Solar Program I Project Enrollment Application I Form 210A



To be completed by Trade Ally or Project Owner

Description and Purpose of this Form

Energy Trust makes project development assistance incentive funds available to help assist with early phase project development activities for qualifying new solar projects that will benefit Pacific Power and Portland General Electric (PGE) ratepayers in the State of Oregon.

This *Project Enrollment Application (Form 210A)* must be completed and submitted to the Solar program (Program) for processing before you begin project development activities. Project Owners pursuing multiple projects must submit a *Project Enrollment Application* form for each proposed project. To enroll your proposed project in the Program so that you can seek Energy Trust incentives, the *Project Enrollment Application* must be completed, signed, and submitted to the Program by an authorized representative of the Project Owner identified below.

Project Owner				
Legal Company Name (must	match W-9)			
Mailing Address		City	State	Zip
Owner Representative	Title	Phone	Em	ail
Primary Contact (i	f different from Projec	t Owner)		
Contact Name	Title	Phone	Email	
Company Name				
Mailing Address		City	State	Zip
Project Informatio	n			
Project name				
Site Address		City	State	Zip
Project Description				
Please provide us with a concentration pertinent. If you have any concentration and the second pertinent.	lescription of the proposed projection of the proposed projection of the proposed project any relevant studies of the proposed project and the project	ct, including information about r other helpful information, ple	the customer or prease attach them.	oject site that might be

Project Team Summary

Please provide us with a list of any additional project team members who are actively working and engaging to develop the proposed project and the role that each is playing. Project owner authorizes Energy Trust to discuss and otherwise release information about this project with its designated project team members below, and as may be updated by the Project Owner from time to time.

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Project Questionnaire					
Electric utility serving site addre	ss: Portland General	Electric □ Pacific Power	er		
Project type: ☐ New Cons	truction Existing	g Building	pansion to existing solar project		
Building owner: ☐ Private ☐ Pu	ublic/Government Nonprofit	Building ownership type: Graph Fig. 1. Graph Fig. 1. Graph Fig. 2. Graph Fig. 3. Graph Fig. 4. Gra	Rented/Leased Owner Occupied		
Does the Project Owner plan to apply for Energy Trust solar incentives? ☐ Yes ☐ No					
Is Project Owner applying for or ☐ Yes ☐ No	receiving any state/federal fundi	ng, grants, discounts, rebates, o	r incentives towards this project?		
Does this project serve low-income customers?: ☐ Yes ☐ No ☐ If yes, describe:					
Property Type(s) Choos	o all that apply				
Assembly/Community	Assisted Living	Auto Services	☐ Brewing/Winery		
☐ College/University	☐ Data Center	Grocery	Gym/Athletic Club		
☐ Hospital/Health	Other Health	☐ Infrastructure	☐ Institutional/Government		
☐ K-12 School	☐ Lodging/Hotel/Motel		☐ Multifamily Property		
☐ Multifamily- Mixed Use	Office	Office- Mixed Use	☐ Parking Structure/Garage		
Restaurant	Retail	Retail- Mixed Use	☐ Warehouse/Distribution		
Other					

Project Enrollment and Incentive Application Process

- 1. **ENROLLMENT:** Complete and submit this *Project Enrollment Application (Form 210A)* to Energy Trust at solar@energytrust.org. The Program will review the application for basic eligibility requirements and may contact you for additional information. Energy Trust will notify you of approval or denial of project enrollment via email.
- 2. **INCENTIVE APPLICATION(S):** If approved for enrollment you can request Energy Trust incentives by completing and submitting the *Incentive Application(s)* that correspond to qualifying activities. You must submit the most current version available at the time of submittal. Each Incentive Application may contain additional requirements and terms and conditions that apply to that particular Incentive Application.
- 3. **INCENTIVE RESERVATION:** Energy Trust will notify you of approval or denial of your specific request(s) via email. If a request is approved, the email will include the estimated incentive amount and inecentive reservation expiration date.
- **4. COMPLETION:** Complete the required activity before the incentive reservation expiration date and submit all required completion documentation to request the incentive payment.

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Terms and Conditions

1. Applying for Incentives. To apply for incentives for specific project development activities for an enrolled project, Project Owner must submit a completed and signed *Incentive Application* with all required accompanying documentation to Energy Trust for review. Any additional terms and conditions included in the *Incentive Application* are incorporated in this agreement by this reference. If a specific project development activity is approved for an incentive reservation, Energy Trust will notify Project Owner of the estimated incentive amount reserved and the incentive reservation expiration date in writing. Approval or denial of a specific activity for incentive reservation rests solely with Energy Trust. Final determination of eligibility for Energy Trust incentives rests solely with Energy Trust. Project Owner is advised to retain a copy of all materials submitted to Energy Trust.

- 2. Incentives. Funds for incentives are limited and available on a first-come first-served basis. Energy Trust's program requirements and incentives are subject to change without prior notice and may vary by utility service area, depending on the pace of demand in each utility territory and the available incentive budget. Incentive amounts paid may vary from amounts reserved depending on the project activity's final documented, eligible costs.
- 3. Incentive Reservations. Energy Trust's incentive reservation will automatically expire as of the incentive reservation expiration date indicated; any request for an extension beyond such date must be submitted to Energy Trust in writing and in advance for review and consideration. Energy Trust retains the right to withdraw an incentive reservation at any point during the reservation period if we determine that Project Owner is not progressing appropriately and in good faith to perform timely completion of project development activity work. Funds that have been reserved for a specific activity are not transferable to other projects or activities. If requested, Project Owner will provide Energy Trust with documentation to show that an activity is moving forward on a timely basis. Energy Trust may modify or cancel an incentive reservation or enrollment, if (i) the project is no longer consistent with the project description as submitted by Project Owner and reviewed by Energy Trust for eligibility and enrollment purposes hereunder, (ii) an activity is no longer consistent with a pre-approved Request for Funding, or (iii) progress towards project activity completion is unreasonably prolonged during the incentive reservation or enrollment period. Determination of eligibility for Energy Trust incentives or appropriate progress rests solely with Energy Trust.
- **4. Activity Completion; Documentation Required for Payment.** Project Owner is solely responsible for ensuring that its project development activity work complies with all federal, state, local and utility specifications and requirements. Energy Trust's payment of any reserved incentives under this agreement is conditioned upon the enrolled Project Owner providing Energy Trust with all documentation listed in the instructions for payment, which are included with the Energy Trust email approving an incentive reservation. Please allow 45 days from Energy Trust's receipt of all required information for incentive payment processing. Failure to provide all required information may result in delay or withholding of payment.
- **5. Repayment of Energy Trust Incentives.** To be eligible for Energy Trust incentive funding, a project must either be located in PGE or Pacific Power service territory or planning to sell power to one of those utilities. By submitting this project for enrollment, Project Owner is representing that the resulting project's generated energy will be delivered to either PGE or Pacific Power. If, after receiving an Energy Trust incentive under this agreement, Project Owner moves forward with its renewable energy project, but does not offset or deliver energy for the benefit of the Oregon customers of PGE or Pacific Power, Energy Trust may require Project Owner to repay all or a portion of the Energy Trust incentive funds provided. In addition, if the Project Owner sells the deliverables supported by the project development assistance incentives (e.g. study results and other information) to a third party within three years of receiving that assistance, Energy Trust may require repayment of all or a portion of the project development assistance funds.
- **6. Use of Information; Information Release.** In connection with Energy Trust's review of Project Owner's potential renewable energy project ONLY, Project Owner agrees that Energy Trust may reproduce, distribute, or otherwise use the project information collected or prepared as part of this application or any activity approved for an incentive reservation in a submitted *Incentive Application*. Project Owner understands and agrees that such a review by Energy Trust may include certain authorized consultants that have signed confidentiality agreements with Energy Trust. Project Owner agrees that Energy Trust may include some of all of the following information in reports or other documentation submitted to Energy Trust's Board of Directors, the Oregon Public Utility Commission (OPUC), the Oregon Legislature, Bonneville Power Administration, the Oregon Department of Energy, Oregon Housing and Community Services, or other state agencies as necessary to meet Energy Trust's responsibilities: Project Owner's name and city/county location (non-residential only), a general description of the project development assistance and proposed renewable energy project, the amount of any Energy Trust services or incentive payments provided to Project Owner, and any resulting energy savings or generation. Energy Trust will treat all other information gathered as confidential and report it only in the aggregate. Project Owner agrees and acknowledges that Energy Trust may use and distribute information gathered and provided in any reports, spreadsheets, or other documentation resulting from the project development activity work for which incentive funding is provided, so long as any such information is aggregated and/or anonymized.
- 7. Self Direction Status. The project development incentive funding provided under this agreement is subject to Energy Trust's self-direction policy. Self-direction status affects eligibility for Energy Trust services and incentives. Energy Trust's self-direct policy and a copy of our Frequently Asked Questions Regarding Self Direction are available for review on our website at www.energytrust.org. Contact us with any questions before submitting this form. By submitting this *Incentive Application*, Project Owner represents and

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warrants to Energy Trust that (i) it has read and understands Energy Trust's requirements for self-directors, (ii) the resulting project will not be submitted to receive self-direct credits; and (iii) the renewable portion of the project site's utility bill will not be self-directed during the 36 months following Project Owner's receipt of any incentive funds provided hereunder. If Project Owner self-directs the renewables public purpose charge during the 36-month time period following receipt of an Energy Trust incentive payment, Project Owner must notify Energy Trust immediately and agrees to repay Energy Trust up to 50% of the total amount of incentive funding provided consistent with Energy Trust's self-direction policy.

- 8. Disclaimer; Limitation of Liability; Indemnity; Tax Liability. Project Owner understands and agrees that, while Energy Trust may provide incentive funding for project development assistance, Energy Trust is not supervising the performance of the project development activities performed for the Project Owner nor is Energy Trust responsible in any way for proper completion of that work or proper performance of any equipment purchased. Energy Trust is simply providing incentive funding to assist the Project Owner in identifying and implementing project development activities in support of its potential renewable energy project. Energy Trust's liability to Project Owner is limited to recovery of amounts due for any incentive payments due and under no circumstances will Energy Trust be liable for any further amount whatsoever. In no event will Energy Trust be liable pursuant to this agreement to Project Owner or to any third party for any damages, whether characterized as general, special, direct, indirect, punitive, consequential or otherwise, and Project Owner hereby specifically indemnifies Energy Trust therefrom to the extent allowed by law. Energy Trust is not responsible for any tax liability which may be imposed on Project Owner as a result of payment of any funds hereunder. Energy Trust is not providing tax advice, and any communication by Energy Trust is not intended or written to be used, and cannot be used, for the purpose of avoiding penalties under the Internal Revenue Code.
- **9. Assignment; Termination; Survival.** This agreement is personal to the parties and cannot be assigned by either party without the written consent of the other, except that Energy Trust may assign it rights under this agreement to a third party when requested to do so by the OPUC under its OPUC grant agreement. Should consent be required under this agreement, such consent shall not be unreasonably withheld. The foregoing notwithstanding, this agreement will be binding on, and will inure to the benefit of, the parties and their respective successors and permitted assigns. Upon sixty (60) days written notice, Energy Trust may terminate this agreement or any incorporated *Incentive Application* under this agreement in the event that the OPUC grant agreement is terminated. This agreement may be terminated by either party immediately (i) on the appointment of a receiver, trustee, liquidator, or conservator for the other party or for the purpose of taking possession of all or substantially all of the other party's property, (ii) on the filing of a petition for insolvency, dissolution, liquidation, or reorganization, or order for relief in which the other party is named as debtor, with respect to the other party pursuant to any law for the protection of debtors. Unless stated otherwise in this document, regardless of whether or not this application is approved, these terms and conditions shall survive the completion of any incentive payments provided hereunder.
- **10.** Fax/Scanned Signatures. Original signed documents transmitted by facsimile, or scanned and attached to electronic mail, shall be the same as delivery of the original signed document. At the request of Energy Trust, Project Owner shall confirm documents with a facsimile or scanned signature by providing an original document.
- **11. No Obligation; No Third Party Beneficiaries.** Project Owner understands that Energy Trust's approval of any specific activity included in *Incentive Application* for project development assistance incentives for an enrolled project does not imply any commitment by Energy Trust to provide any additional funding to Project Owner for any additional project development work or any resulting renewable energy project or any other energy project. This agreement is made and entered into for the sole purpose and legal benefit of Energy Trust and Project Owner, and no other person shall be a direct or indirect legal beneficiary of, or have any direct or indirect cause of action or claim in connection with, this agreement.
- 12. Governing Law; Attorneys' Fees; Severability. This agreement shall be exclusively governed by and construed in accordance with the laws of the state of Oregon, without regard to any conflicts of laws rules thereof. The exclusive jurisdiction for resolution of such disputes will be Oregon. In the event that any party initiates proceedings to enforce this agreement or enjoin its breach, the prevailing party will be awarded its or their reasonable attorney fees and costs at arbitration, if any, trial and on any appeal as set by the trier of fact, including any bankruptcy proceedings. If any provision of this agreement or the application of any such provision to a party or circumstances shall be determined by any court of competent jurisdiction to be invalid, illegal or unenforceable to any extent, the remainder of this agreement shall remain in full force and effect, unless such construction would be unreasonable.
- **13. No Endorsement.** Energy Trust and/or its representatives do not endorse any particular manufacturer, contractor, equipment, or system design in promoting this incentive program. The fact that the names of particular manufacturers, contractors, equipment or systems may appear on this application or in related documents does not constitute an endorsement. Manufacturers, contractors, equipment, or systems not mentioned are not implied to be unsuitable or defective in any way.

Submittal

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By my signature below, I represent to Energy Trust that (i) the information contained herein is complete, truthful and accurate to the best of my knowledge, (ii) I am authorized to sign this agreement on behalf of the named Project Owner, and (iii) I have read, understand and agree to the terms and conditions of this agreement on behalf of Project Owner.							
Submitted By: (Must be an authorized representative of Project Owner)							
Signature		Date					
Name	Title	Company					

Please visit www.energytrust.org/solar or call 1.866.368.7878

FOR MORE INFORMATION