

## Participant Agreement

The Participant (being the “Applicant” in the Application) has applied for Participant Incentives, in respect of Eligible Costs, pursuant to the Application submitted to the LDC under the saveONenergy Retrofit Program. All capitalized terms not defined herein will have the meanings in Schedule 1.

- 1) **PARTICIPANT INCENTIVE:** The LDC will, subject to the terms and conditions of this Participant Agreement and the Application, pay to the Participant a Participant Incentive for the implementation of each Project described in the approved Application. 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 will implement each of the Projects described in the Application by each Project’s project completion date provided in the Application and in no event after December 31, 2020;
  - b) the Participant will provide the LDC with evidence of the implementation and completion of each Project and verification of each Project’s Eligible Costs, in the form of accounting records and contractor invoices, and any other evidence that the LDC may require, including visual inspections by the LDC;
  - c) the LDC will have the right in its absolute discretion to decide whether or not to accept or approve the evidence provided pursuant to Section 1(b); and
  - d) the Participant will provide an invoice to the LDC for the Participant Incentive no later than 150 days following project completion.
  
- 2) **AMOUNT AND FORM OF PARTICIPANT INCENTIVE:** The Participant acknowledges that the total amount of the estimated Participant Incentives set forth in the Application is based upon estimated Demand Savings, estimated Energy Savings and estimated Eligible Costs based on the Application and, subject to the following, will be the maximum amount payable hereunder. Upon the completion and verification of each Project, the LDC will recalculate the amount of the Participant Incentive based upon the best available information at such time subject, however to the limitation that the recalculated Participant Incentive may not be more than 10% greater than the estimated Participant Incentive in the Application. A Participant may however submit an Application to amend the scope of a Project prior to the completion of that Project, where such change in Project will result in a greater than 10% increase to the Participant Incentive. The total amount of the Participant Incentives determined by the LDC will be paid by the LDC as a lump sum payment, on the later of:
  - a) for Projects that do not require the completion and approval of a Final Evaluation and Incentive Report (as defined in Section 9(c)), within 90 days after the completion of the last of such Projects, and any post-project site visits and inspections required in respect thereof, is completed; and

- b) for Projects that require the completion and approval of a Final Evaluation and Incentive Report, within 90 days of the completion of the last of such Projects and of the last of such Final Evaluation and Incentive Reports being finalized;

The Participant acknowledges and agrees that it is in the LDC's discretion to determine which Projects require the completion and approval of a Final Evaluation and Incentive Report. Notwithstanding Sections 2(a) and 2(b) above, if the Participant is a Social Housing Provider that has requested a Advance Incentive, such Advance Incentive will be paid upon the acceptance by the LDC of the Application and Sections 2(a) and 2(b) will apply to the balance of the total of the Participant Incentives. If the Participant is a Social Housing Provider and the Project for which that Advance Incentive was made has not been completed within one year of the date the Application was approved, the Participant will no longer be eligible to receive the Social Housing Adder, and any Advance Incentive previously advanced will be repaid to the LDC or the LDC will be entitled to set-off such amount from any Participant Incentive that may become payable.

- 3) OPERATION OF PROJECT: The Participant will maintain, or will cause to be maintained, all of the equipment and improvements implemented through each Project in good working order and will operate and maintain, or will cause to be operated and maintained, such equipment and improvements without any modification for a continuous period of 48 months or until December 31, 2020 whichever is longer (the "Period") starting on the first day of the month immediately following the month in which the LDC pays the Participant Incentive.

#### 4) EVENTS OF DEFAULT

Each of the following is an "Event of Default" hereunder:

- a) if equipment or improvements implemented through a Project requires any modification during the Period and the Participant does not obtain the LDC's written consent prior to carrying out any such modification, which consent may be withheld in the LDC's sole discretion;
- b) if the equipment or improvements implemented through a Project ceases operation before the end of the Period;
- c) 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;
- d) if any equipment replaced is not properly decommissioned or such equipment is used again; or
- e) in the case of a Social Housing Provider that has requested and received a Advance Incentive, if the Projects in the Application are not all completed.

- 5) REPAYMENT AND MULTIPLE EVENTS OF DEFAULT: If an Event of Default occurs then, upon demand by the LDC, the Participant will repay to the LDC a portion of the Participant Incentive, calculated as follows:

Participant Incentive paid (in relation to each defaulting Project) x months remaining in Period ÷ 48

For the purposes of this calculation: (a) an Event of Default occurring at any time during a month will be deemed as an Event of Default for the full month; and (b) for an Event of Default in Section 4(e), the “months remaining in Period” will be deemed to be 48.

If the Participant is in default under two or more Participant Agreements, the LDC may, upon written notice, not be obligated to provide Participant Incentives for all Projects completed by the Participant under any Agreement.

- 6) **PROJECT DETAILED INFORMATION:** The LDC and the Independent Electricity System Operator (the “IESO”) shall have the right to publicize the features or equipment described in the Application to potential participants who are considering the Retrofit Program and may refer any interested party to the Participant, unless the Participant clearly indicates which sections of the Application are to remain confidential or otherwise provides a written request to the LDC that this information remain confidential.
- 7) **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 elected to proceed by way of a Head Office Application in the Application and selected one local electricity distribution company (the “**Lead LDC**”) to coordinate the activities of all other local electricity distribution companies (the “**Satellite LDCs**”), and if each of the Projects meet the Project eligibility criteria as prescribed for the purposes of the Retrofit Program, 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 Projects included in the Application are complete;
  - b) it has the ability to perform its obligations in respect of each Project;
  - 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 Retrofit Program, or the Project is located in a service area that does not offer the Retrofit Program, the Application will not be accepted and the Projects in that Satellite LDC’s service area may be removed from the Application and such Application may be subsequently resubmitted.
- 8) **REPRESENTATIONS AND WARRANTIES:** The Participant represents, warrants and agrees that

- a) except as set out in the Application, no Project has received, is receiving or will receive any financial incentives generally funded by energy ratepayers or taxpayers in the Province of Ontario or rebates from manufacturers or wholesalers or other supply chain participants;
  - b) it has all required rights and authority to install the equipment and improvements and to carry out all other obligations in this Participant Agreement;
  - c) all information in the Application, including any attached documentation, is true, accurate and complete;
  - d) if applying for a Social Housing Adder, it is a Social Housing Provider;
  - e) it would not otherwise have undertaken the Project(s) without the financial support and participation of the LDC; and
  - f) it has the authority and capacity to enter into this Agreement.
  - g) the Participant further acknowledges that it is an independent contractor, and that there is no joint venture, partnership or agency created or implied by this Agreement.
  - h) where the Participant becomes eligible to receive or does receive funding as described in Section 8a: (i) the Participant will promptly notify the LDC, (ii) the funding received will be deducted from the Estimated Project Costs or the actual Project costs; and (iii) the Estimated Participant Incentive, Participant Incentive and/or the Social Housing Adder will be recalculated.
- 9) EVALUATION, MEASUREMENT AND VERIFICATION, AUDIT: The Participant will participate in any surveys, studies, audits, evaluations or verifications conducted by the LDC or the IESO or their respective service providers (collectively, the “Program Operators”) in connection with the Retrofit Program, including for the purpose of proper administration, monitoring and verification of this Agreement or evaluation of the Retrofit Program, and will provide to the Program Operators reasonable access to the Participant’s records and facilities for such purposes. The Participant further agrees that it will:
- a) for Projects that include Custom Measures for which the Participant Incentive is expected to be greater than \$10,000, prepare and submit to the LDC a Project M&V Plan;
  - b) in respect of each Project, implement the Project M&V Plan, if any;
  - c) review and provide comments on
    - i) evaluation and incentive reports created prior to the commencement of a Project by the LDC (each such report being an “Advanced Evaluation and Incentive Report”) and

- ii) evaluation and incentive reports created after the completion of a Project by the LDC (each such report being a “Final Evaluation and Incentive Report”) within two weeks of having received a copy of either type of report;
- d) assist the LDC in completing a Project M&V Plan for each Project by, among other things:
- i) using commercially reasonable efforts to obtain interval electricity data for such Project (where available) for the 12 months leading up to the start of such Project and up to 48 months following the completion of such Project;
  - ii) if applicable, providing empirical evidence to the LDC to determine why estimated Energy Savings and Demand Savings contemplated in an Advanced Evaluation and Incentive Report differ substantially from savings assessed in a Final Evaluation and Incentive Report; and
  - iii) working with the LDC to ensure that Project M&V Plans, Advanced Evaluation and Incentive Reports and Final Evaluation and Incentive Reports are free of any defects of data or errors.
- 10) EQUIPMENT DISPOSAL AND DECOMMISSIONING: The Participant will take all necessary steps to have equipment that was removed or replaced as part of any Project disposed of or decommissioned in accordance with appropriate disposal or decommissioning processes, applicable laws, and in accordance with commercially reasonable environmental practices and shall evidence such activities by appropriate disposal certificates or similar documentation.
- 11) 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 Energy 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 a 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 Retrofit Program.

- 12) **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 Retrofit Program is based upon its own assessment of the Retrofit Program and not on any reliance on anticipated or projected results, and that such participation may not result in the achievement of any Energy Savings or Demand Savings, which are expressly disclaimed by the Participant.
- 13) **ASSIGNMENT:** This Agreement will ensure 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.
- 14) **SUBCONTRACTING BY THE LDC:** The LDC may subcontract any of its responsibilities under this Agreement to an affiliate or a third party.
- 15) **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 laws, affect the validity, enforceability or legality of any other provision of this Agreement, which will remain in full force and effect.
- 16) **TERM AND TERMINATION:** Except as otherwise specified herein, this Agreement will terminate upon the expiration of the Period, upon notice from the LDC following any Event of Default herein, or as otherwise determined by the LDC in its reasonable discretion. Sections 8, 9, 11, 12, 16 and 19 of this Agreement will survive the termination of this Agreement.
- 17) **THIRD PARTY BENEFICIARIES:** Except as provided in Sections 6, 9, 11, and 19, 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.

- 18) 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.
- 19) COLLECTION OF PARTICIPANT INFORMATION AND INDEMNITY: The Participant understands and agrees that by submitting the Application, whether or not this Application is accepted:
- a) it hereby consents to the collection, use, disclosure and other handling of any information it provides to 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 Retrofit Program, and in connection with any reporting activities, follow-up surveys, studies and audits relating to the Retrofit 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 Retrofit Program based on such surveys; and
    - iii) disclosure to the Ontario Energy Board, the Independent Electricity System Operator, the Ontario Ministry of Energy or the Ontario Environmental Commissioner or their respective successors;
  - b) it hereby consents to the disclosure by the IESO to the LDC (or the Satellite LDC) of information regarding the Participant’s past participation in other IESO funded conservation and demand management programs for the purpose of processing the Participant’s Application;
  - c) it hereby consents that in connection with surveys, studies and audits, the Program Operators may contact the Participant directly. The Participant also consents to the Program Operators contacting the Participant by email and other electronic communication for purposes of follow-up surveys, studies and audits, future conservation programs, customer satisfaction surveys and other related purposes. The Participant may withdraw this consent at any time by contacting the LDC at [saveonenergy.ca/ldc-contact](http://saveonenergy.ca/ldc-contact) or the IESO at [customer.relations@ieso.ca](mailto:customer.relations@ieso.ca);
  - d) the Program Operators are committed to protecting the personal information in its custody or control in accordance with applicable privacy laws. The Participant may access the LDC’s privacy policy at [saveonenergy.ca/ldc-privacy-policies](http://saveonenergy.ca/ldc-privacy-policies) and the IESO’s privacy policy at [www.ieso.ca/Pages/Privacy-Policy.aspx](http://www.ieso.ca/Pages/Privacy-Policy.aspx).



e) 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 Retrofit Program, including by reason of the actual or alleged implementation of any Project and its operation or any other matter contemplated by this Application or the Agreement.

20) COMPLIANCE WITH LAWS: 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.

21) 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, the Participant, certify that I understand and agree to the terms and conditions as set forth above in this Agreement.

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PARTICIPANT / LEGAL COMPANY NAME	AUTHORIZED SIGNATURE	DATE
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## SCHEDULE 1 DEFINITIONS

Capitalized terms not otherwise defined in the Agreement will have the following meaning:

**“Advance Incentive”** means the M&T Advance Payment, SHP Advance Payment, or TSM Advance Payment, as applicable, in each case payable prior to completion of the Project.

**“Custom Measures”** means measures:

- a) not included as any Prescriptive Measures or Engineered Measures; and
- b) that involve one or more of the following (i) replacement of inefficient existing equipment with high efficiency equipment; (ii) the purchase and installation of new high efficiency equipment where none previously existed; (iii) replacement of oversized existing equipment with appropriate sized efficient equipment; (iv) implementation of new operating procedures, including the purchase and installation of equipment (such as an energy management system, building automation system, sensors, control equipment, metering equipment, or related communication systems) necessary either to obtain or to increase the effectiveness of an energy management system or building automation system; ; or (v) improvement of thermal performance of a building envelope through measures such as increased insulation, installation of high performance windows and frames, low emissive window glazing or low emissive roof barriers.

**“Custom Worksheet”** means a worksheet for a Project describing Custom Measures and that provides calculations of Energy Savings and Demand Savings and the Participant Incentives for each as updated from time to time.

**“Demand Savings”** means the maximum reduction in electricity demand between the base case and the energy efficient case occurring in the same hour between 11 am to 5 pm on business days, June 1 through September 30. For Measures that are weather dependent, Demand Savings shall be considered as occurring at peak design load conditions.

**“Distribution System”** means a system connected to the IESO-Controlled Grid for distributing electricity at voltages of 50 kV or less and includes any structures, equipment or other thing used for that purpose.

**“Eligible Cost”** means the costs described in Schedule 2.

**“Eligible Measure”** means collectively, Prescriptive Measures, Engineered Measures and Custom Measures.

**“Energy Savings”** means the estimated, determined or actual kilowatt hour reduction in energy consumption achieved over the course of the first year after completion of a Project, attributable to the installation of a Measure.

**“Engineered Measures”** means measures listed on an Engineered Worksheet and that involve the replacement of inefficient existing equipment with high efficiency equipment.

**“Engineered Worksheet”** means a worksheet describing Engineered Measures for a Project listing measures and that provides calculations of Energy Savings and Demand Savings and the Participant Incentives for each.

"**Estimated Eligible Costs**" means an estimation of the anticipated Eligible Costs, as specified in the Application approved by the LDC.

"**Estimated Participant Incentive**" means an estimation of the anticipated Participant Incentive, as specified in the Application approved by the IESO, as updated from time to time.

"**Estimated Savings Target**" has the meaning specified in the Project Measurement and Verification Procedure in the form made available by the IESO, as updated from time to time.

"**Facility**" means a single facility, connected to, or behind the meter of, another electricity consumer connected to the LDC's distribution system that is a Non-Residential Distribution Customer or Recognized Farm Operation; and may be located within or upon a building but may also be a structure other than a building, such as a freestanding billboard.

"**Large Custom Project**" means a Project with Custom Measure with an Estimated Participant Incentive greater than \$25,000.

"**Large Project**" means a Project that (a) includes Prescriptive Measures and/or Engineered with Estimated Participant Incentives greater than \$20,000, or (b) includes custom Measure with Estimated Participant Incentives greater than \$10,000 and equal to or less than \$25,000.

"**Lighting System**" means light bulbs, lighting fixtures, exit signs and LED strips.

"**M&T Advance Payment**" means an advance payment in the amount of 35% of the Estimated Participant Incentive, subject to the following discounts:

MONITORING PERIOD	M&T ADVANCE PAYMENT
Greater than 12 months of monitoring	35% of the Estimated Savings Target
11 months of monitoring	30% of the Estimated Savings Target
10 months of monitoring	25% of the Estimated Savings Target
9 months of monitoring	20% of the Estimated Savings Target
8 months of monitoring	15% of the Estimated Savings Target
7 months of monitoring	10% of the Estimated Savings Target
6 months of monitoring	5% of the Estimated Savings Target

For the purposes of determining the M&T Advance Payment, the Estimated Participant Incentive will be calculated as the Estimated Savings Target multiplied by the greater of \$800/kW of Demand Savings or \$0.1/kWh of Energy Savings

(as defined in the Project M&V Procedure) and payable after the LDC confirms the Demand Savings or Energy Savings, as applicable attributed to the M&T Measure during the minimum 6 month monitoring period.

The total Participant Incentive payable upon completion of the Project is calculated as 50 % of the Eligible Costs for the Project up to a maximum of 55% of the Estimated Eligible Costs in the Application approved by the LDC. Any Demand Savings or Energy Savings attributed to other Measures that are recorded by the M&T Measure during the minimum 6 month monitoring period will be subtracted from the total Demand Savings or Energy Savings attributable to the M&T Measure.

**“M&T Measure”** means equipment to monitor the energy and/or demand performance of a system, relative to production by such system, for the purpose of setting targets for future energy performance and assisting with the implementation of savings targets through continuous feedback.

**“Measure”** means any eligible electricity savings measure or activity that may be taken under the Retrofit Program.

**“Multi-Family Building”** means a Facility which houses multiple residential tenants and falls within the general service < 50 kW Account, the general service > 50 kW Account or the large user account categories, as applicable.

**“Multi-Family Housing Provider”** means a Person, including for certainty a Social Housing Provider, that is (i) eligible to participate in the Retrofit Program and (ii) providing an Application in respect of a facility that is a Multi-Family Building zoned as residential or mixed use.

**“Non-Lighting System”** means any Measure that is not a Lighting System.

**“Non-Occupancy Lighting Control System”** means an advanced lighting control system that is capable of network controls, programming, measurement and verification, data collection, central reporting and multiple lighting control strategies.

**“Non-Residential Distribution Customer”** means electricity customers in Ontario that: (a) are not classified as residential in the most recent *Yearbook of Electricity Distributors* published by the Ontario Energy Board, and (b) have a general s<50kW account, general service >50 kW account, or a large user account.

**“One Month Metered Load”** means the actual metered electrical load aggregated for the Facility where a TSM Measure is installed, as measured for one month following the implementation of the TSM Measure.

**“Occupancy Lighting Control System”** means a standalone lighting control system consisting of occupancy sensors, vacancy sensors and/or day lighting sensors.

**“Participant Incentive”** means financial assistance for Eligible Costs which shall be in an amount determined by the LDC:

- a) for a Project which includes only Prescriptive Measures shall be determined based on the Prescriptive Worksheet for such Project up to a maximum of the actual Eligible Costs for the Project; and

- b) for a Project which includes a combination of Prescriptive Measures and Engineered Measures and/or Custom Measures shall be calculated as being the lesser of:
- (i) the sum of:
    - (A) for the Prescriptive Measures, the sum of the Participant Incentives listed on the Prescriptive Worksheet, and
    - (B) for the Engineered Measures and/or the Custom Measures,
      - (x) the sum of the greater of \$400/kW of Demand Savings or \$0.05/kWh of Energy Savings for Lighting Systems and Occupancy Lighting Control Systems; and
      - (y) the sum of the greater of \$800/kW of Demand Savings or \$0.10kWh of Energy Savings for Non-Lighting Systems and Non-Occupancy Lighting Control Systems; and
  - (ii) 50% of the actual Eligible Costs for the Project up to a maximum of 55% of the Estimated Eligible Costs in the Application approved by the LDC.

“**Period**” has the meaning provided in Section 3.

“**Prescriptive Incentive**” means the prescriptive incentive calculated as specified in Prescriptive Worksheet(s), subject to a maximum of the Eligible Costs for the Measure.

“**Prescriptive Measures**” means measures listed on a Prescriptive Worksheet for a Project and that involve the replacement of prescribed inefficient equipment with prescribed high efficiency equipment.

“**Prescriptive Worksheet**” means a worksheet for a Project listing prescribed measures and associated required base case equipment and the Participant Incentive for each.

“**Project**” means the installation of Prescriptive Measures, Engineered Measures and/or Custom Measures implemented at a Facility.

“**Project Evaluator**” means the LDC or a person representing the LDC who is a professional engineer, a certified engineering technologist, a certified energy manager, or an engineer-in-training under the supervision of a professional engineer or certified engineering technologist.

“**Project M&V Plan**” means a plan to conduct measurements and verification of the Energy Savings and Demand Savings in respect of a Project, in accordance with the Project M&V Procedure prescribed for the purposes of the Retrofit Program, as updated from time to time.

**“Project M&V Procedure”** means the Project Measurement and Verification Procedure in the prescribed form made available by the IESO, a updated from time to time.

**“Recognized Farm Operation”** means a farm property that possesses a farm business registration number, being the six to seven digit number administered by Agricorp, an agency of the Government of Ontario, and housed by Agricorp, the Ontario Ministry of Food, Agriculture and Rural Affairs, the Municipal Assessment Corporation and the municipalities.

**“SHP Advance Payment”** means the advance payment calculated as 50% of the total Estimated Participant Incentive and the Social Housing Adder, if any, payable to the Social Housing Provider upon request and subject to LDC available funds.

**“Small Project”** means a Project comprised of (a) Prescriptive Measures and/or Engineered Measures with Estimated Participant Incentives of less than or equal to \$20,000, or (b) Custom Measures with an Estimated Participant Incentive of less than or equal to \$10,000.

**“Social Housing Adder”** means an incremental amount added to a Participant Incentive payable to a Social Housing Provider in respect of a Project calculated as the positive difference, if any, of: (a) the Participant Incentive that would otherwise be payable for such Project had the Applicant not been a Social Housing Provider, multiplied by two (2) , up to a maximum of 50% of the Eligible Costs for such Project or a maximum of 55% of the Estimated Eligible Costs in the Application approved by the LDC; and (b) the Participant Incentive that would otherwise be payable for such Project had the Applicant not been a Social Housing Provider. The Social Housing Adder is subject to available LDC funds.

**“Social Housing Provider”** means a non-profit provider of assisted or social housing under a federal, provincial or municipally funded program, and includes, without limitation, non-profit corporations under the Social Housing Reform Act, 2000, public housing corporations owned by municipalities directly or through local housing corporations, non-profit housing co-operatives as defined in the Co-operative Corporations Act, non-profit housing corporations that manage or own residential buildings developed under the “Affordable Housing Program”, and non-profit organizations or municipal or provincial governments that manage or own residential supportive housing, shelters and hostels.

**“TSM Advance Payment”** means the advance payment calculated as 5% of One Month Metered Load, multiplied by 12, payable as a lump sum to the Participant 20 business days after LDC confirms the One Month Metered Load. The total Participant Incentive payable upon completion of the Project is calculated as 50 % of the Eligible Costs for the Project up to a maximum of 55% of the Estimated Eligible Costs in the Application approved by the LDC. Any Demand Savings or Energy Savings attributed to other Measures that are recorded by the TSM Measure during the minimum 6 month monitoring period will be subtracted from the total Demand Savings or Energy Savings attributable to the TSM Measure.

**“TSM Measure”** means sub-meter equipment to bill tenants in Multi-Family Buildings for actual electricity use.

## SCHEDULE 2 ELIGIBLE COSTS

Costs which are eligible to be included in determining applicable Participant Incentives must be directly related to the procurement and implementation of the measures and are limited to:

- 1) for Prescriptive Measures, the actual costs of the equipment purchased and installed;
- 2) for Engineered Measures:
  - a) the actual costs of the equipment purchased and installed;
  - b) the actual costs of labour for the installation of the equipment by suppliers;
  - c) actual costs to dispose of or decommission the replaced equipment;
  - d) actual costs of inspections of the Project as may be required pursuant to Laws and Regulations;
- 3) for Custom Measures, all Eligible Costs for Engineered Measures plus:
  - a) actual costs of energy audits not funded under other initiatives;
  - b) actual costs of design, engineering and/or architecture associated with a Project;
  - c) project management costs provided by third parties;
  - d) shipping, delivery, duties and other costs applicable to the delivery of equipment to the facility; and
  - e) actual costs to prepare and implement the Project M&V Plan or costs to assist the LDC in obtaining the information and supporting documentation to prepare the Advanced Evaluation and Incentive Report and the Final Evaluation and Incentive Report.

For certainty, costs which are not eligible to be included in Eligible Costs include:

- 1) any costs that are not third party costs or that are internal costs of the Participant, including costs of the Participant's labour, service, administration or overhead;
- 2) financing costs of the Participant;
- 3) related insurance costs of the Participant;
- 4) costs associated with post-installation maintenance or service contracts;
- 5) costs of spare parts, spare equipment or other inventories;

- 6) purchase or lease of tools for installation of equipment;
- 7) HST; or
- 8) a portion of the costs of Eligible Measures that have been or will be received from financial incentives generally funded by energy ratepayers or taxpayers in the Province of Ontario (other than funding principally directed to Social Housing Providers if, combined with the Participant Incentive, does not exceed the actual cost of the Project) or rebates from manufacturers or wholesalers or other supply chain participants.