



# **Program Guide for Solar Trade Allies**

**Developed by Energy Trust of Oregon**

## **Part 2: Solar Trade Ally Performance and Expectations**

## 2.1 ***Trade Ally Enrollment and Onboarding***

To enroll as a Solar trade ally, contractors must complete the online enrollment forms (1171A and 271A). These forms can be found on the Energy Trust [website](#). New trade allies must follow the “Begin” link under “New Ally Enrollment,” and should select “Solar Electric” under “Renewables”. The subsequent pages provide clear instructions for filling out the necessary enrollment forms.

Existing trade allies who wish to apply for the Solar program should contact Energy Trust to obtain their account number, enter it in the space provided, and follow the instructions for the second option on the page.

The initial application process may take 10-20 minutes to complete. Energy Trust has specific insurance requirements for all Solar trade allies and will require proof of insurance prior to processing an application. In addition, Energy Trust requires submittal of business and contractor’s licenses. Once an application has been processed, Energy Trust will conduct a program interview with the applicant. Prior to this interview, Energy Trust will request a sample contract from the applicant. Upon successful completion of the interview, and submission and approval of all required paperwork, approval as a probationary Energy Trust Solar trade ally is granted. On average, the entire enrollment period can take two to four weeks, or longer if additional information is needed. It is important to note that a trade ally applicant cannot offer Energy Trust solar incentives until enrollment is complete.

## 2.2 ***Introductory Probationary Period***

New trade allies are required to complete a probationary period as part of the onboarding process. Trade allies may not have more than **ten active projects** with Energy Trust during this period. [Energy Trust’s Solar + Storage Design and Installation Requirements](#) go above and beyond health and safety code to focus on system performance and longevity. The probationary period ensures that new trade allies are familiar with Program requirements prior to designing and installing a large volume of projects and helps mitigate the need for potentially costly fixes.

**Active projects** include projects marked with any of the following statuses in PowerClerk®: *Submitted, Resubmitted, Received, Design Rejected, Design Reviewed, Funds Reserved, Revised, Verification Requested, and Corrections Required*. Once a project reaches Installation Verified status, it is removed from the active queue.

When a trade ally has the maximum number of projects pending, Energy Trust will not accept a new project application from the trade ally until after a pending project has been completed and approved. Multiple projects at different sites for the same customer are counted as separate projects. Once a new trade ally has completed ten projects with Energy Trust (through final verification), Energy Trust will review and determine whether the probationary period will end.

## 2.3 ***Providing Information to the Customer***

Solar trade allies must give customers time to read and understand the terms and conditions of all incentive application forms before obtaining a signature.

Solar trade allies must also explain, at a minimum, the topics listed below when

providing an application to a customer for review. If a potential Program participant has questions about the incentive application or process, they should be directed to contact the Program before they sign the application.

#### *Solar resource information*

Explain TSRF (“Total Solar Resource Fraction”) and the project’s solar resource compared to optimal. See **Section 1.3.1** for more information.

#### *Performance estimate*

Educate Program participants about the amount of energy the system should generate annually and the first-year monetary value of that energy so they have realistic expectations for performance and potential cost savings.

#### *Incentive process*

Explain Energy Trust’s incentive rate, the incentive application and reservation process, and that the system must be operational and receive final approval during the incentive reservation period. Explain who will be the recipient of the incentive payment (customer, trade ally or third-party system owner, depending on the type of project – see **Part 4**).

Ensure that the customer understands that incentive rates for a project are subject to change at any time prior to reservation, and that incentive reservations for qualifying projects are subject to funding availability, expiration periods, and processing procedures. The final incentive may vary from the estimate included in the initial application depending on Energy Trust’s verification of the actual system installed.

#### *Required documentation on customer invoices*

Solar trade allies are required to provide the benefit of Energy Trust’s incentive to the customer. The incentive shall be included as a line item on the customer’s invoice and must be deducted from the total project cost the customer pays. The Solar trade ally may be suspended or terminated from the Program if customers do not receive the benefit of the incentive.

## **2.4 Trade Ally Listing on Energy Trust Website**

Energy Trust maintains a searchable database of all current trade allies for its various programs on its website. For Solar trade allies, this list is broken into two categories:

- (1) “Services and Zip Code search”, which lists only trade allies that have successfully completed their probationary period and installed at least one project through the Program during the preceding year.
- (2) “Find Company” search, which allows customers to search by company name and view all approved trade allies, including those in probationary status.

To be added to the “Services and Zip Code search”, a trade ally must successfully complete the probationary period with the Program and then proactively contact Program staff to request that their listing be updated.

Trade allies that do not wish to be listed on Energy Trust’s website should notify Energy Trust.

## Services

Trade ally website listings may include one or more services. These reflect the sector (commercial or residential) and technology of projects a Program trade ally completed in the past year.

The Program currently includes the following services for Solar program trade allies:

- *Residential solar*
- *Small commercial solar (up to 50 kW)*
- *Large commercial solar (over 50 kW)*

To add services to a website listing, a trade ally must successfully complete an Energy Trust project of that service type and notify Program staff to update the list.

To maintain service listings, a trade ally must install at least one project of a given service type each year. Services that are not demonstrated annually will be removed from the trade ally's online listing.

## Professional certifications

Although Energy Trust does not currently require any other professional certifications, Solar trade allies are encouraged to obtain third-party certification, such as NABCEP ([www.nabcep.org](http://www.nabcep.org)). Energy Trust may include such certifications on trade ally website listings.

## 2.5 Active Project Limitations

Even after the probationary period described above, trade allies should only apply for an Energy Trust Solar incentive when they are confident that a project will move forward in a timely manner. Because program funding is limited, speculative reservations may trigger unwarranted incentive reductions. To reduce this risk and support opportunities for all trade allies, Energy Trust places limitations on the number of active applications that a trade ally has in the queue.

Active project limits are implemented by utility and project type. The residential limit includes Solar Within Reach projects. The non-residential limit includes all commercial, nonprofit, and public installation incentive projects.

Utility	Residential Active Project Limit	Non-residential Active Project Limit
Portland General Electric	150	30
Pacific Power	75	15

Active applications include projects marked with any of the following statuses in PowerClerk®: *Submitted, Resubmitted, Pending Paperwork, Received, Design Rejected, Design Reviewed, Funds Reserved, Revised, and Corrections Required.*

Once a project reaches *Project Installed* status, it is removed from the active queue, unless required corrections are identified during the verification process.

When a trade ally has the maximum number of active projects in its queue, Energy Trust may deny a new project application until an active project has been completed and approved. Multiple projects at different sites for the same customer are counted as separate projects.

## **2.6 *Maintaining Trade Ally Status***

Program trade allies must meet annual participation requirements and maintain required licenses to maintain their trade ally status.

In addition, Energy Trust maintains probation, suspension, and termination policies designed to protect Energy Trust, its trade allies, and its customers from losses due to poor work quality, diminished energy savings, health and safety issues, and building durability risks. These policies protect against investing limited resources in unproductive projects or companies.

Energy Trust monitors the activities of trade allies on a regular basis to ensure they continually provide value to customers and Energy Trust.

Energy Trust, in its sole discretion, may place a trade ally on disciplinary probation, suspend a contractor from the Trade Ally Network, or terminate a contractor from the Trade Ally Network at any time. Affected contractors may be given support and opportunities for improvement, and Energy Trust may return the contractor to active status as outlined below. At its discretion, Energy Trust may require a contractor to pursue quality control process consultation at the trade ally's expense, prior to reinstatement.

### **2.6.1 Annual Program Participation Requirements**

To maintain eligibility as an actively enrolled Solar trade ally, in addition to meeting all terms and conditions of the trade ally agreement with Energy Trust, trade allies must successfully apply for and obtain an Energy Trust incentive (as the trade ally contractor) for at least one solar system each calendar year.

## **2.7 *Equitable Solar Initiative Trade Ally Eligibility and Expectations***

Except where otherwise noted, all Solar trade allies are eligible to offer increased incentives as part of the Equitable Solar Initiative. Trade allies accessing incentives offered through the Equitable Solar Initiative are expected to model the highest standards as ambassadors of Energy Trust. The increased incentive funding supporting the Equitable Solar Initiative has been intentionally allocated from Energy Trust's budget in support of our organizational diversity, equity and inclusion goals, and is specifically targeted at expanding access and the benefits of solar energy to communities that have not previously had access to it. It is important for participating trade allies to understand and model these goals.

The trade ally must remain in good standing. Energy Trust may suspend eligibility to access increased incentives, or other offers, at any time for failure to abide by program requirements, or for any other reason in its sole discretion by providing written notice to the trade ally.

In addition to standard customer service expectations, Energy Trust requires all participating Solar trade allies offering increased incentives as part of the Equitable Solar Initiative to comply with the following additional customer service standards:

- Trade allies must respond to Energy Trust or customer requests in a timely manner and resolve application revisions and installation corrections within required timelines.
- Trade allies must focus solar recommendations on what is most cost-effective for the customer.
- Trade allies must show courtesy, honesty, integrity, objectivity, and fairness when interacting with customers and Energy Trust staff.
- Trade allies must not apply undue sales pressure or high-pressure sales techniques.
- Trade allies must train individuals conducting door-to-door sales on local, state, and federal laws governing solicitation, and obtain a local permit for solicitations, if required by the city or county.

## **2.8 Solar Within Reach Trade Ally Participation Requirements**

In addition to adhering to the requirements described in **Section 2.6**, this section outlines additional trade ally eligibility requirements for Solar Within Reach participation. Only Solar trade allies that have applied and been approved by Energy Trust specifically for Solar Within Reach participation are eligible to offer Solar Within Reach incentives to qualifying customers. Current Solar Within Reach trade ally participation requirements include:

- Obtaining written approval from the Solar program. The program will review trade ally work quality verification history, customer feedback and complaint history prior to approval. Special consideration will be given to customer protection.
- Completing Solar Within Reach training. Additionally, trade allies must sign and return the Solar Within Reach Contractor Participation Agreement and adhere to all stated customer service standards (*Form 200SWR*) for review and receive written Energy Trust approval for participation.
- Confirming income eligibility for participating Solar Within Reach customers (see **Section 3.2.1**).
- Providing a seven-year, full system workmanship warranty for eligible Solar Within Reach projects.

## **2.8 Disciplinary Probation**

If Energy Trust determines, in its sole discretion, that a Solar trade ally is experiencing performance issues, then Energy Trust may place the trade ally on disciplinary probation. Energy Trust will notify trade allies in writing of the change in status. The notification will include an explanation for the status change and the steps the trade ally must take to correct problems that led to disciplinary probation. Failure to remediate performance issues may result in termination from Energy Trust's Trade Ally Network.

Energy Trust will place a trade ally on disciplinary probation if, among other things, work quality or customer service issues arise through multiple corrective actions or customer complaints. When a Solar trade ally is placed on disciplinary probation, the Program may issue a cease-and-desist letter until corrective actions are implemented. The Program may request that a responsible managing individual draft and sign a performance improvement plan and memorandum of understanding before accepting additional Energy Trust incentive applications. Energy Trust reserves the right to communicate health, safety, and customer service issues to system owners. Energy Trust reserves the right to withhold incentive payments until all work meets the appropriate specifications and/or customer concerns are alleviated.

Trade allies will be given seven days from the date of the disciplinary probation letter to respond, unless otherwise specified in the letter. Failure to respond may result in termination from Energy Trust's Trade Ally Network.

Actions resulting in disciplinary probation may include but are not limited to:

- Failure to remediate corrective actions identified during Energy Trust site verifications within 30 days of written notice,
- Failure to follow program requirements,
- Abusive or vulgar behavior, physically or verbally, toward customers or Energy Trust staff,
- Failure to attend required Energy Trust trainings,
- Failure to resolve any reasonable participant complaint regarding work on projects qualifying for Energy Trust incentives,
- Failure to provide accurate information to the customer for solar resource and performance estimates as described in **Section 2.2**,
- Repeatedly giving participants inaccurate information on current Energy Trust requirements, including but not limited to, incentive levels and/or incentive eligibility,
- Misrepresenting the Solar trade ally company's relationship with Energy Trust such as:
  - Stating they are paid or employed by Energy Trust, if they are not,
  - Stating they offer services on behalf of Energy Trust that they are not under agreement to deliver,
  - Making inaccurate statements about Energy Trust's funding sources, incentive amounts, application deadlines, or requirements,
- Misrepresenting Energy Trust's installation specifications as substandard or requirements as too burdensome when speaking with customers,
- Unethical business or sales practices, including coercion and/or overly aggressive sales tactics

### **2.8.1 Effects of Disciplinary Probation**

During disciplinary probation, a Solar trade ally will not appear in Energy Trust's "Find A Contractor" list. The trade ally will be subject to a higher level of scrutiny and subject to restrictions, which may include, without limitation:

- Removal from Energy Trust's solar bid referral tool (lead generation),
- Prohibition from submitting new incentive applications and return of new incentive applications to solar trade ally and customers,
- Customer notification of solar trade ally's probationary status,
- Suspension from access to business development funds and other Energy Trust resources,
- Revocation of use of Energy Trust trade ally logo,
- Development of, and adherence to, a written performance improvement plan and/or memorandum of understanding detailing requirements to maintain solar trade ally status, in which case:
  - Solar trade ally will be responsible for drafting the performance improvement plan according to the direction of and in cooperation with Energy Trust,
  - Performance improvement plan will detail specific deliverables and timelines,
- Attending additional training required, selected, or provided by Energy Trust (Solar trade ally may be required to pay for additional trainings),
- Reporting of probationary status to other organizations and utilities such as Enhabit, PGE, Pacific Power, OPUC, or the Oregon Construction Contractor's Board.

If a contractor that Energy Trust places on disciplinary probation fails to remediate its performance issues, Energy Trust may terminate the contractor from its Trade Ally Network.

### **2.8.2 Duration of Disciplinary Probationary Period**

The duration of disciplinary probationary periods will vary depending on the nature of the issues that result in probationary status. Solar trade ally project volume and time involved in the Program will be taken into consideration. The written notification of disciplinary probation status and/or the performance improvement plan will define the length of the probationary period for the solar trade ally to return to full active status. Examples of potential probationary periods are:

- 60 days from accumulating more than two unresolved customer complaints during a 12-month period,
- 60 days in cases of demonstrated misrepresentations of solar trade ally status, incentives or requirements, or



- 90 days and adherence to a written improvement plan in cases of demonstrated work quality issues.

### **2.8.3 Reinstatement of Active Solar Trade Ally Status**

Energy Trust may remove disciplinary probationary status and reinstate a contractor to active trade ally status at any time, in its sole discretion. Energy Trust will review disciplinary probationary Solar trade allies for return to active status provided they satisfy requirements and/or timelines outlined in their disciplinary probation notification letter and/or performance improvement plan. Energy Trust will notify disciplinary probation Solar trade allies of the decision in writing.

## **2.9 Suspension**

Certain actions may result in suspension from participation as a trade ally in the Program. Energy Trust will notify a contractor in writing if it has been placed in Program suspension. The contractor will have 30 days from the notice date to resolve the situation to Energy Trust's satisfaction. Actions resulting in suspension may include, but are not limited to:

- Failure to correct violations identified during the verification process within a 60-day timeframe or more than ten projects with required corrections at one time,
- Failure to follow a required Program process,
- Chronic installation corrections or repeated violations of installation or Program requirements,
- Failure to attend any required Energy Trust trainings,
- Allowing insurance, licenses or other required certifications to lapse,
- Failure to resolve any reasonable Program participant complaint regarding the contractor's work as a trade ally under the Program, or
- Failure to accurately inform Program participants of current Program requirements, including but not limited to, incentive levels.

### *Effect of suspension*

During Program suspension, a trade ally may not submit any new incentive applications to Energy Trust, nor will Energy Trust issue any new incentive reservations for the trade ally's projects. In addition, the suspended trade ally (i) will be removed from the searchable trade ally database on the website, (ii) is no longer authorized to use Energy Trust's logo on any materials or to represent itself as a trade ally of Energy Trust's Solar Program, and (iii) is not allowed to apply for any cooperative marketing activities. Energy Trust may also impose other restrictions on the trade ally's participation in the Program. If the violations pertain to a specific project, the system owner will be notified at the time of the Program trade ally's suspension.

Trade allies must resolve violations resulting in suspension within 30 days. Failure to do so may result in termination of Program trade ally status.

## **2.10 Termination**

In addition to any other termination provisions set forth in this Program Guide and in the trade ally agreement with Energy Trust, certain actions may result in Energy Trust immediately terminating a contractor as a Program trade ally. In the event of termination, the contractor will be notified by Energy Trust in writing. Actions resulting in immediate termination of trade ally status may include, but are not limited to:

- Failure to resolve any action resulting in suspension within 30 days,
- Repeated Program violations,
- Passing or attempting to pass any verification fee imposed on the trade ally by Energy Trust on to a customer,
- Violation of license laws,
- Misrepresentation of system components or installation characteristics at more than one site, or
- Failure to pass the full value of the Energy Trust incentive on to the customer in cases where the incentive payment is issued to the trade ally.

### *Effect of termination*

Effective upon notice of termination, Energy Trust will not accept any new incentive applications, will not process any submitted incentive applications that have not yet received incentive reservations, and will remove the terminated contractor from the Program's trade ally database on Energy Trust's website.

Energy Trust will provide funding for any incentive applications that received incentive reservations prior to the notification of termination, provided they comply with Program requirements.

Energy Trust may, in its sole discretion, allow a terminated contractor to re-apply for participation in the Program at a later date. Energy Trust may require additional documentation and proof from that contractor that it has taken appropriate measures to prevent further Program violations.