

[DATE]

[AWARDEE]

[ADDRESS]

[CITY, STATE, ZIP]

SUBJECT: Notice of Award and Letter of Conditions

UBID:

Building Owner Name:

Building Address:

Pursuant to Opportunity Announcement #25-083, published October 22, 2025, 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 IN LONGHAND] dollars (\$#).

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 Applicant 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 with thirty (30) days.

If you do not return the Letter of Intent to Meet Conditions on or before [DATE] 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 IN LONGHAND] dollars (\$#) (the “Award”) for the commercial building located at [BUILDING ADDRESS] (the “Building”). The award includes [AMOUNT IN LONGHAND] dollars (\$#) for Energy Benchmarking and Reporting, [AMOUNT IN LONGHAND] dollars (\$#) for Energy Management Plan and Operations and Maintenance Program, [AMOUNT IN LONGHAND] dollars (\$#) for Energy Audit, and [AMOUNT IN LONGHAND] dollars (\$#) for Achieving Compliance. These compliance actions are referred to collectively herein as the “Project.”
2. Applicant is the fee-simple owner of the Building.
3. The Building is a Tier [1 or 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 ODOE for application in the state of Oregon[, (Tier 1 only) and has a calculated Energy Use Intensity (EUI) that is at least 15 times great than its Energy Use Intensity target (EUI_t)].

4. The Building is not exempt 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 [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:

a. Energy Benchmarking and Reporting

- i. Required Actions: calculation of the Building's EUI and EUI_t and reporting the findings to the Agency
- ii. 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

b. Energy Management Plan ("EMP") and Operations and Maintenance ("O&M") Program

- i. Required Actions: develop and document Building's EMP and O&M Program
- ii. 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

c. Energy Audit

- i. Required Actions: complete an energy audit of Building
- ii. Required documentation: Form E: Energy Audit using the required format as provided on Agency's BPS webpage

d. Achieving Compliance

- i. Required Actions: demonstrate that EUI of Building is equal to or less than EUI_t
- ii. 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.

9. Applicant must submit Part II of the application, including the documentation detailed above, demonstrating completion of the Project, no later than [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. 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 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 signed by Agency and Applicant.

12. Agency will pay Grantee 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.

13. 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.

14. 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.

15. 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.

16. 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, incentives offered and received, and inspection results.

17. 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.

18. 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.

19. 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 [NAME] at [PHONE NUMBER AND/OR EMAIL].

Sincerely,

[NAME]

[TITLE]

LETTER OF INTENT TO MEET CONDITIONS

Date: _____

To: Oregon Department of Energy
[CONTACT NAME AND ADDRESS]

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

Signature

[NAME OF APPLICANT]

BY _____

ITS _____

Acknowledged and approved by:

[ADD ODOE SIGNATURE BLOCK, WITH DATE OF EXECUTION]