

Landlord-Provided Cooling Spaces

Incentive Application | Form 2020



▶ **Want your incentive faster?** Apply online using DocuSign. Go to https://energytrust.org/LPCS_Application

Incentives listed on this form are effective as of June 1, 2022.

Steps to Participate

- 1) **Determine the cooling capacity required** for your space and the equipment type and quantity that qualify (see chart on page 3). *If your cooling space doesn't fit within the specifications on the chart, you must contact us for a technical review before starting your project.*
- 2) **Purchase and install your equipment**
- 3) **Complete** this application and sign page 3. If the incentive will be paid to your contractor, also complete the **Assign Incentive Payment** section on page 6. All applicable fields must be completed to process the application.
- 4) **Attach**
 - ▶ **Copies of invoices or receipts** for equipment purchased and, if applicable, installation cost
 - ▶ **Clear photo of the installed equipment**
 - ▶ **Clear photo of equipment packaging** or manufacturer spec sheet showing make, model and cooling capacity (BTU/hr)
 - ▶ **Completed** and signed **IRS Form W-9**
 - ▶ **Completed** and signed **Form 2000: Offsite Host Consent**, only if an offsite Cooling Space

5) **Email or send** application and documentation to:

Energy Trust of Oregon – Landlord Cooling
 811 SW 6th Ave., Suite 800
 Portland, OR 97204
 Phone: 1.888.889.0018
community.cooling@energytrust.org

Application must be submitted within 90 days of equipment purchase and install.

Participant (Landlord providing the Cooling Space)

Legal Business Name (the "Participant")			
Contact Name	Title		
Mailing Address	City	State	Zip
Email	Primary Phone	<input type="checkbox"/> Work <input type="checkbox"/> Cell	Fax

Landlord Representative (Provide if different than above)

Company Name			
Contact Name	Title		
Address	City	State	Zip
Email	Primary Phone	<input type="checkbox"/> Work <input type="checkbox"/> Cell	Fax

Property Information

Property Name			
Address		County	
City		State	Zip
Building Style	<input type="checkbox"/> Low-Rise (1-3 stories) <input type="checkbox"/> Duplex <input type="checkbox"/> Townhouse/Rowhouse <input type="checkbox"/> Mid-Rise (4-8 stories) <input type="checkbox"/> Triplex <input type="checkbox"/> Other (specify) <input type="checkbox"/> High-Rise (9 or more stories) <input type="checkbox"/> Fourplex		
Electric Utility	<input type="checkbox"/> PGE <input type="checkbox"/> Pacific Power <input type="checkbox"/> Other (specify) _____	Year Built	

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Market Information

Is the property located in, or does it serve, any of the following communities identified as environmental justice communities by the State of Oregon? (Check all that apply)

- Communities of color
 Tribal communities
 Coastal communities
 People living with disabilities
 Communities experiencing lower incomes
 Rural communities
 Seniors

Does the property meet any of the priority site designations listed below? Yes No
 (If yes, please check all that apply)

- Priority Site Types Affordable Agricultural Workforce Housing
 Tribal Housing Senior-focused Housing (e.g. 55+, assisted living/retirement)
 Non-Profit Managed Manufactured Home Park

Cooling Space Information

To qualify for an incentive, a Cooling Space must operate during extreme heat events, be large enough to accommodate at least five people and be cooled with equipment capable of maintaining the temperature of no more than 80° F during extreme heat.

Use the table on Page 3 to confirm the selected equipment meets program requirements.

Size of the Cooling Space (Square Feet)	Number of expected occupants in the Cooling Space
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When will the Cooling Space be operated and available to tenants? Only during heat events
 Throughout the summer (including heat events)

Landlords may enter into an agreement with a nearby property owner to host an offsite cooling space for their tenants. If the offsite Cooling Space is more than 0.25 miles from the premise, landlord must provide transportation to the Cooling Space.

← Is the Cooling Space located off-site, at an address different from the Property Address listed on this form? Yes No
 If yes, a customer service representative will send **Form 2000: Offsite Host Consent** to the offsite host to verify their agreement to host the Cooling Space. Please provide the offsite host's contact information.

Offsite Host Contact Name: _____ Email: _____

Cooling Space Incentives

For Priority Sites (see <i>Market Information</i> above): 100% of equipment and installation cost, up to a max of: <ul style="list-style-type: none"> \$1,400 for portable or window A/C (max of \$700 per unit) \$7,000 for ductless heat pump, heat pump or hardwired AC 	For all other sites: 60% of equipment and installation cost, up to a max of: <ul style="list-style-type: none"> \$800 for portable or window A/C (max of \$400 per unit) \$4,000 for ductless heat pump, heat pump or hardwired AC
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Equipment Type and Quantity	Equipment Info	Project Cost	Additional Funding	Incentive Requested
<input type="checkbox"/> Portable A/C Quantity (1 or 2): <input type="checkbox"/> Window A/C Quantity (1 or 2): <input type="checkbox"/> Hardwired A/C <input type="checkbox"/> Ductless Heat Pump <input type="checkbox"/> Ducted Heat Pump <input type="checkbox"/> Other HVAC system type: _____	Manufacturer(s)	Equipment cost \$	If applicable, provide total additional funding received for this project (e.g. state or federal funds, grants, utility rebates) \$	\$
	Model(s)			
	Total capacity of unit(s) BTU/hr	Installation cost, if applicable \$		
	Installer name, if applicable			
Installation date				

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Incentive Application | Form 2020



This chart shows the cooling capacity (BTU/hr) needed for different spaces to maintain a temperature of 80° F or less during extreme heat. It also shows the types of equipment and quantity that can be installed in the space to achieve the required cooling capacity. This table should be used to select cooling equipment that meets or exceeds the cooling BTU capacity required for the space.
NOTE: If your cooling space doesn't fit within the specifications on this chart, you must contact us to receive a technical consultation before starting your project.

Year Built	Cooling Space Size (square feet)	Number of Expected Occupants	Capacity Required for Extreme Heat (BTU/hr)	You Can Achieve the Required Cooling with:		
				Quantity of Portable A/C Units	Quantity of Window A/C Units	Quantity of Ductless Heat Pump, Heat Pump or Hard Wired AC
Before 1975	100	5	12,000	1	1	1
		10	15,000	2	1	1
	200	5	20,000	2	2*	1
		10	22,000	2	2*	1
		20	24,000	2	2*	1
	300	5	27,000	2	2*	1
		10	28,000	2	2*	1
		20	32,000	2	2*	1
	400**	5	33,000	2	2*	1
		10	35,000	2	2*	1
		20	38,000	2	2*	1
	1975 or later	100	5	6,000	1	1
10			8,000	1	1	-
200		5	7,000	1	1	-
		10	9,000	1	1	1
		20	12,000	1	1	1
300		5	9,000	1	1	1
		10	10,000	1	1	1
		20	13,000	1	1	1
400**		5	9,000	1	1	1
		10	12,000	1	1	1
		20	14,000	1	1	1

* Requires two separate windows in the same room

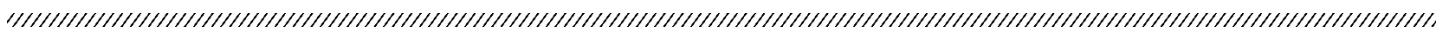
** If your space does not fit the chart's guidelines, it may still be eligible for this program. Contact us at community.cooling@energytrust.org or 1.888.889.0018 and a representative from our team can discuss your space and review the cooling requirements with you.

Participant Signature	
<p>By signing below, you represent that (i) the information provided in this Incentive Application is accurate and truthful to the best of your knowledge, and (ii) you have read, understand and agree to the Terms and Conditions and are duly authorized to sign this agreement on behalf of the named Participant.</p>	
Authorized Representative Name (printed)	Title
Signature	Date

To authorize Energy Trust to pay the incentive to your Contractor, both Participant and Contractor need to also fill out and sign the Assign Incentive Payment section on Page 6.

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Incentive Application | Form 2020



Terms and Conditions

- 1. Application.** Energy Trust must receive this application with all required accompanying documentation within 90 days of equipment purchase and installation in order to qualify for incentives. All required information must be submitted before this application will be processed. Participant represents that the information and documentation it submits in support of this application is complete, truthful and accurate. Participant should retain a copy of this application and any accompanying documentation submitted. Energy Trust's Program Management Contractor (PMC) provides Landlord-provided Cooling Spaces program (Program) services on behalf of Energy Trust. Neither Energy Trust nor the PMC will be responsible for any lost documentation pertaining to this application, or any lost or misdirected mail.
- 2. Eligibility.** Participant represents that they are the landlord of a multifamily property or manufactured home park located in Oregon. If the Cooling Space will be installed at an offsite premise location that is not owned by Participant, Participant must additionally submit a completed and signed **Form 2000: Offsite Host Consent** along with this application.
- 3. Eligible Equipment.** Equipment must be new and must meet Energy Trust minimum BTU cooling load capacity specifications to qualify. The specifications and incentive amounts listed in this application are subject to change. Visit energytrust.org/community-cooling to confirm current Program specifications and incentives. If you or your contractor are not sure of the specifications, please contact us before proceeding.
- 4. Cooling Space Installation.** Participant represents that (i) the Cooling Space can accommodate five (5) or more people, (ii) that it has the right to install the cooling equipment on the property and site at which the equipment is installed and that any necessary consents have been obtained, and (iii) that all equipment installed and work performed complies with all federal, state, and local safety, building and environmental codes, and any manufacturer instructions. If the offsite Cooling Space is more than 0.25 miles from the premise, landlord additionally represents that landlord will arrange for and provide tenant transportation to the Cooling Space.
- 5. Cooling Space Operation.** Participant agrees to operate the Cooling Space during extreme heat events. Extreme heat event means a day or days for which the National Weather Service of the National Oceanic and Atmospheric Administration has predicted or indicated that there exists a heat index of extreme caution for the county where the Cooling Space is located.
- 6. Project Cost Documentation.** Participant must submit all sales slips, invoices, manufacturer specification sheets and/or other pertinent documents itemizing the equipment purchased. The project cost documentation submitted must show (i) the date of purchase and itemized price paid, (ii) size, type, make, and model of equipment purchased, (iii) a description of any installation or other labor charges. Participant must also submit a photograph of the installed equipment in the Cooling Space. The Program may require additional site or technical information from Participant, for certain equipment, in order to determine whether it qualifies for incentives. Participant will provide Energy Trust with additional proof of purchase or other requested equipment information upon request. If Participant is leveraging additional funding sources to directly reduce all or a portion of the final project costs incurred by Participant for the cooling equipment (for example, state/federal funding, grants, discounts, rebates, incentives or other similar types of consideration) then Participant is required to notify Energy Trust in writing when submitting the project documentation and Energy Trust's incentive will not exceed an amount equal to the total eligible project cost minus such additional funds.
- 7. Payment.** Incentives will be paid after (i) installation of qualifying equipment at the property site address listed and in accordance with Program requirements, (ii) submission of this completed application and a complete, accurate, and verifiable **IRS Form W-9 (Request for Taxpayer Identification Number and Certification)** for the incentive check recipient and all required accompanying project cost documentation, and (iii) satisfactory completion of a post-installation verification, if required. Incentives will be paid directly to the named Participant, unless the **Assign Incentive Payment** section is completed and signed by both Participant and the Contractor. Please allow 60 days from Energy Trust's receipt of all information for delivery of incentive payment. Failure to deliver all required documentation may result in a delay or withholding of payment.
- 8. Incentives.** Funds for incentives are limited and subject to budget availability. Program requirements, including incentive levels and limits, are subject to change. The total incentive provided will depend upon the incentive amounts in effect as of equipment purchase. **See page 2 for incentive limits in effect for landlord provided cooling spaces.** Determination of site eligibility for application and incentive purposes shall rest solely with Energy Trust.
- 9. Verification.** Equipment installations may be selected for a post-installation verification. Should Participant's property be chosen for a post-installation verification of the equipment, Participant shall provide Energy Trust or its PMC reasonable access to the site during, but not limited to, extreme heat events. This verification is for the purpose of determining compliance with Program requirements only. No warranty is implied.
- 10. Tax Liability.** Energy Trust is not responsible for any tax liability which may be imposed on the Participant as a result of any incentive payment. 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.
- 11. No Endorsement.** Energy Trust does not endorse any particular manufacturer, contractor or product in promoting the Program. The fact that the names of particular manufacturers, contractors, products or systems may appear in the Program 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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Incentive Application | Form 2020



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12. Access and Evaluation. Reviews and evaluations of project work during and after installation are a critical part of Energy Trust's evaluation process. Participant agrees to cooperate with any such evaluation as a requirement of its 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 additional technical and other project documentation related to the installed equipment, and (iii) information about the operations of the equipment and/or project site(s) for the purposes of evaluating performance during and after project completion. Participant 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.

13. Disclaimer/No Liability. In connection with some applications, Energy Trust will provide incentive funding for cooling equipment. Participant understands that, while Energy Trust may provide this funding, neither Energy Trust nor the PMC are supervising any work performed for Participant, and neither Energy Trust nor the PMC are responsible in any way for proper completion of that work or proper performance of any equipment purchased. Participant assumes the risk of any loss or damage(s) that Participant may suffer in connection with the equipment.

14. Information Release. Participant agrees that Energy Trust may include some or all of the following information in reports to Oregon Department of Energy, the legislature, the Oregon Public Utility Commission (OPUC), and other government agencies as necessary to meet Energy Trust responsibilities and regulatory requirements: Participant's name, site address, site building characteristics, priority site type, size and occupancy of the cooling space, cooling equipment specifications, project cost, Energy Trust services or incentive payments provided to the Participant. Energy Trust will treat all other information gathered as confidential and report it to such agencies only in the aggregate.

15. 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.

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Incentive Application | Form 2020



Option: Assign Incentive Payment

Complete and sign this section to authorize Energy Trust to pay the incentive for eligible Cooling Space equipment listed in this Incentive Application to the Contractor named below. If this option is selected, a complete, accurate and verifiable **IRS Form W-9** (Request for Taxpayer Identification Number and Certification) for the named Contractor is required and must also be provided to Energy Trust.

Payment Assignment Authorization

By signing and submitting this Payment Assignment Authorization, both Participant and the Contractor named below (i) confirm that Contractor has deducted the full amount of the Energy Trust incentive for the eligible Cooling Space equipment identified in this Incentive Application from its invoice to Participant, and (ii) understand and agree that the incentive check associated with this Incentive Application will be issued to the Contractor at the check mailing address listed below and Energy Trust is not responsible for any tax liabilities that may be associated with the incentive payment. Participant shall remain responsible to Energy Trust for complying with the Incentive Application's Terms and Conditions. In the event that Energy Trust does not pay the incentive as a result of Participant's failure to comply with the Incentive Application's Terms and Conditions, Contractor's sole recourse shall be against Participant. Contractor shall have no rights against Energy Trust or the PMC with respect to this Payment Assignment Authorization. Participant directs Energy Trust to pay any incentive to which it is entitled for this Incentive Application to the Contractor named below and waives all rights to directly receive the Energy Trust incentive for the identified Cooling Space project. By signing below, you represent to Energy Trust that you have read and are duly authorized to sign this Payment Assignment Authorization on behalf of the party for whom you are signing.

Participant Signature (the "Participant" as named on this Incentive Application)

Participant <i>Authorized Representative</i>		Date
<i>(printed name)</i>	<i>(signature)</i>	

Contractor Name and Signature (Check Recipient)

<i>Contractor Authorized Representative</i>		Date
<i>(printed name)</i>	<i>(signature)</i>	

Contractor Legal Business Name
(must match submitted IRS form W9 for Contractor)

Mailing Address for Check	City	State	Zip
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Phone	<input type="checkbox"/> cell <input type="checkbox"/> home <input type="checkbox"/> work	Email
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