

# Trade Ally Direct Install Pipe Insulation Offering

Production Efficiency | Participation and Incentive Agreement | Form 401<sub>DIPI</sub>



## To be completed by Participant and Direct Install Pipe Insulation Trade Ally Contractor

Insulating your industrial process piping systems can help save energy. Energy Trust of Oregon is making a Trade Ally Direct Install Pipe Insulation Offering available to reduce your costs to purchase and install qualifying pipe insulation. **Depending on your project scope, Energy Trust's cash incentives could help cover most or even all of your potential pipe insulation project cost.** Only participating Direct Install Pipe Insulation Trade Ally contractors can offer these Energy Trust incentives. Contact us if you have questions.

### Section 1: How to Participate

- **Step 1** Review the pre-qualification criteria. The potential pipe insulation project must be (1) on an uninsulated piping system of specified pipe diameter(s) containing hot water, steam or condensate used for industrial process (non-HVAC) loads supplied by a natural gas-fired boiler or water heater, and (2) at an Oregon industrial facility served by a NW Natural, Cascade Natural Gas or Avista account on a qualifying rate schedule. See Section 3 for rate codes and Terms and Conditions for additional details.
- **Step 2** Work with a participating Direct Install Pipe Insulation Trade Ally ([energytrust.org/industrialpipeinsulation](http://energytrust.org/industrialpipeinsulation)) to get a quote. Only participating Direct Install Pipe Insulation Trade Allies can offer these incentives, and installations must be completed according to Energy Trust's program requirements. Finalize your project agreement with your selected Direct Install Pipe Insulation Trade Ally and move to Step 3.
- **Step 3** Read and sign this Form 401<sub>DIPI</sub> agreement and provide it to your Direct Install Pipe Insulation Trade Ally contractor **before** you authorize them to start the pipe insulation project work. After installation, your contractor will submit paperwork, photos of the completed install and invoices to Energy Trust.

Energy Trust's Direct Install Pipe Insulation Offering incentives will be paid directly to your Direct Install Pipe Insulation Trade Ally contractor, who will identify and deduct the incentive amount from your invoice, reducing your out-of-pocket expense. You are required to pay the balance of the invoice. Incentive amounts will not exceed eligible pipe insulation project costs.

### Section 2: Participant Information

Company Name		Contact Name	
Site Address		City	Zip
Phone <input type="checkbox"/> Mobile <input type="checkbox"/> Work		Email	
<b>Direct Install Pipe Insulation Trade Ally</b> Company Name		Contact Name	
<b>(Optional) Mechanical Contractor/General Contractor Info</b> Company Name		Contact Name	

### Section 3: Site Information *(If rate code does not match, this site may not qualify. Contact us for an eligibility review)*

Utility (choose one)	Account Number	Rate Code (choose one)
<input type="checkbox"/> NW Natural		<input type="checkbox"/> 03C <input type="checkbox"/> 03I <input type="checkbox"/> 31CSF <input type="checkbox"/> 31CSI <input type="checkbox"/> 31ISF <input type="checkbox"/> 31ISI <input type="checkbox"/> 32CSF <input type="checkbox"/> 32CSI <input type="checkbox"/> 32ISF <input type="checkbox"/> 32ISI
<input type="checkbox"/> Cascade Natural Gas		<input type="checkbox"/> 104 <input type="checkbox"/> 105 <input type="checkbox"/> 111 <input type="checkbox"/> 170
<input type="checkbox"/> Avista		<input type="checkbox"/> 420 <input type="checkbox"/> 424

### Section 4: Project Information *(Pipe sizes not listed below do not qualify for incentives under this Offering)*

Pipe Diameter	Estimated Lineal Feet
<input type="checkbox"/> 1-2"	
<input type="checkbox"/> 3-5"	
<input type="checkbox"/> 6-10"	

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## Section 5: Terms and Conditions

- 1. Eligibility/Application.** To apply for Energy Trust of Oregon, Inc.'s (Energy Trust) Trade Ally Direct Install Pipe Insulation offering (Offering) participation and incentives, Participant's pipe insulation project installation site must be at an industrial facility and meet all other Offering eligibility criteria. See **Section 1, Step 1** for details. Energy Trust incentives for this Offering are available to eligible industrial, municipal and agricultural NW Natural, Cascade Natural Gas, and Avista natural gas customers in Oregon on rate schedules paying the public purpose charge. Subject to the additional requirements set forth in **Section 8** below, NW Natural Industrial Sales Service Customers taking service on Rate Schedule 3, 31 or 32 or Commercial Sales Service Customers taking service under Rate Schedule 32 are also eligible. Transportation service and Combination service customer accounts are not eligible for incentives. Additional eligibility restrictions apply and final determination of eligibility for Energy Trust incentives rests solely with Energy Trust. This application must be filled out completely and accurately. Providing false representations to Energy Trust constitutes an act of fraud. If any information is found to be false, Energy Trust reserves the right to require reimbursement of any incentives provided. Participant should retain a copy of this application. Energy Trust will not be responsible for lost documentation pertaining to this application request.
- 2. Incentives.** Funds for incentives are limited and subject to budget availability. Details of the Offering, including incentive levels, are subject to change. Participant agrees that any Energy Trust incentives provided towards the cost of Participant's Offering-qualifying pipe insulation measures in connection with this agreement will be paid directly to Participant's Direct Install Pipe Insulation Trade Ally contractor. Pipe insulation measures receiving incentives via this Offering do not qualify for Energy Trust incentives under any other Energy Trust offering. Incentive funding for the Offering is subject to Energy Trust per-project, and per-site, per-year, maximums.
- 3. Energy Efficiency Measures.** Participant is solely responsible for engaging its selected Direct Install Pipe Insulation Trade Ally contractor to implement Offering-qualifying pipe insulation measures and for ensuring that all work performed is in compliance with all laws, regulations and safety, building, environmental and permitting codes and any manufacturer instructions. Participant understands and agrees that, in order to qualify for Energy Trust's Offering incentives, Participant's Direct Install Pipe Insulation Trade Ally must complete Offering-qualifying pipe insulation measures, and provide all required documentation to Energy Trust to request incentives, according to Offering requirements. Participant agrees to cooperate with the Direct Install Pipe Insulation Trade Ally to timely complete the pipe insulation measures and submit all required documentation in the same calendar year and within 180 days of purchase and install.
- 4. Verification.** Pipe insulation measure installations may be selected for an on-site verification review. Should a Participant's facility be chosen for verification, satisfactory completion of that verification must occur before the Energy Trust incentive payment will be issued to Participant's Direct Install Pipe Insulation Trade Ally contractor. Energy Trust's verification is for the purpose of incentive payment only. No warranty is implied.
- 5. Access and Evaluation.** Energy Trust and/or its representatives may request access to the property for verification or evaluation purposes. Participant agrees to cooperate with evaluation as a requirement of this incentive agreement with Energy Trust. Participant agrees to provide Energy Trust and its representatives with (i) reasonable access to the project site(s), obtaining any and all necessary consents, (ii) requested project documentation related to the measure(s), and (iii) information about the energy use and operations of the measure(s) and/or project site(s) for the purposes of evaluating the energy savings during and after measure completion. Participant further agrees that Energy Trust and its representatives may inform subsequent owners of the project site(s) that Energy Trust has provided service to the project site(s) for the sole purpose of evaluating and facilitating Energy Trust program services.
- 6. Disclaimer/No Liability/Indemnity.** Participant and Direct Install Pipe Insulation Trade Ally contractor shall have a separate agreement for the pipe insulation purchase and installation work. Participant understands that, while Energy Trust may provide incentive funding for the Direct Install Pipe Insulation Trade Ally to reduce the cost of Participant's Offering-qualifying pipe insulation measures, the Direct Install Pipe Insulation Trade Ally is an independent contractor responsible for its work and Energy Trust is not performing or supervising the energy efficiency measures work for Participant, nor is Energy Trust responsible in any way for proper completion of that work or proper performance of any associated equipment. Energy Trust does not guarantee any energy-savings results. Participant assumes the risk of any loss or damage(s) that Participant may suffer in connection with this agreement or its participation in the Offering or the measures. **Energy Trust's liability to Participant is limited to recovery of amounts of any incentive payment owed to the Direct Install Pipe Insulation Trade Ally as described herein and under no circumstances will Energy Trust be liable to Participant for any further amount whatsoever or for any other damages, whether characterized as general, special, direct indirect, punitive, consequential or otherwise. Participant hereby indemnifies Energy Trust from and against any and all losses, liabilities, damages, claims, suits, actions, judgments, assessments, costs and expenses, including but not limited to any interest, penalties, or attorneys' fees arising out of or connected with this agreement; provided, however, that as applied to any State of Oregon agency or political subdivision thereof, this indemnification obligation applies to the extent permitted by the Oregon Tort Claims Act, ORS 30.260 through 30.300 and Article XI, Section 7 of the Oregon Constitution. 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.
- 7. 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 Participant's facility, including without limitation asbestos, asbestos products, PCBs, or other toxic substances.
- 8. No Endorsement.** The fact that the names of particular manufacturers, contractors, products or systems may appear on this application or in the program or promotion does not constitute an endorsement. Manufacturers, contractors, products or systems not mentioned are not implied to be unsuitable or defective in any way.

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9. **Natural Gas Non-Transportation Agreement.** 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, for qualifying natural gas energy efficiency measures, is subject to NW Natural's Schedule 360 filing with the Public Utility Commission of Oregon. NW Natural's Schedule 360 provides that a customer that transfers their account to a Transportation Service Type or a Combination Service Type that includes Transportation Service may incur a one-time charge equal to the two-year proration of the total incentive amount received. The Schedule 360 indicates that the charge will be calculated as follows: Charge = A/24 x (24-B), where A= Energy Trust incentive paid on the relevant account; and B= number of months that have elapsed since the relevant incentive was issued. If multiple incentives were paid on the relevant account, a proration of each incentive repayment will be calculated. The Schedule 360 provides example repayment calculations and also states that (i) a charge will not be assessed if the total incentive amounts received by such customer are \$25,000 or less; and (ii) when applicable, the charge must be paid in full as a condition of NW Natural's approval to change Service Type. Additional details about this charge can be reviewed in NW Natural's Schedule 360 (Industrial DSM Programs) filing. Contact your NW Natural account representative with questions. The Participant named above agrees (i) to notify Energy Trust at the same time as it notifies NW Natural to request a change from Sales Service to another Service Type as described above for the account(s) listed herein; and (ii) that Energy Trust will report information to NW Natural regarding the natural gas energy efficiency measures at this site and associated Energy Trust services and incentives provided.
10. **Energy Information Release.** Participant hereby confirms that it has reasonably attempted to identify all of its utility accounts for its identified site(s) in this incentive application. By signing and submitting this incentive application to Energy Trust, Participant authorizes Energy Trust to access its energy usage data for all of Participant's utility accounts for the identified site(s), including those utility accounts identified in this incentive application and any other of Participant's utility accounts that may be associated with such site(s) that Participant is not able to reasonably identify at this time. Participant agrees to provide other reasonable assistance to Energy Trust to obtain such information. Participant further authorizes Energy Trust to discuss its energy efficiency efforts with its utility account representative(s).
11. **Information Release.** Participant agrees that Energy Trust may report Participant's name, site address, measure description, any Energy Trust incentives or services provided, and any resulting energy-savings in reports or other documentation submitted to (i) Energy Trust's government overseers and relevant agencies administering energy programs, and (ii) Participant's electric and/or natural gas utility.
12. **Governing Law.** This agreement shall be exclusively governed by and construed in accordance with applicable Oregon law, without regard to any conflicts of laws rules thereof.

**Section 6: Participant Signature (see Step 3, signature required prior to project installation start date)**

By signing below, you represent to Energy Trust that (i) you are duly authorized to sign this agreement on behalf of named Participant named in Section 2, (ii) the information provided herein is accurate and truthful to the best of your knowledge, and (iii) Participant has read, understands and agrees to the terms and conditions

Authorized Representative Name <i>(printed name)</i>	Signature	Date
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**Section 7: Direct Install Pipe Insulation Installation Incentive Request**

*(To be completed by Direct Install Pipe Insulation Trade Ally Contractor)*

This section must be completed to request incentive payment. Measures must meet program requirements to qualify for incentives. Condensate piping should be recorded under the corresponding steam pressure section.

Fluid	Nominal Pipe Diameter (in)	Maximum Incentive per lineal ft (\$)	x	Installed Lineal Feet	=	Estimated Incentive
Low Pressure Steam (< 15 psig)	1-2"	\$40.00	x		=	
	3-5"	\$50.00	x		=	
	6-10"	\$60.00	x		=	
Med Pressure Steam (15-200 psig)	1-2"	\$40.00	x		=	
	3-5"	\$50.00	x		=	
	6-10"	\$60.00	x		=	
Process Heating Hot Water	1-2"	\$40.00	x		=	
	3-5"	\$50.00	x		=	
	6-10"	\$60.00	x		=	

**TOTAL**

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Fluid	Nominal Pipe Diameter (in)	Incentive per lineal ft (\$)	Installed Lineal Feet	Estimated Incentive
Low Pressure Steam (< 15 psig)	1-2"	\$40.00	x	=
	3-5"	\$50.00	x	=
	6-10"	\$60.00	x	=
Med Pressure Steam (15-200 psig)	1-2"	\$40.00	x	=
	3-5"	\$50.00	x	=
	6-10"	\$60.00	x	=
Process Heating Hot Water	1-2"	\$40.00	x	=
	3-5"	\$50.00	x	=
	6-10"	\$60.00	x	=

## Completion Checklist: (check to confirm each of the below, then sign and submit this Form and required attachments to Energy Trust)

- Provided customer's natural gas account number and project cost/incentive estimates to Energy Trust and received eligibility pre-authorization email prior to beginning any work
- Received Participant's signed **Form 401DIPi** before beginning purchase and installation
- Piping system is eligible for this Offering – it contains hot water, steam, or condensate used for industrial process (non-HVAC) loads supplied by a natural gas-fired boiler or water heater
- Installed pipe insulation materials meet or exceed Energy Trust's program requirements for the Offering

### Required Attachments:

- Attached copy of the pre-authorization email from Energy Trust program representative confirming customer site eligibility
- Attached invoices; invoices specifically call out the pipe insulation materials used, insulation thickness, lineal feet of insulation installed, and clearly show the Energy Trust Offering incentive amount reduction and, if applicable, any itemized ineligible costs billed to Participant
- Attached or provided relevant photos of the installation
- Energy Trust has a complete, accurate, and verifiable **IRS Form W-9** for Direct Install Pipe Insulation Trade Ally on file

## Section 8: Direct Install Pipe Insulation Trade Ally Contractor Signature

<p>By signing below, I represent that (i) Direct Install Pipe Insulation Trade Ally is an active, approved Direct Install Pipe Insulation Trade Ally authorized to participate in the Direct Install Pipe Insulation and has completed the energy efficiency measures summarized above at Participant's site in accordance with the trade ally agreement with Energy Trust (<b>Forms 1171A, 471A, and 472DIPi</b>) and Direct Install Pipe Insulation Offering requirements, (ii) all required accompanying documentation (i.e. this completed and signed <b>Form 401DIPi</b> signed by Participant and obtained prior to beginning work, and invoice(s)) is attached, (iii) the information contained herein is accurate, truthful and complete to the best of your knowledge and (iv) Direct Install Pipe Insulation Trade Ally is hereby requesting incentive payment. In addition, Direct Install Pipe Insulation Trade Ally understands that this <b>Form 401DIPi</b> and all other required documentation must be submitted to the email address listed below in the same calendar year and within 180 days of purchase and install.</p>			
Business Name of Direct Install Pipe Insulation Trade Ally Contractor			
Mailing Address	City	State	Zip
Authorized Representative <i>(printed name)</i>	Signature		Date