

Project Development Assistance Incentives

Renewable Energy Programs | Project Enrollment Application | 910E



Energy Trust makes project development assistance incentive funds available to help assist with early phase project development activities for qualifying new (non-solar) renewable energy projects that will benefit Pacific Power and Portland General Electric (PGE) ratepayers in the State of Oregon. For additional information about the types of (non-solar) project development activities that may qualify for Energy Trust assistance, review the **Request for Funding (Form 930RF)**.

To find out whether your potential project may be eligible, complete and submit this **Project Enrollment Application (Form 910E)**. Only those projects approved by Energy Trust for enrollment can then apply for project development assistance incentive funds. See the **Terms and Conditions** below for more information.

Project enrollment and project development assistance incentive application process
<p>Step 1: Complete and submit this Project Enrollment Application (Form 910E) to Energy Trust at renewables@energytrust.org. You are welcome to also submit a Request for Funding (Form 930RF) for review at the same time.</p>
<p>Step 2: Energy Trust will review your enrollment application and may contact you to discuss the potential project in more detail or request additional information. Energy Trust will notify you of approval or denial of project enrollment via email.</p>
<p>Step 3: If approved for enrollment, you can then submit one or more Request for Funding (Form 930RF) applications to Energy Trust to apply for incentive funds for specific project development activities. Energy Trust will notify you of approval or denial of your specific request(s) via email. If a request is approved, the email will include the estimated incentive amount and incentive reservation expiration date.</p>
<p>Step 4: Complete the project development activity before the incentive reservation expiration date and timely submit all required completion documentation to request incentive payment.</p>

Project Proponent & Contact Information			
<i>(Project Proponent information will be used for incentive payment purposes and must match Project Proponent's submitted W-9.)</i>			
Project Proponent Legal Business Name <i>(must match W-9)</i>			
Telephone	<input type="checkbox"/> office <input type="checkbox"/> cellular	Primary Contact Email	
Name of Designated Contact	Title		
Mailing Address	City	State	Zip
Street Address	City	State	Zip

Please keep a copy of this document for your files.

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Project Information			
Project Name			
Site Address <i>(for remote sites, please provide Lat/Long coordinates)</i>	City	State	Zip
Project Type(s) <i>(Must be under 20MW, Solar projects are not eligible to apply using this form)</i>			
<input type="checkbox"/> Hydro	<input type="checkbox"/> Biopower	<input type="checkbox"/> Wind	<input type="checkbox"/> Geothermal <input type="checkbox"/> Other (specify)

Project Description
Please provide us with a description of the proposed project, including information about estimated nameplate capacity, location, technology, and plans for energy delivery. Describe any progress and development activities to date (completed studies, resource data, etc.). If you have completed any relevant studies or have other helpful information, please attach them.

Project Team Summary
Please provide us with a list of project team members who are actively working and engaging to develop the proposed project, the role that each is playing, and their qualifications. Limit this summary to one paragraph per person. Energy Trust reserves the right to request additional information, such as resumes or bios for any project team members.

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Project Questionnaire	
To which utility is the project proponent considering delivering power (or energy savings if using power on-site)?	<input type="checkbox"/> Portland General Electric <input type="checkbox"/> Pacific Power <input type="checkbox"/> Other (Please list any under consideration):
Is Project site currently or planning to self-direct the renewable public purpose charge ?*	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Uncertain
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 <input type="checkbox"/> Offset power on-site and sell excess to the utility
Expected Site Ownership	<input type="checkbox"/> Owned by Project Proponent <input type="checkbox"/> Government Owned <input type="checkbox"/> Leased <input type="checkbox"/> Uncertain

* If the site currently self-directs or intends to self-direct the renewables portion of the public purpose charge during the 36 months following receipt of any Energy Trust project development assistance incentive funds, then **do not** submit this form. See Additional Terms and Conditions for more information and contact Energy Trust to discuss next steps for self-directors.

Terms and Conditions
By applying to enroll, you agree that this Project Enrollment Application (Form 910E) is being submitted to Energy Trust as the Project Proponent's application and will constitute an agreement IF AND ONLY IF Energy Trust approves enrollment via a written email. Final determination of eligibility rests solely with Energy Trust. If the project is approved for enrollment, the Project Proponent hereby agrees to the following terms and conditions:

1. Applying for Incentives. To apply for incentives for specific project development activities for an enrolled project, Project Proponent must submit a completed and signed **Request for Funding (Form 930RF)** application with all required accompanying documentation to Energy Trust for review. Any additional terms and conditions included in the **Request for Funding (Form 930RF)** are incorporated in this agreement by this reference. If a specific project development activity is approved for an incentive reservation, Energy Trust will notify Project Proponent of the estimated incentive amount reserved and the incentive reservation expiration date in writing. Approval or denial of a specific activity for incentive reservation rests solely with Energy Trust. Final determination of eligibility for Energy Trust incentives rests solely with Energy Trust. Project Proponent is advised to retain a copy of all materials submitted to Energy Trust.

2. Incentives. Funds for incentives are limited and available on a first-come first-served basis. Energy Trust's program requirements and incentives are subject to change without prior notice and may vary by utility service area, depending on the pace of demand in each utility territory and the available incentive budget. Incentive amounts paid may vary from amounts reserved depending on the project activity's final documented, eligible costs. Energy Trust will never pay more than 50% of the eligible costs of a project development

assistance activity approved for an incentive reservation via a **Request for Funding**. In addition, the maximum total amount of project development assistance incentives that Energy Trust will provide under this agreement for all approved project development activities combined will not exceed \$200,000.

3. Incentive Reservations. Energy Trust's incentive reservation will automatically expire as of the incentive reservation expiration date indicated; any request for an extension beyond such date must be submitted to Energy Trust in writing and in advance for review and consideration. Energy Trust retains the right to withdraw an incentive reservation at any point during the reservation period if we determine that Project Proponent is not progressing appropriately and in good faith to perform timely completion of project development activity work. Funds that have been reserved for a specific activity are not transferable to other projects or activities. If requested, Project Proponent will provide Energy Trust with documentation to show that an activity is moving forward on a timely basis. Energy Trust may modify or cancel an incentive reservation or enrollment, if (i) the project is no longer consistent with the project description as submitted by Project Proponent and reviewed by Energy Trust for eligibility and enrollment purposes hereunder, (ii) an activity is no longer consistent with a pre-approved **Request for Funding**, or (iii) progress towards project activity completion is unreasonably

Return completed form to:
Renewable Energy Programs ♦ Energy Trust of Oregon, Inc.
421 SW Oak Street, #300 ♦ Portland, Oregon 97204
Fax 503.546.6862
renewables@energytrust.org

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prolonged during the incentive reservation or enrollment period. Determination of eligibility for Energy Trust incentives or appropriate progress rests solely with Energy Trust.

4. Activity Completion; Documentation Required for Payment. Project Proponent is solely responsible for ensuring that its project development activity work complies with all federal, state, local and utility specifications and requirements. Energy Trust's payment of any reserved incentives under this agreement is conditioned upon the enrolled Project Proponent providing Energy Trust with all documentation listed in the instructions for payment, which are included with the Energy Trust email approving an incentive reservation. 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.

5. 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 planning to sell power to one of those utilities. By submitting this project for enrollment, Project Proponent is representing that the resulting project's generated energy will be delivered to either PGE or Pacific Power. If, after receiving an Energy Trust incentive under this agreement, Project Proponent moves forward with its renewable energy project, but does not offset or deliver energy for the benefit of the Oregon customers of PGE or Pacific Power, Energy Trust may require Project Proponent to repay all or a portion of the Energy Trust incentive funds provided. In addition, if the Project Proponent sells the deliverables supported by the project development assistance incentives (e.g. study results and other information) to a third party within three years of receiving that assistance, Energy Trust may require repayment of all or a portion of the project development assistance funds.

6. Use of Information; Information Release. In connection with Energy Trust's review of Project Proponent's potential renewable energy project ONLY, Project Proponent agrees that Energy Trust may reproduce, distribute, or otherwise use the project information collected or prepared as part of this application or any activity approved for an incentive reservation in a submitted **Form 930RF**. 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 agrees that Energy Trust may include some of all of the following information in reports or other documentation submitted to Energy Trust's Board of Directors, the Oregon Public Utility Commission (OPUC), the Oregon Legislature, Bonneville Power Administration, the Oregon Department of Energy, Oregon Housing and Community Services, or other state agencies as necessary to meet Energy Trust's responsibilities: Project Proponent's name and city/county location (non-residential only), a general description of the project

development assistance and proposed renewable energy project, the amount of any Energy Trust services or incentive payments provided to Project Proponent, and any resulting energy savings or generation. Energy Trust will treat all other information gathered as confidential and report it only in the aggregate.

7. Self Direction Status. The project development incentive funding provided under this agreement is subject to Energy Trust's self-direction policy. 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 are available for review on our website at www.energytrust.org. Contact us with any questions before submitting this form. By submitting this **Form 910E**, Project Proponent represents and warrants to Energy Trust that (i) it has read and understands Energy Trust's requirements for self-directors, (ii) the resulting project will not be submitted to receive self-direct credits; and (iii) 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 the 36-month time period following receipt of an Energy Trust incentive payment, Project Proponent must notify Energy Trust immediately 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.

8. Disclaimer; Limitation of Liability; Indemnity; Tax Liability. Project Proponent understands and agrees that, while Energy Trust may provide incentive funding for project development assistance, Energy Trust is not supervising the performance of the project development activities performed for the Project Proponent nor is Energy Trust responsible 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 renewable energy 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, and Project Proponent hereby specifically indemnifies Energy Trust therefrom to the extent allowed by law. 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.

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9. Assignment; Termination; Survival. This agreement is personal to the parties and cannot be assigned by either party without the written consent of the other, except that Energy Trust may assign its rights under this agreement to a third party when requested to do so by the OPUC under its OPUC grant agreement. Should consent be required under this agreement, such consent shall not be unreasonably withheld. The foregoing notwithstanding, this agreement will be binding on, and will inure to the benefit of, the parties and their respective successors and permitted assigns. Upon sixty (60) days written notice, Energy Trust may terminate this agreement or any incorporated **Form 930RF** under this agreement in the event that the OPUC grant agreement is terminated. This agreement may be terminated by either party immediately (i) on the appointment of a receiver, trustee, liquidator, or conservator for the other party or for the purpose of taking possession of all or substantially all of the other party's property, (ii) on the filing of a petition for insolvency, dissolution, liquidation, or reorganization, or order for relief in which the other party is named as debtor, with respect to the other party pursuant to any law for the protection of debtors. 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; No Third Party Beneficiaries. Project Proponent understands that Energy Trust's approval of any specific activity included in **Form 930RF** for project development assistance incentives for an enrolled project does

not imply any commitment by Energy Trust to provide any additional funding to Project Proponent for any additional project development work or any resulting renewable energy project or any other energy project. 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; Attorneys' Fees; Severability. This 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. The exclusive jurisdiction for resolution of such disputes will be Oregon. In the event that any party initiates proceedings to enforce this agreement or enjoin its breach, the prevailing party will be awarded its or their reasonable attorney fees and costs at arbitration, if any, trial and on any appeal as set by the trier of fact, including any bankruptcy proceedings. 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.

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 <i>(required)</i>		
By my signature below, I represent 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 the named Project Proponent, and (iii) I have read, understand and agree to the terms and conditions of this agreement on behalf of Project Proponent.		
Printed Name	Signature	Date
Title	Company	

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