

MEMORANDUM

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TO: **MAYOR AND CITY COUNCIL**
FROM: **ERIC KING**
SUBJECT: **WEEKLY REPORT**
DATE: **FEBRUARY 1, 2019**



CITY OF BEND

Upcoming City Council meetings and other events

- February 4, 2:00 p.m. to 6:00 p.m. and February 5, 9:00 a.m. to 4:00 p.m., Council Goal Setting, Mt. Bachelor Village
- February 6, work session at 5:00 p.m., regular meeting at 7:00 p.m. at City Hall in the Council Chambers
- February 20, work session at 5:00 p.m., regular meeting at 7:00 p.m. at City Hall in the Council Chambers
- March 6, work session at 5:00 p.m., regular meeting at 7:00 p.m. at City Hall in the Council Chambers
- March 20, work session at 5:00 p.m., regular meeting at 7:00 p.m. at City Hall in the Council Chambers

Photographs

We are planning to take photos of the new Council as a group and individually at the beginning of your Feb. 6 Council meeting. This will take at least 15 minutes and will be done by our Communications Department team. You may want to dress up for this, these photos will be used on the website, in our newsletters and elsewhere for the next two years. I recommend wearing solid, dark colors. The photos will be shot against the Council Chambers wall behind the dais, try not to wear the same color as the background. Photo example:



2018 Best Performing Cities Release

The Milken Institute's newest list of Best Performing Small Cities is out and Bend-Redmond is on top for the third year in a row. The press release from [Milken is here](#), you can find the [full 2018 rankings for small cities here](#).

Expansion of Downtown Parking District from Drew Dietrich

[Improvements to downtown parking](#) were announced in December. These improvements are part of implementing the [Downtown Strategic Management Plan](#) that Council adopted on June 7, 2017. The rollout of these changes began Jan. 1 with a focus on educating the community and downtown business owners. Staff work closely with the [Downtown Parking Advisory Committee](#) and the Downtown Bend Business Association to implement these changes. As with any changes like these, educating the community is of utmost importance. A Parking Updates webpage was launched in December with

information about the changes. That was a primary resource for community members when sharing the news with our community through these methods:

12/7/19 – First Friday outreach at Deschutes Brewery

12/1-Present: Door-to-Door canvassing of Downtown Businesses and Employees with DBBA

12/20/18 – Bend Current newsletter

12/21/18 – [City Edition video](#)

12/27/19 – Press release (news coverage by KTVZ, *The Bulletin*, *The Source Weekly*, *Radio*)

1/1/19 – [City website news item](#)

1/1-Present – Informational Cards distributed to all parkers downtown

1/1/19 – Parking Website updated with FAQ and Updates

1/3/29 – Neighborhood Association newsletter

1/5/19-1/13/19 – Social media posts

Greenwood/Wall & Irving St:

Pilot programs to test 4-hour parking. Downtown businesses and patrons indicated a desire for extended parking past 2-hours. The Downtown Parking Advisory Committee suggested implementing two pilot programs to assess how 4-hour parking downtown would work, implementing an hourly paid system to promote turnover in these test areas, and evaluate occupancy and turnover rates.

2018 Pacific Power Funding Award Notification

Pacific Power announced this week that the City of Bend has been awarded the 2018 Pacific Power Funding Award for the community-based renewable energy project. Attached please find the grant agreement that gives you the details of the award.

Oregon Department of Transportation Bulletin

The Oregon Department of Transportation (ODOT) sent out a bulletin of congratulations to the 277 cities and counties who completed the required reporting under HB 2017. [Click here to read the ODOT bulletin](#) and get the links to the report details.

COCC President Candidate Community Meetings

The three finalists for Central Oregon Community College President will be visiting the area over the next two weeks. Included in their schedules are community meetings in Bend, Redmond, Madras and Prineville. The schedule for the Bend meetings (and short bios) are shown below:

Dr. Kimberlee Messina

Monday, Feb. 4, 5 to 6 p.m.

Boyle Education Center lobby

Dr. Kimberlee Messina, former vice president and interim president at Foothill College in California, most recently served as interim vice chancellor for the San Mateo County Community College District. She will be in Central Oregon on Feb. 4 and 5. Messina earned a bachelor's degree in sociology and a master's degree in Spanish from the California State University at Sacramento. She then earned her doctorate in educational leadership from the University of California at Davis. Messina taught Spanish at UC-Davis and, for 12 years, at Santa Rosa Junior College. She then served as a dean of

science, technology, engineering and mathematics at Santa Rosa. From there, she moved to Foothill College as vice president of instruction and institutional research for four years, and then interim president for one. For the next two years, she served as interim vice chancellor of educational services and planning for the San Mateo district. She owns K.S. Messina, Equity in Education Consultant.

Dr. Tod Treat

Thursday, Feb. 7, 5 to 6 p.m.

Boyle Education Center lobby

Dr. Tod Treat serves as interim vice president for instruction at Wenatchee Valley College in Washington. Treat was executive vice president for academic and student affairs at Tacoma Community College for five years. He is scheduled to visit COCC on Feb. 7 and 8. Treat earned his bachelor's degree in biochemistry from the University of Illinois and a master's degree in chemistry (concentration in bioorganic chemistry) from the University of Colorado. He returned to the University of Illinois and earned his doctorate degree in education. He taught chemistry for nine years at Parkland College in Illinois and served in a number of other roles there before being named dean of academic services, a position he held for five years. Following that, he was vice president of student and academic services at Richland Community College, also in Illinois, before moving to Tacoma in 2013.

Dr. Laurie Chesley

Wednesday Feb. 13, 5 to 6 p.m.

Boyle Education Center lobby

Dr. Laurie Chesley is provost and executive vice president for academic and student affairs at Grand Rapids Community College in Michigan. She will be in Central Oregon on Feb. 13 and 14. Chesley earned her bachelor's degree in English from Alma College and her master's and doctorate degrees in English at the University of Notre Dame. She taught English at a variety of higher education institutions for 14 years, including five years of full-time teaching at Northwestern Michigan College. She has 18 years of administrative experience, including interim dean of learning at Northwestern Michigan, assistant vice president for academic affairs at Ferris State (Michigan) University, dean of humanities at Montgomery County (Pennsylvania) Community College, and then associate dean and dean of arts and sciences at Grand Rapids Community College, before becoming vice president in 2015.

Fire Op Ed piece

Below is a short piece that has been submitted to various news organization around the state in support of the new amendment to the Oregon Structural Code addressing wildfire mitigation. It was written by Doug Green, Fire Inspector, Bend Fire and Rescue and Kelly Pohl, Consultant, Headwaters Economics.

Oregon's Chance to Build for Wildfire

By Kelly Pohl and Doug Green

In these long, dark days of winter, wildfire may seem a distant memory. But given the last few years of record-setting wildfire disasters in Oregon and neighboring states, now is no time to forget the risks we face.

Today's wildfires are more disastrous for a variety of reasons—a warming climate, a century of fire suppression and fuel accumulation, and because we are putting more people and homes in harm's way. Across the country, development is fastest in areas with wildfire potential, making future disasters more likely.

Fortunately, a decade of research, post-fire analyses, and laboratory experiments have led to new science about how to avoid such disasters and build wildfire-resilient communities. It starts with where and how we build homes.

A few simple, affordable modifications to a home's roof, walls, windows, deck, and landscaping can be the difference between the home's survival and loss during a wildfire. For example, home survival increases when built with ember-resistant, finer mesh attic vents, noncombustible gutters, and fire-resistant decking. Maintaining a noncombustible landscaping zone immediately around the home can reduce the likelihood of embers igniting the home.

Where homes are spaced closer together, additional strategies become necessary to avoid home-to-home ignition, such as using noncombustible siding and tempered glass windows. Wildfire hazard maps can help land use planners and elected officials determine where to implement such wildfire-resistant building standards.

A study released last month by Headwaters Economics found the cost of constructing a home to such standards was roughly the same as a typical home. Using wildfire-resistant materials can have added benefits such as reduced maintenance and longer lifespans.

This year, Oregon will consider amending its State Building Code to allow local jurisdictions the option of requiring wildfire-resistant construction in high hazard areas. The proposed code, derived from international standards and using the best available science, would allow cities and counties to decide whether and where to implement wildfire building regulations.

Oregon would be wise to allow communities to require wildfire-resistant construction, as Washington and California have already done. To be most effective, mitigation must be mandatory at the community scale in areas of high wildfire hazard. Since implementation takes time, the sooner these code amendments are adopted, the better.

Already, Ashland, Bend, Sisters, and Wasco County are exploring such requirements through expert input as part of the national Community Planning Assistance for Wildfire program. But unless the state building code is amended, no Oregon community could adopt wildfire-resistant building regulations.

Too often, we believe the unthinkable will not happen to our community, but such willful blindness does us all a disservice. When flammable homes are built in wildfire-prone areas, taxpayers end up shouldering the burden, economies are disrupted, and individuals suffer.

We have the knowledge, technology, and—if added to the State Building Code—the power to avoid wildfire disasters through better planning. Let's get started.

Kelly Pohl holds a M.S. from Portland State University and is a wildfire researcher with Headwaters Economics. Doug Green is a Fire Inspector and Wildfire Mitigation Manager for the Bend Fire Department and the Safety Manager for the Sisters-Camp Sherman Fire District.

Attachments

Council Schedule
2018 Funding Award

Date	City Council / BURA Schedule	Agenda Material Due Dates (Legal/Finance) Final
Feb. 4, 2-6 p.m. and Feb. 5, 9:00-4 p.m.	Council Goal Setting, Mt. Bachelor Village	
February 6	<p>Work Session</p> <ul style="list-style-type: none"> • Council Schedule Requests • Fire risk and mitigation plan • Bike Lane Definition <p>Regular Meeting</p> <ul style="list-style-type: none"> • Annual Financial Report Presentation by Moss Adams • Public hearing on right of way vacation (Purcell Landing) • Budget Adjustment for Septic to Sewer Project • Update the 5-year CIP for the Water Reclamation fund to include the septic to sewer projection • Contract with Mountain Medical for Occupational Medicine • AMERESCO contract amendment • North Interceptor / Pipe Procurement • Drake lift Station design contract • Type III Comprehensive Plan Map and Zoning Map Change from Standard Density Residential (RS) to Central Business District (CB) for a 0.15-acre portion of a 0.30-acre parcel at 69 NW Newport Avenue • Public hearing and first reading, code changes in preparation for the LEAP IIPA implementation process • Authorize contract for the construction of the Mirror Pond Parking Lot 	January 29 (Jan. 23)
February 20	<p>Work Session</p> <ul style="list-style-type: none"> • Executive Session • Sidewalk exemption criteria <p>Regular Meeting</p> <ul style="list-style-type: none"> • Slurry Seal Contract • Second reading, code changes in preparation for the LEAP IIPA implementation process 	February 6 (Feb. 12)
March 6	<p>Work Session</p> <ul style="list-style-type: none"> • Update/check in presentation on the Southeast Area Plan <p>Regular Meeting</p> <ul style="list-style-type: none"> • Contract amendment to include final design for the Solids 	

	<p>Handling Project</p> <ul style="list-style-type: none"> • First reading Small Cell Infrastructure • Pavement Contract • Affordable Housing funding decision • Hearings Officer's decision on Evergreen Project File PZ 18-0429/0430 	
March 20	<p>Work Session</p> <p>Regular Meeting</p> <ul style="list-style-type: none"> • Second reading Small Cell Infrastructure 	
April 3	<p>Work Session</p> <p>Regular Meeting</p>	
April 17	<p>Work Session, start at 3 p.m.</p> <p>Quarterly Council- Board/Commission check-ins</p> <p>Regular Meeting</p>	
May 1	<p>Work Session</p> <p>Regular Meeting</p>	
May 7, 8 & 9	Budget Committee Meetings	
May 15	<p>Work Session</p> <p>Regular Meeting</p> <ul style="list-style-type: none"> • CDBG funding decisions 	
June 5	<p>Work Session</p> <p>Regular Meeting</p>	
June 19	<p>Work Session</p> <p>Regular Meeting</p>	

Work Session future topics to be scheduled

- Quarterly Council- Board/Commission check-ins (2nd meeting January, April, July, October)

- Town Gown Committee Discussion (Jon)
- Opportunity Zones
- BURA scope of work for Feasibility Study (January)
- Airport Master Plan kick off (2019)
- Mural Sign Code (2019)
- Follow-up on Galveston
- Parks IGA and SDCs (before March)
- Phase 2 Ameresco contract
- TID and Tumalo Creek Update
- BEDAB Strategic Plan
- ODOT IGA for 3rd Street (Empire to Greenwood)
- Restaurant parking requirements (as part of Code update)
- Regional Solutions (March or April)
- Lines for Life (Chief Porter)
- BURA Meeting (Proposed update to JR URA Plan, Core Area plan update/kick off, staff report on Murphy Xing URA barriers to meeting adopted Financial Analysis)

Regular Agenda future topics to be scheduled

- Public hearing on vacation of Glenwood & Alden
- DEQ loan amendment(s)
- Gateway North Master Plan, Zone Change and TSP amendment PZ 16-0333
- Franchise agreement with a new telecommunications provider
- LEAP City View implementation project housekeeping code changes
- Pacific Power Franchise Agreement
- Pump Station Decommissioning

June 5 won't be televised due to a conflict with graduation.
The Council will not meet on July 3.

January 29, 2019

ATTN: Gillian Ockner, Senior Policy Analyst

RE: 2018 Blue Sky Funding Award – WWF (BEND)

Dear Gillian Ockner, Senior Policy Analyst:

Congratulations! On behalf of our participating Blue Sky customers, Pacific Power is pleased to inform you that you've been selected to receive a Blue Sky funding award of up to \$60,341 to help advance your solar project at 18600 Skyliners Rd, Bend.

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

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

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

If you agree to all of the conditions set forth in the agreement, please sign and initial where indicated. Please email a copy of this letter and the signed agreement to bluesky@pacificorp.com by **February 11, 2019**.

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

Sincerely,



Scott Bolton
Senior Vice President, External Affairs and Customer Solutions

GRANT AGREEMENT

2018 Blue Sky Funding Award

PacifiCorp d/b/a Pacific Power (Pacific Power) Intends to provide up to \$60,341 to City of Bend ("Recipient") as part of the Pacific Power Blue Sky Program. These funds are made possible by customers electing to participate in the Blue Sky Program.

This Grant Agreement is intended to support Recipient efforts to install a renewable energy project (Project) at WWF (BEND). Disbursement of funds may be made upon completion of the project and Pacific Power confirmation that the award requirements in this Grant Agreement have been met. Pacific Power reserves the right to not fund the Project if, for any reason, Pacific Power determines that any award requirement is deficient.

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

PROJECT ATTRIBUTES

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

Award Recipient	City of Bend	Blue Sky recognition	The project will provide Blue Sky recognition in poster boards at the site, on the screen of the educational kiosk, and in a press release about the installation. The City will not organize a stand-alone ribbon cutting event, but will include recognition
Technology	Solar		
Minimum size*	129.60 KW		
Project location	Ground-mounted only		
Project address	18600 Skyliners Rd, Bend	Education plan	The City will install an educational kiosk at the facility that shows real-time production data and post a link to the data on their website. They will also promote the installations at Bend's annual City Quest and Earth Day events. The City Manager's office and the Communications Department will issue press releases.
Visibility	The solar array will be visible from the grounds of the WWF but not from any public roadway.		
Commercial online date	9/17/2019		
Funding award**	Up to \$60,341		

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

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

- Install a renewable energy project by December 31, 2019.

Extensions to this timeline may be considered for projects associated with the construction of a new building or structure on a case-by-case basis. Recipient understands that if the project is not completed by December 31, 2019, Blue Sky funding may be rescinded unless a Pacific Power change order form is submitted and approved by a Pacific Power Blue Sky program representative.

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

https://www.pacificpower.net/content/dam/pacific_power/doc/Efficiency_Environment/Net_Metering_Customer_Generation/PP_Interconnection_Net_Meter_Brochure.pdf

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

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

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

I. USE OF BLUE SKY FUNDS

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

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

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

II. AWARD RECIPIENT DELIVERABLES

- **Recipient webinar:** Attend the Blue Sky award recipient webinar (*tentatively scheduled for February 27, 2019 2 p.m. to 3 p.m.*), along with the renewable energy contractor and project manager. The webinar will cover funding award requirements and expectations, along with guidance to expedite the documentation and reimbursement process. Webinar details will be provided upon execution of the memo of understanding.
- **Quarterly updates:** Provide a quarterly progress report on the 15th day of the month following each calendar quarter until the project is on-line. Quarterly progress reports will be provided by completing the quarterly progress report form provided by Pacific Power and emailing it to **bluesky@pacificorp.com**. The first report will be due by Monday, April 15, 2019.
- **Change requests:** Complete and submit the change request form provided by Pacific Power for any material change in project scope from project attributes listed in the table above, conveyed in the funding application, or communicated during the interview process.
- **Financing plan:** Demonstrate to Pacific Power’s satisfaction by July 15, 2019 via a written communication directed to **bluesky@pacificorp.com** that all funds necessary to complete the project have been secured. If the project has not secured financing for the additional amounts required by July 15, 2019, the project may forfeit its right to the funds reserved for the project.
- **Ongoing communication:** Keep the Blue Sky funding award administrator and local utility contact apprised of major project milestones, such as initiating installation, and opportunities to participate in celebrations and media engagement.
- **Project completion and reimbursement:** Upon completion of project installation and all funding requirements, complete and submit the final report form provided by Pacific Power along with required

supplemental documentation to **bluesky@pacificcorp.com**. Final reporting must be submitted no more than sixty (60) days following the execution of a net metering agreement or interconnection agreement and the project's official on-line date.

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

III. EDUCATION AND OUTREACH REQUIREMENTS

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

Contact the **bluesky@pacificcorp.com** for approvals and guidance.

IV. REIMBURSEMENT

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

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

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

V. OVERALL ACKNOWLEDGEMENT OF TERMS

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

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

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

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

Recipient understands it must be enrolled in Pacific Power's Blue Sky program at the business partner level. Thank you for your Visionary partner level support!

Please initial each page, complete the Funding Recipient Acceptance section of the signature page and return signed form to bluesky@pacificcorp.com.

Signature Page

Funding recipient acceptance

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

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

Signature: _____

Date: _____

Printed Name: _____

Title: _____

Company: _____

Pacific Power Acceptance

Signature: _____

Date: _____

Printed Name: _____

Title: _____