

Community Solar Development Assistance

Solar I Project Enrollment Application I Form 210CS



Energy Trust makes project development assistance incentive funds available to assist with early phase project development activities for solar projects that are pre-certified or intend to apply for pre-certification as community solar projects under the Oregon Community Solar Program.

Project Eligibility Criteria

To qualify, projects must meet the following eligibility requirements:

- The project must deliver power to Portland General Electric or Pacific Power;
- The project must be a Pre-certified Oregon Community Solar project or intend to apply for pre-certification within the next 12 months;
- The project must meet, or intend to meet, the Project Requirements outlined in the Oregon Community Solar Program Manual; and
- If the applicant is a public or nonprofit entity, the Project must be between 25 kW_{AC} and 3 MW_{AC} in aggregate size; or
- If the applicant a private, for-profit entity, the Project must be between 25 kW_{AC} and 360 kW_{AC} in aggregate size.

In addition, the project must have specific goals to significantly serve, or provide more benefits to, customers who have not had access to solar generation and incentive opportunities. These might include, for example:

- more than 10% of the project will be enrolled by low-income customers (<80% State Median Income);
- delivering more than 20% bill savings to low-income participants;
- allocating a portion of the project or setting specific enrollment targets for:
 - moderate income customers (gross income ≤100% State Median Income);
 - people or communities of color;
 - tribes;
 - renters;
 - rural customers; or
 - small or non-profit businesses.

Projects that apply for incentives under this Community Solar Development Assistance are not eligible for any other solar or renewable energy development assistance funding.

Eligible Applicants

The applicant must be the primary proponent for the project at the time of application. This project proponent ("Project Proponent") is the lead advocate or champion for the project. The project proponent represents the interests of the community and intended participants in the project. They are the primary decision-maker about key project characteristics, such as siting, scope and who the intended project participants and beneficiaries will be.

The Project Proponent is responsible for the completion of project development work, which it may perform itself or contract to a third-party. The Project Proponent is the entity that applies for and enters into an agreement with Energy Trust to receive Community Solar Development Assistance Incentives for the project.

The Project Proponent may partner, collaborate and subcontract with other entities to develop, manage, operate and maintain the project.

For additional information about the types of project development activities that may qualify for Energy Trust assistance, review the **Form 230RF: Request for Funding**. To determine whether your project is eligible, complete and submit this **Form 210CS: Project Enrollment Application**. This **Form 210CS** must be approved by Energy Trust for enrollment

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before Energy Trust will review any applications for development assistance incentive funds. See the **Additional Terms and Conditions** below for more information.

Project Enrollment and Project Development Assistance Incentive Application Process	
Step 1:	Complete this Form 210CS: Project Enrollment Application and a complete, accurate, and verifiable W-9 and submit them to Energy Trust at solar@energytrust.org . You may also submit a Form 230RF: Request for Funding at the same time but it will not be reviewed until Energy Trust approves your enrollment.
Step 2:	Energy Trust will review your Form 210CS enrollment application. Energy Trust may contact you to discuss your project or ask for more information. Energy Trust will notify you of approval or denial of your project enrollment via email.
Step 3:	If Energy Trust approves your enrollment, then this Form 210CS will constitute an enrollment agreement between Energy Trust and the Project Proponent, and the Project Proponent can then submit one or more Form 230RF: Request for Funding applications to request funding for specific project development activities. Energy Trust will notify the Project Proponent of approval or denial of your specific 230RF request(s) via email.
Step 4:	Complete your project development activity and submit the required completion documentation to request your incentive payment from Energy Trust.

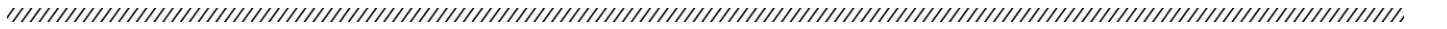
Project Proponent and Contact Information			
<i>(Project Proponent information will be used for incentive payment purposes and must match Project Proponent's submitted W-9.)</i>			
Project Proponent Legal Business Name <i>(must match W-9)</i>			
Project Proponent Business Entity Type	<input type="checkbox"/> Non-profit/public <input type="checkbox"/> Private/for-profit	Telephone	<input type="checkbox"/> office <input type="checkbox"/> cellular
Primary Contact Name	Primary Contact Email		
Primary Contact Title	<i>This email will be used of approval or denial for activities identified in connection with subsequent 230RF: Request for Funding applications.</i>		
Mailing Address	City	State	Zip

Project Information			
Project Name			
Site Address or Coordinates	City	State	Zip
<i>For multiple sites, write "multiple" and attach a list.</i>			
Has a Project Manager been selected for this project? <input type="checkbox"/> No <input type="checkbox"/> Yes. Project Manager:	Estimated total project size	kW _{AC} kW _{DC}	Utility <input type="checkbox"/> PGE <input type="checkbox"/> Pacific Power

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Project Description

Please provide a description of the project, including information about the choice of location, whether you plan to sell subscriptions or ownership shares in the project, the types of participants you plan to recruit and the reasons or motivations for developing this project.

Project Status and Progress

Please describe the status of the project and explain any progress and development activities underway or completed to-date. If you have completed any relevant studies or have other helpful information, please feel free to attach them.

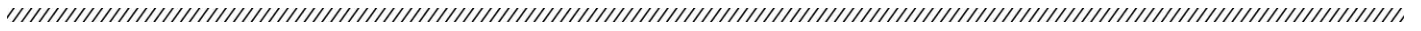
Project Goals

Please describe any specific goals and targets (e.g. X% or X kW of the project, X number of participants, X% savings) you have for serving and/or deeply benefiting underserved customer groups, such as low- and moderate-income customers, tribes, communities of color, renters, rural customers, small businesses and non-profits. Explain how your project will serve these groups and what action you will take to try to achieve these goals.

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Project Proponent Description

Please describe your organization and your role as the main proponent for this project, and the role(s) you plan to play with the project long-term (e.g. ownership, host the system, Project Manager, subscriber or anchor tenant, developer, community outreach, subscriber management, etc.). Include a list of the individuals that are actively working to develop this project. For each, include their role and their qualifications. Limit this summary to one paragraph per individual. Energy Trust will request additional information, such as resumes or bio, if needed.

Project Team Summary

Please provide us with a list of other project team members who are actively working and engaging to develop this project. For each, include their role on the project and their qualifications. Limit this summary to one paragraph per person or organization. Energy Trust will request additional information, such as resumes or bio, if needed.

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Additional Terms and Conditions

By applying to enroll, you agree that this **Form 210CS: Project Enrollment Application** is being submitted to Energy Trust as the Project Proponent's application and will constitute an enrollment agreement **IF AND ONLY IF** Energy Trust approves enrollment via a written email. Final determination of eligibility rests solely with Energy Trust. If Energy Trust approves the project for enrollment, then the Project Proponent hereby agrees to the following:

- 1. Applying for Incentives.** To apply for incentives for specific project development activities for an enrolled project, Project Proponent must submit a completed and signed **Form 230RF: Request for Funding** application with all required accompanying documentation to Energy Trust for review. Any additional terms and conditions included in the **Form 230RF: Request for Funding** will apply at the time of submission of that form. If a specific project development activity is approved for an incentive reservation, Energy Trust will notify Project Proponent 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 Proponent may wish 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. Energy Trust will not pay more than 80% of the eligible costs of a project development assistance activity approved for an incentive reservation via **Form 230RF: Request for Funding**. In addition, the maximum total amount of project development assistance incentives that Energy Trust will provide under this agreement for all approved project development activities combined will not exceed \$20,000.
- 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. Energy Trust retains the right to withdraw an incentive reservation at any point during the reservation period if it determines that Project Proponent 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 Proponent 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 Proponent and reviewed by Energy Trust for eligibility and enrollment purposes hereunder, (ii) an activity is no longer consistent with a pre-approved **Form 230RF: 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 Proponent 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 Proponent 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 be located in PGE or Pacific Power service territory in Oregon. If, after receiving an Energy Trust incentive under this agreement, Project Proponent moves forward with its community solar project, but does not site the project in PGE or Pacific Power service territory then Energy Trust may require Project Proponent to repay all or a portion of the Energy Trust incentive funds provided. Project Proponent shall repay incentive funds immediately upon such a request from Energy Trust.
- 6. Use of Information; Information Release.** Project Proponent agrees that, solely for the purpose of review of Project Proponent's potential community solar project, Energy Trust may reproduce, distribute, or otherwise share project information collected or prepared as part of this application or any activity approved for an incentive reservation in a submitted **Form 230RF** with certain authorized consultants that have signed confidentiality agreements with Energy Trust. In addition, Project Proponent agrees that Energy Trust may include some or 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 Proponent's name and city/county location (non-residential only), a general description of the project development assistance and proposed community solar project, the amount of any Energy Trust services or incentive payments provided to Project Proponent, and any resulting energy generation. Energy Trust will treat all other information gathered as confidential and report it only in the aggregate.
- 7. Disclaimer; Limitation of Liability; Indemnity; Tax Liability.** Project Proponent 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 or by the Project Proponent nor is Energy Trust responsible in any way for proper completion of that work. Energy Trust is simply providing incentive funding to assist the Project Proponent in identifying and implementing project development activities in support of its potential community solar project. Energy Trust's liability to Project Proponent 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 to Project Proponent or to any third party for any damages, whether characterized as general, special, direct, indirect, punitive, consequential or otherwise, and Project Proponent 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 Proponent 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.

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8. **Assignment.** 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 its 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.
9. **Termination.** Upon sixty (60) days written notice, Energy Trust may terminate this agreement or any incorporated **Form 230RF** 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.
10. **Survival.** 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.
11. **No Obligation.** Project Proponent understands that Energy Trust's approval of any specific activity included in **Form 230RF** for project development assistance incentives for an enrolled project does not imply any commitment by Energy Trust to provide any additional funding to Project Proponent for any additional project development work or any resulting energy project.
12. **No Third Party Beneficiaries.** This agreement is made and entered into for the sole purpose and legal benefit of Energy Trust and Project Proponent, 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.
13. **Governing Law.** 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.
14. **Attorneys' Fees.** 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.
15. **Severability.** 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.
16. **No Endorsement.** Energy Trust and/or its representatives do not endorse any particular manufacturer, contractor, equipment, or system design. 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.

Signature <i>(required)</i>		
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 Proponent, and (iii) I have read, understand and agree to the terms and conditions of this agreement on behalf of Project Proponent.		
Printed Name	Company	Date
Title	Signature	

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