



# Terms & Conditions

DECEMBER 2025



# Energy Friendly Homes

## LANGUAGES

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## ENERGY FRIENDLY HOMES PARTICIPATION TERMS AND CONDITIONS

The Portland Clean Energy Community Benefits Fund ("PCEF") Energy Friendly Homes Program ("Program") provides funds ("Incentives") for home energy retrofits in the City of Portland to help qualifying participating homeowners ("Client(s)") reduce the amount of energy they use to heat and cool their homes. All Program home upgrades will be performed by a program participating contractor ("Contractor").

**Program Administrator.** The City of Portland has contracted with Evergreen Consulting Group I, LLC DBA Evergreen Energy Partners ("Evergreen") to act as the Program Administrator and has authorized Evergreen and its subcontractors to administer the Program including, but not limited to, such activities as: reviewing, processing, and approval of Contractor payments; Client and Contractor applications; qualifying and training of Contractors; pre-inspections of Client home or site, and project information requests from Clients. The City of Portland has contracted other parties as Program Implementers (see below) to administer client navigator provider and quality assurance provider roles outside Evergreen administration.

**Program Implementers.** Evergreen and other authorized Program representatives under contract with the City of Portland or Evergreen are referred to as "Program Implementers" in this Agreement. Program Implementers include, but may not be limited to, Evergreen, City of Portland, City of Portland contractors for client navigator provider ("Client Navigator") and quality assurance provider ("Quality Assurance Provider") roles. Evergreen is not responsible for the acts or omissions of other Program Implementers, of any contractor performing services at your property in connection with the Program, or of the Program itself.

**Agreement.** This Application serves both as your application to participate in the Program, and also as the Program Client Participation Agreement ("Agreement"). It sets forth the terms and conditions governing Client's relationship to the Program's provision of services. By signing below, you ("you", "your" or, if accepted into the Program, "Client") are applying to participate in the Program as a participating Client and, if selected, you agree to comply with and be bound by these terms and conditions for the duration of your participation in the Program, expected to run through 2029.

If you choose to apply and are accepted to participate in the Program, you have the potential to save energy while reducing your impact on the environment. This application will guide you through the steps needed to apply for Incentives under the Program.

Incentives are not available to everyone. Incentives are based on Clients' **income, occupancy and home eligibility**, defined in the Eligibility section below. The information you submit in this application, together with information gathered in home site assessment(s) conducted in the next

step in the process will be used to determine whether you are eligible to participate. To determine eligibility, you must complete, sign, and submit this application. The next step will be to schedule and conduct a preliminary home walk-through or a full home energy assessment with a Contractor. The information gathered during the walk-through and assessment(s) will be used to confirm eligibility. If the assessment deems the home ineligible, you will not be selected to participate in the Program.

To confirm your eligibility, Program Implementers will ask you to provide additional information, including financial information. If you meet all eligibility requirements, Program Implementers will use this application to reserve Incentives on a first-come, first-served basis with other qualifying applications according to the date of the signed application and subject to availability of funding for the applicable eligibility tier. Please refer to the Program website at [EnergyFriendlyHomes.com](https://EnergyFriendlyHomes.com) to see the current Incentive availability and eligibility requirements.

**The following terms apply to your participation in the Program. You should read these carefully and if you don't understand them, you should talk with a lawyer.**

## PARTICIPATING CONTRACTORS

- All Program home upgrades will be performed by a Program participating Contractor. For a list of participating Contractors see <https://EnergyFriendlyHomes.com/participating-contractors>.
- If your Application is accepted, the other qualification criteria are met, and you receive notification that you have been selected to participate in the Program, you will be contacted by a Contractor that has been approved in advance by Program Implementers as meeting the Program Contractor eligibility criteria. Only Program-approved Contractors can be used to perform the energy retrofit work on your home for which Incentives are to apply.
- The Contractor will prepare a proposed scope of work ("SOW") and submit it to you for your approval. If you agree to the proposed SOW, the Program will submit the SOW to the Quality Assurance Provider. The Quality Assurance Provider will review the SOW and either approve or reject the SOW. If Quality Assurance Provider rejects SOW, Client may work with Contractor to revise SOW. You will not be involved in the quality assurance process other than agreeing to the SOW and providing access to your home.

- If you choose to proceed with the approved SOW, you will need to enter into a separate agreement with the Contractor to perform the work. That contract will govern the relationship between you and the Contractor
- Neither the Program nor any Program Implementers makes any representation or warranty concerning Contractors' work or the quality, safety, performance or other aspect of any design, system or appliances installed in connection with the Program, and do not have any liability with respect to the services of any Contractor. All such representations, warranties, and liabilities (including without limitation implied warranties of merchantability and fitness for purpose) are disclaimed. If a concern were to arise that you and the Contractor cannot resolve, you are encouraged to contact the Oregon Construction Contractors Board.

## PAYMENTS

- The Program will issue incentive payments directly to the Contractor. You will not receive any funds from the Program.

## ELIGIBILITY REQUIREMENTS

Participation and funding eligibility are based on the home's eligibility, as determined by the energy assessment, on the home's occupancy, and on the total annual household income based on income verification. All projects receiving funds through the Program will need to meet Program eligibility requirements in place at the time of application approval. If you or the property fail to meet these requirements, you will not qualify to participate in the Program. If you provide false or misleading information, you may be subject to disqualification from the Program, and to civil or criminal penalties, and may result in further legal action.

### HOME ELIGIBILITY

- The property must be a single-family home (four or fewer attached units) located within the City of Portland limits as verified at <https://www.PortlandMaps.com/>.
- The property cannot be subject to any outstanding construction liens, encumbrances, or claims against the property as of the date the Scope of Work (SOW) is submitted to the Quality Assurance Program Implementer for approval. By approving the SOW to be submitted for Quality Assurance you represent and warrant that there are no such liens, encumbrances, or claims as of that date.
- **Scope of Work Approval:** Your home will undergo a home energy assessment. Based on that assessment, the Contractor will prepare a proposed SOW and submit it to you for

approval. If you agree to the proposed SOW, the Contractor will submit the SOW to the Quality Assurance Provider, who will review the SOW and either approve or reject the SOW based on eligible measures and installation checklists found on the Program contractor resources page here: <https://EnergyFriendlyHomes.com/contractor-resources>. You will not be involved in the quality assurance process other than agreeing to the SOW and providing access to your home.

- **Eligible Measures:** Program-funded energy efficiency projects are limited to those listed as eligible or otherwise having received Program approval as defined in the eligible measures, linked above.
- **Measure Prioritization:** The SOW must prioritize measures expected to produce the greatest modeled utility bill and energy savings, given budget, home construction and conditions, and technology constraints.
- **Minimum Savings:** Program-funded projects will be modeled to achieve a minimum 10% modeled (or projected) energy savings using Program-approved tool Snugg Pro; there is no guarantee of utility bill savings.

## OCCUPANCY & INCOME ELIGIBILITY

- You must be the owner of the property and reside in (occupy) the home and must be able to assume responsibility for home upgrades and to lawfully enter into a contract with the Contractor. By submitting this Application, you represent and warrant that you meet these requirements.
  - **Primary Occupant:** Eligibility for PCEF programs is determined by the primary occupant of the unit or building. The benefits of the investment flow to the primary occupant of the unit and/or building.
  - **Income Eligibility.** Income eligibility to participate in the Program is determined by the total gross taxable income of all household members ages 18 or older who reside in that unit.
  - **Types of Homes & Units:**
    - If there is more than one detached structure on the site, Program eligibility is determined by the primary occupant for each structure for which Program funds are being requested.
    - If there is more than one unit in the building, Program eligibility for each unit is determined by the primary occupant in that unit.
  - **Unoccupied Homes & Units:** If the building or unit is currently unoccupied, eligibility will be determined by the income eligibility of the individual or household who will occupy the unit following completion of the Program work. If income verification for that occupant is not possible or available, the project is not eligible to participate in the Program.

- Your total annual household income must fall into one of the following categories:
  - **Tier 1:** Homeowners having income less than 80% AMI (Area Medium Income): maximum Program funding per home is \$50,000.
  - **Tier 2:** Homeowners having income between 81% to 120% AMI: maximum Program funding per home is \$30,000.
  - **Tier 3:** Homeowners having income of between 121% to 150% AMI: maximum Program funding per home is \$15,000.
    - **Cost Share:** Homeowners in this tier (Tier 3) are required to contribute at least 50% of the cost of the home upgrade.
  - Homeowners having income in excess of 150% of AMI do not qualify for participation in the Program.
- Funding is reserved on a first-come-first served basis subject to program budget caps in each eligibility tier.
  - You are required to validate income to determine maximum funding allocated per home. See current income thresholds here: <https://www.portland.gov/phb/documents/2025-income-and-rent-limits-phb/download>.

## ACCEPTABLE DOCUMENTATION

If the Program accepts your application, you must provide one or more of the following documents to confirm income eligibility:

- **Tax documents:** Prior Year Tax Returns or 1099 and W2 forms for all sources of household income for the prior year.
- **Self-employed Income:** Prior Year Tax Returns or profit and loss statement and 1099 and W2 forms, 3<sup>rd</sup> party records of income such as rental property agreements and Uber, Lyft, and Airbnb statements.
- **Financial aid:** Documentation from school or institution
- **Unemployment benefits:** Benefit Letter
- **Social Security:** Annual Award Letter from Social Security Administration
- **Disability Income:** Annual Award Letter from Social Security Administration
- **Pensions, annuities, dividends, interests:** Passbook, dividend statement, or bank statement showing deposit
- **Veteran's benefits:** Benefit Letter
- **Child support:** Check or bank account statement with supporting written statement from paying party or Court Order
- **Alimony:** Check or bank account statement with supporting written statement from paying party or Court Order
- **Foster parent grants or payments or adoption assistance:** Benefit Letter or Court Order
- **Military family allotments:** Payment or Letter from Agency

- Work study: Earning Statement
- Workers compensation or strike benefits: Payment or Benefit Letter

For Clients that fall within Tier 1 of the Program, the Program will accept documents showing current enrollment into any of the following programs. Documentation may include a printed or emailed letter of acceptance into the program (often referred to as "enrollment letter" or "benefits letter") or current proof of enrollment. The documentation provided must be dated within the previous 12 months or show that enrollment in the program or receipt of benefits is active on the day the document is verified by the Program.

- TANF (Temporary Assistance for Needy Families)
- SNAP (Supplemental Nutrition Assistance Program) also known as Food Stamps
- WIC (Women, Infants, and Children) Special Supplemental Nutrition Program
- Oregon Head Start
- OHP (Oregon Health Plan) also known as Oregon's Medicaid Program
- Portland Water Bureau Financial Assistance
- Portland Housing Bureau Home Repair Program
- Portland Housing Bureau Lead Hazard Control Grant Program
- Multnomah County Weatherization

## CRITICAL REPAIR ALLOWANCE

- Up to 30% of project funds can be used for life, health, and safety upgrades necessary to enable energy efficiency improvements. When co-funding (funding from sources other than the Program) exists, up to 50% of the Program's funding per project can be allocated to life, health, and safety upgrades.

## CO-FUNDING

- You may self-co-fund or use funds from other assistance programs, including, but not limited to, Multnomah County, Oregon Department of Energy, or Energy Trust of Oregon funding to support your energy upgrades.
- You must identify any co-funding for measures in the approved SOW to ensure that estimated Program funding does not surpass 100% of approved project costs.
- Final co-funding amounts will be determined by the final approved Contractor-provided invoice.

# Applicant Responsibilities

## ACCESS TO RESIDENCE AND EVALUATION

- You must provide Program Implementers and the Contractor reasonable access to your home to conduct assessments to evaluate the home, to perform the home improvement upgrades and to evaluate the work.
  - These assessments may include (a) pre-installation home energy assessment, (b) post-installation assessment to verify Program compliance; (c) post-operation assessment to verify energy savings of the measures after a period of operation; and (d) other assessments the Program considers needed.

## COMPLIANCE WITH NON-DISCRIMINATION LAWS AND REGULATIONS

- You will comply with all applicable federal, state and City non-discrimination and civil rights laws. You will not unlawfully discriminate on the basis of any protected class or characteristic including race, color, national origin (including limited English proficiency), sex, sexual orientation, gender identity, age, religion or non-religion, disability, marital status, family status, or source of income. This non-discrimination obligation is a material condition of your participation in the Program and applies to all aspects of your project.
- You will provide a safe, respectful, and inclusive work environment for all contractor and program staff who support your project.
- You will provide a workspace safe from environmental hazards.

## HOLD HARMLESS

- You will hold harmless the Program, the City of Portland, Program Implementers, and their respective officers, employees, and representatives, from all claims, demands, suits, and actions for all losses, damages, liabilities, costs and expenses (including all attorneys' fees and costs), resulting from or arising out of your actions, errors, or omissions in connection with the Program, including without limitation your use, placement, and/or modification of any tools, equipment, appliances, or supplies provided by or on behalf of the Program.

## ENERGY AND INFORMATION COLLECTION AND SHARING RELEASE

- You authorize Program Implementers and their agents to collect and document data on the home resulting from the assessment including measurements, photos and descriptions.
- You authorize Program Implementers and their agents to share data and information with other essential Program support providers such as, but not limited to, approved installation contractors, Quality Assurance Providers, Client Navigators, Energy Trust of Oregon, and City of Portland.
  - The information to be shared will be, but is not limited to, site addresses and contact information, the SOW, quality assurance reports, and project results.
- You authorize Program Implementers and their agents to access utility energy usage data, including without limitation interval data, relating to your home and to share that information with the Program. This agreement authorizes the Program and its representatives to access the electric and natural gas (Utility Company(ies) data releases) and thermostat usage information at the physical address of the project. You understand that this information may contain "personally identifiable information" and authorize representatives of the Program to view and use that information for Program purposes. You agree to provide reasonable assistance to the Program and its representatives to obtain such information.
- The Program won't sell any data collected or used outside the Program and only for implementation of any projects or as notated above or below.
- You consent to Program Implementers' use of your name, descriptions of the home and work done in connection with the Program, and energy benefits realized through your participation in reports and other documents.

## MEDIA RELEASE

- Program Implementers and Contractors may take pictures, videos, or other media ("Media") in connection with your participation in the Program to document compliance with Program requirements. Media may include images of the home, both inside and out.
- You agree that the City owns all rights to the Media, including but not limited to the right to copyright, reproduce, redistribute, and create derivative works. You waive any right to approve materials containing Media.
- You agree that Program can use Media for lawful commercial or non-commercial purposes, including marketing, and you consent to that use, without compensation.
- The Program will request your permission before using personally identifying Media (e.g., front door with address) for marketing purposes.

## PUBLIC RECORDS

- You acknowledge that the information included in this Application and any information you submit to the Program may constitute a public record(s) under Oregon law.

## SAFETY AND BUILDING CODES

- You will be responsible for and will comply with the requirements of all federal, state, and local building, fire, and environmental codes; with all other applicable laws and regulations; and with manufacturer's instructions applicable to parts, materials, and equipment used in connection with the Incentives. The Contractor will be an independent contractor, is separately responsible for compliance with state and local construction laws and regulations, and will work with you to obtain permits and other approvals required to do the work set out in the SOW. You and the Contractor will also be responsible for properly disposing of debris, trash, and unused materials resulting from that work. Neither the City of Portland or Evergreen will have any liability for any Contractor's actions or omissions.

## ENERGY SAVINGS

- The Program works with Contractors that it believes to be reputable and capable. However, neither the Program nor any of its representatives guarantees that the work associated with the Incentives will be cost-effective, technically feasible, or reliable. Your actions, including oversight of the Contractor, will also impact any realized savings associated with work done in connection with the Program. There is no guarantee that you will see any savings from work done under this Program.

## TAX LIABILITY

- Recipients of Incentive payments or any other benefits of Program participation, including but not limited to home improvements provided through any approved SOW, are solely responsible for any tax liability associated with the receipt or application of those Program funds and benefits. The City of Portland, Evergreen, and their employees, agents, and representatives assume no responsibility for any tax liability arising from or imposed upon participants as a result of Incentive payments or their participation in the Program. Participants should speak with a qualified independent tax professional to determine the potential tax implications before participating in this Program.

## MISCELLANEOUS

- **Notice:** Any notice under this Agreement will be in writing and will be delivered via electronic mail to the address specified at the end of this Agreement or [info@EnergyFriendlyHomes.com](mailto:info@EnergyFriendlyHomes.com).
- **No Waiver; Changes; Exclusive Agreement:** The failure of Evergreen, The City of Portland, or their respective representatives to enforce any provision of this Program Client Participation Agreement will not constitute a waiver of that or any other provision of this Application Agreement. This Program Client Participation Agreement may not be orally modified. This Program Client Participation Agreement sets forth the entire agreement pertaining to your relationship with the Program and replaces all other oral or written agreements or understandings.
- **Disputes and Jurisdiction:** If the matter is not resolved by good-faith negotiation then the matter will proceed to mediation as set forth below. Any and all disputes, claims or controversies arising out of or relating to this Agreement shall be submitted to JAMS (<https://www.jamsadr.com/>), or its successor, for mandatory mediation. Either you, any Program Implementer, or any other person or entity authorized to represent the Program may commence mediation by providing to JAMS and the other party a written request for mediation, setting forth the subject of the dispute and the relief requested. The parties will cooperate with JAMS and with one another in selecting a mediator from the JAMS panel of neutrals and in scheduling the mediation proceedings. The parties agree that they will participate in the mediation in good faith and that they will share equally in its costs. All offers, promises, conduct and statements, whether oral or written, made in the course of the mediation by any of the parties, their agents, employees, experts and attorneys, and by the mediator or any JAMS employees, are confidential, privileged and inadmissible for any purpose, including impeachment, in any arbitration or other proceeding involving the parties, provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation. You (Client) irrevocably submit to the exclusive jurisdiction of the Multnomah County Circuit Court or the United States District Court in Portland, Oregon, to resolve any suit, action or proceeding arising out of or relating to this Agreement not resolved by negotiation or mediation, and confirms that such that the court has personal jurisdiction over you.
- **Assignment:** Client cannot assign this Agreement or any right or interest in this Agreement without the prior written consent of Evergreen. This Agreement will be binding upon, inure to the benefit of, and be enforceable against your successors, permitted assigns and legal representatives.

- **Severability and Survival:** If any provision of this Agreement will be held illegal, invalid, or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect. All obligations that may reasonably be interpreted or construed as surviving the completion, termination or cancellation of this Agreement will survive the completion, termination, or cancellation of this Agreement.
- **Updates and Privacy:** By providing the Program with your e-mail address, you agree that we may send them emails, occasional alerts and promotions and updates and information about the Program. If the Program elects to change its privacy policy it will post the changes at [energyfriendlyhomes.com](http://energyfriendlyhomes.com). Where the changes are significant, the Program may also choose to e-mail all registered users with the new policy details.