

Exhibit X of the Site License Agreement between City of Portland Water Bureau and CSV:**Photovoltaic Project Agreement****Between****Energy Trust of Oregon, Inc., Commercial Solar Ventures, L.L.C.,****and City of Portland Water Bureau**

This Photovoltaic Project Agreement ("Agreement") is executed by ENERGY TRUST OF OREGON, INC. ("Energy Trust"), COMMERCIAL SOLAR VENTURES, LLC, including LLC's successors-in-interest and permitted assigns in accordance with **Section 14** of this Agreement ("LLC"), and the CITY OF PORTLAND, by and through the Portland Water Bureau ("Host"). Energy Trust, LLC and Host are organized under the laws of the State of Oregon. Energy Trust, LLC and Host may also be referred to individually as "Party" and together as "Parties."

RECITALS

WHEREAS, LLC intends to install, operate and maintain a solar electric, photovoltaic system and associated hardware and equipment and as defined below ("Solar Facility") on a site owned by Host, located at 16400 NE Airport Way, Portland Oregon 97230 ("Host Site");

WHEREAS, LLC will be the owner and operator of the Solar Facility for a period of twenty (20) years once it is installed.

WHEREAS, Energy Trust, a non-profit corporation created to invest "public purpose funding" in, among other things, the above-market costs of new renewable energy resources, has determined that funding the above market costs of the Solar Facility is consistent with Energy Trust's purposes;

THEREFORE, the Parties enter into the following Agreement.

AGREEMENT**1. Term**

This Agreement is effective as of _____ ("Effective Date") and will continue for a period of twenty (20) years from the Commercial Operation Date unless terminated earlier pursuant to this Agreement.

2. Definitions

A. "Commercial Operation Date" or "COD" will be the third (3rd) day following the LLC's delivery of notice to the Host that the Solar Facility is ready for commercial operation, in accordance with the separate Solar Facility License Agreement entered into between LLC ("Seller") and Host ("Buyer").

B. "Commercial Operation" means that (i) one hundred percent (100%) of the nameplate capacity has been installed; (ii) testing indicates that the Solar Facility is capable of producing Energy at no less than the nameplate capacity; (iii) the Solar Facility has operated for a period of not less than five hours at capacity without experiencing any abnormal or unsafe operating conditions; (iv) all permits necessary to authorize the production, sale and delivery of Energy in the intended amounts have been acquired; and (v) and all required inspections and testing of the Solar Facility by Energy Trust have been completed successfully.

C. "Energy" means electrical energy, measured in watts ("Watts") or kilowatt-hours ("kWh") that is produced by the Solar Facility.

D. "Environmental Attributes" means any and all environmental, power source, and emission characteristics, credits, reductions, offsets, allowances, and benefits, including Green Tags and RECs, howsoever entitled, directly or indirectly attributable to the generation of electricity from the

Solar Facility. Environmental Attributes include but are not limited to (i) any benefit accruing from the renewable nature of solar PV-generated energy; (ii) any avoided emissions of pollutants to the air, soil, or water (such as sulfur oxides (SOx), nitrogen oxides (NOx), and carbon monoxide (CO)); (iii) any avoided emissions of carbon dioxide (CO2), methane (CH4) and other greenhouse gases ("GHGs") that may contribute to the actual or potential threat of altering the Earth's climate by trapping heat in the atmosphere; (iv) any property rights that may exist with respect to the foregoing attributes, howsoever entitled, (v) displacements of energy generation by fossil-fuel-consuming or GHG-emitting generation resources; and (vi) any reporting rights to these avoided emissions, such as Green Tag Reporting Rights.

E. "Green Tag" means a commercially recognized unit representing the value or amounts of Environmental Attributes.

F. "Green Tag Reporting Rights" means the right of a green tag buyer to report the ownership of accumulated green tags in compliance with federal or state law, if applicable, to a federal or state agency or any other party at the green tag buyer's discretion. Such rights include without limitation those green tag reporting rights accruing under Section 1605(b) of The Energy Policy Act of 1992 and any present or future federal, state, or local law, regulation or bill, and international or foreign emissions trading program.

G. "Host Site" means the property located at 16400 NE Airport Way, Portland, Oregon, 97230.

H. "Solar Facility" means a solar electric, photovoltaic system and associated hardware and equipment, as described in **Schedule A** to this Agreement.

I. "Solar Facility License Agreement" means that certain Solar Facility License Agreement concerning the Solar Facility located at the Portland Water Bureau's Ground Water Pump Station, and such agreement being by and between LLC and Host dated as of _____.

3. Installation of the Solar Facility

A. LLC will purchase and install the Solar Facility at the Host Site and will ensure that the Solar Facility reaches Commercial Operation Date by no later than December 31 2008. LLC is responsible for all contractors, all subcontractors, project financing and any and all items relating to the building, operations and maintaining of the Solar Facility.

B. LLC will use an Energy Trust Solar Electric Program Trade Ally Contractor to install the Solar Facility in accordance with federal, state, local and utility specifications and in accordance with Energy Trust's standard Solar Electric Program requirements as detailed in Energy Trust's **Solar Electric Program Guide and Solar Electric System Requirements** available at www.energytrust.org/TA/solar/forms.html and attached as **Schedule F**.

C. The Solar Facility shall be net-metered and grid-tied to Portland General Electric at a nameplate capacity of at least 267,000 kilowatts.

D. LLC shall meet the specific construction and operational milestones towards installation of the Solar Facility as shown in **Schedule B**.

4. Inspection

LLC and Host shall allow Energy Trust and its representatives reasonable access to the Host Site and the Solar Facility to perform any required inspection contemplated under the terms of this Agreement, including an inspection to determine whether the Solar Facility is in Commercial Operation. Energy Trust's inspection shall not be deemed a code inspection, and no warranty is implied. Energy Trust shall follow the access procedures outlined in **Schedule A**.

5. Incentive Payment to LLC

A. Within thirty (30) days of the Commercial Operation Date, LLC shall provide documentation evidencing the actual purchase and installation costs of the Solar Facility and

providing invoices and receipts demonstrating payment of such costs. Within thirty (30) days of receipt of such documentation, Energy Trust will recalculate the portion of the above-market costs of the Solar Facility. If the actual costs as recalculated are less than \$8.50 per installed Watt, then Energy Trust may reduce the incentive consistent with its above market cost calculation processes.

After final recalculation based on actual purchase and installation costs as described above, Energy Trust will pay LLC an incentive of not more than \$333,583. If LLC wishes to assign the payment to Host or another party, it shall provide prior notice to Energy Trust in writing. Energy Trust will make payment to such assignee.

B. Regardless of whether LLC assigns the incentive payment to Host or another payee, LLC will be the sole responsible party for performing all of LLC's obligations hereunder, including but not limited to any repayment obligations.

6. Early Termination

A. If Energy Trust determines that a financing term sheet cannot be completed and provided to Energy Trust by August 30, 2008, then Energy Trust may terminate this Agreement unless all parties agree on a reasonable extension of time for completion of such financing term sheet.

B. If the Solar Facility does not achieve Commercial Operation by December 31, 2008, Energy Trust then Energy Trust may, in its sole discretion, terminate this Agreement, and Energy Trust shall have no further obligation to pay any incentive under this Agreement.

C. If Energy Trust does not pay the incentive as described in **Section 5** above, LLC, and Host may terminate this Agreement and shall have no further obligation to Energy Trust under this Agreement.

7. System Operation and Maintenance

A. LLC will install, own, operate and maintain the Solar Facility consistent with equipment specifications and the solar resource at the site during the term of this Agreement, such that it is capable of generating approximately 266,000 Watts per year, subject to climate variations and ordinary system degradation, during the term of this Agreement. LLC will make repairs to the Solar Facility in a timely fashion.

B. LLC and Host will use their best efforts to maintain the solar envelope over the Host Site so that the Solar Facility's access to sunlight remains comparable to that contained in the sun chart attached as **Schedule C**. During the term of this Agreement, neither LLC nor Host will remove the Solar Facility from service or the Host Site without the prior written consent of Energy Trust, or the LLC will be subject to the repayment requirements set forth in **Section 8** below.

C. In case the Solar Facility requires significant repair, LLC and Host must notify Energy Trust of the start date of the repairs. The Solar Facility must be re-installed and re-inspected by Energy Trust within the 90 day time period described in **Section 8**, below, or LLC will be subject to the repayment requirements set forth in **Section 8**.

D. If Host decides at any time during the term of this Agreement to sell the Host Site, Host must notify both LLC and Energy Trust prior to the sale so that the Parties can work together to arrange for continued operation of the Solar Facility at the Host Site. If a satisfactory agreement is not reached prior to sale, LLC will be subject to the repayment requirements of **Section 8**, below.

8. Repayment of Energy Trust Incentive Funds

A. After Energy Trust pays the incentive to LLC under **Section 5** above, if the Solar Facility or the Host Site is (i) sold, assigned or transferred to any entity other than the Host without Energy Trust's prior consent, **OR** (ii) repossessed, shutdown or does not otherwise produce electricity for 90 consecutive days in a given calendar year, then LLC will immediately repay (in the form of a

cashiers check payable to Energy Trust of Oregon, Inc.) a portion of the incentive funds amount to Energy Trust, calculated as follows:

Incentive amount paid to LLC *multiplied by* the fraction of: [20 *minus* the number of anniversaries of the Commercial Operation Date] *divided by* 20

B. If ownership of the Solar Facility is transferred from LLC to the Host, all of LLC's obligations to Energy Trust, including repayment of the incentive payment, will be assigned to the Host at that time and the Host will assume such obligations.

C. If repayment is made to Energy Trust in accordance with this **Section 8**, then LLC and Host shall have no further obligations to Energy Trust pursuant to this Agreement.

9. **Damages**

In the event LLC breaches **Section 8**, LLC shall pay to Energy Trust liquidated damages in an amount equal to (a) one hundred percent (100%) of the incentive amounts provided by Energy Trust, and (b) reasonable costs, including any attorney's fees, incurred by Energy Trust in enforcing the requirement.

10. **LLC Representations and Warranties:**

A. LLC has obtained written consent from Host to install, operate and maintain the Solar Facility at the Host Site for the duration of the term of this Agreement;

B. The execution, delivery and performance of this Agreement is within LLC's powers, has been duly authorized by all necessary action and does not violate any of the terms and conditions in its governing documents, any contracts to which it is a party or any law, rule, regulation, order or the like applicable to it;

C. LLC has all authorizations necessary for it to legally perform its obligations under this Agreement;

D. This Agreement, and any other document executed and delivered in accordance with the agreement, constitutes a legally valid and binding obligation enforceable against LLC in accordance with its terms, subject to any applicable defenses;

E. LLC has sufficient financial stability to perform its legal obligations under this Agreement; and

F. There is not pending, or to its knowledge, threatened against LLC, any legal proceedings that could materially adversely affect its ability to perform its obligations under this agreement.

11. **Host Representations and Warranties:**

A. Host has given written consent to LLC to install, operate and maintain the Solar Facility at the Site for the duration of the term;

B. Host has all authorizations necessary for it to legally perform its obligations under this Agreement;

C. This Agreement, and any other document executed and delivered in accordance with the agreement, constitutes a legally valid and binding obligation enforceable against Host in accordance with its terms, subject to any applicable defenses;

E. Host has sufficient financial stability to perform its legal obligations under this Agreement; and

F. There is not pending, or to its knowledge, threatened against Host, any legal proceedings that could materially adversely affect its ability to perform its obligations under this Agreement.

12. Treatment of Information

The parties shall clearly identify any submitted sensitive financial or proprietary information which it wishes the other party to keep confidential as "Confidential Information." LLC agrees that the following information will not be considered confidential and Energy Trust may include the following information in reports or other documentation submitted to the Energy Trust Board of Directors, the Oregon Public Utility Commission, the Oregon Department of Energy, Oregon Housing and Community Services, or the Oregon Legislature: (i) their respective names; (ii) a description of the Solar Facility and its general location; (iii) a description of the Energy Trust services provided; (iv) the amount of any Energy Trust incentives reserved or paid; and (v) the amount of the Solar Facility's energy generation and/or any resulting energy savings.

13. Intellectual Property, Marketing and Media

A. No Party will acquire by virtue of this Agreement, implementation of this Agreement, or any public communications concerning the Solar Facility, any rights whatsoever to any trade name, service mark, trade mark, logo, and intellectual property right belonging to any other Party.

B. Host, LLC and Energy Trust will work cooperatively to support promotion of the Solar Facility, including with publicity releases, press events, case studies, web identification and other opportunities to highlight and promote the success of the Solar Facility. In marketing materials describing the Solar Facility, each Party will use reasonable efforts to acknowledge the other Party, Commercial Solar Ventures, Energy Trust of Oregon, Inc, Portland General Electric, Bonneville Environmental Foundation and [insert tax equity partner] and the City of Portland Water Bureau) in any marketing or promotional materials regarding the Solar Facility, except if such parties do not want to be mentioned. Such attribution will include use of the logos of the parties involved in the project in all written promotional materials, where appropriate and space permits. Each Party hereby consents to the use of its logo, as depicted and described in *Schedule E* herein, in such promotional materials.

14. Assignment of Agreement

A. This Agreement is specific to the parties and can not be assigned by LLC or Host to any other party without Energy Trust's express written consent; EXCEPT LLC may assign the agreement to Host or to the City of Portland without Energy Trust's consent pursuant to **Section 8(B)** and consistent with this **Section 14** of the Agreement.

B. If LLC and Host determine, at any point during the 20-year term, to transfer ownership of the Solar Facility to Host, both LLC and Host will notify Energy Trust prior to any such transfer and provide Energy Trust with a copy of a written assignment agreement evidencing to Energy Trust's approval that LLC has assigned and Host has assumed all of LLC's rights and obligations under this Agreement.

C. Energy Trust may, at any time, assign its rights and obligations under this agreement to a third party if requested to do so by the Oregon Public Utility Commission.

15. Insurance

A. LLC will maintain the following minimum types and amounts of insurance during the term: (1) Workers' Compensation insurance in compliance with statutory requirements; (2) occurrence-based Commercial General Liability insurance of at least \$1,000,000 per occurrence and aggregate; and (3) All-Risk Property insurance covering the replacement value of the Solar Facility. If Host acquires the Solar Facility pursuant to section 11.8 of the "Solar Facility License Agreement," Host will assume responsibility for maintaining required insurance for the remainder of the term of this "Photovoltaic Project Agreement."

B. LLC and Host shall ensure that they are in compliance with the insurance requirements set forth in this Agreement and Solar Facility License Agreement. Energy Trust recognizes that Host may be self-insured and/or have blanket coverage. Energy Trust will accept such self-insurance or blanket coverage as long as Host meets the levels of insurance required herein. Energy Trust may request proof of any of the required insurance coverages from LLC and/or Host at any time during the term, and LLC and/or Host shall promptly supply such proof.

16. **Environmental Attributes**

A. Energy Trust shall possess all ownership rights of one hundred percent (100%) the Environmental Attributes associated with the Solar Facility for the period calculated as beginning at 12:00:00 am (Pacific time zone) on the day after the second anniversary of the Commercial Operation Date and running for a time period ending at 11:59:59 pm (Pacific time zone) on the day before the twentieth anniversary of the Commercial Operation Date (the "Energy Trust Environmental Attribute Ownership Period"). LLC and Host understand and agree to the Environmental Attributes ownership arrangement as set forth herein and will fully comply with such ownership arrangement in consideration of the incentives provided pursuant to this Agreement. During the Energy Trust Environmental Attribute Ownership Period, LLC and Host will not (i) sell the Solar Facility's Environmental Attributes to any other party, or (ii) assert any claim to the Environmental Attributes or assert any claim that the Solar Facility possesses or is otherwise receiving or using the Environmental Attributes. Energy Trust may reassign its rights in the Environmental Attributes at any time.

B. During the Energy Trust Environmental Ownership Period, LLC will cooperate fully with Energy Trust to (i) register or otherwise perfect Energy Trust's rights in the Environmental Attributes, and (ii) report such rights. Within the 2 week time period following each anniversary of the Commercial Operation Date during the Energy Trust Environmental Attribute Ownership Period, the LLC will complete and submit to Energy Trust a ***Certification and Attestation Form for Environmental Attributes/Non-Energy Attributes*** (in substantially the form of the attached ***Schedule D***).

17. **Self-Direction**

If the Host Site uses 8,760,000 kWh (1 aMW) or more in electricity in a year, then Host may be eligible to "self-direct" the portion of the public purpose charge that Energy Trust receives. This means that the Energy Trust incentive will be subject to self-direction policy (*Eligibility of Self-Direct Businesses for Energy Trust Incentives*). Specifically:

A. Host shall not claim self-direction credits within the 36 months of the Commercial Operation Date and receive an Energy Trust incentive for the Solar Facility; and

B. Host shall not use any self-direction credits associated with its renewable public purpose charge at the Host Site for a minimum of 36 months from the Commercial Operation Date; and

C. If Host begins self-directing the renewable portion of its public purpose charge during this 36-month period, then Host must provide Energy Trust and LLC with not less than 60 days advance notice, and (ii) LLC shall promptly repay (in the form of a cashiers check payable to Energy Trust of Oregon, Inc.) a pro-rated amount of the incentive funding up to a maximum of 50% of the amount Energy Trust incentive paid, determined by the following formula:

0.5 times A times B, where A is total amount of incentives paid; and B is the fraction [36 minus the number of months elapsed since Commercial Operation Date], divided by 36.

D. If Host begins to self-direct under this Agreement and if that self-direction causes the LLC to incur repayment obligations under this Section, Host will indemnify and compensate LLC for such payment.

18. **Access and Evaluation**

A. **Energy Information Release.** Host authorizes Energy Trust to access the energy usage data for the Solar Facility's specified electric accounts at the Site. Host agrees to provide all other reasonable assistance to Energy Trust to obtain such information.

B. **Access and Evaluation.** Energy Trust conducts ongoing evaluations of its programs and projects to determine effectiveness. During the term of this Agreement, LLC and Host will provide Energy Trust and its representatives with access to the Solar Facility and to the Host Site in order to: (i) read or check on the operation of the meter(s); (ii) inspect and review the project during and after completion; and/or (iii) evaluate the operation of the Solar Facility. In addition, Energy Trust may contact LLC or Host from time to time via a telephone call, mail or e-mail to request meter information directly from LLC or Host, and LLC and Host agree to provide Energy Trust meter information in response to Energy Trust's reasonable requests. Energy Trust shall follow the same access and security procedures as LLC, such being outlined in **Schedule A** herein.

19. **Indemnity**

LLC and Host, to the extent allowed by law and subject, with respect to Host to the limitations of the Oregon Tort Claims Act, agree that they will indemnify and hold harmless Energy Trust and its permitted successors, assigns, subsidiaries, directors, officers, members and employees (collectively, the "Energy Trust Indemnified Parties") from and against any and all actions, claims, losses, damages and expenses incurred by the Energy Trust Indemnified Parties arising from or out of the activities or conduct of LLC or Host. LLC and Host are excused from any indemnity obligation to the Energy Trust Indemnified Parties and are not required to reimburse or indemnify and Energy Trust Indemnified Party for any claim to the extent such claim is due to the negligence or willful misconduct of any Energy Trust Indemnified Party.

Energy Trust will indemnify, defend and hold harmless LLC and Host and their permitted successors and assigns, and their respective subsidiaries, directors, officers, members, shareholders and employees (collectively, the "LLC or Host Indemnified Parties") from and against any and all actions, claims, losses, damages and expenses incurred by the LLC or Host Indemnified Parties arising from or out of the activities or conduct of Energy Trust at the Premises. Energy Trust is excused from any indemnity obligation to the LLC or Host Indemnified Parties and is not required to reimburse or indemnify any LLC or Host Indemnified Party for any claim to the extent such claim is due to the negligence or willful misconduct of any LLC or Host Indemnified Party.

20. **Notice**

Any notice required or permitted to be given in writing under this Agreement shall be mailed by certified mail, postage prepaid, return receipt requested, or sent by overnight air courier service, or personally delivered to a representative of the receiving Party, or sent by email or facsimile (provided an identical notice is also sent simultaneously by mail, overnight courier, or personal deliver as otherwise provided in this **Section 20**). All such communications shall be mailed, sent or delivered, addressed to the Party from whom it is intended at the address set forth below:

If to Energy Trust:
 Energy Trust of Oregon, Inc.
 851 SW Sixth Avenue, Suite 1200
 Portland, Oregon 97204
 Attn: Director of Renewable Energy
 Phone: (503) 445-7609
 Facsimile: (503) 546-6862
 Email: peter@energytrust.org

If to LLC:
 Commercial Solar Ventures
 621 SW Alder #300
 Portland, Oregon 97205
 Attn: Sandra Walden
 (503) 241-2204
 Facsimile:
 Email: swalden@realcomassoc.com

If to LLC's successor-in-interest:
 Bonneville Environmental Foundation
 240 SW First Ave.
 Portland, OR 97204
 Attn: Angus Duncan
 (503) 248-1905
 Facsimile: (503) 248-1908
 Email: angusduncan@b-e-f.org

If to Host:
 City of Portland Water Bureau
 1120 SW 5th Avenue, Room 600
 Portland, OR 97204
 Attn: Tom Klutz
 (503) 823-7503
 Facsimile: (503) 823-4500
 Email: tklutz@water.ci.portland.or.us

21. **Miscellaneous**

A. Severability. If any provision of this agreement or the application of any such provision to a party or circumstances shall be determined by any court of competent jurisdiction to be invalid, illegal or unenforceable to any extent, the remainder of this agreement shall remain in full force and effect, unless such construction would be unreasonable.

B. Termination; Survival. Upon 60 days' written notice, Energy Trust may terminate this agreement in the event that the Grant Agreement with the OPUC is terminated. Unless stated otherwise in this agreement, regardless of whether or not the application is approved, the terms and conditions shall survive the completion of any incentive payments provided hereunder.

C. Headings; Counterparts; Non-Waiver. The headings in this agreement are for reference only and shall not affect the meaning, construction or interpretation of this agreement. This agreement may be executed in one or more counterparts, all of which taken together will constitute one and the same agreement. The failure or refusal of a party to enjoy any breach or violation of any provision of this agreement will not be a waiver of, consent to, or excuse for any other, different or subsequent breach or violation of the same or any other provision.

- D. Integration and Amendment.** This agreement supersedes all other agreements between the parties and contains their entire understanding as to its subject matter. No amendment to this agreement will be effective unless it is in writing and duly executed by authorized representatives of the parties. This agreement will not be varied, supplemented, qualified or interpreted by any prior course of dealing between the parties or by any usage of trade.
- E. No Third-Party Beneficiaries.** This agreement is made and entered into for the sole protection and legal benefit of the parties, and no other person shall be a direct or indirect legal beneficiary of, or have any direct or indirect cause of action or claim in connection with this agreement.
- F. Disclaimer of Warranties.** LLC and Host hereby acknowledge and agree that Energy Trust has not made any representations and has specifically DISCLAIMED any and all warranties, express or implied, with respect to the Solar Facility to be installed or the Trade Ally Contractor, including but not limited to Trade Ally Contractor's experience, qualification, or background, the amount of any energy savings or energy generation, if any, to be realized by Host from use of the Solar Facility, 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.
- G. Force Majeure.** Notwithstanding anything contained in this agreement to the contrary, neither party will be deemed liable or to be in default for any delay or failure in performance under this Agreement deemed to result from acts of God, acts of civil and military authority, acts of public enemy, war, or any like cause beyond the parties' reasonable control.
- H. Arbitration.** Any dispute or claim that arises out of or that relates to this Agreement, or to the interpretation or breach thereof, or to the existence, scope, or validity of this Agreement, an attempt may be made by the Parties to negotiate a solution to such dispute or claim. Following any unsuccessful attempt at negotiation, the Parties may use local mediation services to further attempt resolution of such dispute or claim. If neither negotiation nor mediation is successful, the Parties may attempt to resolve the dispute or claim using local arbitration services. If at all possible, these attempted dispute resolution strategies will be coupled with the Multnomah County Court System in the State of Oregon.
- I. Governing Law.** The agreement shall be exclusively governed by and construed in accordance with the laws of the state of Oregon, without regard to any conflicts of laws rules thereof.
- J. Hazardous Materials.** Energy Trust and its representatives shall have no responsibility for the discovery, presence, handling, removal, or disposal of or exposure of persons to hazardous materials of any kind in connection with Host's facility, including without limitation asbestos, asbestos products, PCBs, or other toxic substances, except to the extent that the presence, handling, removal, disposal or exposure of persons to such hazardous materials is caused by the negligent acts or omissions of Energy Trust committed on the Site. Without limiting Energy Trust's liability for its acts or omissions, Host and LLC will advise Energy Trust of the type and location of any hazardous materials known to be on the Site.
- K. Limitation of Liability.** Energy Trust's liability to LLC and Host is limited to recovery of amounts due for the incentive payment described and under no circumstances will Energy Trust be liable for any further amount whatsoever. While Energy Trust may provide incentive funding pursuant to this agreement, Energy Trust is not supervising the installation or performance of the Solar Facility, nor is Energy Trust responsible in any way for the completion of that work. In no event will Energy Trust be liable pursuant to this agreement, to LLC, Host or any third party for any damages, whether characterized as general, special, direct, indirect, punitive, consequential, or otherwise.
- L. 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.

M. Relationship of the Parties. Nothing in this agreement is intended to, nor shall be construed as creating a joint venture, partnership or similar arrangement between Energy Trust, LLC or Host, and no party shall be deemed, or hold itself out to be the agent of any other party.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed as of the day and year first above written.

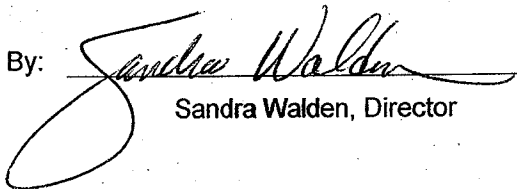
"ENERGY TRUST OF OREGON, INC."

SELLER: Commercial Solar Ventures

By: _____

Margie Harris, Executive Director

By: _____



Sandra Walden, Director

"CITY OF PORTLAND WATER BUREAU"

By: _____



Approved as to Form
by City Attorney:

Office of City Attorney

Schedule A
Solar Facility Description

The Solar Facility will consist of an approximately 267 kilowatt photovoltaic solar power system with an associated six panel thermal hot water system located on the newly constructed building ("Premises") located at 16400 NE Airport Way, Portland, Oregon, 97230 (the "Site").

1. **Site Name:** City of Portland Water Bureau
Groundwater Pump Station (GWPS)
2. **Site Address:** 16400 NE Airport Way, Portland, Oregon, 97230
3. **Site Legal Description:**

Site Description: City of Portland Water Bureau, Groundwater Pump Station, 16400 NE Airport Way, Portland, Oregon, 97230

Premises: Premises means all unpaved or unimproved portions of the property east of the groundwater pump station buildings located within the Site fencing in which the Solar Facility lies. (see also §9.7)

Solar Facility: means the Solar Facility located on the Premises. Please see this Schedule A section 6.

4. **Host emergency contact:**

Portland Water Bureau – Security – (503) 823-6084
5. **Energy Trust and LLC emergency contact:**

LLC Contact information

CSV contact: Sandra Walden – 503-241-5918

GWPS, LLC contact (if Agreement has been assigned to GWPS, LLC):

Bonneville Environmental Foundation - Main line: (503) 248-1905

Main contacts: Bryce Smith or Angus Duncan

Energy Trust Contact information

Receptionist: 503-493-8888

Fax: 503-546-6862

E-mail: info@energytrust.org

6. Solar Facility System Specifications and Description:

The 267 kilowatt Photovoltaic ground mounted system will be installed on 5 ft by 12 inch Chance Hubbell steel augers, with a UniRac U-LA supplied top structure. The solar panels, Evergreen 180 or equivalent, will be mounted in columns of 4, portrait mount, at a 20 degree tilt angle. The system consists of approximately 1900 linear feet of racking set up in 300 foot lengths on the areas shown in the diagram.

The system will use 2 ea 100 Kw PV Powered inverters mounted on a concrete pad next to the large array, and a single 30 kW inverter located at the array on the north fence.

The PGE meter will be installed near the inverters. The various meters owned by the Water Bureau at this location will be aggregated.

7. Authorized Personnel

Before accessing the Site, Employees, contractor or vendors of the Energy Trust or of the LLC shall complete the following City of Portland Bureau of Water Works forms: the "Facility Security Access Form – Contractor/Vendor/Cell Site" (section 15 herein) and the associated "Employees To Be Onsite" form (section 16 herein). These forms are to be completed and provided to Buyer (see Buyer's contact information in Section 10.2 to the Site License Agreement) at least 48 hours prior to the first requested access. Lists of authorized personnel for operations or construction may be maintained as described herein.

Energy Trust's and LLC's employees shall, at all times they are on the Property, carry valid photo identification and be prepared to provide this identification to Host's agents or employees on request. Host may require Energy Trust and LLC to provide any necessary background information on either party's employees, contractors or vendors that are on the Premises to satisfy Host's Site security concerns.

If it is necessary for the Energy Trust or LLC to change authorized personnel, such party shall submit a City of Portland Bureau of Water Works "Facility Security Access Form – Contractor/Vendor/Cell Site" (section 15 herein) and associated "Employees To Be Onsite" form (section 16 herein) at least 48 hours prior to the first requested access by the new personnel.

Emergency and Non-Emergency Access: Energy Trust and LLC shall maintain a list, of up to 10 people, who are authorized to access the Solar Facility. Personnel on this list shall be granted Emergency or Non-Emergency Access as outlined in this Exhibit A, section 8.

Construction Access: Energy Trust and LLC and its contractors or vendors shall complete a City of Portland Bureau of Water Works "Facility Security Access Form - Contractor/Vendor/Cell Site" (section 15 herein) and associated "Employees To Be Onsite" form at least 48 hours prior to the start of construction. A list including Energy Trust's and LLC's contractors' and vendors' personnel shall be kept up to date during the course of construction. Two members of the LLC's construction personnel may be identified for card access to the Site that will provide ingress and egress capability for construction personnel. These cards can not be transferred to others without Host's

knowledge and personnel allowed access to the Site shall have been approved, as described in this Schedule A, prior to being allowed in to the site.

8. Energy Trust's and LLC's Emergency and Non-Emergency Access Needs and Security Procedures: (see §§ 5.5, 5.7)

Seller's Activities Subject to Groundwater Pump Station Operations:

When the Water Bureau Groundwater Pump Station is in operation, the Energy Trust and LLC shall be aware that access may be limited or restricted due to activities at the Site or due to elevated security concerns. Deliveries related to operations of the Host may require adjustment of the use of the Premises on a temporary basis and will be coordinated in advance with the Energy Trust and LLC. Notification requirements may be adjusted to accommodate Pump Station facility operations.

"Non-Emergency Access" means any access needed by Energy Trust or LLC to the Premises for purposes other than Emergency Access. Non-Emergency Access includes but is not limited to routine maintenance and repairs, site visits, or any need which does not involve imminent risk of damage or injury to any Person or any Person's property and therefore does not require immediate access to the Premises by Energy Trust or LLC.

Notice for Non-Emergency Access: Energy Trust and LLC shall give at least twenty-four (24) hours prior written notice need for non-emergency access to Host's contact in Section 4 of this Schedule A. Request shall include the date and time access is needed and the personnel that will enter the site.

Procedures and Routes for Non-Emergency Access: Access to the site shall be through the primary entrance to the site off of NE Airport Way. Water Bureau security can provide ingress and egress support for authorized personnel.

Limitations on Energy Trust's and LLC's Non-Emergency Access:

Energy Trust and LLC shall, at all times, observe and abide by Host's access rules and regulations. An employee of Host may be present at all times that Energy Trust's or LLC's employees, agents, contractors and subcontractors are on Host's property.

"Emergency Access" means any need for immediate access to the Premises by Energy Trust or LLC because of a circumstance or situation involving the Solar Facility which creates an imminent risk of damage or injury to any Person or any Person's property if such risk involves the Solar Facility.

Notice for Emergency Access: LLC shall contact by telephone Host's Emergency contact specified in section 4 of this Schedule A. Within four (4) hours of such notice, if Host has not responded to the request for Emergency Access, LLC may access the Premises according to the

procedures and limitations outlined directly below. LLC shall follow the same Emergency Access procedures upon Host's notification to LLC of an emergency condition. If Energy Trust is the only party to observe such emergency condition, Energy Trust will take every measure to notify both LLC's and Host's emergency contact.

Procedures and Routes for Emergency Access: Access to the site shall be through the primary entrance to the site off of NE Airport Way. Water Bureau security can provide ingress and egress support for authorized personnel.

Limitations on 's Remedial Actions during Emergency Access: If Host has not responded to Energy Trust's or LLC's Emergency notice within four (4) hours of such notice, LLC may take prompt action to remedy the emergency. Such action by LLC may include disconnecting and removing all or a portion of the Solar Facility, or suspending the supply of Energy to the Host. If the Solar Facility is to be removed, the LLC will comply with the same conditions and requirements which apply to a removal of the Solar Facility at the expiration of the Term of the Site License Agreement (§11.9) between LLC and Host for the Solar Facility located at the East Portland Community Center. If the cause of the threat relates to the Solar Facility itself, such remedial action will be at LLC's sole cost and expense. If the cause of the threat is unrelated to the Solar Facility, such reasonable remedial action will be at Host's sole cost and expense.

9. Procedures for Access during Solar Facility Construction (see §8.2).

The LLC shall identify authorized personnel who shall have access to the site during the course of construction as identified in Section 7 of this Schedule A. The LLC shall provide the Host with written notification of intended activities and personnel on site, either by providing a schedule of known activities and permanent employees, or, in the event of unscheduled activities or the presence of other than permanent employees, by verbal communication prior to said activity or presence.

LLC's employees shall, at all times they are on the Property, carry valid photo identification and be prepared to provide this identification to Host's agents or employees on request. Host may require LLC to provide any necessary background information on LLC's employees, contractors or vendors that are on the Premises to satisfy Host's Site security concerns.

10. Temporary Storage Space and Parking (see §6.13)

Temporary storage space and parking shall be incorporated in the Premises. LLC shall provide details of temporary storage and parking areas and needs for review by the Host. If temporary storage and parking can not be accommodated on the Premises the Host will review requests for additional temporary space and will make commercially reasonable efforts to provide sufficient space.

11. Portland Water Bureau Public Site Visit Request Procedure

Portland Water Bureau
Public Site Visit Request Procedure

The Portland Water Bureau provides limited public site visits at Bureau facilities. All site visits must be requested and coordinated through a Water Bureau sponsor or in the case of VIP's, international visitors or the media, the Public Information Officer.

Approval must be obtained a minimum of 48 hours (two working days) prior to the requested visit date. The following procedure should be followed to request a site visit at a Bureau facility:

For visits to any Water Bureau facility:

1. Provide the name of the group, address and contact phone number of the group or group representative, the name of the facility for which the visit is being requested along with the date and time of the visit utilizing to the Water Bureau's Security Section by completing a *Facility Security Access Form-Visitor* and a *Group Visitor Identification Form*.

For High Security Facilities only:

VIP's, international visitors and members of the media must cContact the Public Information

Officer (Ed Campbell) at (503) 823-2794. All other visitors are to Site visits may also be make arrangements through a designated Water Bureau sponsor, who, when deemed necessary, will communicate with the Public Information Officer, and Security Dispatch at (503) 823-6084.

At the time of the visit, all attendees will be asked to:

1. Provide first and last name, address, and phone number to the sponsor or Bureau guide. Adult visitors will be asked to show the sponsor or Bureau guide valid photo identification.
2. Remain under constant supervision during the visit.
3. Secure all doors to facilities upon entry and exit.
4. Remain in or at facilities for only the time designated in the visit request.

12. Facility Security Access Form-Visitor Information & Instructions**FACILITY SECURITY ACCESS FORM-VISITOR
INFORMATION & INSTRUCTIONS**

- To request access to Water Bureau sites/facilities, contact an authorized Water Bureau sponsor.
- NOTE:** For access to "High Security Facilities," all individuals will be asked to provide full name, address and phone number to the sponsor. Additionally, adults will be asked to show valid photo identification.
- Check the appropriate box (Individual or Group) and indicate number of persons requesting access to the site/facility.

SECTION 1 – VISITOR INFORMATION

- Check the appropriate box (*Individual or Group*) and indicate the number of attendees.
- Enter the name, address and contact information of the individual requesting access or, if a group request, the name of the group representative.
- For group access, complete and attach a "*City of Portland Bureau of Water Works Group Visitor Identification Information*" form.

SECTION 2 – FACILITY INFORMATION

- Enter the name and address (if available) of the facility or location to be accessed.
- Enter the date of the requested access and the times of anticipated arrival and departure.
- Describe the reason for requesting access.
- Describe any special equipment or training needed for making access.
- Enter the name of the Water Bureau member participating in the access.
- Describe any additional information as deemed necessary.

SECTION 3 – WATER BUREAU EMPLOYEE SPONSOR INFORMATION

- Enter the name and contact information of the Water Bureau employee sponsoring the access.
- Enter the date the request was forwarded to the Water Bureau Security Section. (Fax 823-6078)

SECTION 4 – WATER BUREAU SECURITY SECTION USE ONLY

- Enter the name of the Water Bureau Security Section person reviewing the access.
- Enter the date and time the access was reviewed.
- Enter the name and date, if appropriate, that the *facility/site manager or supervisor* of the location to be accessed was notified.
- Enter the name and date *Water Control Center* personnel were notified.
- If the Bull Run Watershed is to be accessed, enter the name and date *Headwork's* personnel were notified.
- Other notifications as appropriate:

13. City of Portland Bureau of Water Works Facility Security Access Form - Visitor

CITY OF PORTLAND BUREAU OF WATER WORKS

FACILITY SECURITY ACCESS FORM - VISITOR

INDIVIDUAL

GROUP _____ NUMBER OF ATTENDEES _____

FOR GROUP ONLY: Complete and submit a **GROUP VISITOR IDENTIFICATION INFORMATION** form also.

SECTION 1 – VISITOR INFORMATION		
Name of Person or Group Representative:		
Company / Group / Agency:		
Address:		
City:	State:	Zip:
Phone #:	Cell Phone #:	

SECTION 2 – FACILITY INFORMATION		
Facility / Location to be visited:		
Address (if available):		
Date of visit:	Estimated time of arrival:	Estimated time of departure:
Reason for Visit:		
Special equipment or training needed:		
Name of Water Bureau staff escort:		
Notes:		

SECTION 3 – WATER BUREAU EMPLOYEE SPONSOR INFORMATION	
Print Name:	Title & Section:
Authorized By (Signature):	Phone #:
Date request forwarded to Water Bureau Security:	
Name of Water Bureau Security staff contacted:	

SECTION 4 – WATER BUREAU SECURITY USE ONLY	
Access reviewed by (print name):	Title:
Signature:	Phone #:
Date:	Time:
Interstate or Portland Building receptionist notified:	Date:
Facility manager or supervisor notified:	Date:
Water Control Center Operator notified:	Date:
Headworks Operator notified (For Bull Run Access):	Date:
Other notifications as appropriate:	Date:

Revised: 07/01/05

14. City of Portland Bureau of Water Works Group – Visitor Identification Information

CITY OF PORTLAND BUREAU OF WATER WORKS
GROUP - VISITOR IDENTIFICATION INFORMATION

Location: _____ Date: _____ Group Name: _____

WB Employee Sponsor: _____ (name) _____ (phone number)

	Last	First	M.I.	Address	City	State	Zip	Phone #
1								
2								
3								
4								
5								
6								
7								
8								
9								
10								
11								
12								
13								
14								
15								
16								
17								
18								
19								
20								

**15. City of Portland Bureau of Water Works Facility Security Access Form –
Contractor/Vendor/Cell Site**

**CITY OF PORTLAND BUREAU OF WATER WORKS
FACILITY SECURITY ACCESS FORM -
CONTRACTOR / VENDOR / CELL SITE**

Complete an "Employees To Be On Site" Form (Exhibit A, §16 below)

CONTRACTOR USE ONLY			
Name of Company:			
Company Address:			Suite:
City:	State:	Zip:	
Company Phone #:		Fax #:	
Portland Business License #:			
Site / Facility To Be Accessed:			
Site Address:			
Date(s) of Work:			
Work To Be Performed:			
Authorized Signature:			Date:
City Contact Arranging For The Contract:			Phone #:

CITY OF PORTLAND SPONSOR USE ONLY	
Print Name & Title:	Phone #:
Sponsor Approval Date:	

WATER BUREAU SECURITY USE ONLY			
Access reviewed by (print name):		Title:	
Signature:		Phone #:	
Date:	Time:		
Interstate or Portland Building receptionist notified:			Date:
Facility manager or supervisor notified:			Date:
Water Control Center Operator notified:			Date:
Headworks Operator notified (For Bull Run Access):			Date:

Revised: 07/01/05

CELL SITE PERSONNEL MUST CALL THE SECURITY DISPATCH AT (503) 823-6084 PRIOR TO ENTERING AND UPON EXITING A SITE.

16. City of Portland Bureau of Water Works – Contractor/Vendor/Cell Site

CITY OF PORTLAND BUREAU OF WATER WORKS

CONTRACTOR / VENDOR / CELL SITEEMPLOYEES TO BE ON SITE Form

No.	Last	First	M. I.	Contact Phone #
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				
14				
15				
16				
17				
18				
19				
20				
21				
22				
23				
24				
25				

182284

Schedule B – Intentionally Omitted

Schedule C: SUN CHART



Sustainable Solutions Unlimited LLC
Solar Site Analysis Report

1

Image File Pathfinder_03.jpg

Solar Obstruction Data

Month	Actual Solar Rad w/ Shading Azimuth=180.0 Tilt=32.0 KWH/m ² /day	CSI-EPBB Shading Derate Factor (%)	Actual AC Power (KWH) w/ shading Azimuth=180.0 Tilt=32.0
January	0.03	1.00%	13.00
February	1.56	63.00%	1914.46
March	3.62	99.00%	4982.40
April	4.48	100.00%	5631.00
May	5.63	100.00%	7186.00
June	5.74	100.00%	6925.00
July	6.45	100.00%	7907.00
August	5.76	100.00%	7043.00
September	4.94	100.00%	5886.50
October	3.27	91.00%	4219.33
November	0.20	11.00%	231.78
December	0.01	0.00%	0.00
Totals	-	98.38%	51939.47

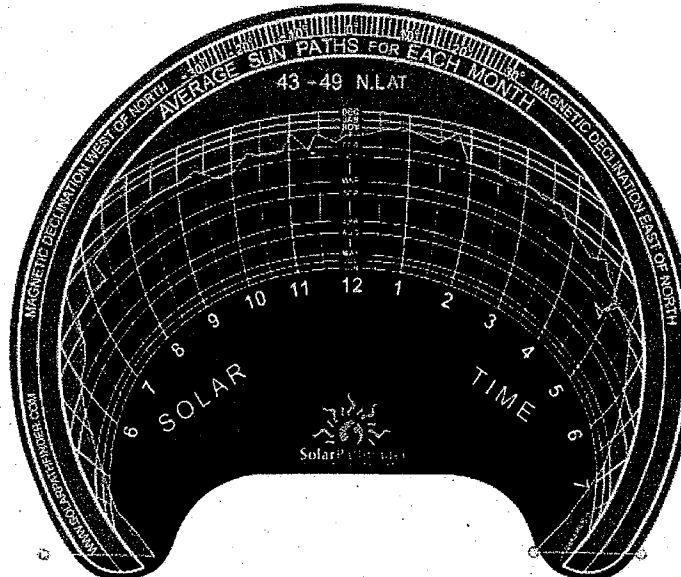
Effect: 86.98% May-Oct Avg
Sun Hrs: 3.49

Azimuth/Altitude Data

Azimuth / Altitude (degrees) where North = 0 degrees

55	3.5	100	7.5	145	28.5	190	25.0	235	14.0	280	4.5
60 (ENE)	4.5	105	12.0	150 (SSE)	27.5	195	23.0	240 (WSW)	13.5	285	4.5
65	6.0	110	8.0	155	27.5	200	23.5	245	12.5	290	5.0
70	7.0	115	10.0	160	29.0	205	23.0	250	9.0	295	5.5
75	7.0	120 (ESE)	12.5	165	26.0	210 (SSW)	21.0	255	7.0	300 (WNW)	6.5
80	7.0	125	15.0	170	30.5	215	24.0	260	14.5	305	7.0
85	7.5	130	17.5	175	29.0	220	22.0	265	3.5		
90 (E)	9.5	135 (SE)	20.5	180 (S)	28.0	225 (SW)	21.5	270 (W)	3.5		
95	7.0	140	23.0	185	27.5	230	17.5	275	4.0		

Notes: Pathfinder Photo#3



Schedule D

Certification and Attestation Form for Environmental Attributes/Non-Energy Attributes

This certification and attestation is a part of the reporting requirements that you agreed to when you executed an agreement with the Energy Trust of Oregon, Inc. to receive incentive funding for your renewable energy generating system (the Agreement). In order for Energy Trust to record how many Environmental Attributes (also referred to in some Agreements as Non-Energy Attributes) were generated by your System, you must complete and return this form to Energy Trust in accordance with the schedule required by your Agreement with Energy Trust. Capitalized terms used herein are defined terms that have the specific meaning assigned to them in the Agreement.

Please complete and return this form to the attention of Energy Trust's Renewable Energy Program Coordinator. If you have any questions, please contact us at (503) 459-4075.

PARTICIPANT INFORMATION

Site Owner/ Host
Name

System Owner Name: (if different than Site Owner name above):

Site Address (System location)	City	State	Zip
Contact Person:	Title:		
Telephone	<input type="checkbox"/> office <input type="checkbox"/> cellular	Email Address:	

SYSTEM INFORMATION

System Commercial
Operation Date (per
Agreement)

Current System Meter
Reading

Date

Last System Meter
Reading

Date

Difference: (Please insert this number in the appropriate blanks below. Energy Trust may request additional documentation to verify reported generation information.)

DECLARATION

I hereby declare that the meter readings set forth herein are true and accurate and therefore indicate that (**indicate quantity**) kilowatt hours of Environmental Attributes/Non-Energy

Attributes were produced by the System from (**date**) to (**date**) . This amount of Environmental Attributes/Non-Energy Attributes represents all of the Environmental Attributes/Non-Energy Attributes produced by the System during this period.

I further declare that all of the Environmental Attributes/Non-Energy Attributes that are the subject of this attestation:

- (1) were transferred exclusively to Energy Trust pursuant to the aforementioned Agreement;
- (2) were not sold, marketed, or otherwise claimed by a third party;
- (3) were transferred once and only once to Energy Trust; and
- (4) the electricity that was generated with the Environmental Attributes/Non-Energy Attributes was not separately sold, marketed or otherwise separately represented as renewable energy and was not used to meet any federal, state or local renewable energy requirement, renewable energy procurement, renewable portfolio standard, or other renewable energy mandate.

By my signature below, I hereby certify that I am properly authorized to sign this form and attest that the information provided on this form is true and correct to the best of my knowledge and belief.

Printed
Name

Title

Signature

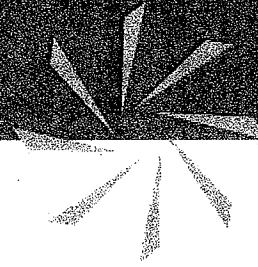
Date

Schedule E: Party and Party-Affiliate Logos



bonneville environmental foundation

Section Three: Logo



Placement

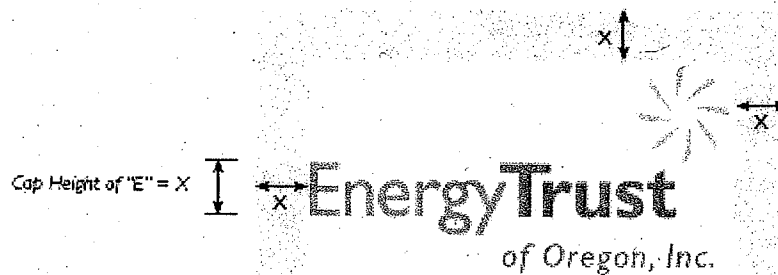
Energy Trust's brand identity is used across a wide range of mediums and in a variety of visual situations. To maintain a consistent presentation, the placement of the brand identity becomes an important consideration.

Area of Isolation

A minimum amount of space should surround the brand identity at all times. This "area of isolation" is determined by the size of the cap "E" of the logotype. Please note that this is the minimum amount of clear space, and that there can always be more space surrounding the logo.

Location on Page

The preferred placement of Energy Trust's logo is in the upper or lower right corner.



Logo Formats

The Logo

Energy Trust's logo consists of an image and type. For a consistent look, the relationship between these two elements is fixed and never changes. The logo should not be reduced to the point where the text is unreadable.

Logo Formats:

Use an EPS or TIF format for:

- Print pieces (such as brochures, direct mail, flyers, etc.)
- Print advertising
- Television media

Use a JPEG format for:

- Microsoft Word and Excel documents
- Microsoft PowerPoint presentations

Use a JPEG or GIF format for:

- Web pages

Resizing the Logo on Your Computer

When a JPEG or GIF logo is inserted or placed into a document, it should not be enlarged as the edges will print out ragged. Instead, use a TIF or EPS* logo.

Inserting an EPS or TIF Logo in a Microsoft Document

1. Place the flashing cursor at the point in the document where you want the logo to be.
2. Choose "Insert" at the top menu bar.
3. Click on "Picture" then "From file." A window will open and you can then navigate to pick the logo you need.
4. Choose the logo, then click on "Insert."

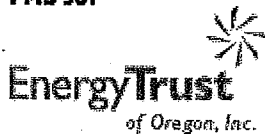
Note: When adjusting the logo size, remember to hold down the shift key and drag only the corner "handles" of the image so that the proportions are maintained. The logo prints out best when reduced.

**The background of the EPS logo will be transparent. However, only some software will accept this type of file.*

Alternate Logo Versions

When the color version of the Energy Trust logo cannot be used, the following alternative versions are available. Please note that Energy Trust's logo cannot be used in any other colors or combinations of colors not presented in these guidelines.

One Color:
PMS 301



White:

Reversed, or "knocked out," of solid background



Black:



White with yellow bursts:

Reversed, or "knocked out," of solid background



Note: This blue background used here is to show the white logo. The version of the logo is used when the background of your image is dark and the full color logo cannot be used.

Type Treatment

Occasionally, unique circumstances will not allow for use of Energy Trust's logo. This may include sponsorships, documents or other non-traditional creative pieces. In these instances, please use the type treatment. Use of type treatment must be approved by Energy Trust.

Type Treatment with "Inc."

Energy Trust of Oregon, Inc.

Energy Trust of Oregon, Inc.

Energy Trust of Oregon, Inc.

Type Treatment without "Inc."

Energy Trust of Oregon

Energy Trust of Oregon

Energy Trust of Oregon

Primary Identity Color Palette

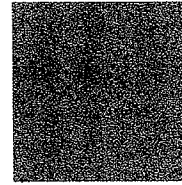
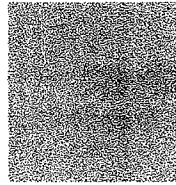
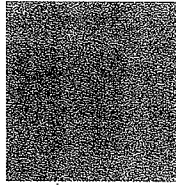
Energy Trust's palette is driven by the vibrancy and positive nature of the organization. The colors specified below are used in combination to create "families" of communication elements.

Color Terms

PMS (Pantone® Matching System) colors are a standardized palette of ink colors that are mixed using formulas to match Pantone numbers. Pantone colors are generally used in printing 1-color, 2-color or 3-color materials.

CMYK colors are also referred to as "process colors" and are created by "building" colors using screens in the 4-color printing process. Use these CMYK formulas to match the Energy Trust colors.

RGB colors are Web-safe colors that most closely match the Energy Trust brand colors across all computer platforms and monitors.



**PMS – Coated, Uncoated
and Tree-free Paper:**

PMS 311

PMS 1235

PMS 301

CMYK:

63c 0m 13y 0k

0c 29m 91y 0k*

100c 45m 0y 18k

RGB/Web Safe:

66CCFF

FFCC33

003399

RGB/Microsoft:

65r 196g 220b

253r 187g 48b

0r 101g 164b

*For best results and consistency, 4-color process is not recommended for this color. Print 4-color + one PMS whenever possible.

City of Portland Water Bureau (Buyer) Logo

About the Logo

The Water Bureau logo is comprised of four elements: the Benson Bubbler, the logo type (Bureau Name), the naturescape (forest, mountain, moon/sun), and the slogan ("From Forest to Faucet").

Attention has been given to the treatment and spacing of each element, therefore all components must be used together as one graphic unit.

Two versions of the logo have been created: the primary logo and a horizontal version. Practicality and appropriateness determine which version is used. Whenever possible, use the primary logo. Both versions of the logo are available in color, blue, grayscale, and black & white.

The logo must be used in accordance with the standards contained in this manual. It is available in the following file formats: EPS, TIFF, and JPG.

This official logo is the only one to be used on Portland Water Bureau materials, including publications, signage, apparel, documents and other official materials.

Primary Logo



Horizontal Logo



Correct Usage of the Logo

Care and thought has been put into the logo details: size relationships, weights, letter spacing, colors, etc.

Do not reset the type or modify any of the logo elements. Elements of the logo should never be re-sized independently, but together as one graphic unit, which includes all text, the nature scene, and the Benson Hubbler icon.

Approved logo files may be obtained on the Water Bureau Intranet site.

Logo Basics

You may enlarge or reduce the logo, but do not alter the relationship between the elements, and do not recreate the logo. Use the official logo only.

The Benson Hubbler may not be used alone.

The logo will look best on a white background.



Do not rotate



Do not change or delete slogan
"From Forest to Faucet"



Do not add special effects such as
drop shadows



Do not stretch



Engineering Division

Do not customize with words
Note: Phase Two of the "Graphic Standards Manual" will contain guidelines for Division Identifications



Do not invert or reverse logo



Do not change colors of logo

182284

Official Portland Water Bureau Slogan

Full Version

"From forest to faucet, the Portland Water Bureau delivers the best drinking water in the world."

Short Version

"From forest to faucet"

Schedule F: Energy Trust's Solar Electric Program Guide and Solar Electric System Requirements