

Participating Organization: Community Partner Funding

Residential | Participation Agreement | Form 371CPF



Energy Trust of Oregon, Inc. ("Energy Trust") is seeking organizations to participate in its **Community Partner Funding** program (the "Program") as outlined in this Agreement. Read this Agreement and then complete the information required in the signature box on page three. **Return the completed and signed Agreement to Energy Trust at the address at the bottom of this form.**

To participate, an organization must complete all sections of this participation agreement **Form 371CPF: Participation Agreement - Participating Organization – Community Partner Funding** (the "Agreement"). Upon submission of a complete and signed Agreement, Energy Trust will determine whether to approve or deny participation. Upon receiving a signed copy of this Agreement with Energy Trust approval, the organization will be eligible to receive training to become a "Participating Organization." Upon completion of required training, the organization becomes a Participating Organization eligible to participate in the Program. Each Participating Organization will receive **Form PI320CPF: Community Partner Program Information (PI) Sheet** that will confirm available measures and funding amounts.

Program Information

Energy Trust funding is offered for eligible projects completed by a Participating Organization that contain qualifying energy-saving devices and services. Funding is provided to a Participating Organization that managed the completion of the eligible project. The Participating Organization submits to Energy Trust a signed **Form 300CPF: Participating Organization Authorization Form**, **copy of installer(s) invoices**, and **required project documentation** showing the total amount paid by the Participating Organization to install the given energy upgrades. Required project documentation will vary depending on which energy-savings upgrades the Participating Organization is requesting reimbursement. Participating Organization will refer to the PI Sheet for documentation requirements and guidelines. Upon receiving this information, Energy Trust pays the funding amount to the Participating Organization. Only a Participating Organization may offer the funding as outlined below.

PARTICIPATING ORGANIZATION OBLIGATIONS: Participating Organization bears responsibility for determining each customer's eligibility for Community Partner Funding, based upon the Community Partner Funding PI sheet. Community Partner Funding is available to **detached single-family and manufactured home customers** who are (i) Oregon residential electric service customers of Portland General Electric or Pacific Power and (ii) Oregon residential natural gas service customers of NW Natural, Cascade Natural Gas or Avista. Community Partner Funding is available to **detached single-family, manufactured home, and small multifamily** (plexes up to four and side-by-side properties) who are (iii) Washington residential natural gas service customers of NW Natural.

1. Participating Organization agrees to verify project installations by including contractors' invoices after installation of a qualifying energy upgrade.
2. Participating Organization must not employ as a contractor any firm that has been suspended or terminated from any Energy Trust program, except those suspended or terminated due to low participation. Contractors must comply with all applicable laws and certify that they have and shall maintain all appropriate licenses, registrations, and certifications for the work it performs, including, but not limited to, Construction Contractors Board (CCB) requirements and shall be solely responsible for its noncompliance with said laws, licenses, registrations and certifications.
3. Participating Organization shall submit a completed funding application, signed **Form 300CPF: Participating Organization Community Partner Funding Authorization** and an invoice copy for each installation for which Energy Trust funding reimbursement is sought. Participating Organization may choose whether to complete the optional Customer & Project Information Application on **Form 300CPF**, or submit supporting documentation verifying the same information to establish upgrade eligibility.
4. If Participating Organization is a community action agency that administers utility ratepayer funding, then it shall submit energy audit documentation in order to receive reimbursement for qualifying sites for energy upgrades and complete quality assurance records which document all completed energy upgrades at the site, even for improvements that do not receive Energy Trust funding.
5. If Participating Organization does not receive utility rate payer funding, then it shall submit required project and customer information as defined by the program. Participating Organization will use program provided audit tools, and share data collected with the program. Work with a program representative to ensure energy audit incentive requirements are met.

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Additional Funding Sources

Participating Organizations providing weatherization, HVAC upgrades or in-home repair services in combination with Energy Trust funding for income-eligible customers agrees to disclose all rate payer and non-ratepayer funding that will be used on projects funded by Energy Trust.

RATEPAYER FUNDING: Participating Organization cannot apply ratepayer funding towards projects funded by Energy Trust unless approved to do so by the Oregon Public Utilities Commission prior to the signing of this agreement. If ratepayer funding is selected below, then Participating Organization must provide unique Job IDs as reported to the Oregon Housing and Community Services for each project on **Form 300CPF: Participating Organization Community Partner Funding Authorization**.

If utility ratepayer funding is not disclosed on this form, Participating Organization cannot use utility ratepayer funding to cover any associated costs for projects funded by Energy Trust.

Select which funds (if any) will be used for projects that receive Energy Trust funding.

Utility Ratepayer Funding	Funding Entity
Energy Conservation Helping Oregonians (ECHO)	<input type="checkbox"/> PGE <input type="checkbox"/> Pacific Power
Oregon Low Income Energy Efficiency (OLIEE)	<input type="checkbox"/> NW Natural <input type="checkbox"/> Cascade Natural Gas <input type="checkbox"/> Avista
<input type="checkbox"/> Other Utility Funding Sources	Describe:

NON-RATEPAYER FUNDING: Participating Organization may apply non ratepayer funds towards projects funded by Energy Trust. Participating Organization must provide unique Job IDs as reported to the Oregon Housing and Community Services for each applicable project on **Form 300CPF: Participating Organization Community Partner Funding Authorization**.

Select which funds (if any) will be used for projects that receive Energy Trust funding.

Non-Ratepayer Funding	Funding Entity
Weatherization Assistance Program (WAP)	<input type="checkbox"/> USDOE
Low Income Home Energy Assistance Program (LIHEAP)	<input type="checkbox"/> USHHS
Community Development Block Grants	<input type="checkbox"/> USHUD
Home Investment Partnerships Program Funding (HOME)	<input type="checkbox"/> US HUD
Housing Preservation Grants	<input type="checkbox"/> USDA
Environmental Protection Agency Grants	<input type="checkbox"/> US EPA
Department of Environmental Quality (State or Federal) Grants	<input type="checkbox"/> DEQ

Other Funding Sources	Funding Entity

Customer Payment

Will the customer pay for any portion of projects that receive Energy Trust funding? (Select all that apply.)

- ☐ No, Customer will not pay for projects funded by Energy Trust ☐ Yes, Customer will pay either a portion of project cost, or the full project cost once installation is completed ☐ Yes, Customer will pay a portion or the full project cost through a loan

CUSTOMER PAYMENT: If Participating Organization requires payment from the customer on a project funded by Energy Trust, Participating Organization will include amount of customer payment on supporting documentation submitted to the Program, and will show that Energy Trust funding amount provided to Participating Organization was reduced from total project cost passed to the Customer, not including the audit service fee, if applicable.

CUSTOMER LOANS: If Participating Organization is offering a loan to a customer on a project that receives Energy Trust Community Partner Funding, the Participating Organization will provide documentation to show that the customer loan total was reduced equal to the amount of Energy Trust funding provided for that project, or documentation to show the funding amount was used to buy down the interest on the loan. Please note, the audit service fee, if applicable does not need to be passed through to the customer.

Certificate of Insurance

Participating Organization must either, (a) maintain a commercial general liability policy that covers the type of work Participating Organization performs pursuant to this Agreement and meets the requirements of this section, or (ii) contract with a contractor that maintains such a commercial general liability policy. In either case, the certificate of insurance must include (i) an "additional insured" provision providing that Energy Trust of Oregon, Inc. and its directors, officers and employees are included as an Additional Insured, and include (ii) cross liability and waiver of subrogation clauses, and (iii) an acknowledgement that in the event of a loss, Participating Organization or contractor policy will be primary.

The required Certificate(s) of Insurance must specifically name Energy Trust as a Certificate Holder and must show, at a minimum, the following:

- Occurrence based Commercial General Liability Insurance (including products and completed operations coverage)
 - With limits of not less than \$1,000,000 per occurrence for bodily injury and property damage liability, with an annual aggregate limit of not less than \$1,000,000 and
 - The certificate provided for this insurance must clearly evidence the additional insured endorsement.
- State-required workers' compensation insurance.

Alternative Insurance Exception: If Participating Organization cannot meet the above insurance requirements, exceptions can be requested and approved by Energy Trust Legal. Please detail any exceptions needed here:

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Additional Terms and Conditions for Participation as a Participating Organization

SERVICE STANDARD: Participating Organization will exercise a high level of customer service and perform Program services at all times in a professional manner. Additionally, Participating Organization will cooperate and collaborate closely with Energy Trust.

PROGRAM MARKETING: Participating Organization may use Energy Trust's logo on marketing or advertising materials only with prior approval from Energy Trust.

NON-DISCLOSURE AGREEMENT: Participating Organization may receive customer information from Energy Trust. Any information received from Energy Trust that is not regarded as public knowledge is to be treated by Participating Organization as private and confidential. No customer information may be shared with anyone except as necessary with contractors to assess, bid on, and complete measures for Customers.

TIMELINESS: Participating Organization will respond to Energy Trust or Customer requests within three (3) business days.

JOB COMPLETION TIMELINES: Participating Organization agrees to submit application materials to the Program within sixty (60) business days of installation completion unless additional time is authorized in writing by Energy Trust.

WARRANTY: Participating Organization must provide the Customer with a written warranty on labor and materials for a minimum of one year from the date the service is completed (this excludes caulk or mastic work). Installed equipment must carry manufacturer's warranty, including any applicable extended warranty coverage.

QUALITY ASSURANCE (QA) VERIFICATIONS: QA verifications are assessments of work performed under the Program for compliance with the current **Home Retrofit Specifications Manual**, the PTCS specifications and this Agreement. Energy Trust may request Participating Organization's findings from QA verifications completed. The Participating Organization **will not** hold Energy Trust responsible in any lawsuit arising from work completed under the Program.

SUSPENSION AND TERMINATION: Participating Organization acknowledges and agrees that Energy Trust may suspend and/or end Participating Organization's eligibility for participation in Program activities at any time for revisions to the Program, for violation of this Agreement or for any other reason, in its sole discretion. Participating Organization will be promptly notified in writing of such suspension or termination. In particular but without limitation, Energy Trust will immediately terminate this Agreement if Participating Organization is found to have falsified paperwork. Participating Organization may terminate this Agreement at any time.

Authorized Signature

By signing below, I represent to Energy Trust that (i) I am duly authorized to submit this Agreement application on behalf of the Applicant named herein; (ii) the information contained in this application is true, accurate and complete; (iii) I have read this application in its entirety; and (v) I understand and accept the terms and conditions contained in this application.

I further understand and accept that approval or rejection of this application is in the sole discretion of Energy Trust and that **ONLY** upon receipt of an application approval notice for the specific Energy Trust program identified in this application and completion of required training will applicant be a Participating Organization.

Energy Trust reserves the right to modify, at any time during the term of this Agreement, the provisions of this Agreement. Any such future modifications will be incorporated into this Agreement.

Authorized representative (printed name)	Signature	Date
Representative's title	Organization name	
Organization email	Organization phone	

- ☐ Please attach a complete, accurate, and verifiable W-9 to this agreement
- ☐ Please attach required Certificate(s) of Insurance specifying Energy Trust as a Certificate Holder
- ☐ *Optional:* Participating Organization meets alternative insurance requirements as determined by Energy Trust Legal

Energy Trust Approval

Name	Signature	Date
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