

# Portland Solar Access Program

Solar | Participation Agreement Addendum | Form 205PSA



## To be completed by Solar Electric Trade Ally Contractors

Energy Trust of Oregon, Inc. (Energy Trust) was awarded a grant from Portland Clean Energy Fund (PCEF) to offer low-to-no cost solar and solar + storage installations for families experiencing low incomes in coordination with community-based organizations (CBOs) and selected trade allies.

This Energy Trust Portland Solar Access Program Trade Ally Participation Agreement Addendum (this Addendum) sets the terms and conditions upon which Energy Trust provides you with access to Portland Solar Access Program (PSAP) projects as an eligible Energy Trust PSAP trade ally.

## Terms and Conditions

In addition to the terms and conditions for participation set forth in this Addendum, all terms and conditions set forth in **Form 117A: Trade Ally Enrollment Application, Form 271E: Solar Electric Trade Ally Addendum, and Form 220SWR: Solar Within Reach Contractor Participation Addendum**, including but not limited to all definitions and operating procedures, are part of this Addendum and hereby incorporated by reference.

- Participation:** Participating Contractor will stay up to date with and comply with all PSAP requirements, and will complete all required training sessions, including those related to diversity, equity, and inclusion. PSAP CBO partners are an essential component of this program and will assist the customer throughout the pre-installation, installation, and post-installation process. Participating Contractor will collaborate and communicate with customers and the associated CBO on system design, installation schedule, and system education, and with an Energy Trust account manager regarding incentive design, critical repair approvals, funding reservations, and site verification. Participating Contractors must comply with the PSAP Trade Ally Guide, which is subject to change.
- Documentation Requirements:** Participating Contractor will share relevant documentation, in addition to the standard application package, with Energy Trust staff, such as solar proposals, equipment invoices, change orders, enabling repair invoices, enabling repair photos, and a PSAP incentive calculator for all PSAP projects. In addition, Participating Contractor will share customer contracts or post critical repair photos with Energy Trust upon request. All PSAP projects must go through design review and verification.
- Reporting Requirements:** Participating Contractor shall comply with PSAP’s quarterly reporting requirements by submitting information regarding their business and all personnel working on each PSAP project, including, at a minimum, staff identification, trade or job title, ownership status, journey-level status, voluntary demographic information, actual hours worked, actual direct hourly wages paid. Participating Contractor is responsible for ensuring that all subcontractors meet these reporting requirements. As part of the onboarding process, Energy Trust will work with Participating Contractor to determine reporting needs, frequency options, and any additional details for ease of reporting.
- Wage Requirements:** All Participating Contractor’s personnel and subcontractors working on site must be paid 180% of the State Minimum wage as required by the City of Portland. If state or local prevailing wage requirements apply, then the employee or subcontractor must be paid the greater of the two rates.
- Equipment Requirements: All PSAP projects must meet Energy Trust’s installation requirements.** Participating contractors shall purchase renewable energy products manufactured in the United States unless the products are not made in the U.S. in sufficient and reasonably available quantities and of a satisfactory quality or if the use of domestically produced manufactured goods would increase the overall project construction cost by more than 25%. To receive an exception to this requirement, Participating Contractor must submit a written request detailing their circumstances and provide any relevant support documentation.
- Service Standard:** Participating Contractor will exercise a high level of customer service when interacting with PSAP customers, their associated PSAP CBO, and Energy Trust staff, and must conduct themselves with courtesy, honesty, integrity, objectivity, and fairness. Participating Contractor will respond to all leads and customer inquiries within two (2) business days. In addition, Participating Contractor will support client education by providing each customer with a thorough walkthrough of their solar system and customer manual and will monitor the installed system for failure for 24 months.
- Pricing Requirements:** Participating Contractor shall show their pricing broken down by solar, storage, and enabling repairs as separate line items in customer contracts, Energy Trust forms, and PowerClerk submissions. Participating Contractor shall

# Portland Solar Access Program

Solar | Participation Agreement Addendum | Form 205PSA



## To be completed by Solar Electric Trade Ally Contractors

adhere to the estimated pricing model they provided to Energy Trust in their PSAP Request for Qualifications submission and communicate with Energy Trust in writing regarding any major changes due to equipment availability or market conditions.


- 8. **Warranty & Service Requirements:** Participating Contractor shall provide a seven-year warranty on all services and products involving PSAP incentives. This warranty will include all workmanship from Participating Contractor as well as diagnostic and labor to replace failed equipment if not covered by the manufacturer. Participating Contractor shall provide a 24-month service agreement that provides active system monitoring or a scheduled yearly service call.
- 9. **Suspension and Termination:** Participating Contractor must remain a Solar trade ally in good standing by following the [Program Guide for Solar Trade Allies Part 2](#) and adhere to PSAP terms and conditions within this Addendum and the program's Trade Ally Guide to remain eligible for PSAP participation. PSAP terms and conditions are subject to change. Energy Trust will notify Participating Contractor of any changes in writing within (10) business days prior to any changes taking effect. Participating Contractor acknowledges and agrees that Energy Trust may suspend and/or end Participating Contractor's eligibility to participate in PSAP at any time for failure to abide by program requirements, for violation of any of these terms and conditions for Participation, or for any other reason in its sole discretion by providing written notice to Participating Contractor. Participating Contractor may terminate its participation in PSAP at any time by providing Energy Trust with ten (10) business days of notice in writing.
- 10. **Payments:** Energy Trust will provide Participating Contractor with a milestone payment for residential PSAP projects. 50% of total project cost including enabling repairs will be paid at the time of "Funds Reserved" in PowerClerk and a final payment will be paid after the project is installed. Energy Trust reserves the right to place a limit on how many milestone payments the Participating Contractor may have at a time for active projects. All payments, including enabling repairs, must be paid to the Participating Contractor. Milestone payment participation requires the Participating Contractor to enroll in Energy Trust's Electronic Fund Transfer (EFT) payment option. If any revisions made to the system impact the total system cost, Participating Contractor must provide updated documentation and receive written approval from Energy Trust before the final payment is made.

Milestone payments will not be available for affordable multifamily projects at the time of PSAP launch but may become available at a later date. Energy Trust will work with Participating Contractors if and when this becomes available. If, after receiving Energy Trust incentives under this Addendum, Participating Contractor moves forward with a project that does not meet PSAP requirements and a milestone payment cannot be transferred to another project, Energy Trust may require the Participating Contractor to repay a portion of or all of the Energy Trust and/or the Portland Clean Energy funds provided.

If Participating Contractor completes an early milestone deliverable and is paid a milestone payment, but the project is subsequently cancelled, some or all of the milestone payment shall be transferred to a different project.

## Authorized Program Applicant Signature

By signing below, I represent to Energy Trust that (i) I am duly authorized to submit this Portland Solar Access Program Agreement Addendum on behalf of the Applicant named below; (ii) the information provided herein is true, accurate, and complete, (iii) I have read, understand, and accept the terms and conditions of Energy Trust's Portland Solar Access Program, contained within this Addendum.

Company Name	CCB License Number
Applicant name (printed name)	
Signature 	Date