**Template: Contract and Disclosure
Checklist for Low-Income Participants**

Registered Project Managers and subcontractors, partners or affiliates working as agents of Project Managers are authorized to use this Disclosure Checklist template.

**INSTRUCTIONS:**

Project Managers must use this participation contract template with all low-income residential participants. A different contract template is available for use with residential participants.

Registered Project Managers and subcontractors, partners or affiliates working as agents of Project Managers are authorized to use this contract template.

The basic formatting of this contract template must remain as-is and at least a 10-point font must be maintained. The Project Manager may add its logo, if desired.

* Text in plain font in this template is unalterable.
* Text in **[ALL CAPS AND BOLD IN SQUARE BRACKETS]** indicates blanks to be filled in when finalizing the contract.
* Text in **{bold in curly brackets}** accompanied by **OR** indicates a selection must be made from a set of options. After a selection has been made, the text in **{bold in curly brackets}** that does not apply may be deleted.
* Text in ***bold italics*** indicates a mandatory provision the contract must meet or exceed. Guidelines are provided on what must be included.
* Text in *italics* is purely instructional and may be deleted.

When preparing this form for a Participant, these instructions should be deleted. This Contract and Disclosure Checklist must be completed and provided to the customer in a language they can understand. Spanish and Russian language versions of this template are available in the Resources section of the Program website at [oregoncsp.org.](http://www.oregoncsp.org/)

**Oregon Community Solar Program
Subscription Contract for Low-income Participants**

This Oregon Community Solar Program (“ORCSP”) Subscription Contract (“Contract”) is entered into on **[DATE]** by, you, **[PARTICIPANT NAME]** and **[PROJECT MANAGER**] (“Project Manager”). You are a customer of **[UTILITY]** eligible to participate in the ORCSP as described in this Contract. Project Manager is a(n) **[DESCRIPTION OF LEGAL ENTITY**]. Together you and the Project Manager may be referred to as the Parties.

Read this contract and Disclosure Checklist carefully to understand the costs, benefits, and risks of participation.

You may contact your Project Manager by calling **[PROJECT MANAGER CUSTOMER SERVICE NUMBER]**, emailing **[PROJECT MANAGER CUSTOMER SERVICE EMAIL]** or writing to **[PROJECT MANAGER CUSTOMER SERVICE MAILING ADDRESS]**.

**You should contact your Project Manager if:**

* You have questions about the community solar charges on your electric bill or about when your Subscription will begin.
* You move but still live in Oregon and have the same electric utility, and you would like to update your Subscription with new utility information.
* You move out of Oregon or out of your utility service area and need to cancel your Subscription.
* You would like to make another kind of change to your Subscription.

The Oregon Community Solar Program is overseen by the Oregon Public Utility Commission (“OPUC”). If you need additional support, you may contact the ORCSP Program Administrator that administers the program on behalf of OPUC by calling 1-800-481-0510 (calls answered Monday through Friday, 8:00 am to 5:00 pm) or emailing info@oregoncsp.org. For more information about the Oregon Community Solar Program, including customer eligibility criteria, participant resources, and the Project Manager Code of Conduct, visit [oregoncsp.org](http://www.oregoncsp.org).

Una versión de este contrato está disponible en español y se puede solicitar a su Gerente de Proyecto.

Версия этого контракта доступна на русском языке и может быть получена (доступна) у вашего менеджера проекта

## **Disclosure Checklist**

|  |  |
| --- | --- |
| **PARTICIPANT INFORMATION** | **PROJECT MANAGER INFORMATION** |
| Name: **[NAME]\***Site Address: **[SITE ADDRESS ASSOCIATED WITH SUBSCRIPTION]**Phone: [**PHONE]** Email address: **[EMAIL]**Utility: **{PGE, PAC OR IDP}**Account Number: **[UTILITY ACCOUNT #]**Preferred method of contact for notifications:**□ phone □ email □ mail □ text** | This organization is responsible for the project you are enrolling in:Project Manager: **[PROJECT MANAGER BUSINESS NAME]**Address: **[BUSINESS ADDRESS]**Phone: **[CUSTOMER SERVICE PHONE]**Email: **[CUSTOMER SERVICE EMAIL]****{Website: [WEBSITE IF AVAILABLE]}****{This organization will be your primary point of contact, on behalf of the Project Manager:****Subscription Manager: [SUBSCRIPTION MANAGER BUSINESS NAME]****Address: [BUSINESS ADDRESS]****Phone: [CUSTOMER SERVICE PHONE]****Email: [CUSTOMER SERVICE EMAIL]****{Website: [WEBSITE IF AVAILABLE]}** |
| **PROJECT INFORMATION**  |
| Project Name: **[LIST PROJECT NAME]** Project location(s): **[list addresses of all systems THAT ARE part of this project]****{Estimated}** date the Project **{will begin} OR {started}** operation: **[MM/DD/YYYY]** |
| **YOUR SUBSCRIPTION** |
| You **{own} OR {lease}** part of the Project for the term of the Contract (your **“Subscription”**). Your Subscription will begin on **{DATE} OR {the date the Project is estimated to being operations}** and last for a period of **[YEARS]** years **{and [MONTHS] months}.***If the subscription size is known at the time of contracting:*Subscription Size: **[KW]** kW-ACEstimated first-year production of your Subscription: **[KWH]** kWhEstimated total production of your Subscription over the term of the contract: **[KWH]** kWhThe exact amount of energy that your Subscription will produce will vary from year to year.*If the Subscription size is not known at the time of contracting:*Your Subscription size will be determined based on your past annual electricity use, which your utility will share with your Project Manager via the Program Administrator. Your Project Manager will then provide you with an updated Contract that reflects this Subscription size and your expected savings levels. |
| **BILL CREDITS AND CHARGES** |
| Once your Subscription begins, you will begin to receive Bill Credits and Subscription Fees based on the amount of energy your Subscription generates. You will begin to receive your first credits and charges roughly 1-2 months after your Subscription begins. **Bill Credits**You will receive a Bill Credit on your utility bill for the amount of energy produced by your Subscription.*If the Project is a Tier 1 Project:*Bill Credits for this Project are valued at the Bill Credit Rate of $**[BILL CREDIT RATE]**/kWh.*If the Project is a Tier 2 Project:*Bill Credits for this Project are valued at a Bill Credit Rate that increases each year. As of **[DATE],** the Bill Credit Rate is $**[BILL CREDIT RATE]**/kWh and will increase by 2% every April for the life of this Contract. Depending on the date that the Project becomes operational, your bill credit rate will be adjusted based on predetermined set rates within the Program.**Subscription Fees**You will pay your Project Manager a set Subscription Fee per kWh generated by your Subscription, which will be included in your normal electric utility bill.Your Subscription Fee is {$**[SUBSCRIPTION FEE]/kWh} IF ESCALATING, ADD {and will increase by [PERCENT]% every April for the life of this Contract, starting on [DATE].} [IF APPLICABLE] {Your subscription fee will escalate with your bill credit rate for Tier 2 project. The starting rate depends on the Program billing period in which your Project becomes operational. The starting subscription fee in this Contract may be adjusted if the project’s operational date is delayed.}****Program Fees**You are exempt from paying Program Fees. **Net Savings**Your total costs under this agreement are approximately equal to **[PERCENT]** percent of the value of the Bill Credits you will receive. Your costs will never be higher than the value of your benefits. |
| **EXPECTED NET SAVINGS** |
| Your net savings will vary based on your Subscription size and on actual annual solar generation, among other factors. Your Subscription **{has been} OR {will be}** sized to meet approximately **[PERCENT]** percent of your expected annual electricity usage. **{Your Subscription} OR {An illustrative 5 kW Subscription}** is expected to have the following first-year benefits and costs:Subscription Size: **[kW]** kWExpected First-Year Subscription Generation: **[kWh]** kWhExpected Bill Credit: **$[DOLLARS]** ($**[BILL CREDIT RATE]/kWh X [ANNUAL KWH]**)Expected Subscription Fees: **$[DOLLARS]** ($**[SUBSCRIPTION FEE RATE]/kWh****Expected First-Year Net Savings: $[DOLLARS]** |

**CHECKLIST OF CONTRACT TERMS**

This is a checklist of key contract terms that your Project Manager must share with you, and the page they are located on in this document.

[1. Bill Credits and Charges 6](#_Toc157701368)

[2. Changes to This Contract 6](#_Toc157701369)

[3. Length of Contract 6](#_Toc157701370)

[4. What Happens If You Move 7](#_Toc157701371)

[5. How to Transfer Your Subscription to Another Utility Customer 7](#_Toc157701372)

[6. Right to Cancel and Ending this Contract Early 7](#_Toc157701373)

[7. Non-Payment and Utility Disconnection 8](#_Toc157701374)

[8. Changing the Size of Your Subscription 8](#_Toc157701375)

[9. Renewable Energy Credits 8](#_Toc157701376)

[10. Utility Equal Payment Plans 8](#_Toc157701377)

[11. Data Privacy and Security 8](#_Toc157701378)

[12. Notifications about Project Status and Performance 9](#_Toc157701379)

[13. Dispute Resolution 9](#_Toc157701380)

[14. The Project Manager May Sell this Contract 9](#_Toc157701381)

[15. Consent to Access and Use Your Energy Information 9](#_Toc157701382)

[16. Subscription Information Release 10](#_Toc157701383)

**TERMS**

# Bill Credits and Charges

Your expected Bill Credits and Subscription Fees are described above and are based on the Project’s expected annual generation. Your Bill Credits will always be greater than your Subscription Fees.

Solar generation varies by season, and you typically will receive more credits, and greater savings, in summer months than in winter months. Solar generation can also vary from year to year based on weather or as the system ages, and this will impact your expected savings.

Bill Credit: The amount in dollars that you receive from your utility for the electricity generated by your Subscription. The Bill Credit Rate is set by the OPUC and is used to calculate your total Bill Credit.

Oversubscription Recovery Charges: Your Subscription is sized based on your past energy use. You may not receive Bill Credits associated with more electricity than you consume over the course of an annual billing cycle (April through March). If this occurs, you must repay the value of the excess credits that you received. You will pay this through a charge added to your utility bill that is equal to your net savings amount you would otherwise receive that month until it is fully paid. During the repayment period, you will not experience savings from Community Solar, but you will never pay a net cost above what you would pay if you were not enrolled in Community Solar. The risk of this occurring can be minimized by sizing your Subscription at less than 100% of your past energy needs.

# Changes to This Contract

Your Project Manager **{or Subscription Manager}** can make certain changes this Contract during your Subscription.

The Project Manager **{or Subscription Manager}** can adjust your Subscription size to balance your Subscription and your annual energy consumption. If your Subscription size is adjusted by more than 25%, your Project Manager will provide you with an updated contract that reflects that change. Your Project Manager is not required to provide an updated contract if the Subscription size change is smaller than 25% of the Subscription size listed in this contract.

**{Your Project Manager** **or Subscription Manager can also reassign your Subscription from the Project listed in this contract to another Project with the same Bill Credits, Subscription Fees, and other terms of this Contract. Your Project Manager will provide you with an updated contract that reflects this change.}**

You may refuse these changes and cancel your Contract within three business days (Monday through Friday, excluding federal holidays) of receiving the updated Contract. Any other changes to this Contract may only be made with your direct written consent.

# Length of Contract

**{This Contract begins on [DATE] and ends on [DATE].}**

**OR**

**{This Contract begins on the date that Project begins Commercial Operations, expected to be [DATE], and ends [CONTRACT LENGTH] after that date. Your Project Manager will let you know if the commercial operations date is expected to change.}**

*Must be at least ten years, unless the project’s PPA ends within ten years.*

At the end of this Contract, and if the Project is still active with the ORCSP, you **{MAY} OR {MAY NOT}** extend the Contract. If you do not extend the Contract, it will end and you will no longer be in the ORCSP.

*Must explain the Participant’s options at the end of the contract term.*

If your Contract is not extended, any remaining Bill Credit balance on your account will remain attached to your account and be credited towards your next monthly bill or donated at the end of an annual billing cycle as normal.

# What Happens If You Move

If you move to a new home within Oregon and within the same utility territory, you can retain your Subscription. If you move outside of Oregon or your utility territory, you cannot retain your Subscription and this contract will be terminated.

You should contact your Project Manager **{or Subscription Manager}** if you move. If your utility account information changes because of your move and your Project Manager **{or Subscription Manager}** is unable to contact you, your Project Manager **{or Subscription Manager}** may terminate this contract.

**[PROVIDE ANY ADDITIONAL TERMS AND INSTRUCTIONS HERE]**.

# How to Transfer Your Subscription to Another Utility Customer

You may transfer your Subscription to another person if they live in your household and you are also transferring your utility account to that person. There is no cost for this transfer. To transfer your Subscription **[PROVIDE TERMS AND INSTRUCTIONS HERE]**.

*Clear instructions for requesting a transfer must be provided.*

# Right to Cancel and Ending this Contract Early

You may cancel this contract without paying a fee at any time by contacting your Project Manager. If the Project is already operational and depending on the timing of your cancellation, you may receive Bill Credits and Subscription Fees for a final month of participation before this cancellation goes into effect.

If you would like to end this Contract before the end date in Section 3, you may do so by **[PROVIDE CLEAR INSTRUCTIONS FOR EARLY TERMINATION]**. There is no fee for ending this Contract early.

The Project Manager may terminate this Contract if your utility is unable to provide you with Bill Credits and Subscription Fees because the utility account information you provide is incorrect or if it changes and is no longer current. To avoid this, you should inform your Project Manager if you move or if your utility account number changes. Your Project Manager may otherwise terminate this contract if they inform you of a contract breach that you fail to address within thirty days, or if the Project becomes no longer active in the ORCSP.

# Non-Payment and Utility Disconnection

If you do not pay your utility bill in full, you will stay enrolled in the program so long as you remain an active utility customer. If your utility service is disconnected due to non-payment, your Project Manager may cancel this Contract. You will not be charged a fee by your Project Manager for non-payment or utility disconnection.

# Changing the Size of Your Subscription

As described above, your Project Manager may adjust your Subscription size to keep your Subscription and your annual energy consumption in balance. There will not be a fee for changing your Subscription size.

If you would like to change the size of your Subscription **[PROVIDE TERMS AND INSTRUCTIONS HERE]**.

*Describe the process for requesting a change in Subscription size.*

# Renewable Energy Credits

*If the project is producing RECS:*

You will own rights to the environmental benefits associated with your subscription. This Project will produce Renewable Energy Certificates (RECs), which represent the rights to the environmental benefits of renewable energy. Your Project Manager will retire these RECs on your behalf. This allows you to make environmental claims about using renewable energy.

*If the project has received a waiver from producing RECs:*

You will own rights to the environmental benefits associated with your subscription. This project will not produce Renewable Energy Certificates (RECs), which are often used as a legal instrument representing the rights to the environmental benefits of renewable energy. This size of this project is small enough that your Project Manager is not required to register and track RECs.

# Utility Equal Payment Plans

If you participate in your utility’s equal payment plan, your utility will continue to calculate an equal payment amount owed each month for your normal utility charges. However, this calculation will not account for the Bill Credits and Subscription Fees that you receive on your electric utility bill. Because of this, your total utility bill will vary based on the amount of energy your project generated that month. Generally, your Bill Credits will reduce your amount owed more in the summer months than in the winter.

# Data Privacy and Security

*Explanation of how the Project Manager will ensure the security of private Participant information, in accordance with its obligations as a registered Project Manager, as described Project Manager Data Security Requirements section of the Code of Conduct.*

# Notifications about Project Status and Performance

*If a Project is not operational at the time the Participant enters into the contract, the Project Manager must a) provide the estimated Commercial Operation date, and b) indicate the frequency and method by which they will notify the Participant about the status of the Project. The Project Manager must also clearly disclose that the Participant will not receive Bill Credits until after the Project is operational.*

*If the estimated Commercial Operation date changes, the Project Manager must notify the Participant of the revised date as part of these recurring updates.*

*Project Managers must provide Participants with a status update about the Project a minimum of every three months until the Project becomes operational. Status updates must be provided in the form agreed upon by the Participant and Project Manager (phone, email, mail or text).*

Your Project Manager is responsible for the construction and maintenance of the Project. You are not responsible for any costs related the repair or maintenance of the Project. Your Project Manager will notify you if there is a planned or unplanned outage of the Project lasting longer than three days.

If the Project is terminated for any reason before or after it achieves commercial operation, then the Project Manager will notify you within two weeks and cancel this contract.

# Dispute Resolution

*The Project Manager’s dispute resolution process must be clearly described.*

*The Project Manager’s dispute resolution process and any other provisions of the Contract may not:*

* + *require Participants to bring disputes or claims in an inconvenient venue or with time limits more restrictive than the relevant statute of limitations;*
	+ *waive the Participants’ redress rights under Oregon or federal law;*
	+ *give up the Participants’ ability to seek punitive damages; or*
	+ *require Participants to pay fees and costs beyond what Oregon state and federal courts would require.*

# The Project Manager May Sell this Contract

Project Manager may assign, sell or otherwise transfer this Contract to another entity, and that other entity will be bound by the terms of the agreement as if it were the Project Manager. If this Contract is assigned, sold, or transferred, the Project Manager will notify Participants in advance of the change.

# Consent to Access and Use Your Energy Information

You authorize **[UTILITY]** to provide utility usage and billing information to the Project Manager and Program Administrator for the electric account(s) specified by you, for the Contract term. This information may include your electricity account and meter number(s), utility rate schedule(s), electricity use and billing information. This information will be used by the Program Administrator and Project Manager to verify your eligibility for the ORCSP and to perform monthly billing and crediting for your Subscription.

# Subscription Information Release

The Program Administrator may report non-identifiable information, in aggregate, about you and your Subscription to the OPUC the Oregon legislature or other state agencies as necessary to meet the Program Administrator responsibilities. The Program Administrator and Project Manager will treat all other Participant information gathered as confidential.

**SIGNATURES:**

By initialing, you acknowledge that you have received and reviewed the **Disclosure Checklist** that begins on p. **[PAGE #]**, and that the person signing has full authority to enter into this Contract on behalf of all name account holders for the Account Number identified in this Contract.

|  |  |  |  |
| --- | --- | --- | --- |
| Participant Initials | Date | Project Manager Representative Initials  | Date |

The individual signing agrees that they have full authority to enter into this Contract on behalf of all named account holders for the Account Number identified in this Contract.

|  |  |  |
| --- | --- | --- |
| **PARTICIPANT** |  | **PROJECT MANAGER** |
| Signature: |  |  | Signature: |  |
| Print name: |  |  | Print name: |  |
| Date: |  |  | Title: |  |
|  |  |  | Business: |  |
|  |  |  | Date: |  |