

Form 710E
Project Enrollment Application
Small Wind Program—Project Development Assistance Incentives



To be completed by Project Proponent

Energy Trust provides incentive funding for new small wind projects that will benefit Pacific Power and Portland General Electric (PGE) ratepayers in the State of Oregon. To help project proponents during early project development phases, Energy Trust is making a pool of "Project Development Assistance" incentive funding available. We will provide eligible enrolled small wind project proponents with incentive funding to help with certain project development activities. The maximum funding amounts are as follows.

Proposed Project Size	Maximum Incentive Amount
<= 4 kW	\$2,000
>4 kW and <= 20 kW	\$5,000
> 20 kW and <= 100 kW	\$10,000

Enrollment Process

To apply, complete and submit this **Project Enrollment Application (Form 710E)** to Energy Trust at smallwind@energytrust.org. After receipt of the application, we may contact you to discuss the potential project in more detail or request additional information.

If the potential small wind project meets Energy Trust's eligibility requirements, Energy Trust will notify Project Proponent of its approved Project ID#, via an e-mailed **Project Enrollment Approval Notice**. Final determination of eligibility rests solely with Energy Trust. Only projects with such a Project ID# may apply for these Energy Trust incentives. Project ID#s can not be assigned or transferred. Developers pursuing multiple projects will need to file an enrollment application **Form 710E** for each project.

Requesting Incentives for Small Wind Project Development Activities

Once a Project ID# has been assigned, Project Proponent can request incentive funding for specific project development activities for the enrolled project up to the maximum listed above, subject to budget availability. In no case will Energy Trust ever provide more than 50% of the cost of an activity. For each request, you will submit a **Request for Funding (Form 730RF)** along with all required accompanying documentation. Project enrollment will expire automatically at the end of 2 years from Energy Trust's approval date, unless Energy Trust grants an extension.

Requests for Funding may be made at any point during the enrollment period, and may be made over time. For example:

- You could choose to submit one request for up to the maximum listed above in incentives towards one feasibility study (not to exceed 50% of the study's total cost) for the enrolled project, or
- For an enrolled 100 kW project, for example, you could submit one request for \$5,000 for a feasibility study (not to exceed 50% of the cost) and one request for \$2,500 for grant-writing application assistance (not to exceed 50% of the cost).

Each request must be approved by Energy Trust and we reserve the right to negotiate or deny any request.

Energy Trust will notify Project Proponent via e-mail of its decision to approve or deny each specific **Request for Funding**. Only approved requests will be eligible for the Energy Trust incentives, and amounts reserved by Energy Trust may differ from the amounts requested. Final payment will be based on cost information provided upon completion; however, in no case will Energy Trust ever be obligated to pay more than the incentive amount it approves for reservation.

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Project Proponent & Contact Information

(Project Proponent information will be used for incentive payment purposes and must match Project Proponent's W-9.)

Project Proponent Name		Title	
Telephone	<input type="checkbox"/> office <input type="checkbox"/> cellular	Primary Contact Email	
Legal Company Name <i>(must match W-9)</i>			
W-9 Address	City	State	Zip
Firm Name			
Address	City	State	Zip

Project Information

Project Name			
Site Address	City	State	Zip
Site Coordinates <i>(in decimal degrees)</i>	Latitude:	Longitude:	Property Size Acre(s)
Average annual wind speed <i>(verified by Energy Trust)</i>		at 30 m	meters/second
Project Size <i>(Must be 100 kW or less)</i>			
<input type="checkbox"/> <= 4 kW		<input type="checkbox"/> > 4 kW and <= 20 kW	
		<input type="checkbox"/> > 20 kW and <= 100 kW	

Project Questionnaire

Project expects energy to be delivered to or used to reduce the electric load of:	<input type="checkbox"/> Pacific Power <input type="checkbox"/> Portland General Electric	The Project will:	<input type="checkbox"/> Be Net Metered <input type="checkbox"/> Produce power solely for on site consumption <input type="checkbox"/> Produce power solely for sale to the utility
Is Project site certified with ODOE as eligible, or planning to self-direct ?	<input type="checkbox"/> Yes/Uncertain* <input type="checkbox"/> No	Expected Site Ownership	<input type="checkbox"/> Owned by Project Proponent <input type="checkbox"/> Government Owned <input type="checkbox"/> Leased <input type="checkbox"/> Uncertain

* If you intend to self-direct the renewables portion of your public purpose charge at the project site during the 36 months following receipt of any Energy Trust project development assistance incentive funds provided hereunder, **you are not eligible to submit a Form 710E** for your project and you should contact Energy Trust to inquire about any incentives that may be available for your project (see Additional Terms and Conditions for more information).

Required Attachments

- Project Description – Please provide us with a brief description of the potential project, including key aspects and detailing the progress and development activities to date. If you have completed any relevant studies or have other helpful information, please attach that as well.
- Completed **IRS Form W-9** or **Energy Trust Substitute W-9** for Project Proponent

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Additional Terms and Conditions

By applying to enroll, you agree that this **Project Enrollment Application (Form 710E)** is being submitted to Energy Trust as Project Proponent's application and will constitute an agreement IF AND ONLY IF Energy Trust approves enrollment via a written **Project Development Enrollment Approval** providing Project Proponent with a Project ID#. If the project is approved for enrollment, Project Proponent hereby agrees to abide by each of the following terms and conditions:

1. Applying for Incentives. Project Proponent (Project Proponent includes Project Proponent's legal assigns and successors in interest) must submit a completed and signed **Request for Funding (Form 730RF)** with all required accompanying documentation. If Energy Trust approves a specific **Request for Funding**, Project Proponent will be notified of its incentive reservation amount and deadline for completion in writing. Approval or denial of a specific **Request for Funding** shall always rest solely with Energy Trust. Project Proponent is advised to retain a copy of all materials submitted to Energy Trust, and Energy Trust will not be responsible for lost documentation pertaining to Project Proponent's application(s).

2. Maximum Incentive Amount. The maximum total amount of project development incentives that an enrolled Project Proponent will be eligible to apply for in connection with a specific Project ID# will be \$2,000 for projects <= 4 kW, \$5,000 for projects > 4 kW and <= 20 kW, and \$10,000 for projects > 20 kW and <= 100 kW. Energy Trust will never pay more than 50% of the cost of any approved project development assistance activity. Energy Trust incentive funding is limited and details for this program, including incentives, are subject to change without prior notice.

3. Completion Documentation Required for Payment. Energy Trust's payment of reserved incentives is conditioned upon the enrolled Project Proponent providing Energy Trust with a **Completion Certification (Form 740C)** with all required accompanying completion documentation. See **Form 740C** for completion documentation requirements for each specific project development activity. Please allow 45 days from Energy Trust's receipt of all required information for incentive payment processing. Failure to provide all required information may result in delay or withholding of payment.

4. Repayment of Energy Trust Incentives. To be eligible for Energy Trust incentive funding, a project must either be located in PGE or Pacific Power service territory or be examining the possibility of selling power to one of those utilities. If, after receiving an Energy Trust incentive under this agreement, Project Proponent moves forward with its small wind project, but sells power to a non-Energy Trust utility, Energy Trust may require Project Proponent to repay to Energy Trust an amount of money equal to the incentive funds provided.

5. Use of Information; Information Release. In connection with Energy Trust's review of Project Proponent's potential small wind project ONLY, Project Proponent agrees that Energy Trust may reproduce, distribute, or otherwise use the project information collected or prepared as part of any approved **Request for Funding**. Project Proponent understands and agrees that such a review by Energy Trust may include certain authorized consultants that have signed confidentiality agreements with Energy Trust. Project Proponent further agrees that Energy Trust may use those sections of the project information provided to Energy Trust which are not specifically identified in writing by Project Proponent as confidential and proprietary in its renewable energy programs generally. Project Proponent agrees that Energy Trust may include Project Proponent's name, small wind project description, and the amount of any development assistance incentives provided 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.

6. Tax Liability. Energy Trust is not responsible for any tax liability which may be imposed on Project Proponent as a result of payment of any funds hereunder. 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.

7. Self Direction Status. The project development incentive funding provided under this agreement is subject to Energy Trust's self-direction policy. By submitting this **Form 710E**, Project Proponent represents and warrants to Energy Trust that the renewable portion of the project site's utility bill will not be self-directed during the 36 months following Project Proponent's receipt of any incentive funds provided hereunder. If Project Proponent self-directs the renewables public purpose charge during that 36-month time period, Project Proponent must notify Energy Trust immediately and understands and agrees to repay Energy Trust up to 50% of the total amount of incentive funding provided consistent with Energy Trust's self-direction policy.

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8. Disclaimer/Limitation of Liability. Project Proponent understands and agrees that, while Energy Trust may provide incentive funding for project development assistance, Energy Trust is not supervising work performed for the Project Proponent nor is Energy Trust liable in any way for proper completion of that work or proper performance of any equipment purchased. Energy Trust is simply providing incentive funding to assist the Project Proponent in identifying and implementing project development activities in support of its potential small wind project. **Energy Trust's liability to Project Proponent is limited to recovery of amounts due for any incentive payments due and under no circumstances will Energy Trust be liable for any further amount whatsoever. In no event will Energy Trust be liable pursuant to this agreement to Project Proponent or to any third party for any damages, whether characterized as general, special, direct, indirect, punitive, consequential or otherwise.**

9. Assignment; Termination; Survival. Energy Trust may, at any time, assign its rights under this agreement to a third party when requested to do so by the OPUC under its grant agreement. Upon sixty (60) days written notice, Energy Trust may terminate this agreement in the event that the OPUC grant agreement is terminated. Unless stated otherwise in this document, regardless of whether or not this application is approved, these terms and conditions shall survive the completion of any incentive payments provided hereunder.

10. Fax/Scanned Signatures. Original signed documents transmitted by facsimile, or scanned and attached to electronic mail, shall be the same as delivery of the original signed document. At the request of Energy Trust, Project Proponent shall confirm documents with a facsimile or scanned signature by providing an original document.

11. No Obligation. Project Proponent understands that Energy Trust's approval of any project development assistance incentives does not imply any commitment by Energy Trust to provide any additional funding to Project Proponent for any resulting small wind project or any other energy project. Any decision to fund any energy project would require that Project Proponent apply through the Energy Trust's standard programs and would require review and authorizations in accordance with Energy Trust's established programs and processes. Among other factors, any such authorizations would depend on available funding. This agreement is made and entered into for the sole purpose and legal benefit of Energy Trust and Project Proponent, 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.

12. Governing Law. Project Proponent agrees that any disputes arising in connection with this agreement will be governed by Oregon law, without reference to its principles of conflict of law.

13. No Endorsement. Energy Trust and/or its representatives do not endorse any particular manufacturer, contractor, equipment, or system design in promoting this incentive program. The fact that the names of particular manufacturers, contractors, equipment or systems may appear on this application or in related documents does not constitute an endorsement. Manufacturers, contractors, equipment, or systems not mentioned are not implied to be unsuitable or defective in any way.

Signature *(required)*

By my signature below, I represent and warrant to Energy Trust that I am authorized to sign this form on behalf of Project Proponent and that the information provided herein is true and correct to the best of my knowledge.		
Printed Name	Signature	Date
Title	Company	

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