Development

CITY OF TENINO

Dave Watterson, Mayor

APPROVED AS TO FORM BY PAY ON FEBRUARY 1, 2024

STATEMENT OF WORK

\$7,000 has been awarded to the City of Tenino ('GRANTEE') by the Thurston County Board of Commissioners ('GRANTOR') to cover expenditures related to the Sandstone Preservation Project. The \$7,000 so granted comes with the following understandings:

1. Project expenditures funded by this grant shall be related to funding the Sandstone Preservation Project.
2. City of Tenino expenditures funded by this grant shall not exceed \$7,000.
3. City of Tenino must complete project as described in the applications materials as submitted for the Thurston County Heritage Grant Program.
4. Grant funds shall not be used to pay for any purpose other than for project expenditures set for in this Statement of Work.
5. This grant is for a Small Capital Project that involves exterior improvements to a historic structure or site. The GRANTEE must submit the final materials to be used for the Small Capital Project to the GRANTOR prior to commencing the project, which may include elevation drawings, sketches with paint color included, window type, shingles, and other materials. The GRANTOR shall have final approval of materials that will be used to ensure they meet the U.S. Secretary of the Interior Standards for Historic Preservation. The GRANTOR may consult with the Thurston County Historic Commission or a subcommittee thereof in the review.
6. Upon completion of the project, City of Tenino will submit a completed Heritage Grant Program Reimbursement Request and Final Report (Attachment A). For reimbursement prior to the completion of the project, the City of Tenino will submit a completed Reimbursement Request Only and Progress Report (Attachment A).
7. The project shall be completed by December 31, 2024 unless a one-time six-month extension has been granted. The one-time extension should be requested at least 30 days prior to the original project completion date.

THURSTON COUNTY HERITAGE GRANT PROGRAM REIMBURSEMENT REQUEST AND REPORTING FORM

REIMBURSEMENT REQUEST & FINAL
REPORT (Complete sections A, C and D)

REIMBURSEMENT REQUEST ONLY &
PROGRESS REPORT (Complete sections A, B and D)

A. REIMBURSEMENT REQUEST:

Date: _____

Grant No. HGP-24-003 COT

GRANTEE: City of Tenino

Project: Sandstone Preservation Project

Contact: Jessica Reeves-Rush

Contact Phone Number:
(360) 264-2368

Grant Year: 2024 Grant Award Date: January 30, 2024

DEADLINE DATE: December 31, 2024

Amount of Heritage Grant Award: \$7,000 Has project been completed? YES NO

Current Reimbursement Request: \$ _____

Total Project Cost: \$ _____

Attach: (1) a list of itemized expenses; and

(2) proof of expenses, for example, copies of invoices, receipts, etc.

(3) proof of payment for requested reimbursement

B. PROGRESS REPORT

Please answer the following question and attach to this form.

1. Provide a brief summary of the status of your project. Identify the work schedule project components or milestones which have been completed.

C. FINAL REPORT

Please answer the following questions and attach to this form. Response should be no more than 3 pages in length. Please also attach all grant products to this form (final documents, reports, pictures of completed project, publications, architectural drawings, and any other documentation showing the success of the project).

1. Provide a brief summary of the needs/problems the grant was intended to address:
2. Provide a brief narrative of no more than 2 pages of the accomplishments/results of your project activity. Please include any "lessons learned."
3. Please submit at least 5 images depicting work completed.
4. Please share any comments you have about the forms or any aspect of the Heritage Grant Program.

D. SIGNATURE

"I hereby certify that expenditures claimed herein are true and authorized expenditures as outlined within the grant award Agreement and Statement of Work, and that the supporting documentation submitted is an accurate representation as to the use of these grant funds as outlined and described therein."

Authorized Signature Representing GRANTEE

Date

Name

Title

You must complete this report at the conclusion of your project in order to receive Heritage Grant Award final project funding.

Mail/deliver this completed report and grant product to:

Attention: Sonja Cady

Thurston County Heritage Grant Program

3000 Pacific Ave SE, Suite 100, Olympia, WA 98501-2043

**THURSTON COUNTY HERITAGE GRANT PROGRAM
REIMBURSEMENT REQUEST AND REPORTING FORM**

File Attachments for Item:

15. Resolution 2024-01

Recommended Action: Motion to approve Resolution 2024-01

**RESOLUTION No. 2024-01
CITY OF TENINO, WASHINGTON**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TENINO,
WASHINGTON TO ACKNOWLEDGE AND ACCEPT GRANT FUNDING FOR
LAND ACQUISITION FROM THE ANGELA J. BOWEN FOUNDATION**

WHEREAS, the City of Tenino has authorized the Mayor to proceed with the purchase of property from Norseman Timber Company LLC, a Washington limited Liability company, with the legal description provided herein, and

WHEREAS, the City of Tenino is authorized to enter into a purchase agreement with Norseman Timber Company LLC to buy the described property and whereas

WHEREAS, the City of Tenino received a grant from the Angela J. Bowen Conservancy Foundation to receive funding in the amount of \$_____ that will be used to purchase the described property; and

WHEREAS, the City of Tenino to purchase the described property provided all the requirements for purchase of the property are met;

WHEREAS, the City of Tenino authorizes the Mayor to sign any agreement or documents facilitating the foregoing

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF TENINO,
WASHINGTON DO RESOLVE to:**

Accept grant funding from the Angela J. Bowen Foundation as described herein;
and

Purchase the above-described property using grant funds from the Angela J. Bowen Foundation; and

Enter into facilitate recordation in substantially the same form as the attached Declaration of Conservation Restrictions with Grantor Norseman Timber Company LLC and Grantee the City of Tenino.

ADOPTED by the City Council of the City of Tenino, Washington, and **APPROVED** by its Mayor, at a regularly scheduled open public meeting thereof this 13th day of February, 2024.

Dave Watterson, Mayor

Attest:

Jen Scharber, Interim Clerk Treasurer

Approved as to form:

Rich Hughes, City Attorney