

To be completed by Trade Ally Contractor and System Owner

Solar Resource Information

Determine how the annual solar resource available to this system will be reduced by external shading and suboptimal tilt/orientation of the array. Please use an Energy Trust of Oregon sun chart, a report from an approved shading analysis tool or an Oregon Department of Energy pool sun chart.

	%	Solar resource available after <u>shading</u> losses	100 % - ___ % <i>annual shading. Calculate using the applicable Energy Trust or ODOE sun chart.</i>
x	%	<u>Tilt and Orientation Factor</u> (TOF) Solar resource available after tilt and orientation losses.	<i>From sun chart: percent of output produced relative to an optimal system.</i>
=	%	<u>Total Solar Resource Fraction</u> (TSRF) Annual solar resource available after shading, tilt and orientation losses.	<i>Must be greater than 75% to qualify for Energy Trust incentive.</i>

Performance Estimate

	ft ²	Total Collector Area	<i>From System Information section, above.</i>
x	kWh/ ft ²	Rated Savings per ft ²	<i>West of Cascade Range: 30 kWh/ft² East of Cascade Range: 35 kWh/ft²</i>
=	kWh/yr	or	therms/yr
		Rated Annual Savings	
x	%	TSRF	<i>From Solar Resource section, above.</i>
=	kWh/yr	therms/yr	Estimated annual savings
			<i>Derated for shading and tilt/orientation losses.</i>

Incentive Calculator

Multiply Total Collector Area (from System Information section, above) by the incentive rate (\$3.00/ft ²).			
	Total Collector Area	Incentive Rate	
	ft ²	x \$ 3.00 /ft ²	= \$
Total Estimated Energy Trust Incentive	Maximum is \$1,500 for systems heating Small Outdoor Pools. Enter the calculated incentive or maximum incentive, whichever is the lesser amount		\$
System Cost	Total Installed System Price (<i>before estimated Energy Trust incentive</i>)		\$
Net System Cost	Net System Price (<i>after estimated Energy Trust incentive</i>)		\$

Terms and Conditions

APPLICATION: This application will not be processed by Energy Trust of Oregon, Inc. (Energy Trust) until the complete, signed **Form 224S** and all required accompanying documentation is received. System Owner and Trade Ally Contractor are each advised to retain a copy of this application and any submitted accompanying documentation. Energy Trust will not be responsible for any lost documentation related to this application. Trade Ally Contractor understands and agrees that if the System Owner is a residential utility customer, this **Form 224S** must either be submitted prior to System installation or within 30 from the date the system received final jurisdictional approval. If the System Owner is a commercial utility customer, then this **Form 224S** must be submitted prior to System installation in accordance with Energy Trust's **Program Guide for Solar Water Heating Trade Allies** requirements.

Form 224S
Solar Pool Heating Incentive Application—Small Seasonal-Use Pool
Solar Water Heating Program



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ELIGIBILITY: System Owner must be eligible to participate in this Energy Trust program in order to qualify for any incentives. Final determination of eligibility rests solely with Energy Trust. If System Owner is a commercial customer eligible to self-direct its renewable energy public purpose charge through the Oregon Department of Energy (i.e. certified site using more than 8,760,000 kilowatt hours of electricity in one year), it is not eligible to submit this **Form 224S** to request Energy Trust incentive funding and should contact Energy Trust to discuss eligibility and program requirements.

SYSTEM INSTALLATION AND INSPECTION: System Owner represents and warrants to Energy Trust that it has the right to install, operate and maintain the System on the Site Address property and that any necessary consents have been obtained. The System must be an unglazed solar system designed to heat a seasonal-use pool with a surface area up to a maximum of 1000 ft². System Owner is solely responsible for ensuring that all equipment purchased and work performed complies with all federal, state and local safety, building and environmental codes and any manufacturer instructions. In addition, the System must be installed by the Trade Ally Contractor in accordance with Energy Trust's **Installation Requirements** in effect at the time of installation and must pass an Energy Trust inspection before Energy Trust will be obligated to pay any incentive. Energy Trust's inspection is for program purposes only; it is not a code inspection, and no warranty is implied.

ENERGY TRUST INCENTIVE: Energy Trust incentives are subject to funding availability and may change. Energy Trust's program requirements and incentive levels are subject to change and may vary by utility service area, depending on the pace of solar demand in each utility territory and the available incentive budget. In the case of residential applications submitted prior to installation and all Commercial applications, Energy Trust will notify the Trade Ally Contractor once it approves the submitted application via a **Form 230**. All Systems must be installed, inspected and approved (**Form 232**) in accordance with Energy Trust's program requirements and designated project due date or the reserved incentives may be cancelled. In addition, if System Owner and the Trade Ally Contractor decide to make a material change to the System from the design submitted in the approved **Form 224S** prior to or during installation, a new application must be submitted to the Energy Trust.

INCENTIVE PAYMENT: The Energy Trust incentives provided for the System may vary from the estimated amounts listed in the **Form 224S** or in an incentive reservation notice depending on the final installed and inspected System. Incentives provided by Energy Trust will be calculated based upon the final installed and inspected System; however, the final Energy Trust incentive provided will never exceed the reserved amount. System Owner and Trade Ally Contractor agree that Trade Ally Contractor will reduce the amount System Owner owes the Trade Ally Contractor by the amount of the Energy Trust incentive, and Energy Trust will pay the incentive directly to the Trade Ally Contractor within thirty (30) days after Energy Trust's inspection approval.

ENERGY INFORMATION RELEASE: System Owner authorizes Energy Trust to access energy usage data for the project's specified electric and natural gas accounts at the physical address of the project. System Owner agrees to provide other reasonable assistance to Energy Trust to obtain such information.

INFORMATION RELEASE: Participant agrees that Energy Trust may include Participant's name, city or county of business, Program services/incentives and resulting energy-savings in reports or other documentation submitted to Energy Trust's government overseers and relevant agencies administering energy programs. Energy Trust will treat all other Participant information gathered by Energy Trust through the Program as confidential and will report it in Program evaluations only in the aggregate.

ASSIGNMENT: This agreement may not be assigned by Trade Ally Contractor or System Owner without Energy Trust's advance written consent. Energy Trust may assign its rights under this agreement to a third party if requested by the OPUC under its grant agreement with Energy Trust. This agreement will be binding on the parties' permitted assigns and successors in interest.

TAX LIABILITY: Energy Trust is not responsible for any tax liability which may be imposed as a result of payment of any incentives. 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.

ACCESS AND EVALUATION: System Owner agrees to allow Energy Trust reasonable access to the Site property in order to: (i) read the meter(s), (ii) inspect and review the project during and after completion, and/or (iii) evaluate the operation of the meter or the System. In addition, System Owner agrees to cooperate when contacted by Energy Trust to request meter readings or other information from System Owner related to the System.

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DISCLAIMER OF WARRANTIES: System Owner hereby acknowledges that Energy Trust has not made any representations and has specifically **DISCLAIMED** any and all warranties, express or implied, with respect to the System to be installed or the Trade Ally Contractor, including but not limited to the Trade Ally Contractor's experience, qualification, or background, the amount of any energy-savings or generation, if any, to be realized by System Owner from use of the System, the quality of specific materials, components, or workmanship utilized in the installation, or the nature of or whether building permit(s) or governmental approval(s) may be required.

LIMITATION OF LIABILITY: Energy Trust's liability to Trade Ally Contractor or System Owner is limited to recovery of amounts due for the incentive payment described and under no circumstances will Energy Trust be liable to Trade Ally Contractor or System Owner for any further amount whatsoever.

WAIVER OF CONSTRUCTION LIEN AGAINST SYSTEM OWNER: Trade Ally Contractor hereby waives its right to perfect or foreclose any lien or encumbrance against System Owner's property (including without limitation claims of construction lien under any applicable construction lien laws) for the amount of the incentive payment due or alleged to be due to Trade Ally Contractor by Energy Trust.

FACSIMILE/SCANNED SIGNATURES: Signed original documents transmitted via facsimile or as a scanned electronic mail attachment shall be the same as delivery of the original signed document. At the request of Energy Trust, the Trade Ally Contractor or System Owner shall confirm documents with a facsimile or scanned signature by providing an original document.

Signatures

By my signature, below, I certify that (i) the information on this Form 224S is true and correct, and (ii) that I have read, understand, and agree to the terms and conditions of this agreement and am authorized to sign on behalf of System Owner.	
System Owner <small>(printed name)</small>	Title
Signature	Date
By my signature, below, I certify that the information on this Form 224S is true and correct. I acknowledge and agree that the Net System Cost to System Owner quoted is the amount System Owner is obligated to pay, and that if the System design changes, a new Form 224S must be completed and submitted to Energy Trust.	
Trade Ally Contractor <small>(printed name)</small>	Title
Signature	Date