

SOLAR-FOR-VOUCHERS TECHNICAL ASSISTANCE PROGRAM PROPERTY OWNER AGREEMENT

1. Property Owner Information

- a. Entity name: _____
- b. Corporate Structure (Corporation, L.L.C. etc.): _____
- c. Corporate Address: _____
- d. Addresses of sites Property Owner will evaluate for solar suitability:
 - i. _____
 - ii. _____
 - iii. _____
 - iv. _____
 - v. _____

2. Background

- a. The Solar-for-Vouchers Technical Assistance Program (“Program”) is a technical assistance program designed to help multifamily rental property owners install solar panels and reduce energy costs. Property owners can take advantage of potential savings from this technical assistance in exchange for a commitment to rent some of their units to Section 8 Housing Choice Voucher (HCV) program participants at market rates.
- b. The Council facilitates the process by assembling a committed group of property owners and connecting them with solar developers, who can install solar panels.
- c. To connect the solar developers with property owners, the Council intends to facilitate a structured Request for Qualifications (RFQ) process for proposals for developing solar photovoltaic (PV) systems for multifamily properties that meet all the following qualifications:
 - at least 5 units;
 - 5 stories or less;
 - located within Minneapolis, Saint Paul or the communities within the Metro HRA service area; and
 - structurally sound enough to support solar panels.

3. Property Owner Commitment

- a. The entity in Section 1.a (“Property Owner”) is committed to reviewing various materials and resources regarding solar PV systems installation as well as completing a preliminary solar site assessment checklist to identify suitable sites for solar installations on its property.
- b. Property Owner intends to participate in the Program’s facilitated site-specific RFQ process.
- c. Property Owner will evaluate the potential sites listed in Section 1.d for solar suitability. Property Owner may add or remove potential sites.
- d. If as a result of the site-specific RFQ process Property Owner enters into an agreement with a solar developer, Property Owner commits to the following:

Number of Units to be Reserved for Section 8 HCV Program Participants

NUMBER OF UNITS IN BUILDING	NUMBER OF UNITS RESERVED FOR SECTION 8 HCV PROGRAM PARTICIPANTS
5 – 20	2
21 – 40	4
41 – 100	8
101 – 150	10
151 +	15

- i. Within 12 months after the date of any agreement with a solar developer, Property Owner will rent at market rate the number of units indicated in the chart above to HCV participants. Property Owner will rent each committed unit for 60 months.
 - ii. Unless Property Owner has rented all committed units to HCV participants, Property Owner will advertise vacancies in the participating property with [HousingLink \(www.housinglink.org\)](http://www.housinglink.org). Section 3.d.ii applies to all properties participating in the Solar-for-Vouchers program.
 - iii. Unless Property Owner has rented all committed units to HCV participants, Property Owner will notify Metro HRA of vacancies in the participating property. Metro HRA will work to refer potential tenants to fill vacancies. Section 3.d.iii applies only to properties located within the Metro HRA Service Area.
 - iv. If an HCV participant moves out, Property Owner will perform items 3.d.ii and 3.d.iii until Property Owner has rented all committed units to HCV participants.
 - v. Provide status updates twice yearly when contacted by the Solar-for-Vouchers Program administrators.
- e. While the commitments in Section 3.d are not contractual, Property Owner will use its best efforts to fulfill these commitments.
 - f. This Agreement does not require Property Owner to enter into any agreements with a solar developer or otherwise commit financial resources to a solar project.

4. Property Owner Indemnification and Hold Harmless of the Council

- a. Property Owner will save and protect, hold harmless, indemnify, and defend the Council and its members, agents, employees, and program partners against any and all claims, expenses (including attorneys' fees), losses, damages, or lawsuits arising out of or resulting from whether in whole or in part Property Owner's participation in the Program, including, but not limited to, acts or omissions of Property Owner's employees, subcontractors, representatives, agents, or anyone else for whom Property Owner may be responsible.
- b. Property Owner's obligation under Section 4 remain in place regardless of whether Property Owner enters into an agreement with a solar developer.

5. General Provisions

- a. Property Owner should assume that any data it provides to the Council qualifies as public data under Minnesota Statutes section 13.37, subdivision 14 and 15. The release of any information in the Council's possession is governed by the Minnesota Government Data Practices Act (Minn. Stat. Ch. 13) and other applicable law.
- b. Property Owner understands and agrees to the following:
 - i. the Council is not representing that the Program will save the Property Owner money;
 - ii. the Council cannot guarantee that a solar developer will provide a proposal for Property Owner's sites or that any such proposal will be acceptable to Property Owner;
 - iii. the Council will not be a party to any agreements with a solar developer; and
 - iv. the Council is not guaranteeing the qualifications or work of any solar developer.
- c. This Agreement will be construed under the laws of the State of Minnesota, without regard to its conflict of laws provisions. Venue for any legal proceedings arising out of this Agreement will be in the state or federal court with competent jurisdiction in Ramsey County, Minnesota.
- d. Electronic signatures on this Agreement using Adobe Sign, or a similar program, will be deemed an original signature. A copy of this Agreement, including its signature page, will be binding and deemed an original.
- e. The individual signing this Agreement represents and warrants on Property Owner's behalf that they are authorized to execute this Agreement.

[PROPERTY OWNER ENTITY NAME]

By: _____

Title: _____

Date: _____

SOLAR SITE ASSESSMENT CHECKLIST

Interested participants should conduct a preliminary solar site assessment **for each facility or property of interest**, to identify suitability for solar and inclusion in the Solar-for-Vouchers Program.

General Information

What type of installation(s)?

- Flat rooftop
- Pitched rooftop
- Ground-mounted (unpaved surface)
- Ground-mounted (parking lot)

List your preferred type(s) of financing (select as many as are applicable):

- Cash
- Debt
- Lease
- Lease-to-own

List your preferred type(s) of ownership (select as many as are applicable):

- Direct
- Third-party

List your primary point(s) of concern (select as many as are applicable):

- Payback time and value
- Cost to finance
- Operations and maintenance
- Roof damage and liability
- Other:

List the address of the proposed location: street address, city, state, zip code

List the distance (in feet) from the proposed photovoltaic (PV) array location to the electrical access point where solar would interconnect (for example, an electrical room or electrical service meter).

What is the voltage of the incoming power supply and the number of phases?

Are you interested in pairing solar PV with electric vehicle charging infrastructure?

- YES
- NO

Are you interested in pairing solar PV with energy efficiency appliance upgrades or installations?

- YES
- NO

Rooftop Information

Include an aerial view and the total square footage of the unobstructed/minimally obstructed surface area of the applicable property.

- What is the roof pitch angle/ratio? _____
- What material covers the rooftop? (Asphalt shingles, tar, pea gravel, Spanish/ceramic tiles, etc)_____
- When was the rooftop last replaced? _____
- Is a roofing replacement scheduled in the next 10 years? _____
- How many stories is the building? _____
- What is the condition of the roof? Are there any leaks? _____
- Are rooftop drawings available? If so, please attach. _____

Utility Data

Ideally: Provide 24 continuous months of electricity and natural gas utility bills.

At Minimum: Provide scans of 2 utility bills for summer (June/July/August) and winter (December/January/February) months.

Housing Units

How many units do you currently lease at this property?

Number: _____

How many units do you currently lease at this property to Section 8 Housing Choice Voucher holders?

Number: _____

How much do you currently charge for rent for:

Efficiency/Studio units _____ 3-bedroom units _____

1-bedroom units _____ 4-bedroom units _____

2-bedroom units _____

How much are residents TYPICALLY paying for utilities (per month) for:

Efficiency/Studio units _____ 3-bedroom units _____

1-bedroom units _____ 4-bedroom units _____

2-bedroom units _____

Contact Information for Property Owner

Name of primary contact:: _____

Phone number:: _____

Email address:: _____

Mailing address:: _____