



Oregon

Tina Kotek, Governor



[Date_of_Letter]

[Applicant_Name]

[Mailing_Address]

[City_State_Zip]

550 Capitol St. NE
Salem, OR 97301
Phone: 503-378-4040
Toll Free: 1-800-221-8035
FAX: 503-373-7806
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SUBJECT: Notice of Award and Letter of Intent to Meet Conditions
Agency Notice of Award Number: [CSR__YYNNN]
Application Number: [Application_Number]
Unique Building Identifier ("UBID"): [UBID]
[Building_Owner_Name], Building Owner ("Applicant")
[Building_Address]

Dear Applicant:

Pursuant to Opportunity Announcement #26-091, published May 11, 2026, your incentive application to the Oregon Department of Energy ("ODOE" or "Agency") Early Compliance Action and Planning Program ("ECAPP") has been conditionally selected for an incentive award of up to [Amount].

This letter establishes conditions that must be understood and agreed to by you before further consideration may be given to your application. Any significant changes in the project or Application must be reported to and concurred with by the Agency by written amendment to this letter. Any changes made without Agency concurrence shall be cause for discontinuing processing of the application.

This letter does not constitute final award approval, nor does it ensure that funds are or will be available for the incentive. The incentive award will be considered approved, subject to satisfaction of the conditions set forth in this letter, on the date the attached Letter of Intent to Meet Conditions is countersigned by the Agency and approved as required by law.

If you agree to meet the conditions set forth in this letter, please complete and return the attached Letter of Intent to Meet Conditions **no later than 11:59pm, 45 calendar days from the date of this letter.**

If you do not return the Letter of Intent to Meet Conditions on or before **the 45-calendar day deadline stated above**, or if you do not meet the conditions of this letter, the Agency reserves the right to withdraw Agency funding.

The terms and conditions of the incentive award are as follows:

1. The total incentive awarded is [Amount] (the "Award") for the commercial building located at [Building_Address] (the "Building"). The Applicant agrees to complete the following compliance actions before the early compliance date:
 - [Option_1_Energy_Benchmarking_and_Report]
 - [Option_2_Energy_Management_Plan_and_Operations and Maintenance Program]
 - [Option_3_Energy_Audit]
 - [Option_4_Achieving_Compliance]

These compliance action(s) are referred to collectively herein as the "Project."

2. Applicant is the fee-simple owner of the Building.

3. The Building is a [Tier1/Tier 2] covered commercial building. The Building meets the requirements established under OAR-330-0010, which refers to the ASHRAE 100 2024 national standards for energy efficiency in existing buildings with additional Oregon amendments as published by Agency for application in the state of Oregon [If Tier 1: and has a calculated Energy Use Intensity (EUI) that is at least 15 units greater than its Energy Use Intensity target (EUI)].
4. The Building is not exempt from the Oregon Building Performance Standard (“BPS”) and the Applicant will not file an exemption application for the Building.
5. Each compliance action that makes up the Project must be completed prior to the early compliance date of [early_compliance_date] to be eligible for the corresponding incentive payment.
6. Applicant will obtain all applicable licenses, permits, or other authorizations that are required for the Project. The Project must pass all required inspections.
7. Applicant will complete the following required compliance actions and provide the required documentation to demonstrate completion.
 - [Option_1_Energy_Benchmarking_and_Report]
 - Required Actions: calculation of the Building’s EUI and EUI_t and reporting the findings to the Agency
 - Required documentation: Form A: Application for Oregon BPS compliance or Form G: Grouped Buildings Application for Oregon BPS Compliance; Form B: Building Activity and Energy Use Intensity Target (EUI_t); Form C: Calculation of Energy Use Intensity (EUI) with a copy of the Energy Star Portfolio Manager (ESPM) report, including the building’s WN-EUI]
 - [Option_2_Energy_Management_Plan_and_Operations and Maintenance Program]
 - Required Actions: develop and document Building’s EMP and O&M Program
 - Required documentation: EMP and O&M checklists using the format provided on the Agency’s Building Performance Standard (“BPS”) webpage; EMP and O&M documentation must be available for Agency to review upon request]
 - [Option_3_Energy_Audit]
 - Required Actions: complete an energy audit of Building
 - Required documentation: Form E: Energy Audit using the required format as provided on Agency’s BPS webpage]
 - [Option_4_Achieving_Compliance]
 - Required Actions: demonstrate that EUI of Building is equal to or less than EUI_t
 - Required Documentation: An updated Form C: Calculation of Energy Use Intensity (EUI) demonstrating that EUI is equal to or less than EUI_t; or, if the Investment Criteria was followed, an updated Form E: Energy Audit or Form L: Life Cycle Cost Assessment attesting that all cost-effective energy efficiency measures have been installed.]
8. Applicant must provide other documentation reasonably requested by the Agency to verify compliance with program requirements, including, but not limited to, copies of utility bills to verify energy consumption data for the Building, and share access to the Building property with Agency in ESPM.
9. Applicant must submit Part II of the application, including the documentation detailed above, demonstrating completion of the Project, no later than [part_II_application_date].

10. Applicant may submit required documentation and request incentive payments for each completed compliance action separately. Each request must be made through submission of Part II of the application.

11. If Applicant is submitting requests for incentive payment for compliance action(s) separately, or if the Applicant did not complete all of the applicable compliance actions, the Applicant will receive an incentive for each completed compliance action according to the incentive per square foot of Gross Floor Area (GFA) up to the total incentive award.

12. Applicant must notify the Agency as soon as practicable of situations that would delay or prevent the completion of the Project.

- a. In the event of a delay, Applicant may request an extension of the early compliance date. The request for extension must be submitted to Agency in writing to Andrew Johnson @ Andrew.Johnson@energy.oregon.gov and must include a plan for remedying the cause of the delay and completing the Project by the proposed extended deadline.
- b. Agency, in its sole discretion, may grant an extension of the early compliance date of up to ninety (90) days. No extension of the early compliance date is valid unless contained in a written amendment to this letter signed by Agency and Applicant.

13. Agency will pay Applicant from monies dedicated from the General Fund. Disbursement of the Award is contingent, as of the time of disbursement, on Agency having received sufficient expenditure authorizations to allow Agency, in the exercise of its reasonable administrative discretion, to make the disbursement. Agency may terminate the Award immediately, upon written notice to Applicant, if Agency does not obtain sufficient funding and expenditure authorizations to allow Agency to make the Award.

14. The Letter of Intent to Meet Conditions (the "Agreement") has been duly executed and delivered by Applicant and constitutes a legal, valid and binding obligation of Applicant, enforceable in accordance with its terms subject to the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights generally.

15. Applicant has all the necessary rights, powers, and authority under any organizational documents and under Oregon Law to (i) execute the Agreement, (ii) incur and perform its obligations under the Agreement, and (iii) receive financing, including the Award, for the Project. Applicant's execution and performance of the Agreement does not and will not violate any provision of applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency or any provision of Applicant's organizational documents, and does not and will not result in the breach of, or constitute a default or require any consent under, any other agreement or instrument to which Applicant is a party or by which Applicant or any of its properties may be bound or affected. No authorization, consent, license, approval of, filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by Applicant of the Agreement.

16. Applicant has disclosed in writing to Agency all material facts related to the Project and the ability of Applicant to complete the Project. Applicant has made no false statements of fact to Agency, nor has it omitted material information. Applicant has no undisclosed liquidated and delinquent debt owed to the State of Oregon or any department or agency of the State of Oregon. The information contained in this Agreement and Applicant's incentive application is true and accurate in all respects.

17. Applicant authorizes any incentivizing entity outside of the department to release all relevant information on this Project to the Agency. This includes, but is not limited to, project information and incentives offered and received, and inspection results.

18. Applicant (to the best of Applicant's knowledge, after due inquiry), for a period of no fewer than six (6) calendar years preceding the date of execution of the Agreement and during the duration of the Agreement, faithfully has complied with:

- a. All tax laws of the State of Oregon, including, but not limited to, ORD 305.620 and ORS chapters 316, 317, and 318;
- b. Any tax provisions imposed by a political subdivision of the State of Oregon that applied to Applicant, to Applicant's property, operations, receipts, or income, or to Applicant's performance of or compensation for any work performed by Applicant;
- c. Any tax provisions imposed by a political subdivision of the State of Oregon that applied to Applicant, or to goods, services, or property, whether tangible or intangible, provided by Applicant; and
- d. Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.

19. Applicant shall retain and keep accessible all books, documents, papers, plans, records, and writings, that are directly related to this Agreement, the Award or the Project for a minimum of six (6) years, or such longer period as may be required by applicable law, following the later of (1) payment of the Award to Applicant or (2) the date of the conclusion of any audit, controversy or litigation arising out of or related to this Agreement.

20. Applicant acknowledges the Oregon False Claims Act, ORS 180.750 to 180.785, applies to any "claim" (as defined by ORS 180.750) made by (or caused by) Applicant that pertains to this Agreement or to the Project. Applicant certifies that no claim described in the previous sentence is or will be a "false claim" (as defined by ORS 180.750) or an act prohibited by ORS 180.755. Applicant further acknowledges in addition to the remedies available to Agency under this Agreement, if it makes (or causes to be made) a false claim or performs (or causes to be performed) an act prohibited under the Oregon False Claims Act, the Oregon Attorney General may enforce the liabilities and penalties provided by the Oregon False Claims Act against Applicant.

We look forward to working with you to complete this project. If you have any questions, please contact Andrew Johnson at (971) 433-9307 or andrew.johnson@energy.oregon.gov.

Sincerely,

Blake Shelide

Blake Shelide
Codes and Standards Manager
Oregon State Department of Energy

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LETTER OF INTENT TO MEET CONDITIONS

Date: _____

To: Oregon Department of Energy
Blake Shelide, Codes and Standards Manager

We have reviewed and understand the terms and conditions set forth in your Notice of Award and Letter of Intent to Meet Conditions dated _____. **It is our intent to meet all Conditions set forth in the Notice of Award not later than _____.**

[_____] Authorized Representative Signature

[NAME OF APPLICANT]

BY _____ [Printed Name]

ITS _____ [Title]



**State of Oregon
Acting by and through its
Department of Energy**

Acknowledged and approved by:

Alan Zelenka, Assistant Director

Date of Signature: _____