

Form 520TA
Technical Assistance Application
Business Energy Solutions – New Buildings



For Program Use Only OM: Project ID: FT ID:
 Portland Energy Conservation, Inc. (PECI) is a Program Management Contractor (PMC) for Energy Trust of Oregon, Inc.

Program forms to be completed by Project Owner or authorized representative. Must be signed and returned to New Buildings program (Program).

Submission Instructions

A signed copy of the **Project Enrollment: Form 510E** must accompany or precede this form. A signed copy of this **Form 520TA** must be submitted to the Program along with all required accompanying documentation.

Project & Contact Information

PROJECT INFORMATION *(Dates are required and can be actual or estimated.)*

Building/Project Name	Project ID <i>(if known)</i>	Date of Permit	Construction Start Date	Const. Completion Date
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PRIMARY PROJECT CONTACT

Project Contact Name	Firm Name	Phone	Email
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TECHNICAL ASSISTANCE ANALYST

Analyst Name	Title	Phone	Email
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Firm Name	Address	City	State	Zip
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PROGRAM TRACK

Standard Custom

Standard Track Technical Assistance Application

APPLICATION REQUIREMENTS

Standard track incentives are for specific pieces of equipment that meet Program determined efficiency levels as described in the **Standard Track Workbook: Form 520S**. If a Standard track project's total potential incentive is estimated to be \$5,000 or greater, the Project Owner is eligible to apply to receive a fixed amount of \$500 in technical assistance incentive funding. The incentive funding is to aid with the completion and submission of a **Standard Track Workbook: Form 520S**, along with all supplementary documentation such as equipment manufacturers' specification cut sheets, to the Program. Standard track technical assistance incentive funds will be deducted from any final incentive amount allocated to the project. The Project Owner's signed and completed W-9 must be submitted before Technical assistance incentive payment.

ESTIMATED ASSISTANCE SUMMARY *(use Form 520S as a reference for incentive estimates)*

Energy Measures being Considered	Early Estimate of Incentive Dollars
Lighting	
Motors	
Air Conditioning	
Heat Pumps	
Air-to-Air Heat Exchangers	
Chillers	
Demand Control Ventilation	
Variable Frequency Drives	
Natural Gas Equipment	
Multifamily & Lodging	
Grocery & Foodservice	
Ice Machines	
Savings Total	

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Custom Track Technical Assistance Application

ENERGY STUDY SUMMARY

Technical assistance incentive funding must be used to develop and deliver a detailed technical energy efficiency analysis for the project to the Program.

Study Type	Not-To-Exceed Cost of Study	Study Start Date	Study Completion Date	Early Gross Estimate of Annual Energy Savings*	
				kWh	Therm

**This value should reflect a conservative estimate of the total energy savings expected from any measures that the Project Owner is likely to install.*

TECHNICAL ASSISTANCE INCENTIVE CALCULATION

The technical assistance incentive for Custom track projects shall be calculated as follows:

- The Program will review the project's energy study costs and savings estimates as set forth in this **Form 520TA** and the accompanying Proposed Energy Analysis Plan.
- If the Program approves this application, then it will reserve an estimated incentive amount for the project for a maximum of 2 months beyond the latest construction completion date listed in any attached and approved Proposed Energy Analysis Plan.
- The actual incentive amount payable by Energy Trust to Project Owner for the technical assistance will be determined by the Program based on a review of the project's energy study costs and the estimated energy savings set forth in the **Payment Request: Form 540PR** and accompanying energy studies.
- The Program will use the approved **Form 540PR** energy savings estimates to calculate the Energy Trust incentive, at \$0.05 per kWh and \$0.40 per therm, up to a maximum of \$25,000. Energy Trust will not pay more than the total energy study costs in any case.
- Any technical assistance incentive funds received for the project will not be subtracted from any final incentive amount that the project may receive upon completion.

REQUIRED ATTACHMENTS WITH THIS FORM 520TA

Attach a Proposed Energy Analysis Plan (http://www.energytrust.org/library/forms/NBE_TP_EnergyAnalysisPlan.doc) that contains the information listed below:

- A narrative describing the building project
- Description of analysis work to be done and the analytical approach used
- A list of the energy efficiency design options and/or energy efficiency measures to be assessed
- Estimate of labor hours by task area
- Not-to-exceed cost estimate for the analysis
- Duration of study, including start and completion dates
- Listing of deliverables/milestones with completion dates

TECHNICAL ASSISTANCE PAYMENT REQUIREMENTS

The following signed and complete documents must be submitted before technical assistance incentives can be paid.

1. **Payment Request: Form 540PR**
2. **Custom Track & Commissioning Application: Form 520C**
3. Narrative describing the energy efficiency measures (projects are encouraged to use the Custom Track Report Template: (http://www.energytrust.org/library/forms/NBE_TP_CustomTrack_RptTemplate.doc))
4. Energy analysis and/or energy model documentation
5. Energy analysis payment documentation (invoice)
6. Savings Summary Worksheet (http://www.energytrust.org/library/forms/NBE_TL_SavingsSummaryWorksheet.xls)
7. Project Owner's current W-9 (if not previously submitted)

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Additional Terms and Conditions

ELIGIBILITY: Incentives from the New Buildings program (Program) are available for eligible commercial, industrial, agricultural, and institutional new construction or major renovation projects in the Oregon service territories of Portland General Electric (PGE), Pacific Power, NW Natural, or Cascade Natural Gas. This **Form 520TA** applies only to projects permitted under the 2007 Oregon Structural Specialty Code Chapter 13 (Energy Code). Projects permitted under the 2010 Oregon Energy Efficiency Specialty Code may not be eligible to receive the estimated incentive amounts described in this **Form 520TA**. See the Oregon Building Codes Division website: <http://www.cbs.state.or.us/bcd/> for details of the 2010 code effective date. Final determination of eligibility rests solely with Energy Trust. The PMC provides program management contractor services for the Program on behalf of the Energy Trust.

APPLICATION: Project Owner (Project Owner includes Project Owner's legal assigns and successors in interest) must submit a signed and complete **Technical Assistance Application: Form 520TA** to the Program, along with all required supporting documentation for the Standard track or Custom track as described in this **Form 520TA**. This **Form 520TA** must be accompanied by a **Project Enrollment: Form 510E**, unless Project Owner has previously enrolled the project with the Program by (1) submitting a **Project Enrollment: Form 510E**, and (2) receiving a written project enrollment notification from the PMC. The Program must approve this submitted **Form 520TA** prior to Project Owner beginning the technical assistance work in order for Project Owner to be eligible for technical assistance incentives. Project Owner 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 Owner's application.

In addition, Project Owner agrees to inform Energy Trust of any external funding sources received by Project Owner that directly reduce all or a portion of the final project costs incurred by Project Owner for the energy efficiency measures specified in this application (for example, state/federal funding, grants, discounts, rebates, incentives or other similar types of consideration (the Grant Funds)). While Energy Trust encourages leverage of its incentive funding to reduce Project Owner's final project costs for the purchase and installation of such measures, the amount of Energy Trust incentive funding may never exceed an amount equal to final project costs minus Grant Funds received by Project Owner for the project. Energy Trust reserves the right to request additional project documentation for review, as it deems necessary, prior to payment of incentives to ensure accountability for Program funds.

MEASURE INSTALLATION: Project Owner represents and warrants that it is legally authorized to perform the energy savings measures on the property on which those measures are performed and that any necessary landlord, owner, or other consent has been obtained. Project Owner is solely responsible for implementing the measures and 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.

PROJECT DOCUMENTATION: Project Owner must submit all documentation required by this form. The Program reserves the right to request additional project information for review, as it deems necessary, prior to any payment of incentives and to ensure accountability for Program funds. Project Owner agrees to maintain and provide all relevant records for a minimum period of one year after receipt of any incentives.

INCENTIVES: Funds for incentives for the Program are limited and subject to availability. Details of this Program, including incentives, are subject to change without notice. Estimated incentives have been calculated in accordance with current Program requirements and incentive levels. The actual incentive amount paid to Project Owner may be different than estimated amounts, depending on the final project installed. If Energy Trust approves this application, Project Owner will be notified via an emailed incentive reservation notice. Energy Trust will reserve an estimated incentive amount for Project Owner for so long as Project Owner continues to make progress towards timely installation of the project as described in the approved application and remains in compliance with the terms and conditions herein; *provided, however*, that Energy Trust will not generally reserve incentives for longer than 24 months from the date of the incentive reservation notice. Energy Trust reserves the right to withdraw an incentive reservation at any point if we determine that Project Owner is not progressing appropriately and in good faith to complete timely project installation. During a reservation period, Project Owner agrees to notify the Program of any changes to the project that may materially affect the project's schedule, scope, installation costs, eligibility, or anticipated energy savings. Additionally, in the event of significant changes to Energy Trust's incentive eligibility or Program requirements during a reservation period, including but not limited to changes to the Oregon Energy Code, Energy Trust may notify Project Owner of changes to the reservation and/or the estimated incentive amount. Please note that cancellation of a project's incentive reservation would not preclude re-application for Energy Trust incentive funding at a later date; *provided, however*, that the project would be subject to Program requirements, available incentive budget, and incentive rates in effect at the time of re-submittal.

PAYMENT: To request payment of incentives upon project completion, Project Owner must submit a completed, signed **Payment Request: Form 540PR** to the Program, along with all required accompanying documentation. Project Owner agrees and acknowledges that its acceptance of any Energy Trust incentive funding for measures identified in this application constitutes representation and warranty to Energy Trust that Project Owner needed and used such funding for the purpose of implementing the measures as described herein. Project Owner's **Form 540PR** and all required documentation referenced in this form must be received by the PMC office no later than sixty (60) days after the construction completion date shown on this application. Please allow 45 days from Energy Trust's receipt of all required information for delivery of the incentive payment. Failure to provide all required information may result in delay or withholding of payment. Funds for incentives for the Program are limited and subject to availability. The maximum incentive amount that any project (whether applying in a single or multiple application process) would ever be eligible to receive under the Program for implemented energy efficiency measures shall not exceed \$499,999. Details for this Program, including incentives, are subject to change without prior notice.

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VERIFICATION: Reviews of the project work before, during, and after measure installation are a critical part of Energy Trust's verification process and Project Owner agrees to provide Energy Trust and its representatives with reasonable access to the project site, and all technical and other project documentation related to the measures for which it is requesting Energy Trust incentive funding. When required by Energy Trust, satisfactory completion of a post-installation inspection of the measures must occur before any incentive payment will be issued. This inspection and verification is for Program purposes only and no warranty is implied.

ACCESS AND EVALUATION: This project may be selected for participation in a Program evaluation. Project Owner agrees to allow Energy Trust and its representatives with reasonable access to the installation site to: (i) inspect and review the project during and after completion, (ii) read the meter(s), and/or (iii) evaluate the project's operation. Project Owner agrees to cooperate when contacted by Energy Trust to request meter readings or other information related to any of the project measures which receive incentive funding.

INFORMATION ABOUT SELF-DIRECTION: Energy Trust receives and invests some of the funds generated by the public purpose charge collected from Oregon customers of PGE and Pacific Power. Although payment of the public purpose charge is generally mandatory, certain large customers—those that use more than one average megawatt of electricity (8,760,000 kilowatt hours) at one certified site in one year—may "self-direct" portions of their conservation energy public purpose charge, when certified by the Oregon Department of Energy (ODOE), to invest in energy conservation projects at their own facilities. Self-direction is optional, and over time, a customer may change its self-direction status. Self-direction status affects eligibility for Energy Trust services and incentives. Energy Trust's self-direct policy and a copy of our *Frequently Asked Questions Regarding Self Direction* can be found on our website at www.energytrust.org.

IMPACT OF SELF-DIRECTION: If the public purpose charge for the account number(s) associated with the project site may be self-directed, then Project Owner hereby represents and warrants to Energy Trust that no entity shall apply for or accept any energy conservation self-direct credits from ODOE for any of the project measures for which Energy Trust incentive funding is sought. In addition, Project Owner must choose between the following two options to determine eligibility for Energy Trust incentives. In the event that Project Owner receives a full Energy Trust incentive, Project Owner shall be subject to OPTION 1 (with the exception of certain prescriptive motors and air conditioning units).

OPTION 1: Project Owner may receive the full Energy Trust incentive for the project measures and represents and warrants to Energy Trust that no self-direct credits will be used against the conservation portion of the public purpose charge for the project site's utility account number(s) for a period of 36 months from the incentive payment date. If Project Owner selects this OPTION 1 and breaches this requirement during the 36 month time period, then Project Owner will pay to Energy Trust (in the form of a cashiers check) a prorated refund amount according to the following formula:

$$\text{Pro Rated Refund Amount} = 0.5 \times A \times B$$

A = total amount of Energy Trust incentives paid

B = 36 minus the number of months elapsed since Commercial Operation Date, divided by 36

OPTION 2: Project Owner may receive half the Energy Trust incentive and self-direct credits can continue to be used against the conservation portion of the public purpose charge at the site.

DISCLAIMER / LIMITATION OF LIABILITY: Project Owner understands and agrees that, while Energy Trust may provide incentive funding, Energy Trust and PMC are not supervising work performed for the Project Owner nor are Energy Trust or PMC 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 Owner in identifying and implementing energy savings measures. **Energy Trust's liability to Project Owner 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 or its PMC be liable pursuant to this agreement to Project Owner or to any third party for any damages, whether characterized as general, special, direct, indirect, punitive, consequential or otherwise.**

HAZARDOUS MATERIALS: Energy Trust and its representatives shall have no responsibility for the discovery, presence, handling, or disposal of or exposure of persons to hazardous materials of any kind in connection with Project Owner's site or facility, including without limitation asbestos, asbestos products, PCBs or other toxic substances.

NO COMMITMENT: Participant understands that the Program's approval of any incentives hereunder does not imply any commitment by Energy Trust to provide any additional funding to Project Owner for any resulting or related energy measures or project. This agreement is made and entered into for the sole purpose and legal benefit of Energy Trust and Project Owner, 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.

GOVERNING LAW: Project Owner 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.

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

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TAX LIABILITY: Energy Trust and/or its representatives are not responsible for any tax liability, which may be imposed on the Participant 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.

INFORMATION RELEASE: Project Owner agrees that Energy Trust may include the following information in reports or other documentation submitted to the Energy Trust's Board of Directors, the Oregon Public Utility Commission (OPUC), Oregon Department of Energy, Oregon Department of Housing and Community Services, or the Oregon Legislature: Project Owner's name, a description and location of the measures which received incentive funding, the amount of any Energy Trust services or incentive payments provided to Project Owner, and any resulting energy savings or generation. Energy Trust will treat all other information gathered in evaluations as confidential and report it only in the aggregate.

FACSIMILE/SCANNED SIGNATURES: Facsimile transmission of any signed original document, and the retransmission of any signed facsimile transmission, shall be the same as delivery of the original signed document. Scanned original documents transmitted to Energy Trust as an attachment via electronic mail shall be the same as delivery of the original signed document. At the request of Energy Trust, Project Owner shall confirm documents with a facsimile transmitted signature or a scanned signature by providing an original document.

ASSIGNMENT AND TERMINATION: 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 the Grant Agreement between Energy Trust and the OPUC dated November 20, 2001, and as amended from time to time (Grant Agreement). Upon sixty (60) days written notice, Energy Trust may terminate this agreement in the event that the 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.

Signature

In addition to this **Technical Assistance Application: Form 520TA**, I have submitted all required documentation as described in this form. By my signature below, I represent and warrant to Energy Trust that (i) I am authorized to sign this agreement on behalf of Project Owner, (ii) I have completed this application completely, truthfully and accurately to the best of my knowledge, and (iii) Project Owner has read, understands and agrees to the terms and conditions of this agreement.

Signature Date

Name Title Company

FOR MORE INFORMATION:

Please visit energytrust.org/business or call 1.877.467.0930