

## Application Form

The applicant must signify its acceptance of the terms and conditions of this application (the “**Application**”) and the accompanying participant agreement (together, the “**Agreement**”) before forwarding to **[INSERT LDC NAME HERE]** here (the “**LDC**”)

ALL SUPPORTING MATERIAL MUST BE ATTACHED. INCOMPLETE APPLICATIONS WILL NOT BE PROCESSED AND WILL BE RETURNED TO THE APPLICANT

To the Applicant: ALL REQUIRED fields must be completed in order for the Application to be accepted for review by the LDC. Please check each box to confirm the required documentation is submitted to the LDC as part of your application:

- ☐ Completed and signed Application Form
- ☐ Completed **APPENDIX A: PRE-ENERGY AUDIT INFORMATION** (one per Facility)
- ☐ Signed Participant Agreement

**THE LDC RESERVES THE RIGHT NOT TO APPROVE YOUR APPLICATION FOR ANY REASON.** Prior to commencing your Energy Audit(s), ensure that the LDC has approved this Application and your Participant Agreement.

After completing your Energy Audit(s), you must complete and sign **APPENDIX B: POST-ENERGY AUDIT REPORT SUBMISSION** together with all attachments, and e-mail it your Lead LDC.

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### 1) Participant Information (required): (Incentive payment will be made to Participant ONLY.)

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LEGAL NAME OF PARTICIPANT

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ADDRESS

---

CITY

PROVINCE

POSTAL CODE

---

LDC ACCOUNT NUMBER

---

CONTACT NAME AND TITLE

---

---

DAY PHONE

FAX

EMAIL

---

HST REGISTRANT NUMBER

CHECK ONE:

☐ OWNER

☐ TENANT / LEASEHOLDER

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**2) Project Contact Information (optional): (To be completed only if you want a vendor or other third party to be the main point of contact.)**

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NAME AND TITLE OF CONTACT

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ADDRESS

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CITY

PROVINCE

POSTAL CODE

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DAY PHONE

FAX

EMAIL

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**3) Head Office Application Election (optional):**

If more than one LDC serves the Facilities listed in your Application, you may elect a Lead LDC to coordinate your Application by filling out this section

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THE APPLICANT ELECTS THE LDC LISTED ABOVE AS THE LEAD LDC.

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**4) List of Appendices:**

## APPENDIX A: PRE-ENERGY AUDIT INFORMATION

Please complete ALL fields below. Complete one Appendix A for each Facility.

### 5) The Energy Audit described herein is to be completed in the service area of the

☐ Lead LDC

☐ Satellite LDC

Name of the LDC

### 6) Facility (where Energy Audit is to be conducted):

Facility Name

Address

City

Province

Postal Code

### 7) Facility Details

☐ Commercial – Large Office

☐ Commercial – Small Office

☐ Commercial – Large Retail

☐ Commercial – Small Retail

☐ Commercial – Food Retail

☐ Commercial – Restaurant

☐ Commercial – Large Hotel

☐ Commercial – Other Hotel & Motel

☐ Commercial – Hospital

☐ Commercial – Long Term Care

☐ Commercial – Schools (K-12)

☐ Commercial – University & Colleges

☐ Commercial – Warehouse & Wholesale

☐ Commercial – Religious Institutions

☐ Commercial – Other – Please Specify:

☐ Residential – Condominium

☐ Multi-Residential – Rental Apartment

☐ Multi-Residential – Social Housing Provider

- |  |   |
|--|---|
| <input type="checkbox"/> Multi-Residential – Other – Please Specify:           | <input type="checkbox"/> Industrial / Manufacturing – Warehouse                     |
| <input type="checkbox"/> Industrial / Manufacturing – Iron & Steel             | <input type="checkbox"/> Industrial / Manufacturing – Pulp & Paper                  |
| <input type="checkbox"/> Industrial / Manufacturing – Petroleum / Plastic      | <input type="checkbox"/> Industrial / Manufacturing – Mining                        |
| <input type="checkbox"/> Industrial / Manufacturing – Automotive               | <input type="checkbox"/> Industrial / Manufacturing – Cement & Non-Metallic Mineral |
| <input type="checkbox"/> Industrial / Manufacturing – Food & Beverage          | <input type="checkbox"/> Industrial / Manufacturing – Manufacturing                 |
| <input type="checkbox"/> Industrial / Manufacturing – Strip Mall / Unit        | <input type="checkbox"/> Industrial / Manufacturing – Other – Please Specify:       |
| <input type="checkbox"/> Government/ Publicly Owned – Administrative Buildings | <input type="checkbox"/> Government/ Publicly Owned – Government-Culture & Tourism  |
| <input type="checkbox"/> Government/ Publicly Owned – Emergency Services       | <input type="checkbox"/> Government/ Publicly Owned – Parks/Recreation              |
| <input type="checkbox"/> Government/ Publicly Owned – Public Works             | <input type="checkbox"/> Government/ Publicly Owned – Other – Please Specify:       |
| <input type="checkbox"/> Agricultural – Cattle Farm                            | <input type="checkbox"/> Agricultural – Dairy Farm                                  |
| <input type="checkbox"/> Agricultural – Greenhouse                             | <input type="checkbox"/> Agricultural – Poultry                                     |
| <input type="checkbox"/> Agricultural – Swine                                  | <input type="checkbox"/> Agricultural – Other – Please Specify:                     |

## 8) Facility Characteristics:

sq.ft\*

Total Facility Area	Age of Building	Number of Floors
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Describe How Total Facility Area was Determined

Estimates Annual Consumption (kWh) (if known)	Estimated Summer Peak Demand (kW) (if known)
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\*Square Foot means one square foot of interior heated floor area within the perimeter of the exterior walls, including common mechanical, and structural support areas, and excluding unheated parking garages areas. "Square Footage" shall be the sum of Square Feet.

**9) Energy Audit:** Please select the type of Energy Audit to be conducted. Please refer to Schedule 1 for Eligibility Requirements and the prescribed Energy Audit Report Minimum Requirements form for Energy Audit Report content)

- ☐ Electricity Survey and Analysis (for all Facilities)
- ☐ Electricity Survey and Analysis - eligible Lessee or eligible Lessee Manager
- ☐ Detailed Analysis of Capital Intensive Modifications (for Facilities larger than 50,000 Square Feet\*)
- ☐ Building Systems Audit (may not include lighting)

\*Refer to Facility Square Footage

**10) Estimated Energy Audit Timelines:**

Estimated Energy Audit Start Date (mm/dd/yyyy)

Estimated Energy Audit Completion Date (mm/dd/yyyy)

**11) Estimated Energy Audit Costs:**

ESTIMATED ELECTRICITY SURVEY AND ANALYSIS COST (excluding taxes): \$

ESTIMATED DETAILED ANALYSIS OF CAPITAL INTENSIVE MODIFICATIONS COST (if any, and excluding taxes): \$

ESTIMATED BUILDING SYSTEMS AUDIT COST (if any, and excluding taxes): \$

ESTIMATED ENERGY AUDITOR TRAVEL EXPENSE: \$

**12) Have you received any third party contributions (i.e., financial incentives associated with Energy Audits generally funded by energy ratepayers or taxpayers of the Province of Ontario) for the proposed Energy Audit through the LDC, Lead LDC or Satellite LDC or any other public program, other than incentives under the saveONenergy Audit Funding Program?** ☐ Yes ☐ No

If yes, please specify the following:

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Name of Program(s):

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Funding Provider(s):

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TOTAL FUNDING AMOUNT (THIRD PARTY CONTRIBUTIONS): \$

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**13)** Instructions for calculating estimated Participant Incentive. (Calculated in accordance with Schedule 2 and attach to the Application upon submission).

**Note for Participants:** Incentives paid or payable under Table A1 will reduce incentives available under Table A and B (and vice versa). Participant may apportion the incentive as it sees fit to maximize use of incentives.

**Estimated Electricity Survey and Analysis Incentive (Table A) – for OWNERS and eligible building managers of owners :**

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Maximum Estimated Electricity Survey and Analysis Participant Incentive for Owners (excluding applicable sales taxes). Calculate pursuant to Section 1 of Schedule 2 (attach calculation):

**Estimated Building Systems Audit Incentive (Table A1) – for all Eligible Persons:**

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Maximum Estimated Building Systems Audit Incentive for Owners (excluding applicable sales taxes). Calculate pursuant to Section 2 of Schedule 2 (attach calculation):

**Estimated Detailed Analysis of Capital Intensive Modifications Incentive (Table B) – for Owners and eligible building managers of owners:**

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Estimated Detailed Analysis of Capital Intensive Modifications Participant Incentive for Owners **and eligible building managers of owners** (excluding applicable sales taxes). Calculate pursuant to Section 3 of Schedule 2 (attach calculation):

**Estimated Electricity Survey and Analysis Incentive (Table C) – for TENANTS and eligible building managers of tenants:**

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Estimated Electricity Survey and Analysis Participant Incentive for Tenants **and eligible building managers of tenants** (excluding applicable sales taxes). Calculate pursuant to Section 4 of Schedule 2 (attach calculation):

**ESTIMATED ELIGIBLE TRAVEL EXPENSES Incentive**

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Estimated Eligible Travel Expenses. Calculate pursuant to Section 5 of Schedule 2 (attach calculation):

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**14) Energy Auditor**

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Name of Energy Auditor (firm):

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Name of Energy Auditor (individual):

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**15) PARTICIPANT AGREEMENT**

The Participant agrees to be bound by the terms and conditions contained in the Participant Agreement if this Application is accepted by the LDC.

**16) PARTICIPANT CERTIFICATION**

The Participant certifies that (a) it has complied with all information in the Application, including all attached documentation, is true and complete; (b) it agrees that the estimated Participant Incentive calculated in this Application is an estimate only and will be adjusted on completion of the Energy Audit in accordance with the Participation Agreement; (c) the Facility (ies) where the Energy Audits will be implemented is/are customer(s) of the LDC (or the Lead LDC and the Satellite LDCs); (d) it would not otherwise have undertaken the Energy Audits without the financial support and participation of the LDC; and (e) it understands and agrees to the terms and conditions as set forth in the Application and the Participant Agreement.

The Participant understands and agrees that by submitting the Application, whether or not the Application is accepted:

- a) it hereby consents to the collection, use, disclosure and other handling of any information it provides to the LDC (or the Lead LDC and the Satellite LDCs) or the IESO or their respective service providers, and their heirs, successors and assigns (collectively, the "Program Operators"), including personal information and records showing past and current energy usage (the "Participant Information") by the Program Operators for purposes relating to the operation, administration or assessment of the
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Audit Funding Program, and in connection with any reporting activities, follow-up surveys, studies and audits relating to the Audit Funding Program, which shall include, without limitation:

- i) sharing of Participant Information among the Program Operators;
  - ii) use by the Program Operators of the Participant Information provided by the Participant to conduct, analyze and report on the results of surveys and modify the Audit Funding Program based on such surveys; and
  - iii) disclosure to the Ontario Energy Board, the Ontario Ministry of Energy or the Ontario Environmental Commissioner or their respective successors; and
  - iv) for purposes of reporting, surveys, studies and audits, future conservation programs, and the provision to the Program Operators, the Participants past and current energy usage for such purposes. The Participant hereby consents to the Program Operators contacting the Participant directly for such purposes including by email. The Participant may withdraw this consent at any time by contacting the LDC at [saveonenergy.ca/lhc-contact](http://saveonenergy.ca/lhc-contact) or the IESO at [customer.relations@ieso.ca](mailto:customer.relations@ieso.ca);
- b) it will indemnify and save harmless each of the Program Operators and their respective directors, officers and employees from any and all liability and all claims, losses, damages (including indirect or consequential damages), expenses and proceedings for personal injury (including death) or property damage of any person relating to, in connection with, resulting from, or arising out of the Audit Funding Program including by reason of the actual or alleged implementation of any Project and its operation or any other matter contemplated by the Application or the Agreement. The Participant agrees that the IESO may provide the LDC (or the Lead LDC and the Satellite LDCs) with information on its participation in previous IESO funded conservation and demand management programs for the purpose of confirming the Participant's eligibility.

I have authority to bind the Participant.

PARTICIPANT NAME (NAME OF LEGAL ENTITY)	Authorized Signature	Date
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Name	Title
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Applicant / Legal Company Name	Authorized Signature	Date
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\* please print and send an original copy with signatures to the Lead LDC

#### 17) FOR LDC USE ONLY:



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Energy Audit Application Number:

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Approved Estimated Prescriptive Incentive Amount: \$

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Date Application Approved (mm/dd/yyyy):

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LDC Authorized Signature

Date

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Name

Title

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LDC Authorized Signature

Date

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Name

Title

LDC & IESO Contact information

Mailing Address:

Toll Free:

Email:

Website:

**Independent Electricity System Operator**

Mailing Address:

120 Adelaide Street West, Suite 1600

Toronto, ON M5H 1T1

Toll Free: 1- 877-797-9473

Email: [saveonenergy@ieso.ca](mailto:saveonenergy@ieso.ca)

Website: [www.ieso.ca](http://www.ieso.ca)

## Participant Agreement

The Participant has applied for a Participant Incentive pursuant to the Application (the “**Application**”) submitted to the LDC under saveONenergy Audit Funding Program (the “**Audit Funding Program**”).

- 1) **AMOUNT AND FORM OF PARTICIPANT INCENTIVE:** The Participant acknowledges that the estimated Participant Incentive (as set out in the Application) is an estimate only. The amount payable by the LDC (the “**Participant Incentive**”) subject to the terms and conditions of this Participant Agreement (the “**Agreement**”), will be calculated pursuant to Schedule 2.
- 2) **CONDITIONS PRECEDENT TO PAYMENT OF PARTICIPANT INCENTIVE:** The LDC will, subject to the terms and conditions of this Agreement and the Application, pay to the Participant a Participant Incentive for the completion of the Energy Audit described in the Application (each a “**Energy Audit**” and collectively referred to as the “**Energy Audits**”). In addition to the other provisions hereof, payment of the Participant Incentive is subject to and conditional upon the following terms and conditions:
  - a) the Participant, the Facility, the Energy Auditor and the Energy Audit meet all applicable Eligibility Criteria specified in Schedule 1;
  - b) the Participant will complete each of the Energy Audits described in the Appendices by the Completion Date specified in the Application but in no event after June 30, 2019;
  - c) the Energy Audit Reports contain, at minimum, the information specified in the prescribed Energy Audit Report Minimum Requirements form.
  - d) if the Facility houses multiple residential tenants and is the subject of a General Service <50kW account, a General Service >50kW account or a Large User Account (a multi-family building)
    - i) prior to the commencement of an Energy Audit, the Participant has alerted the residents of such multi-family building that an Energy Audit is to take place, and
    - ii) the Participant has provided a summary of the Energy Audit to the residents of such multi-family building within 30 days after such Energy Audit is completed;
  - e) the Participant has paid or will pay a minimum of 50% of the cost of the Energy Audit as shown on the invoice from the Energy Auditor; and
  - f) the Participant has reimbursed the Energy Auditor for all travel expenses used to calculate Eligible Travel Expenses.
- 3) **WITHIN 150 DAYS AFTER COMPLETION OF THE ENERGY AUDIT** but no later than December 31, 2019, the Participant shall submit a fully completed Post-Energy Audit Report Submission Form in the prescribed form together with:

- a) the Energy Audit Report to the LDC.
- b) the invoice from the Energy Auditor clearly stating the amount of fees payable or paid by the Participant;
- c) the invoice from the Energy Auditor stating any travel expenses payable or paid by the Participant; and
- d) any other evidence as the LDC may require.

The Participant shall provide the LDC with any other additional supporting information that it may reasonably require and the LDC will have the right, in its absolute discretion, to decide whether to accept the information/evidence provided. Upon acceptance by the LDC of the Energy Audit Report and other evidence/information provided by the Participant pursuant to the terms and conditions of this Agreement and subject to such terms and conditions, the LDC shall pay the Participant Incentive as a lump sum payment, within 60 days after submission of the Energy Audit Report Submission Form.

- 4) **EVENTS OF DEFAULT.** An event of default shall occur if the Participant does not perform or comply with any term or condition of this Agreement or if any representation, warranty or certification made by the Participant is untrue, incomplete or inaccurate, and in either case is not corrected within 30 days after notice from the LDC ("**Event of Default**"). If an Event of Default occurs, the LDC may immediately terminate this Agreement immediately upon written notice to the Participant without payment of any amount, liability or any other obligation.
- 5) **PUBLICITY:** With the Participant's prior consent, the LDC and the Independent Electricity System Operator (formerly the Ontario Power Authority, the "**IESO**") may publicize the Participant's participation in the Audit Funding Program and any other about the Participant's Energy Audit.
- 6) **HEAD OFFICE APPLICATIONS:** This section will apply if the Participant has Projects in the service areas of more than one local electricity distribution company. If the Participant has selected one local electricity distribution company in the Application (the "**Lead LDC**") to coordinate the activities of all other local electricity distribution companies (the "**Satellite LDCs**"), then the Participant agrees and acknowledges that:
  - a) subject to the terms and conditions of this Agreement, it will receive payment of the Participant Incentive from the Lead LDC only after all Energy Audits in all Appendices are complete;
  - b) it has the ability to perform its obligations in respect of each Energy Audit;
  - c) it will co-operate with the Lead LDC and have its personnel at the Facilities in the service areas of the Satellite LDCs co-operate with the Satellite LDCs;
  - d) the Lead LDC may provide to, and receive from, each Satellite LDC information from the Applicant that may be required in respect of this Agreement; and
  - e) if a Satellite LDC is not participating in the Audit Funding Program, or the Facility is located in a service area that does not offer the Audit Funding Program, the Application will not be accepted and the proposed Energy Audits in that Satellite LDC's service area may be removed from the Application and such Application may be subsequently resubmitted.

- 7) **THIRD PARTY CONTRIBUTIONS:** The Participant represents, warrants and agrees that
- a) except as set out in the Application, it has not received, is not receiving nor will receive any financial incentives generally funded by energy ratepayers or taxpayers of the Province of Ontario or rebates from manufacturers or wholesalers or other supply chain participants for an Energy Audit; and
  - b) it owns the Facility or has the authority to have the Energy Audit performed at the Facility, and any recommended measures implemented.
- 8) **EVALUATION, MEASUREMENT AND VERIFICATION, AUDIT:** The Participant will participate in any surveys, studies, audits, evaluations or verifications conducted by the Program Operators in connection with the Audit Funding Program, including for the purpose of proper administration, monitoring and verification of this Agreement or evaluation of the Audit Funding Program, and will provide to the Program Operators reasonable access to the Participant's records and Facilities for such purposes.
- 9) **ENVIRONMENTAL ATTRIBUTES:** All right, title and interest in and to all benefits or entitlements associated with decreased environmental impacts now or in the future, direct or indirect, arising as a result of, relating to or in connection with the electricity savings or demand savings for which the Participant Incentive has been paid, and the right to quantify and register these, including without limitation, any energy efficiency certificate, renewable energy certificate, credit, reduction right, offset, allocated pollution right, emission reduction allowance (collectively, the "**Environmental Attributes**") are hereby transferred and assigned, or to the extent transfer or assignment is not permitted, held in trust for, by the Participant to the LDC and its successors and assigns. The LDC shall be entitled, unilaterally and without the consent of the Participant, to deal with such Environmental Attributes in any manner it determines. The Participant acknowledges that the LDC has further transferred and assigned to the IESO, or may further transfer and assign to the IESO, such Environmental Attributes and that the IESO may direct the Participant in the same manner as the LDC and that the IESO or the LDC may direct the Participant to take such actions and do all such things necessary to certify, obtain, qualify and register with the relevant authorities or agencies such Environmental Attributes for the purpose of transferring such Environmental Attributes to the IESO. The Participant will be entitled to reimbursement of the cost of complying with such direction subject to the LDC's prior reasonable approval of such cost. Notwithstanding the foregoing, the Participant may market, report and publish the environmental benefits and savings results associated with its participation in the Audit Funding Program.
- 10) **NO WARRANTY:** Except as specifically set forth or referenced in this Agreement, there are no representations, warranties, or conditions of either party to this Agreement, express, implied, statutory or otherwise, regarding any matter, including any implied warranties or conditions of quality, workmanship, safety, legal compliance or fitness for a particular purpose. Without limiting the generality of the foregoing, the Participant acknowledges that its participation in the Audit Funding Program is based upon its own assessment of the Audit Funding Program and not on any reliance on anticipated or projected results, and that such participation may not result in the achievement of any electricity savings or demand savings, which are expressly disclaimed by the Participant.
- 11) **ASSIGNMENT:** This Agreement will enure to the benefit of and be binding upon the parties and their respective successors and assigns. This Agreement will not be assigned to another person other than an affiliate except with the prior written consent of the LDC, which consent may not be unreasonably withheld or delayed.

- 12) **SUBCONTRACTING BY THE LDC:** The LDC may subcontract any of its responsibilities under this Agreement to an affiliate or a third party.
- 13) **MISCELLANEOUS:** Except as otherwise provided, this Agreement constitutes the entire agreement between the parties in connection with its subject matter and supersedes all prior representations, communications, negotiations and understandings, whether oral, written, express or implied, concerning the subject matter of this Agreement. This Agreement may not be varied, amended or supplemented except by an agreement executed by both of the parties. Each of the parties will, from time to time, on written request of the other party, do all such further acts and execute and deliver or cause to be done, executed and delivered all such further things as may be reasonably required in order to fully perform and to more effectively implement the terms of this Agreement. This Agreement will be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein. The invalidity, unenforceability or illegality of any provision in this Agreement will not, to the extent permitted by applicable law, affect the validity, enforceability or legality of any other provision of this Agreement, which will remain in full force and effect.
- 14) **TERM AND TERMINATION:** Except as provided in this Agreement, this Agreement will terminate upon payment of all applicable Participant Incentives, upon notice from the LDC following an Event of Default, or as otherwise determined by the LDC in its reasonable discretion. Section 7 of the Participant Certification Statement and Sections 8, 9 and 10 of this Agreement will survive the termination of this Agreement.
- 15) **THIRD PARTY BENEFICIARIES:** Except as provided in Section 7 of the Participant Certification Statement and Sections 5, 8 and 9, this Agreement is solely for the benefit of:
- a) the LDC, and its successors and assigns, with respect to the obligations of the Participant under this Agreement, and
  - b) the Participant, and its successors and permitted assigns, with respect to the obligations of the LDC under this Agreement;
- and this Agreement will not be deemed to confer upon or give to any other person any claim or other right or remedy.
- 16) **COVENANT NOT TO INCREASE RENT:** If the Participant is an owner or operator of a Facility which permits tenants to occupy rental units subject to the Residential Tenancies Act, 2006 (the “RTA”), the Participant shall not use the Participant Incentives as a basis for applying to the Landlord and Tenant Board (being the “Board” in the RTA), for an increase in the annual rent amounts paid by such tenants above the annual rent-increase guideline permitted under the RTA.

17) Each party to this Agreement will comply, in all material respects, with all laws and regulations required to be complied with in the performance of its obligations hereunder.

18) FACSIMILE/ELECTRONIC SIGNATURES: This Agreement may be executed and delivered by facsimile transmission or by any other method of electronic execution and the parties may rely upon all such signatures as though such signatures were original signatures.

I/We, on behalf of the Participant, certify that I understand and agree to the terms and conditions as set forth above in this Agreement.

Participant / Legal Company Name	Authorized Signature	Date
Name	Title	

## **SCHEDULE 1 ELIGIBILITY CRITERIA**

### **1) Participant Eligibility Criteria**

- a) The Participant must be an electricity consumer that is directly connected to, or behind the meter of another electricity consumer connected to, the LDC's distribution system and is in the LDC's service area;
- b) The Participant must not be classified as "residential" in the most recent Yearbook of Electricity Distributors published by the LDC, or must be a farm property that possesses a Farm Business Registration FBR number, being the 6 or 7- digit number that is administered by Agricorp, an agency of the Government of Ontario, and housed by Agricorp., the Ontario Ministry of Food, Agriculture and Rural Affairs, Municipal Property Assessment Corporation and the municipalities; and
- c) The Participant must own the Facility, or lease the Facility and have the right to have the Energy Audit conducted either as a condition of the lease or with the consent or authorization of the owner or operator of the Eligible Facility, or be a building manager, facility manager or similar person who has written authority from an owner or lessee of the Facility to participate in this Audit Funding Program in such person's own right, including the right to have the Energy Audit be conducted.

### **2) Facility Eligibility Criteria**

- a) The Facility must be in the LDC's service area;
- b) The Facility must be individually or bulk metered by the LDC, and the subject of a General Service < 50 kW Account, a General Service > 50 kW Account or a Large User Account; and
- c) For a Detailed Analysis of Capital Intensive Modifications, the Facility must be at least 50,000 Square Feet in size.
- d) For a Detailed Analysis of Capital Intensive Modifications, an Electricity Survey and Analysis must have been completed or will be conducted concurrently.

None of the following Facilities are eligible to participate in this Audit Funding Program:

- e) Facilities which have received funding for the same audit within the last two years from an Ontario Power Authority or IESO funded program; and
- f) Facilities that have already received the same type of Energy Audit as the type being applied for. For certainty, Facilities that receive one type of Energy Audit are eligible to receive a different type of Energy Audit, and, without limiting the generality of the foregoing, a Building Systems Audit for a non-capital intensive modification is available for a different non-capital intensive modification.

### **3) Energy Auditor Eligibility Criteria**

- a) The Energy Audit must be performed by an Energy Auditor who meets at least one of the following qualifications:
  - i) is a professional engineer (“P.Eng.”) licensed to practice in Ontario, a certified engineering technologist (“CET”), a certified energy manager or a certified measurement and verification professional; who has at least three years of relevant experience evaluating energy systems in buildings; or
  - ii) an engineer-in-training under the supervision of a P.Eng. or a CET only if a qualified and experienced person as described in (i) above certifies and signs the Energy Audit Report; or
  - iii) a certified member of the Associated Air Balance Council (AABC) or National Environmental Balancing Bureau (NEBB), where a Building Systems Audit involves balancing water systems or balancing air systems; or
  - iv) a Building Assessment Professional, as designated by the American Society of Heating, Refrigerating and Air Conditioning Engineers, Inc.; or
  - v) a Certified Energy Manager as designated by the Association of Energy Engineers; or
  - vi) for an individual who conducts a Building System Audit for a compressed air system, has completed the following courses sponsored by the Compressed Air Challenge: (A) Fundamentals of Compressed Air Systems (Level 1), and (B) Advanced Management of Compressed Air Systems (Level 2);

and
- b) The Energy Auditor must be a third party to the Participant.

#### **4) Energy Audit Eligibility Requirements (Owners)**

Where the Participant owns the Facility or is an eligible building manager for the owner of the Facility,

- a) the Energy Audit must not have commenced prior to the approval of the Application;
- b) the Energy Audit must be completed by a third party Energy Auditor with appropriate documentation of expenses incurred. Energy Audits performed by an employee of a Participant will not be eligible for Participant Incentives; and
- c) Energy Audit must be completed by June 30, 2019 and all completed Energy Audit Reports, together with all supporting documentation in connection therewith, must be submitted on or before December 31, 2019 to the LDC, unless otherwise approved by the LDC.

Where the Participant owns the Facility, or is an eligible building manager for the owner of the Facility, and wishes to conduct a Detailed Analysis of Capital Intensive Modifications, in addition to (a) through (c) above,

- d) the Facility must be larger than 50,000 Square Feet; and



- e) an Electricity Survey and Analysis must already have been completed for that Facility, or the Participant has submitted an Application to conduct an Electricity Survey and Analysis concurrently.

Where the Participant owns the Facility, or is an eligible building manager for the owner of the Facility, and conducts a Building Systems Audit, the facility must comply with (a) through (c) above.

#### **5) Energy Audit Eligibility Requirement (Lessees)**

Where the Participant leases the Facility, or is an eligible building manager for the tenant of the Facility:

- a) the Energy Audit must be conducted in accordance with the Energy Audit for owners in Section 4 above; and
- b) the Energy Audit must only be in respect of the lighting systems and/or electricity consuming system located in the Facility and may not be in respect of heating, cooling and ventilation systems or other fixtures, other than lighting systems, located in the Facility.

## SCHEDULE 2 CALCULATION OF PARTICIPANT INCENTIVES

### 1) Determination of Participant Incentives for an Electricity Survey and Analysis

- a) Where the Participant is an Owner or Owner Manager:
  - i) where the Facility is less than or equal to 30,000 Square Feet in size, the Participant Incentive shall be the lesser of:
    - A) \$0.10 per Square Foot of the Facility, less the Participant Incentive payable for the Building System Audits at the Facility; and
    - B) 50% of the actual cost of the Electricity Survey and Analysis, less any third party contributions provided by energy ratepayers or taxpayers of the Province of Ontario other than the Participant Incentive (excluding taxes)(“Third Party Contributions”).
  - ii) Where the Facility is greater than 30,000 Square Feet, the Participant Incentive shall be the lesser of:
    - A) \$3,000 for the first 30,000 Square Feet plus \$0.05 for each incremental Square Foot up to the maximum of \$25,000 less the Participant Incentive payable for Building System Audits at the Facility; and
- b) 50% of the actual cost of the Electricity Survey and Analysis, less any Third Party Contributions. Where the Participant is a Lessee or Lessee Manager:
  - i) \$0.03 per Square Foot of the Facility, not to exceed the lesser of:
    - A) 50% of the actual cost of Electricity Survey and Analysis, less any Third Party Contributions; and
    - B) \$7,500;
  - ii) 50% of Energy Audit eligible travel expenses, not to exceed \$1,000.

### 2) Determination of Participant Incentives for a Building Systems Audit

The Participant Incentive will be calculated as follows:

- a) for each Building System Audit, at a Facility, the lesser of:
  - i) 50% of the actual cost of the Building Systems Audit, less any Third Party Contributions; and
  - ii) \$5,000.00
- b) Where the total Building Systems Audit at a Facility are not to exceed \$50,000.

### **3) Determination of Participant Incentives for a Detailed Analysis of Capital Intensive Modifications**

The Participant Incentive will be calculated as the lesser of:

- a) \$0.05 per Square Foot of the Facility, less the Participant Incentive payable for Building Systems Audits;
- b) 50% of the actual cost of the Detailed Analysis of Capital Intensive Modifications, less any Third Party Contributions; and
- c) \$35,000, less the Participant Incentive payable for an Electricity Survey and Analysis at the Facility, less the Participant Incentive Payable for Building System Audits at the Facility.

### **4) Determination of Eligible Travel Expenses Incentives**

Eligible Travel Expenses shall be 50% of the costs incurred by the Energy Auditor while traveling, including the costs of hotels, and excluding the costs of meals, beverages and entertainment, and invoiced to and paid or to be paid by the Participant, up to a maximum of \$1,000, provided that:

- a) the costs that were incurred by the Energy Auditor were necessary in order to conduct an Energy Audit;
- b) the mode of travel and the hotel were the most practical and economical means of travel and accommodation;
- c) the costs are supported with original receipts and invoices;
- d) the costs have been paid by the Participant to the Energy Auditor and all supporting documentation has been provided to the LDC;
- e) the costs exclude applicable sales taxes, and any fees or mark up; and
- f) the Participant has not previously received Eligible Travel Expenses for an Energy Audit conducted for that type of Energy Audit for that Facility.

### SCHEDULE 3 Definitions

**"Building Systems Audit"** means a detailed analysis of non-capital intensive modifications (such as balancing and optimizing auxiliary fans, pumps, compressors, domestic water and all associated distribution systems), but not lighting modifications.

**"Detailed Analysis of Capital Intensive Modifications"** means an analysis performed in accordance with the requirements section 9 of the prescribed Energy Audit Report Minimum Requirements as may be updated from time to time and which may only be commenced following completion of an Electricity Survey and Analysis.

**"Electricity Survey and Analysis"** means a survey and analysis performed in accordance with the requirements specified in section 7 of the prescribed Energy Audit Report Minimum Requirements as may be updated from time to time.

**"Energy Audit"** means a Building Systems Audit, Detailed Analysis of Capital Intensive Modifications, or Electricity Survey and Analysis.

**"Energy Audit Report"** means a report of the Energy Auditor's findings and recommendations upon completion of the Energy Audit that includes the applicable minimum requirements set out in the prescribed Energy Audit Minimum Requirements form.

**"Energy Audit Report Minimum Requirements"** means the minimum requirements for Energy Audits in the prescribed form as updated from time to time.

**"Energy Auditor"** means an arm's length service provider authorized to perform Energy Audits.

**"Facility"** means the eligible building structure where the Energy Audit is performed.

**"Lessee"** means a person that leases the Facility and has the right to have the proposed Energy Audit performed either as a condition of the lease or with the consent of the owner or operator of the Facility.

**"Lessee Manager"** means a building manager, facility manager or analogous person with the written authority of the Lessee of a Facility to have the proposed Energy Audit performed.

**"Owner"** means the owner of the Facility where the proposed Energy Audit would be performed.

**"Owner Manager"** means a building manager, facility manager or analogous person with the written authority of the Owner of a Facility to have the proposed Energy Audit performed.