Template: Contract and Disclosure
Checklist for Residential 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 residential Participants. A different version of this contract template is available and required for low-income Participants. Project Managers may opt to use this contract template with non-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

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 Utilities 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).

## 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 begin 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-AC

Estimated first-year production of your Subscription: **[KWH]** kWh

Estimated total production of your Subscription over the term of the Contract: **[KWH]** kWh

The 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 for the energy your Subscription generates, and you will begin to pay charges for this amount. 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.

*For Tier 1 Projects:*

Bill Credits for this Project are valued at the Bill Credit Rate of $**[BILL CREDIT RATE]**/kWh.

*For Tier 2 Projects:*

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 Fee**

You will pay your Project Manager a set Subscription Fee **{per month,} OR {per kWh generated by your Subscription,}** which will be collected **{as part of your normal electric utility bill, you will not receive a separate bill for these charges.} OR {through a separate bill from your utility bill, sent by your Project Manager.}**

Your Subscription Fee is **{$[SUBSCRIPTION FEE]/kWh} OR {$[SUBSCRIPTION FEE] per kW you subscribe to per month} 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 projects. 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**

If customers are paying Program Fees:

You will pay a Program Fee of $**[PROGRAM FEE]** per kW you subscribe to per month. This fee will be collected as part of your normal electric utility bill.

If customers are paying Program Fees:

You will not pay any Program Fees. Your Project Manager is paying these fees on your behalf.

**Other Fees and Charges That May Apply**

List all other fees/charges and their amounts, including: any upfront charges, cancellation fees, subscription transfer fees, late payment fees and all other fees or charges that may apply. If a fee is $0, it does not need to be listed here. If no fees are charged, delete this section.

**Net Savings**

Your total costs under this agreement are approximately equal to **[PERCENT]** percent of the value of the Bill Credits you will receive. *Describe whether costs may exceed or not exceed 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]** kW

Expected First-Year Subscription Generation: **[kWh]** kWh

Expected Bill Credit: **$[DOLLARS] ($[BILL CREDIT RATE]/kWh X [ANNUAL KWH])**

Expected Subscription Fees: **$[DOLLARS] ($[SUBSCRIPTION FEE RATE]/kWh X [ANNUAL KWH]) OR ($[MONTHLY FEE] per kW per month x 12)**

Expected Program Fee: **$[DOLLARS] ($[MONTHLY FEE] per kW per month x 12) OR {No Program Fee}**

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 7](#_Toc134167865)

[2. Changes to This Contract 7](#_Toc134167866)

[3. Length of Contract 8](#_Toc134167867)

[4. What Happens If You Move 8](#_Toc134167868)

[5. How to Transfer Your Subscription to Another Utility Customer 8](#_Toc134167869)

[6. Ending this Contract Early 8](#_Toc134167870)

[7. Non-Payment and Utility Disconnection 9](#_Toc134167871)

[8. Instructions and Fees for Changing the Size of Your Subscription 9](#_Toc134167872)

[9. Renewable Energy Credits 9](#_Toc134167873)

[10. Utility Equal Payment Plans 9](#_Toc134167874)

[11. Data Privacy and Security 10](#_Toc134167875)

[12. Notifications about Project Status and Performance 10](#_Toc134167876)

[13. Dispute Resolution 10](#_Toc134167877)

[14. The Project Manager May Sell this Contract 10](#_Toc134167878)

[15. Three-Day Right to Cancel 11](#_Toc134167879)

[16. Consent to Access and Use Your Energy Information 11](#_Toc134167880)

[17. Subscription Information Release 11](#_Toc134167881)

[18. Additional Provisions 11](#_Toc134167882)

**TERMS**

# Bill Credits and Charges

Your expected Bill Credits and Subscription Fees are described in the Disclosure Checklist above and are based on the Project’s expected annual generation. 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.

*Provide additional information on fees or upfront payments described in disclosure checklist above. Describe the off-bill method that the Project Manager will use to collect these fees.*

*If any Subscription Fees are collected up-front or off-bill, describe the method and timing of this payment collection by the Project Manager.*

*Describe how the Project Manager handles late or unpaid Subscription Fees and collections, and the consequences of late or unpaid fees.*

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 at the beginning of the following yearly billing cycle that is equal to the value of these excess credits, and this charge may cause a net increase in your bill. The risk of this occurring can be minimized by sizing your Subscription at less than 100% of your past energy needs.

Program Fee: Program fees include both a Program Administration Fee and a Utility Administration Fee and may be updated on an annual basis by the Oregon Public Utilities Commission.

# 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, Program 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

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

*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

*Participants must be allowed retain their Subscription if they relocate within their utility service territory.*

*Project Managers may not charge a fee if a Participant relocates and there is no change to the size of their Subscription. Project Managers must disclose any fees associated with changing the size of a Subscription if a Participant needs to do so as a result of a relocation,* *and explain how these fees will be collected by the Project Manager off-bill.*

*Clear terms and instructions for relocation must be provided, including how adjustments may be made to the Subscription in the event that the Participant’s new site uses less electricity annually than the Subscription generates.*

# How to Transfer Your Subscription to Another Utility Customer

*Project Manager must allow Participants to transfer their Subscription to another eligible customer of their choosing that meets all the terms and conditions of this contract. Clear instructions for requesting a transfer must be provided.*

*The fee and off-bill method of fee collection by the Project Manager for transferring a Subscription to another eligible customer must be disclosed. If there is not a fee for an eligible transfer, this should be stated. If the fee varies with the amount of notice provided by the Participant, this must be clearly disclosed.*

*A contract transfer fee for residential Participants may not exceed 20 percent of the gross estimated annual Bill Credit value for the Participant, if the transferee is eligible to assume the Subscription with no modifications, and the Participant provides at least three weeks’ notice to their Project Manager.*

# Three-Day Right to Cancel and Ending this Contract Early

You have the right to cancel this Contract and receive a full refund on any deposits or payments if you make the request within three business days (Monday through Friday, excluding federal holidays) of signing the Contract.

*Clear instructions for terminating a Subscription before the end of the contract term must be provided.*

*The fee for terminating the Subscription prior to the end of the term must be disclosed,* *and the Project Manager’s off-bill method of collecting this fee must be described. The Participant’s ability to recoup any up-front payments upon early termination of the contract must also be disclosed. If the fee varies with the amount of notice provided by the Participant, this must be clearly disclosed. If there is no fee for an early termination, this should be stated.*

*Early termination fees for residential Participants may not exceed 50 percent of the of the gross estimated annual Bill Credit value of the Subscription, if reasonable notice is provided. The Project Manager must describe what constitutes reasonable notice.*

*Any fees and Subscription cost recovery options in the event of termination of the contract due to a force majeure on the part of the Participant or the Project Manager must also be disclosed. A plain language description of force majeure must be provided, and the following is suggested: “Force Majeure refers to natural disasters and unavoidable catastrophes that prevent the Project from operating and generating electricity as expected or otherwise restrict the Project Manager or Participant from fulfilling its obligation under this Contract.”*

Either you or the Project Manager may terminate this Contract if the other party breaches a material obligation under the Contract and fails to cure the breach within thirty (30) days of being notified by the non-breaching party.

# Non-Payment and Utility Disconnection

If you do not pay your bill, your unpaid on-bill subscription charges will be reflected on your next monthly bill. Non-payment of your bill due to disconnection is considered a breach of Contract, and your Project Manager may terminate this Contract according to the process outlined above in ***Section 6***. If your account is closed, rather than disconnected, your Project Manager may terminate the agreement immediately.

*Clear instructions for the off-bill recovery of any unpaid off-bill charges, as well as the off-bill collection of any penalties for non-payment of on-bill charges.*

*Explain any associated penalties related to utility disconnection, as well as the treatment and recovery of any off-bill subscription charges.*

# Changing the Size of Your Subscription

*Explain the circumstances under which a Participant may change the size of their Subscription and disclose any associated fees and how the Project Manager will collect those fees off-bill.*

*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 the 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).*

*Project Manager must give Participants advance notice if the Project will be offline for a planned outage for more than three days and include an estimated date by which the Project will resume operation. If there is an unplanned outage of more than three days, the Project Manager must notify the Participant promptly and include an estimated date by which the Project will resume operation. Notice must be provided in the form agreed upon by the Participant and Project Manager (phone, email, mail or text).*

*Project Managers must commit to take all commercially reasonable steps necessary to construct, interconnect, maintain and repair the Project and associated equipment to ensure the Project produces electricity substantially as intended for the term of the agreement.*

*Project Managers must assume all responsibility, liability and costs for the ongoing operations, maintenance, or repair of the Project. No extra fees for repair or maintenance may be passed on to the Participant.*

*If the Project is terminated for any reason, before or after achieving commercial operation, the Project Manager must notify the Participant by mail within two weeks of the decision to terminate. The notice must describe the Participant’s options, rights and remedies under this contract, including the refundability of any up-front payments.*

*Disclose and describe any guarantees of performance.*

# 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

The Project Manager may assign, sell, or transfer this Contract to another entity, which will be bound by the terms of the Contract. If this Contract is assigned, sold, or transferred, the Project Manager will notify you 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 term of your 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.

# Additional Provisions

*Contracts may impose additional requirements on Participants, provided those requirements do not discriminate based on race, color, religion, sex, sexual orientation, national origin, marital status, disability, familial status or source of income.*

**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: |  |