

# Project Enrollment

## New Buildings Incentive Application Form 510A



### OVERVIEW

This **Form 510A: Project Enrollment Application** must be completed and submitted to the New Buildings program (Program) for processing before you begin equipment purchases or other project construction activities. Project Owners pursuing multiple projects must submit a **Project Enrollment Application** form for each proposed project. To enroll your proposed project in the Program so that you can seek Energy Trust incentives, the **Project Enrollment Application** must be completed, signed, and submitted to the Program by an authorized representative of the Project Owner identified below.

### PROJECT INFORMATION

#### Project Owner

LEGAL COMPANY NAME (MUST MATCH W-9)	MAILING ADDRESS	CITY, STATE, ZIP	
OWNER REPRESENTATIVE	TITLE	PHONE	EMAIL

#### Project Manager (if different from Project Owner)

CONTACT NAME	TITLE	PHONE	EMAIL
FIRM NAME	ADDRESS	CITY, STATE, ZIP	

### PROJECT INFORMATION

#### Building Information

BUILDING/PROJECT NAME			
SITE ADDRESS			CITY, STATE, ZIP
PROJECT SIZE (INTERIOR SQ FT)	BUILDING SIZE (INTERIOR SQ FT)		
<b>Building Owner:</b> <input type="checkbox"/> Private <input type="checkbox"/> Public, Government	<b>Project Type:</b> <input type="checkbox"/> New Construction <input type="checkbox"/> Expansion / Addition <input type="checkbox"/> Tenant Improvement, New Building <input type="checkbox"/> Tenant Improvement, Existing Building <input type="checkbox"/> Renovation / Remodel	<b>Electric Utility serving site address:</b> <input type="checkbox"/> Portland General Electric <input type="checkbox"/> Pacific Power <input type="checkbox"/> Other Utility	<b>Natural Gas Utility serving site address:</b> <input type="checkbox"/> NW Natural <input type="checkbox"/> Cascade Natural Gas <input type="checkbox"/> Avista <input type="checkbox"/> Other Gas Utility <input type="checkbox"/> No Gas  Expected Rate Schedule:

#### Construction Timeline\*

BUILDING PERMIT APPLICATION DATE	CONSTRUCTION COMPLETION DATE
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\*Dates are required and may be estimated.

#### RETURN FORM TO:

Energy Trust of Oregon – New Buildings  
421 SW Oak Street, #300, Portland, OR 97204  
1.877.467.0930 **telephone**  
503.961.7642 **fax**  
newbuildings@energytrust.org **email**

#### FOR PROGRAM USE ONLY:

OM:  
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Property Type(s)	Percentage*	Property Type(s)	Percentage*
Assembly/Community		K-12 School	
Auto Services		Lodging/Hotel/Motel	
Brewing/Winery		Manufacturing	
College/University		Multifamily / Assisted Living	
Data Center		Please indicate number of residential units:	
Grocery		Office	
Gym/Athletic Club		Other	
Healthcare		Parking Structure/Garage	
Hospital		Restaurant	
Industrial		Retail	
Infrastructure		Warehouse/Distribution	
Institutional/Government			

\*Indicate percentage of total project for all types that apply.

**Please Describe the Project:**

**PROJECT QUESTIONNAIRE**

- Would you like to be contacted about possible Energy Trust solar incentives?  Yes  No
- Is Project Owner applying for or receiving any OHCS Multifamily Energy Program funding or ODOE Schools Program funding towards this project?  Yes  No  
*If yes, please contact program to discuss eligibility.*
- Is this project a rebuild or major renovation due to 2020 Oregon wildfire damage?  Yes  No
- Are you interested in pursuing Path to Net Zero incentives for the project listed in this application?  Yes  No

**DESIGN TEAM MEMBERS**

Project Owner authorizes Energy Trust and PMC to discuss and otherwise release information about this project with its designated Design Team Members below, and as may be updated by Project Owner from time to time.

**Architecture Firm**

CONTACT NAME	TITLE	FIRM NAME
PHONE	EMAIL	CITY, STATE

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### Mechanical Firm/ Mechanical Designer/ Mechanical Subcontractor

CONTACT NAME	TITLE	FIRM NAME
PHONE	EMAIL	CITY, STATE

### Electrical Firm/ Lighting Designer/ Lighting Subcontractor

CONTACT NAME	TITLE	FIRM NAME
PHONE	EMAIL	CITY, STATE

### Energy Analyst/ Green Building Consultant

CONTACT NAME	TITLE	FIRM NAME
PHONE	EMAIL	CITY, STATE

### Other

CONTACT NAME	TITLE	FIRM NAME
PHONE	EMAIL	CITY, STATE

## NEW BUILDINGS PROGRAM PROCESS

- 1. Enrollment:** Project Owner submits this completed **Project Enrollment Application**. The Program will review the application for basic eligibility requirements and may contact you for additional information. If the project is approved for enrollment, you will receive an emailed project enrollment confirmation notice from the Program providing you with a "Project ID" and an "Enrollment Date." Project IDs cannot be assigned or transferred.
- 2. Incentive Application(s):** Once a project is enrolled, Project Owner can request Energy Trust incentives by completing and submitting the **Incentive Application(s)** that correspond to energy-related activities and energy efficiency measures. You must submit the most current version available at the time of submittal. Current versions are available on our website at [energytrust.org/commercial](http://energytrust.org/commercial) or by request. Each Incentive Application may contain additional requirements and terms and conditions that apply to that particular Incentive Application.
- 3. Incentive Reservation:** Following its review of the **Incentive Application**, Energy Trust will notify Project Owner in writing, via e-mail, of its decision. If the application is approved for an incentive reservation, the **Incentive Application** is incorporated into your **Project Enrollment Application** and the Program will notify Project Owner via an incentive reservation notice.
- 4. Completion:** Project Owner completes the work in accordance with its agreement with Energy Trust and submits a **Payment Request**, along with all required completion documentation. A utility information release is required before payment will be made.
- 5. Incentive Calculation and Payment:** The Program reviews Project Owner's submitted completion documentation. Additional information and/or a post-installation verification may be required prior to incentive payment.

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### ADDITIONAL TERMS & CONDITIONS

**APPLICATION:** The PMC provides program management contractor services for the Program on behalf of Energy Trust. This application and any required additional documentation submitted to the Program, including any submitted **Incentive Application(s)** to apply for specific incentives for the project, must be filled out completely, truthfully, and accurately. Project Owner should retain a copy of all materials submitted to Energy Trust, and Energy Trust will not be responsible for any lost documentation or misdirected mail pertaining to this application. If Participant may apply for Multifamily Energy Program from Oregon Housing & Community Services (OHCS) or Schools Program funding or self-direct credits from the State of Oregon Department of Energy (ODOE) for any energy efficiency measure included in the enrolled project, Project Owner must contact us to discuss eligibility before submitting an **Incentive Application(s)** for such measure. Project Owner further understands and agrees that if it is eligible for OHCS Multifamily Energy Program public purpose charge funding, then Energy Trust is authorized to share information about Project Owner's enrolled project and measure(s) with OHCS for the purpose of determining potential incentive eligibility and funding amounts. Providing false representations to Energy Trust constitutes an act of fraud.

**ELIGIBILITY:** Incentives are available through this Program for qualifying 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, Cascade Natural Gas, or Avista. Once enrolled, electric customers of PGE or Pacific Power can apply for incentives for qualifying electric energy saving measures, and natural gas customers on eligible rate schedules of NW Natural, Cascade Natural Gas, or Avista can apply for incentives for qualifying natural gas energy saving measures. The Energy Trust incentive funding available to NW Natural Industrial Sales Service Customer accounts established under Rate Schedule 3, 31 or 32 and Commercial Sales Service Customer accounts established under Rate Schedule 32 is subject to NW Natural's Schedule 360 filing with the Public Utility Commission of Oregon and a signed **Form 112N: Natural Gas Non-Transportation Agreement** must be submitted in addition to this application to be eligible for Energy Trust natural gas incentives. Energy efficiency measures self-directed through ODOE are not eligible for Energy Trust incentives. Additional eligibility restrictions may apply and final determination of eligibility rests solely with Energy Trust.

**PROJECT ENROLLMENT:** Project enrollment does not in any way imply a commitment by Energy Trust to provide any incentive funding for the identified project. Time is of the essence for project enrollment; equipment purchases, or other project construction activities conducted prior to enrollment can negatively impact a project's eligibility for Energy Trust incentives. Your project enrollment period will typically expire 60 days after the Construction Completion Date; however, certain **Incentive Applications** may require a longer enrollment period to enable completion of certain Program-required post-occupancy testing or operating load verifications. The terms and conditions of this Project Enrollment Application shall survive and continue to govern any **Incentive Application** accepted and approved for an incentive reservation, via a Program-issued written incentive reservation notice, prior to expiration or termination of the project enrollment period.

**INCENTIVE APPLICATIONS:** To apply for specific, applicable incentives for an enrolled project, Project Owner must submit a completed **Incentive Application**, current and in effect at the time of submittal, to the Program for review. Project Owner agrees that any additional terms and conditions included in a submitted **Incentive Application** are incorporated in and made a part of this **Project Enrollment Application** agreement as if fully set forth herein, and that the terms and conditions of this **Project Enrollment Application** agreement are incorporated in and part of and shall govern any submitted **Incentive Application** for the enrolled project. 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 any **Incentive Application** submitted hereunder (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 provided towards such measures may never exceed an amount equal to final eligible 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. Energy Trust incentives and ODOE Schools Program public purpose charge funds, when combined, may not exceed the Schools Program's maximum allowable incentive or reimbursement amounts, or 100% of the measure or project cost. Project Owner agrees that if it is eligible for Schools Program funds, then Energy Trust is authorized to share information about the measures, and this enrolled project with Oregon Department of Energy for the purpose of coordinating maximum funding amounts.

**INCENTIVES:** Funds for incentives are limited and subject to budget availability. Program requirements, including incentive levels and per-project limits, are subject to change without advance notice and may vary by utility territory, depending on the pace of demand in each territory and the available incentive budget.

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**Incentive Application(s)** and incentive information can be found on our website at [energytrust.org/commercial](http://energytrust.org/commercial).

**INCENTIVE RESERVATION INFORMATION:** Each incentive reservation notice issued by the Program will be associated with a specific **Incentive Application** submittal for the enrolled project and specific deadline and incentive estimate. Actual incentive amounts paid may differ from estimated amounts depending on the actual project measures completed and applicable Oregon Energy Code, final project cost documentation, and final energy savings calculations, as confirmed during Program verification; however, in no event would Energy Trust pay more than estimated amounts. Unless earlier terminated, incentive reservations for the enrolled project will expire as of the deadline indicated in the issued incentive reservation notice; all requirements for payment must be completed prior to the stated deadline or the project will no longer qualify to receive any incentives associated with that **Incentive Application** submittal and issued notice. Energy Trust further retains the right to terminate project enrollment or withdraw an incentive reservation at any point if we determine that Project Owner is not progressing appropriately and in good faith to complete timely completion of project work.

**NOTIFICATION OF CHANGES:** During the project enrollment period, Project Owner must notify the Program of any changes to the information submitted in this **Project Enrollment Application** or any other 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 incentive eligibility or Program requirements during the enrollment period, including but not limited to changes to the Oregon Energy Code, Energy Trust may notify Project Owner of changes pertaining to this **Project Enrollment Application** agreement, **Incentive Application(s)**, incentive reservations and/or estimated incentive amounts. Please note that cancellation of a project's incentive reservation may not necessarily 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 incentive funding, Project Owner must submit a completed, signed **Payment Request** to the Program, along with all required accompanying completion documentation by the identified incentive reservation deadline. Each **Incentive Application** will detail the specific documentation that must be submitted to request the incentive payment. The Program reserves the right to request additional project information for review, as it deems necessary, at any point during the project enrollment period and prior to any calculation or payment of incentives to ensure accountability for Program funds. Failure to provide all required information within the required time period may result in delay or withdraw and withholding of an incentive payment. Energy Trust incentives will never exceed the documented total, final eligible project costs or the Program's established per-project maximum. The Program may also limit the total amount of incentives that any Participant can receive on a per site, per year basis. If any bonus amounts are available for qualifying measures, the base incentive plus the bonus incentives will never exceed the total documented eligible project cost or any per project or per site maximums.

**IMPACT OF SELF-DIRECTION:** Self-direction status affects eligibility for Energy Trust services and incentives. If the charge, which Energy Trust receives to administer its energy efficiency programs, for the account number(s) associated with the project site may be self-directed through the Oregon Department of Energy's self-direct program for large electric consumers then, by its submittal of an **Incentive Application** to Energy Trust, Project Owner represents and warrants that no entity shall apply for or accept any self-direct credits from ODOE for any of the project measures identified in the **Incentive Application** seeking Energy Trust incentive funding. If Project Owner is currently using or plans to use self-direct credits to reduce the monthly amount charged in rates for cost-effective energy efficiency pursuant to ORS 757.054(4), on the electric utility bill(s) for the site, during the 36 months following its receipt of any Energy Trust incentive payment associated with any **Incentive Application** submitted for the enrolled project, then Project Owner must select one of the options below for the enrolled project. Project Owner understands and agrees that Project Owner's selection shall apply to all **Incentive Application(s)** submitted for the enrolled project in connection with this **Project Enrollment Application** agreement:

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

- 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 payment of Energy Trust incentive, divided by 36

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**OPTION 2:** Project Owner may receive up to half the Energy Trust incentive and continue to use self-direct credits against the such charge for the project site's electric utility account(s). To request OPTION 2, Project Owner must submit an **Option 2 Self-Direction Request** form to the Program, along with this **Project Enrollment Application**. If Project Owner does not submit the required **Option 2 Self-Direction Request** and receives a full Energy Trust incentive, then Project Owner understands and agrees that it shall be subject to the OPTION 1 requirements set forth above.

**VERIFICATION:** When required by Energy Trust, satisfactory completion of a post-installation verification review of the measures must occur before any incentive payment will be issued. Energy Trust's verification is for Program purposes only and no warranty is implied.

**MEASURE INSTALLATION:** Project Owner represents and warrants that it is legally authorized to perform the energy savings measures for the identified project 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 applicable laws, regulations, safety, building, environmental, and permitting codes and any manufacturer instructions.

**ENERGY USAGE RELEASE:** Project Owner authorizes Energy Trust and its authorized representatives that have a need to know and are subject to confidentiality and nondisclosure requirements to access its utility energy usage data, including without limitation interval data, for all of its electric and gas utility accounts for the identified site(s). If Energy Trust does not have such utility data, Project Owner hereby authorizes its electric or gas utility representative to release such data to Energy Trust. Receipt of Project Owner's signed energy usage release for the site, in the **Form 540PR: Payment Request**, is required and a condition to issuance of the Energy Trust incentive payment. Project Owner further grants Energy Trust permission to discuss its energy efficiency project with the applicable utility account representative(s) designated to the accounts listed herein. If Project Owner does not have utility account numbers established at the project site at the time of enrollment, Project Owner agrees to notify Energy Trust at such point during the enrollment period that it establishes such account numbers so that Energy Trust can review eligibility criteria and document that information in the project file. Project Owner agrees to provide Energy Trust with such other reasonable assistance as may be necessary to obtain such utility account information.

**PROJECT DOCUMENTATION/ACCESS & EVALUATION:** Reviews and evaluations of the project work before, during, and after measure installation are a critical part of Energy Trust's verification and evaluation processes for energy savings and incentive calculations. This project may be selected for participation in a Program evaluation. Project Owner agrees to cooperate with any such evaluation as a requirement of this agreement with Energy Trust and condition for incentive eligibility and payment. Project Owner agrees to provide Energy Trust and its representatives with all of the following, without limitation, for the purposes of reviewing and evaluating the energy savings during and after measure completion: (i) reasonable access, obtaining any and all necessary consents, to the project site and any proposed or implemented project measure(s) receiving Energy Trust design or other technical support or assistance incentive funding, (ii) requested technical and other project documentation related to any measure or submitted **Incentive Application**, including but not limited to energy simulation models and inputs, (iii) information about the energy use and operations of the measure(s) and/or project site(s), and (iv) meter readings and available data from building management system(s) and/or energy management information system(s). Project Owner further agrees that Energy Trust and its representatives may inform subsequent owners of the project site(s) that Energy Trust has provided services to the project site(s) for the sole purpose of evaluating and facilitating Energy Trust program services.

**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. Project Owner shall independently evaluate any information provided by Energy Trust or its representatives related to any measures. Project Owner assumes the risk of any loss or damage(s) that Project Owner may suffer in connection with any installation of measures. Energy Trust and PMC do not guarantee any particular energy savings results by approval of any **Incentive Application(s)**, or by any other of their respective actions. **Neither Energy Trust nor its representatives make any warranties express or implied with respect to any measures, including but not limited to any warranty of merchantability or fitness for a particular purpose. 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 other damages, whether characterized as general, special, direct, indirect, punitive, consequential, or otherwise.**

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**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.

**GOVERNING LAW/NONWAIVER/SEVERABILITY:** Project Owner agrees that any disputes arising in connection with this agreement will be governed by applicable Oregon law, without reference to its principles of conflicts of law. The failure or refusal of Energy Trust 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. Each term and condition of this agreement is deemed to have an independent effect and the invalidity of any partial or whole paragraph shall not invalidate the remaining paragraphs or articles.

**NO ENDORSEMENT:** Energy Trust and 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.

**TAX LIABILITY:** Energy Trust and its representatives are not responsible for any tax liability which may be imposed on the Project Owner as a result of any Energy Trust incentive. 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 some or all of the following information in reports to the legislature, the Oregon Public Utility Commission (OPUC), and other government agencies as necessary to meet Energy Trust's responsibilities and regulatory requirements: Participant name, site address, general description of the type of energy saving or renewable project implemented (e.g. lighting, HVAC, solar PV), Energy Trust services or incentive payments provided to the Project Owner, and any energy saved or generated as a result of Energy Trust services or incentives. Energy Trust will treat all other information gathered as confidential and report it to such agencies only in the aggregate.

**SIGNATURES:** Documents transmitted with faxed, scanned, or digital signatures shall be deemed to be original signatures. At the request of Energy Trust, Project Owner shall confirm signature by providing an original document.

**ASSIGNMENT AND TERMINATION:** References to Project Owner or Energy Trust include such party's permitted assigns and/or successors in interest. 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 (Grant Agreement). Upon 45 days' advance written notice, Energy Trust may terminate this **Project Enrollment Application** agreement, including any related **Incentive Application(s)** if the Grant Agreement is terminated.

### SUBMITTAL

By my signature below, I represent and warrant to Energy Trust that (i) the information contained herein is complete, truthful, and accurate to the best of my knowledge, (ii) I am authorized to sign this agreement on behalf of Project Owner, (iii) Project Owner has read, understands, and agrees to the terms and conditions of this agreement; and (iv) Project Owner does hereby authorize Energy Trust and the PMC to discuss and otherwise release information about this project to the Design Team Member firms identified herein and as may be updated by Project Owner from time to time.

**Submitted By:** (Must be an authorized representative of Project Owner)

SIGNATURE	DATE
NAME	TITLE
	COMPANY

### FOR MORE INFORMATION

Please visit [energytrust.org/commercial](http://energytrust.org/commercial), call 1.877.467.0930, or email [newbuildings@energytrust.org](mailto:newbuildings@energytrust.org)

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