

Hydro One Networks Inc.

8th Floor, South Tower
483 Bay Street
Toronto, Ontario M5G 2P5
www.HydroOne.com

Tel: (416) 345-5700
Fax: (416) 345-5870
Cell: (416) 258-9383
Susan.E.Frank@HydroOne.com

Susan Frank

Vice President and Chief Regulatory Officer
Regulatory Affairs



BY COURIER

March 3, 2011

Ms. Kirsten Walli
Secretary
Ontario Energy Board
Suite 2700, 2300 Yonge Street
P.O. Box 2319
Toronto, ON.
M4P 1E4

Dear Ms. Walli:

EB-2010-0332 – Hydro One Networks’ Board-Approved CDM Programs Application – Initiative Schedules to the Master CDM Program Agreement – Schedule C-5 and C-6

As requested by council for Board Staff, please find enclosed a redacted version of those Initiative Schedules (Direct Service Space Cooling Initiative - C-5 and Existing Building Commissioning Incentive Initiative - C-6) to the Master CDM program Agreement that have been finalized.

An electronic copy of the submission has been filed using the Board’s Regulatory Electronic Submission System.

Sincerely,

ORIGINAL SIGNED BY SUSAN FRANK

Susan Frank

cc EB-2010-0332 Intervenors

**OPA Commercial & Institutional Province-wide Program –
Direct Service Space Cooling Initiative - Schedule “C-5”**

to Master CDM Program Agreement

DIRECT SERVICE SPACE COOLING AND REFRIGERATION INITIATIVE

2011 – 2014

TABLE OF CONTENTS

ARTICLE 1 INTERPRETATION.....	3
1.1 Definitions.....	3
1.2 Section References.....	5
1.3 List of Exhibits.....	5
ARTICLE 2 GENERAL OBLIGATIONS	6
2.1 LDC General Obligations	6
2.2 OPA General Obligations	7
ARTICLE 3 APPLICATIONS, PARTICIPANT AGREEMENTS AND WORK ORDER FORMS	7
3.1 Applications	7
3.2 Work Orders and Provision of Eligible Measures	8
3.3 Hiring Contractors	9
ARTICLE 4 PARTICIPANT INCENTIVES UNDER THE INITIATIVE	9
4.1 Payment of Participant Based Funding by OPA to LDC.....	9
EXHIBIT A1 ELIGIBILITY CRITERIA.....	15
EXHIBIT A2 ELIGIBILITY MEASURES PRICE LIST.....	16
EXHIBIT B DRAFT WORK ORDER AND PARTICIPANT AGREEMENT.....	18

**OPA Commercial & Institutional Province-wide Program (the “Program”) –
Direct Service Space Cooling Initiative**

to Master CDM Program Agreement

DIRECT SERVICE SPACE COOLING AND REFRIGERATION INITIATIVE

2011 – 2014

RECITALS:

1. The Initiative in this Schedule is the Direct Service Space Cooling Initiative (the “Initiative”), and this Schedule is an Initiative Schedule.
2. The LDC has Registered for the Program and the Initiative in this Schedule is a Registered Initiative.
3. The objective of this Initiative is to offer free servicing of air conditioning systems and refrigeration units of up to \$750 excluding Applicable Taxes per Facility to owners and tenants of commercial, institutional, agricultural facilities and multi-family buildings meeting the Eligibility Criteria for the Initiative, for the purpose of achieving Electricity Savings and Peak Demand Savings.
4. The LDCs, through their relationship with non-residential Distribution Consumers, will encourage and assist such Eligible Persons to partake in the Initiative.
5. The Parties wish to study further the costs and savings from and delivery models for this Initiative, and acknowledge that 2011 is a transitional year. After January 31, 2012, the OPA intends to review this Initiative, and consider in consultation with the EDA Representative, among other options, redesign of the delivery model or termination of the Initiative.

**ARTICLE 1
INTERPRETATION**

1.1 Definitions

In this Schedule, capitalized terms that are not otherwise defined in this Schedule shall have the respective meanings ascribed to them in the Master Agreement and the following terms shall have the following meanings in this Schedule:

“**Application**” means an application submitted by an electricity consumer to the OPA requesting servicing of its air conditioning systems and refrigeration units;

“**Contractor**” has the meaning given to it in Section 4.3;

“Direct Service Eligible Cost” means the cost per Eligible Measure per Eligible Unit listed in the columns titled “Direct Service Eligible Cost” in the Eligible Measures Price List in Exhibit “A2”;

“Eligibility Criteria” means the Participant Eligibility Criteria, the Facility Eligibility Criteria and the Unit Eligibility Criteria in Exhibit “A1”;

“Eligible Measures” means one or more air conditioning system and/or refrigeration unit services listed in the Eligible Measures Price List in Exhibit “A2” under the column “Eligible Measures”;

“Eligible Measures Price List” means a list of Measures available under this Initiative and the corresponding Direct Service Eligible Cost as set forth in Exhibit “A2”;

“Eligible Unit” means either or both as required by context, an air conditioning system and/or a refrigeration unit, in each case that meet the Unit Eligibility Criteria set out in Exhibit “A1” applicable to it;

“Facility” means the building, premises, or part thereof, owned or occupied by the Participant;

“Facility Eligibility Criteria” means the criteria listed under the heading “Facility Eligibility Criteria” in Exhibit “A1”;

“General Service < 50 kW Account” has the meaning given to such term as in the OEB’s Yearbook of Electricity Distributors;

“General Service >50 kW Account” has the meaning given to such term as in the OEB’s Yearbook of Electricity Distributors;

“HVAC Training Program” means a program for training heating, ventilation and air conditioning professionals to identify air conditioning system and refrigeration unit energy efficiency opportunities and/or to provide any of the Eligible Measures, as specified by the OPA from time to time;

“Initiative” has the meaning given to it in Recital #1;

“LDC Lead” means a non-residential Distribution Consumer whom the LDC has assisted with completing Part I of the Work Order pursuant to Section 3.1(c);

“Participant” means an Eligible Person who has (i) satisfied the Eligibility Criteria, (ii) agreed to the terms and conditions in the Participant Agreement, and (iii) signed a Work Order;

“Participant Based Funding Amount” means the amount payable by the OPA to the LDC in respect of the costs of generating LDC Leads, subject to Section 5.1;

“Participant Eligibility Criteria” means the criteria listed under “Participant Eligibility Criteria” in Exhibit “A1”;

“Response Guidelines” means the guidelines developed by the OPA, as modified from time to time, providing information to the LDC in respect of the Initiative so that the LDC can respond to inquiries relating to the Initiatives;

“Schedule” means this Schedule “C-5” and the exhibits attached hereto;

“Work Order” means the completed work order form, a draft of which is attached at Exhibit “C” hereto, and which shall be finalized pursuant to Section 4.2(a); and

“Unit Eligibility Criteria” means the criteria listed under “Unit Eligibility Criteria” in Exhibit “A1”.

1.2 Section References

Unless otherwise indicated herein, any reference in this Schedule to an article, section, subsection, paragraph or exhibit refers to the article, section, subsection, paragraph or exhibit to this Schedule.

1.3 List of Exhibits

The following exhibits are attached to and incorporated into and are to be read together with this Schedule and shall form part of this Schedule:

Exhibit “A1”	Eligibility Criteria
Exhibit “A2”	Eligible Measures Price List
Exhibit “B”	Draft Work Order and Participant Agreement

ARTICLE 2

CONDITION PRECEDENT

- 2.1 If the OPA chooses to retain a third party Contractor to deliver this Initiative pursuant to Section 4.3, but is unable to secure the services of a Contractor in the LDC's service area for any reason, the OPA shall promptly advise the LDC that it is not presently able to deliver this Initiative in its service area.
- 2.2 An LDC who has received notice from the OPA pursuant to Section 2.1 may propose one or more potential Contractors to the OPA who are willing to deliver the Initiative in the LDC's service area. The OPA then shall negotiate in good faith with the suggested Contractor to deliver this Initiative in the LDC's service area in accordance with the provisions of this Schedule and with Section 2.6 of the Master Agreement, and on terms comparable with Contractors in other Local Distribution Company service areas. For greater certainty, the OPA may depart from the prices set out in the Eligible Measures Price List by a commercially reasonable amount, but shall be under no obligation to engage a Contractor on terms that are not satisfactory to the OPA at its sole discretion.
- 2.3 Where notice is provided by the OPA in accordance with Section 2.1, it shall be a condition precedent to the terms and conditions of this Schedule, (other than this Article 2) taking effect, that the OPA successfully retains a Contractor to service the LDC's service area on terms and conditions satisfactory to the OPA, acting reasonably.
- 2.4 Where notice is provided by the OPA in accordance with Section 2.1, if no satisfactory Contractor is engaged within 60 days, the OPA shall so notify the LDC, who may elect to withdraw from this Initiative or propose additional potential Contractors to the OPA.

ARTICLE 3

GENERAL OBLIGATIONS

3.1 LDC General Obligations

For the purposes of implementing and managing the Initiative, in addition to the other obligations set forth in the Master Agreement and this Schedule, the LDC's obligations will include, but will not be limited to the following:

- (a) responding to consumer inquiries and complaints in accordance with the responses set out in the Response Guidelines. If the Response Guidelines do not provide a response adequately addressing the inquiry or complaint, the LDC will promptly direct the consumer inquiry or complaint to the OPA for resolution;
- (b) promptly advising the OPA of suspected non-compliance with Eligibility Criteria and/or customer complaints regarding Contractors;
- (c) using best efforts to identify Eligible Persons in its service area, and encouraging them to apply to the Initiative. Where the Eligible Person wishes to apply to the Initiative, the LDC shall ensure that the Eligible Person completed Part I of the Work

Order, or shall assist them with completing Part I of the Work Order, and shall submit the Work Order (with Part I completed) to the OPA. All Eligible Persons for whom the OPA receives a completed Part I from the LDC shall qualify as an “LDC Lead”;

- (d) informing Eligible Persons about training opportunities that may be made available by the OPA from time to time; and
- (e) cross-promoting this Initiative to Participants in the Direct Install Lighting and Water Heating Initiative.

3.2 OPA General Obligations

For the purposes of implementing and managing the Initiative, in addition to the other obligations set forth in the Master Agreement and this Schedule, the OPA’s obligations will include, but will not be limited to the following:

- (a) providing and updating the Response Guidelines; and
- (b) maintaining the Eligibility Criteria, Eligible Measures and Eligible Measures Price List, Work Order, Participant Agreement and Application subject to Article 3 of the Master Agreement. For the purpose of determining a “Minor Change” pursuant to Section 2(b) of Schedule A-4, the Eligible Measures Price List shall be considered a “Participant Incentive”, and the Work Orders shall be considered a “Participant Agreement”.

The OPA is designated as the primarily responsible for the purposes of Section 2.4 of the Master Agreement, , other than with respect to the obligations set out Sections 3.1 (a), (c), (d) and (e) of this Schedule.

ARTICLE 4 APPLICATIONS, PARTICIPANT AGREEMENTS AND WORK ORDERS

4.1 Applications

The OPA shall, upon receipt of an Application and within a time period to be determined by the OPA in consultation with the EDA Representative:

- (a) review each Application for completeness;
- (b) notify the non-residential Distribution Consumer if the Application is incomplete, and afford the non-residential Distribution Consumer an opportunity to correct such deficiencies; and
- (c) for those Applications that are complete, contact the non-residential Distribution Consumer to arrange an appointment.

4.2 Work Orders and Provision of Eligible Measures

- (a) Notwithstanding any provision of the Master Agreement, the OPA and the LDC acknowledge that the Draft Work Order attached as Exhibit "B" is a draft only. In consultation with the EDA Representative, the OPA may make all changes necessary to finalize the Work Order. The OPA shall use commercially reasonable efforts to finalize the Work Order on or before March 31, 2011. The finalized Work Order shall take effect 30 days after written notice from the OPA.
- (b) The OPA shall only be obligated to provide the Eligible Measures between April 1 and October 31 of each year.
- (c) The OPA may contact potential non-residential Distribution Consumers directly to encourage participation in this Initiative.
- (d) At each service appointment arranged pursuant to Section 3.1(c), Section 4.1(c) or 4.2(c), and prior to providing the Eligible Measures, the OPA will:
 - (i) confirm that the non-residential Distribution Consumer meets the Participant Eligibility Criteria, that the Facility meets the Facility Eligibility Criteria, and that the air conditioning system and refrigeration unit (if any) meet the Unit Eligibility Criteria;
 - (ii) confirm, in its reasonable opinion, that the Eligible Measures would reduce electricity consumption or peak electricity demand of the Eligible Units;
 - (iii) confirm that at least one of the Eligible Units is an air conditioning system;
 - (iv) complete the Work Order as follows:
 - (A) the number of Eligible Units serviced that are air conditioning systems is a maximum of five per Work Order;
 - (B) the quantity of any Eligible Measure is a whole number (fractions of or part measures will not be eligible);
 - (C) the amount to be paid in respect of Direct Service Eligible Costs for any one Work Order is greater than \$100 and no more than \$750 (in each case, excluding all Applicable Taxes) per Facility;
 - (D) the Eligible Measures shall be provided between April 1 and October 31 of each year, and no later than October 31, 2014; and
 - (E) the Direct Service Eligible Costs must be calculated based on the proposed Eligible Measures to be provided, the number of Eligible Units, and corresponding Direct Service Eligible Costs; and
 - (F) The OPA shall ensure that the Participant signs the Work Order.

- (e) Immediately after completion of the Work Order in accordance with Section 4.2(d), the OPA shall provide all Eligible Measures pursuant to the signed Work Order and in accordance with Good Industry Practice and be accountable to the Participant for the satisfactory performance of all such Eligible Measures in accordance with Good Industry Practice.
- (f) The OPA shall ensure that:
 - (i) any waste products that result from the provision of an Eligible Measure are disposed of appropriately at a municipal decommissioning facility (or where such municipal decommissioning facility is not reasonably available, decommissioning and disposal of the above items in accordance with, at minimum, Good Industry Practice and Laws and Regulations); and
 - (ii) such items are not re-used by the Participant or any other Person.

4.3 **Hiring Contractors**

- (a) At its option, the OPA may contract (or subcontract) with a third party (“**Contractor**”) on reasonable commercial terms, to provide the Eligible Measures and to dispose of waste products, in each case on behalf of the OPA, and in accordance with Laws and Regulations and Good Industry Practice, and in accordance with the electrical safety requirements of the *Electrical Safety Act* (Ontario). The OPA shall ensure that each such Contractor shall assume responsibility and liability for the quality of all work and materials in relation to Eligible Measures and carry insurance consistent with Good Industry Practice and that all materials and equipment used have warranties and are purchased on terms and conditions consistent with Good Industry Practice.
- (b) The OPA shall ensure that all Contractors have completed the HVAC Training Program.

ARTICLE 5 PARTICIPANT INCENTIVES UNDER THE INITIATIVE

5.1 **Payment of Participant Based Funding by OPA to LDC**

- (a) The LDC shall invoice the OPA for Participant Based Funding Amounts pursuant to Section 4.6 of the Master Agreement.
- (b) The OPA shall pay Participant Based Funding Amounts in the amount of [REDACTED], excluding Applicable Taxes, for each LDC Lead that:
 - (i) was generated by a third party service provider to the LDC; and
 - (ii) resulted in the delivery of Eligible Measures.

- (c) The OPA shall pay the LDC in accordance with Section 4.6 of the Master Agreement.
- (d) The Eligible Measures Price List does not include Applicable Taxes. The OPA shall be responsible, in accordance with Laws and Regulations, for collecting and remitting all Applicable Taxes in respect of Eligible Measures provided.

ARTICLE 6

TRANSITIONAL INITIATIVE

If the OPA terminates this Initiative in accordance with the Master Agreement for any reason, notwithstanding any other provision of the Master Agreement, the OPA shall have no obligation to introduce, or to use Commercially Reasonable Efforts to work with any Person to introduce, a replacement Initiative.

EXHIBIT A1 ELIGIBILITY CRITERIA

Eligibility Criteria

To be a Participant under the Direct Service Space Cooling and Refrigeration Initiative, the non-residential Distribution Consumer, and the Facility and the air conditioning system and refrigeration unit in respect of which such Person is applying, must meet the Participant Eligibility Criteria, the Facility Eligibility Criteria and the Unit Eligibility Criteria described below (collectively, the “**Eligibility Criteria**”):

1. Participant Eligibility Criteria

To be an Eligible Person under this Initiative, a person must:

- (a) be the owner or the lessee of the Facility, and if the non-residential Distribution Consumer is the lessee then it must have the authority to have the Eligible Measures provided either as a condition of the lease or with the consent/authorization of the owner/operator of the Facility;
- (b) not be a Residential electricity consumer; and
- (c) not have contracted for or received any services that are comparable to Eligible Measures prior to having entered into a Work Order during the current or last calendar year.

2. Facility Eligibility Criteria

To be eligible to participate in this Initiative:

- (a) the Facility must be within the LDC’s service area;
- (b) the Facility’s total capacity for all air conditioning systems must be 25 tons or less; and
- (c) the Facility has not have previously participated in this Initiative.

3. Unit Eligibility Criteria

If the proposed unit is an air conditioning system, to be eligible under this Initiative, the air conditioning system must:

- (a) be made up of air cooled unitary air conditioning equipment (single package and split systems);
- (b) must not be a chilled water system;
- (c) be older than five years and not have received services comparable to the Eligible Measures within the current or last calendar year;

- (d) not have a service or maintenance contract in effect that covers servicing the air conditioning system; and
- (e) have a reasonable potential to reduce electricity consumption or its peak demand if the applicable Eligible Measures are applied to it.

If the proposed unit is a refrigeration unit, to be an eligible under this Initiative, (i) an Eligible Unit that is an air conditioning system must also receive Eligible Measures, and (ii) the refrigeration unit must:

- (f) be a refrigerated display case, walk-in cooler, or a freestanding refrigerator or refrigerator or freezer or any other cooling equipment that is not an air conditioner;
- (g) in the case of a freestanding refrigerator or freezer, have a minimum size of 30 cubic feet;
- (h) have readily accessible coils; and
- (i) have a reasonable potential to reduce electricity consumption or its peak demand if the applicable Eligible Measures are applied to it.

**EXHIBIT A2
ELIGIBLE MEASURES PRICE LIST**

[INSERT INITIATIVE MARKETING NAME]

		Direct Service Eligible Cost	
Measure #	Eligible Measure	For the 1 st Eligible Unit	For the 2 nd , 3 rd , 4 th and 5 th Eligible Unit
Air Conditioning System Services			
1	Pressure wash condenser coil (mandatory for all air conditioning system at the Facility) Cleaning condenser coil so that it is free of contaminants that could restrict air flow	\$100 per system	\$75 per system
2.	General Inspection and Assessment		
2(a)	Filter <ul style="list-style-type: none">• Inspection of air filter• Cleaning existing filter or replace with new filter	\$125 per system	\$100 per system
2(b)	Lubrication <ul style="list-style-type: none">• Ensuring all moving parts (bearings, condenser fan, blower/air handler) are properly lubricated		
2(c)	Refrigerant <ul style="list-style-type: none">• Inspection of refrigerant piping for any leaks, crushed sections or restrictions• Ensuring that refrigerant charge levels are within manufacturer's specifications• Refilling refrigerant accordingly		
Refrigeration Unit Services			
1 (a)	Coil cleaning Cleaning coils so that it is free of contaminants that could restrict air flow	\$50 per fridge	\$50 per fridge
1 (b)	Lubrication Ensuring all moving parts are properly lubricated		

Date: January 1, 2011

The above prices do not include HST or other applicable taxes

EXHIBIT B
[INSERT INITIATIVE MARKETING NAME]
DRAFT WORK ORDER FORM

Eligible Measures will only be provided between April 1 and October 31. Work Orders submitted outside of this period will be performed in the next available period.

The OPA may cancel this [INSERT INITIATIVE MARKETING NAME] Initiative at any time, and/or may refuse to provide Eligible Measures for any reason and at any time.

PART I: PARTICIPANT INFORMATION

1. LDC INFORMATION:

LDC Name: _____
LDC HST Registration No.: _____
Participant Account No. (if individually metered): _____

2. PARTICIPANT INFORMATION:

Participant Name (Full Legal Company Name/and business name, if different): _____

Street Number and Name: _____
City: _____ Province: _____ Postal Code: _____
HST Registrant #: _____

3. CONTACT INFORMATION:

Title (Mr. Mrs. Ms.): _____
First name: _____
Last name: _____
Daytime phone number: _____ Fax: _____
Email: _____
Alternate Contact Name: _____
Alternate Contact Phone no: _____
Alternate Contact email address: _____

Facility ownership:
Owner ☐ Tenant ☐

4. FACILITY INFORMATION:

Facility Name: _____
Unit/Floor/Suite #: _____
Street Number and name: _____
City: _____ Province: _____ Postal Code: _____

Business Type:
Food Service ☐
Service ☐
Retail ☐
Office ☐
Other: please specify _____

Total square footage: _____
Annual electricity usage (kWh): _____

5. ASSESSMENT INFORMATION (to be completed by Assessor):

i. Does the Participant have an existing servicing agreement for its air conditioning systems?

Yes ☐

No ☐

ii. When was the last time the air conditioning systems were serviced?

____ Years

____ Months

SIGN PART I SIGNATURE BLOCK

PART II: PERFORMANCE OF ELIGIBLE MEASURES (to be completed by Contractor)

Date of Work: _____

6. CONTRACTOR INFORMATION:

Company name: _____

Company Address: _____

HST #: _____

Technician name: _____

License #: _____ Phone no: _____

Email address: _____

7. UNIT INFORMATION:

Number of air conditioning systems: _____

Number of refrigeration units: _____ (Refrigeration units may receive Eligible Measures only if air conditioning systems also receive Eligible Measures)

TABLE 1: CHECKLIST

	Unit 1	Unit 2	Unit 3	Unit 4	Unit 5
Coil condition – Condenser					
Good – does not require cleaning	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Dirty – requires cleaning	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Could not access	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Coil condition – Refrigeration unit/walk in					
Good – does not require cleaning	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Dirty – requires cleaning	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Could not access (ineligible)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Test run air conditioning system and check for unusual noises					
No unusual noises heard – no lubrication required for moving parts	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Unusual noises heard– lubrication may be required for moving parts	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Programmable Thermostat condition					
Needs to be adjusted	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Needs to be replaced	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

iv. Adjust programmable thermostat/s thermostats:

	Adjustment Required	Adjusted	Not Adjusted
Unit 1	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Unit 2	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Unit 3	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Unit 4	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Unit 5	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
--------	--------------------------	--------------------------	--------------------------

v. Other recommended repairs:

8. TUNE UP INFORMATION

Date of Tune up: _____

TABLE 2: UNIT INFORMATION

	Unit 1	Unit 2	Unit 3	Unit 4	Unit 5
Type of Unit (packaged/split system ¹)					
Manufacturer					
Model #					
Serial #					
Size (in tons)					
Refrigerant #					
Refrigerant quantity					
Unit location					
Approximate age of Unit					
Control set points for economizer					
Control set points for programmable thermostat (if applicable)					

¹ If split system please comment on how ventilation is provided to building:

i. Refill refrigerants (Air conditioning systems):

	Refrigerant Levels Low	Refrigerant Level Refilled	Refrigerant Level Not Refilled
Unit 1	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Unit 2	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Unit 3	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Unit 4	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Unit 5	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

ii. Check condenser operating pressures (Air conditioning systems):

	High side (PSIG)	Low side (PSIG)
Unit 1		
Unit 2		
Unit 3		
Unit 4		

Unit 5		
---------------	--	--

iii. Is there a programmable thermostat in the Facility?

Yes ☐

No ☐

iv. Was [INSERT INITIATIVE MARKETING NAME] information provided to Participant?

Yes ☐

No ☐

TABLE 3 (a): ELIGIBLE MEASURES PRICE LIST

Eligible Measure	Direct Service Eligible Cost for the 1 st Unit	Direct Service Eligible Cost for the 2 nd , 3 rd , 4 th and 5 th Units
Air conditioning Systems		
Pressure wash condenser coils	\$100 per system	\$75 per system
General Inspection and Assessment	\$125 per system	\$100 per system
Refrigeration units		
Coil cleaning/Lubrication	\$50 per fridge	\$50 per fridge

NOTE: Record set points in Table 2

TABLE 3 (b): CALCULATE DIRECT SERVICE ELIGIBLE COST

To calculate the Direct Service Eligible Cost per Unit, refer to Table 3 (a) and add the Direct Service Eligible Cost for each applicable Eligible Measure for each Unit

	Direct Service Eligible Cost per Unit
A/C Unit 1	
A/C Unit 2	
A/C Unit 3	
A/C Unit 4	
A/C Unit 5	
Refrigeration Unit 1	
Refrigeration Unit 2	
Refrigeration Unit 3	
Refrigeration Unit 4	
Refrigeration Unit 5	
Refrigeration Unit 6	
Refrigeration Unit 7	
Total Direct Service Eligible Costs (sum of Total Direct Service Eligible Cost for all Units)	
HST on Total Direct Service Eligible Costs	

OTHER SERVICES

Please provide a description of other services performed or recommended (e.g. adjust economizer, replace actuator and repair refrigerant piping) in servicing the roof-top units and costs.

PART III: SIGNATURES

All information in this Work Order is true, complete and accurate. The Participant has reviewed and agrees to be bound by the terms and conditions [in the Participant Agreement] [set out on reverse/below]

Part I Signatures:

PARTICIPANT COMPANY NAME:	/LEGAL	AUTHORIZED SIGNATURE:	DATE:
		NAME:	TITLE:
		AUTHORIZED SIGNATURE:	DATE:
		NAME:	TITLE:
I/we have authority to bind the Participant			

Part II Initials:

The Contractor completed the Eligible Measures set out in this Work Order on: _____

PARTICIPANT INITIALS

PARTICIPANT AGREEMENT

As consideration for the provision of the Eligible Measures (as set out in the Work Order), and pursuant to the Work Order, the Participant (as identified in the Work Order) agrees to the following terms and conditions:

1. This Participant Agreement is between and is binding on the Ontario Power Authority ("OPA") and the Participant. The Contractor (as identified in the Work Order), for the purposes of this Initiative, is a subcontractor of the OPA and the OPA may subcontract any of its responsibilities under this [INSERT INITIATIVE MARKETING NAME] (the "Initiative") to the Contractor, an affiliate or a third party.
2. The Participant has reviewed the Work Order and confirms that all information in Part I is true, complete and accurate.
3. The Participant authorises the OPA to perform any of the services listed on the Eligible Measures List attached as Schedule 1, including disposal of any replaced or residual material, as determined to be necessary by the Contractor. The OPA shall perform Eligible Measures at the Facility (identified in the Work Order). The Eligible Measures must be whole Eligible Measures and cannot be fractions of or part Eligible Measures and must have an aggregate value of at least \$100 based on Direct Service Eligible Costs (excluding applicable taxes).
4. If the Participant wishes to obtain Eligible Measures with a value of more than \$750, the Participant shall be liable directly to the OPA for the value of any Eligible Measures where the total of the Direct Install Eligible Costs is in excess of \$750 per Facility, excluding applicable taxes.
5. The OPA directs and authorizes the Participant to pay amounts described in Section 4 above directly to the Contractor.
6. Neither of the Ontario Power Authority ("OPA") nor the LDC will be liable for any direct, indirect, special or consequential damages, costs or losses arising from the installation or use of the Eligible Measures, whether in accordance with the manufacturer's instructions or otherwise, or from any actions, negligence or misconduct by any Contractor.
7. The Participant represents and warrants that:
 - (a) the Participant is not a residential consumer;
 - (b) the Participant owns or leases the Facility, provided that if the Participant is a lessee of the Facility, it has all right and authority to have the Eligible Measures performed;
 - (c) the Participant did not contract for nor receive any services that are comparable to Eligible Measures prior to having entered into a Work Order within the current or last calendar year.
 - (d) the Facility is within the service area of the LDC;
 - (e) a minimum of one Unit (as set out in the Application) is an air conditioning system;
 - (f) the Unit(s) that is/are air conditioning system(s) is/are made up of air cooled unitary air conditioning equipment (single package and split systems);

- (g) the Unit(s) that is/are an air conditioning system(s) is/are not a chilled water system;
- (h) the Unit(s) that is/are an air conditioning system(s) is/are older than five years and not have been serviced within the current or last calendar year;
- (i) air conditioning systems at the Facility have a total combined capacity of 25 tons or less;
- (j) there is no service or maintenance contract in effect that covers servicing the Unit(s) that is/are an air conditioning system(s);
- (k) the Unit(s) (as set out in the Application) that is/are refrigeration unit(s) is/are a refrigerated display case(s), or a walk-in cooler(s), or a freestanding refrigerator(s) or freezer(s) larger than 30 cubic feet, or any other cooling equipment that is not an air conditioner, and the coils are readily accessible;
- (l) the Unit(s) (as set out in the Application) is/are in working order;
- (m) the Facility did not previously participate in this Initiative;
- (n) the Participant has not received, is not receiving nor will receive any financial incentives generally funded by energy ratepayers or tax payers of the Province of Ontario with respect to the Eligible Measures to be implemented;
- (o) the Participant would not otherwise have undertaken this space cooling project without the financial support and participation of the OPA;
- (p) the Participant understands and agrees to the terms and conditions as set forth herein;
- (q) the Participant understands and agrees that if the Work Order is accepted by the OPA, it will be bound by this Agreement; and
- (r) the Participant has the authority and capacity to enter into this Agreement.

8. The Participant agrees that if the OPA determines, at its sole discretion, that that the Eligible Measures would not reduce the Unit(s)'s electricity consumption, or if the Unit(s) are not in working condition, or if providing the Eligible Measures would be unsafe or cause undue hazard, then the OPA may refuse to provide Eligible Measures to that Unit(s).

9. The Participant covenants that:

- (a) the Participant will participate in any follow up surveys, studies, audits, evaluations or verifications conducted by the LDC or the OPA or their agents in connection with the Initiative, including for the purpose of proper administration, monitoring and verification of the Work Order or evaluation of the Initiative, and will provide to the LDC, the OPA, the Contractor, the Assessor and their respective affiliates, employees, agents, officers, directors, service providers or heirs or assigns (together, the "**Program Operators**") reasonable access to the Participant's records and Facilities for such purposes; and
- (b) The Participant will pay the taxes, if any, imposed under Part IX of the *Excise Tax Act* (Canada) on the Participant's costs of installed Eligible Measures above \$750 (excluding applicable taxes).

10. The Participant 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 historical energy use and consumption (the "**Participant Information**") by the Program Operators for purposes relating to the operation, administration or assessment of the Initiative or the Work Order, and in connection with any reporting activities relating to the Initiative, 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 to modify the Initiative 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.
11. 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, and 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 OPA and its successors and assigns. The OPA 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 the OPA 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 OPA.
12. With the Participant's prior consent, the LDC and the OPA may publicize the Participant's participation in the Initiative.
13. 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 Initiative is based upon its own assessment of the Initiative 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.
14. Notwithstanding anything contained herein to the contrary, the Participant 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 Initiative, including by reason of the actual or alleged provision of any Eligible Measures and its operation or any other matter contemplated by this Agreement.
15. 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.

16. The Participant acknowledges that it is an independent contractor, and that there is no joint venture, partnership or agency created or implied by this Agreement.
17. 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.
18. Except as provided in Sections 7, 9 10 and 12 this Agreement is solely for the benefit of:
 - (a) the OPA, 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 OPA 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.

19. 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.
20. 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.
21. 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.

SCHEDULE 1

		Direct Service Eligible Cost	
Measure #	Eligible Measure	For the 1 st Eligible Unit	For the 2 nd , 3 rd , 4 th and 5 th Eligible Unit
Air Conditioning System Services			
1	Pressure wash condenser coil (mandatory for all air conditioning system at the Facility) Cleaning condenser coil so that it is free of contaminants that could restrict air flow	\$100 per system	\$75 per system
2.	General Inspection and Assessment		
2(a)	Filter <ul style="list-style-type: none">Inspection of air filterCleaning existing filter or replace with new filter	\$125 per system	\$100 per system
2(b)	Lubrication <ul style="list-style-type: none">Ensuring all moving parts (bearings, condenser fan, blower/air handler) are properly lubricated		
2(c)	Refrigerant <ul style="list-style-type: none">Inspection of refrigerant piping for any leaks, crushed sections or restrictionsEnsuring that refrigerant charge levels are within manufacturer's specificationsRefilling refrigerant accordingly		
Refrigeration Unit Services			
1 (a)	Coil cleaning Cleaning coils so that it is free of contaminants that could restrict air flow	\$50 per fridge	\$50 per fridge
1 (b)	Lubrication Ensuring all moving parts are properly lubricated		

**OPA Commercial & Institutional Province-wide Program –
Existing Building Commissioning Incentive Initiative - Schedule “C-6”**

to Master CDM Program Agreement

EXISTING BUILDING COMMISSIONING INCENTIVE INITIATIVE 2011 – 2014

Table of Contents

	<u>Page</u>
ARTICLE 1 INTERPRETATION.....	4
1.1 Definitions.....	4
1.2 Section References.....	8
1.3 List of Exhibits.....	8
ARTICLE 2 GENERAL OBLIGATIONS	8
2.1 LDC General Obligations	8
ARTICLE 3 APPLICATIONS, PARTICIPANT AGREEMENTS AND COMMISSIONING REPORTS	9
3.1 Applications	9
3.2 Participant Agreement Management.....	10
3.3 Commissioning Phases	10
3.4 Conditions Precedent to Payment by the LDC to the Participant.....	14
ARTICLE 4.....	15
CALCULATION OF PARTICIPANT INCENTIVES	15
4.1 Scoping Study Phase Participant Incentive.....	15
4.2 Determination of Investigation Phase Participant Incentive.....	15
4.3 Determination of Implementation Phase Participant Incentive	16
4.4 Determination of the Hand-off/Completion Phase Participant Incentive	16
ARTICLE 5 PAYMENT TO LDC	17
5.1 Payment to LDC	17
ARTICLE 6 DATA REQUIREMENTS.....	18
6.1 Documentation and Data to be Provided to the OPA by the LDC	18

Exhibits:

Exhibit "A1"	Eligibility Criteria
Exhibit "A2"	Eligible Costs
Exhibit "B1"	Application
Exhibit "B2"	Participant Agreement
Exhibit "C1"	Scoping Study Phase Commissioning Report Minimum Requirements
Exhibit "C2"	Investigation Phase Commissioning Report Minimum Requirements
Exhibit "C3"	Implementation Phase Commissioning Report Minimum Requirements
Exhibit "C4"	Hand-off/Completion Commissioning Report Minimum Requirements
Exhibit "C5"	Metering / Data Points
Exhibit "D1"	Form of Advanced Evaluation and Incentive Report
Exhibit "D2"	Form of Final Evaluation and Incentive Report
Exhibit "E"	Form of Phase Completion Report

**OPA Commercial and Institutional Province-wide Program –
Existing Building Commissioning Incentive Initiative - Schedule C-6**

to Master CDM Program Agreement

EXISTING BUILDING COMMISSIONING INCENTIVE INITIATIVE 2011 - 2014

RECITALS:

1. The Initiative in this Schedule is the Existing Building Commissioning Incentive Initiative (the “**Initiative**”), and this Schedule is an Initiative Schedule.
2. The LDC has Registered for the Commercial and Institutional Program, and the Initiative in this Schedule is a Registered Initiative.
3. The objective of this Initiative is to offer incentives for optimizing (but not replacing) existing Chilled Water Systems in non-residential Facilities for the purpose of achieving Implementation Phase Energy Savings or Implementation Phase Demand Savings or both.
4. To accomplish this objective, this Initiative offers Participant Incentives for the following Commissioning Phases:
 - (a) Scoping Study Phase,
 - (b) Investigation Phase,
 - (c) Implementation Phase, and
 - (d) Hand Off/Completion Phase.
5. The LDC, through its relationship with non-residential Distribution Consumers, will encourage and assist such Eligible Persons to participate in the Initiative.

**ARTICLE 1
INTERPRETATION**

1.1 Definitions

In this Schedule, capitalized terms that are not otherwise defined in this Schedule shall have the respective meanings ascribed to them in the Master Agreement and the following terms shall have the following meanings in this Schedule:

“**Advanced Evaluation and Incentive Report**” means a report prepared by a Project Evaluator in the form of the report attached as Exhibit “D1”.

“**Baseline Electricity Consumption**” has the meaning given to it in Exhibit “C2”.

“Baseline Peak Demand” has the meaning given to it in Exhibit “C2”.

“Chilled Water System” means chillers, pumps, valves and cooling towers used directly as part of the process to cool buildings, or for the purpose of distributed cooling or conditioning.

“Commissioning Agent” means a Person who meets the Commissioning Agent Eligibility Criteria in Exhibit “A”.

“Commissioning Phases” means one or more of the Scoping Study Phase, the Investigation Phase, the Implementation Phase and the Hand Off/Completion Phase, and each a **“Commissioning Phase”**.

“Commissioning Phase Report” means any or all of the Scoping Study Phase Commissioning Report, the Investigation Phase Commissioning Report, the Implementation Phase Commissioning Report and the Hand-off/Completion Phase Commissioning Report.

“Data Points” means the measurement points listed in Exhibit “C5”.

“Efficiency Measure” means a Major Measure or a Minor Measure that is implemented during the Implementation Phase pursuant to Section 1(c) of the Participant Agreement.

“Eligibility Criteria” means the Eligibility Criteria that must be satisfied to qualify as an Eligible Person, an Eligible Chilled Water System, or a Commissioning Agent, as provided in Exhibit “A1”.

“Eligible Chilled Water System” given to it in Exhibit “A1”.

“Eligible Costs” means those costs listed in Exhibit “A2”.

“Eligible Person” has the meaning given to it in Exhibit “A1”.

“Energy Audit Initiative” means the Commercial and Institutional Program initiative which offers incentives to non-residential Distribution Consumers who conduct energy audits to identify opportunities to reduce electricity consumption and demand, as described in Schedule “C-1”.

“Equipment Replacement Incentive Initiative” means the Commercial and Institutional Program initiative which offers incentives to Distribution Consumers who achieve Energy Savings and Demand Savings by upgrading to more energy-efficient equipment Measures, as described in Schedule “C-2”.

“Final Evaluation and Incentive Report” means a report prepared by a Project Evaluator in the form of the report attached as Exhibit “D2”.

“Hand-off/Completion Phase” means the fourth (and final) phase in which the Commissioning Agent visits and reviews the performance of the Chilled Water System in the next Monitoring Period following implementation of the Efficiency Measures, and produces the Hand-off/Completion Phase Commissioning Report.

“Hand-off/Completion Phase Commissioning Report” means a report containing the elements set out in Exhibit “C4.”

“Hand-off/Completion Phase Demand Savings” has the meaning given to it in Exhibit “C4”.

“Hand-off/Completion Phase Energy Savings” has the meaning given to it in Exhibit “C4”.

“Hand-off/Completion Phase Participant Incentive” means the Participant Incentive calculated pursuant to Section 4.4.

“Implementation Phase” means the third phase in which the Participant implements the Minor Measures and the Major Measures and produces the Implementation Phase Commissioning Report.

“Implementation Phase Commissioning Report” means a report containing the elements set out in Exhibit “C3”.

“Implementation Phase Demand Savings” has the meaning given to it in Exhibit “C3”.

“Implementation Phase Energy Savings” has the meaning given to it in Exhibit “C3”.

“Implementation Phase Participant Incentive” means the Participant Incentive calculated pursuant to Section 4.3.

“Initiative” has the meaning given to it in Recital #1.

“Investigation Phase” means the second phase in which the Commissioning Agent reviews the existing Chilled Water System in depth and produces the Investigation Phase Commissioning Report.

“Investigation Phase Data Acquisition System” has the meaning given to it in 3.3(b)(ii)(A).

“Investigation Phase Commissioning Report” means a report containing the elements set out in Exhibit “C2”.

“Investigation Phase Demand Savings” has the meaning given to it in Exhibit “C2”.

“Investigation Phase Energy Savings” has the meaning given to it in Exhibit “C2”.

“Investigation Phase Participant Incentive” means the Participant Incentive calculated pursuant to Section 4.2.

“Major Measure” means an efficiency measure applicable to the Chilled Water System that reduces electricity consumption or peak demand with a Project Payback of more than two years, as recommended in the Investigation Phase Commissioning Report.

“Minor Measure” means an efficiency measure applicable to the Chilled Water System that reduces electricity consumption or peak demand with a Project Payback of two years or less, as recommended in the Investigation Phase Commissioning Report.

“Monitoring Period” means a period of 60 consecutive days during June, July, August or September while the Chilled Water System is operating.

“Participant” means an Eligible Person who has (i) submitted an Application which was approved by the LDC; and (ii) agreed to the terms and conditions in the Participant Agreement.

“Phase Completion Report” means a report submitted by the Participant to the LDC covering the Commissioning Phase Report in the form of Exhibit “E”.

“Project Evaluator” means a person who is licensed or certified to practice in Ontario as: (i) a professional engineer, (ii) a certified engineering technologist, (iii) a certified energy manager, having at least three years of relevant experience, or (iv) an engineer-in-training under the supervision of a professional engineer or certified engineering technologist. The Project Evaluator may be a third party service provider to or employee of the LDC.

“Project M&V Plan” means a plan to conduct measurements and verification of the Implementation Phase Energy Savings, Implementation Phase Demand Savings, Hand-off/Completion Phase Energy Savings, and Hand-off/Completion Phase Demand Savings in accordance with the *International Performance Measurement & Verification Protocol (IPMVP) vol. 1 – Concepts and Options for Determining Energy and Water Savings*, available at www.evo-world.org, and as may be updated from time to time.

“Project Payback” means, at the time of determination, the number of years it will take to recover the Eligible Costs of implementing an energy efficiency measure through the reduction in energy costs (electricity and other fuels), reductions in operating and maintenance costs and other avoided costs, for certainty, excluding Participant Incentives. Project Payback is calculated as follows:

$$(A - B) / C$$

A = the estimated Eligible Costs of implementing the energy efficiency measure,

B = the estimated Third Party Contributions (for carrying out the Implementation Phase),

C = The estimated reduction in annualised energy costs (electricity and other fuels), annualised reductions in operating and maintenance costs and other annualised avoided costs as a result of implementing the energy efficiency measure.

“Schedule” means this Commercial and Institutional Existing Building Commissioning Incentive Initiative Schedule, including all recitals and Exhibits attached hereto, as may be amended, restated or supplemented from time to time.

“Scoping Study Phase” means the first Phase in which the Commissioning Agent reviews the Chilled Water System and prepares a Scoping Study Phase Commissioning Report.

“Scoping Study Phase Commissioning Report” means a report containing the elements set out in Exhibit “C1”.

“Scoping Study Phase Participant Incentive” means the Participant Incentive calculated pursuant to Section 4.1.

“Scoping Study Phase Recommended Measures” has the meaning given to it in Exhibit “C1”.

“Square Foot” means one square foot of interior heated floor area within the perimeter of the exterior walls of the Facility, including common, mechanical and structural support areas, and excluding unheated parking garages areas. **“Square Footage”** shall mean the sum of the Square Feet.

“Third Party Contributions” means any financial incentives provided by energy ratepayers or tax payers in the Province of Ontario for carrying out the applicable Commissioning Phase or comparable activities, other than Participant Incentives.

1.2 Section References

Unless otherwise indicated herein, any reference in this Schedule to an article, Section, subsection, paragraph or Exhibit refers to the article, section, subsection, paragraph or exhibit to this Schedule.

1.3 List of Exhibits

The following exhibits are attached to and incorporated into and are to be read together with this Schedule and shall form part of this Schedule:

Exhibit “A”	Eligibility Criteria
Exhibit “B1”	Application Form
Exhibit “B2”	Participant Agreement
Exhibit “C1”	Scoping Study Commissioning Phase Report Minimum Requirements
Exhibit “C2”	Investigation Phase Report Minimum Requirements
Exhibit “C3”	Implementation Phase Report Minimum Requirements
Exhibit “C4”	Hand-off/Completion Phase Report Minimum Requirements
Exhibit “C5”	Metering Data Point Requirements
Exhibit “D1”	Form of Advanced Evaluation and Incentive Report
Exhibit “D2”	Form of Final Evaluation and Incentive Report
Exhibit “E”	Form of Phase Completion Report

ARTICLE 2 GENERAL OBLIGATIONS

2.1 LDC General Obligations

For the purposes of implementing and managing the Initiative, in addition to the other obligations set forth in the Master Agreement and this Schedule, the LDC’s obligations will include, but will not be limited to, the following:

Consumer Relationship

- (a) identifying and recruiting non-residential Distribution Consumers to participate in the Initiative;
- (b) assisting non-residential Distribution Consumers to understand the Initiative and the Eligibility Criteria;
- (c) assisting non-residential Distribution Consumers in completing Applications;
- (d) implementing a communications protocol to assist with technical or other related inquiries and complaints in respect of the Initiative;
- (e) ensuring that its relevant personnel are knowledgeable with respect to chilled water systems sufficient to this Initiative; and

Training

- (f) informing non-residential Distribution Consumers about training opportunities that may be made available by the OPA from time to time.

ARTICLE 3 APPLICATIONS, PARTICIPANT AGREEMENTS AND COMMISSIONING REPORTS

3.1 Applications

- (a) The LDC will manage the Application process, including, making the Applications available to interested non-residential Distribution Consumers in the form attached hereto as Exhibit “B1”.
- (b) The LDC will also notify the OPA of any Applications that it receives from Persons outside the LDC’s service area so that the Application can be re-directed to the appropriate Local Distribution Company.
- (c) Once the LDC has determined that it is the appropriate recipient of the Application, it will further review the Application:
 - (i) to confirm that such Application is complete;
 - (ii) to confirm that all of the Eligibility Criteria have been met (including the Commissioning Agent Eligibility Criteria); and
 - (iii) to confirm that the Eligible Person has agreed to the terms and conditions of the Participant Agreement, in the form attached hereto as Exhibit “B2”, without modification or amendment.

- (d) The LDC will not, without first obtaining the written permission of the OPA, in accordance with the Master Agreement:
 - (i) waive or modify any of the Eligibility Criteria with respect to an Application; or
 - (ii) accept an Application where such Implementation Phase Commissioning Report could not reasonably be completed and submitted before December 31, 2014. If the LDC accepts such Application, the LDC will be responsible for all costs and expenses associated with such Commissioning Report and the OPA will not be obligated to reimburse the LDC for such costs or expenses.
- (e) The OPA shall provide the LDC as soon as practicable after the LDC Registers for this Initiative with a list of Eligible Persons in the LDC's service area who have previously participated in any of the programs listed in 3(c) or (d) of Exhibit "A1", unless doing so would cause the OPA to breach any confidentiality or privacy obligations. If that is the case, the LDC may ask the OPA to confirm that the Eligible Person has not participated in any of those programs, and the OPA shall provide a response within 10 Business Days.
- (f) The OPA shall provide the LDC as soon as practicable after the LDC Registers for this Initiative with a list of Eligible Persons in the LDC's service area who have previously participated in any of the programs listed in 3(c) or (d) of Exhibit "A1", unless doing so would cause the OPA to breach any confidentiality or privacy obligations. If that is the case, the LDC may ask the OPA to confirm that the Eligible Person has not participated in any of those programs, and the OPA shall provide a response within 10 Business Days.
- (g) If the LDC determines that the requirements in Section 3.1(c) were met, the LDC shall approve the Application, and advise the Participant that it may commence the Scoping Study Phase.
- (f) If the requirements of Section 3.1(c) were not met, the LDC will reject the Application, and may, at the LDC's option, afford the applicant an opportunity to revise and re-submit its Application.

3.2 Participant Agreement Management

The LDC will manage the Participant Agreement, including enforcing the Participant Agreement in accordance with Section 2.8(c) and 2.8(d) of the Master Agreement.

3.3 Commissioning Phases

The LDC shall require each Participant to progress sequentially through each of the Commissioning Phases in the order set out below, and shall not approve an Application for a Participant to skip or return to a Commissioning Phase.

(a) **Scoping Study Phase:**

- (i) The LDC shall review the Phase Completion Report and the Scoping Study Phase Commissioning Report, and approve it only where the Scoping Study Phase Commissioning Report contains all of the Scoping Study Phase Commissioning Report Minimum Requirements set out in Exhibit “C1”, and the report is signed by the Commissioning Agent. For certainty, approval of the Scoping Study Phase Commissioning Report does not constitute approval to proceed to the Investigation Phase.
- (ii) If the LDC approves the Scoping Study Phase Commissioning Report, and if the requirements of Section 3.4 (Conditions Precedent to Payment by the LDC of the Participant Incentive) have been met, the LDC shall pay the Participant the Scoping Study Phase Participant Incentive as calculated in accordance with Section 4.1.
- (iii) If the LDC does not approve the Scoping Study Phase Commissioning Report, the LDC shall advise the Participant. The LDC may, at the LDC’s option, afford the Participant an opportunity to revise and re-submit the Scoping Study Phase Commissioning Report.
- (iv) The LDC shall notify the Participant that it may or may not proceed to the Investigation Phase. The LDC shall notify the Participant that it may proceed to the Investigation Phase only where:
 - (A) The Scoping Study Phase Commissioning Report has been approved by the LDC under Section 3.3(a)(i); and
 - (B) The Scoping Study Phase Recommended Measures do not include replacement of the Chilled Water System within the next four years.

If the Participant may not proceed to the Investigation Phase, the LDC shall advise the Participant and terminate the Participant Agreement. If the Scoping Study Phase Recommended Measures include replacement of the Chilled Water System within the next four years, the LDC may recommend that the Eligible Person apply to the Equipment Replacement Incentive Initiative.

(b) **Investigation Phase:**

- (i) LDCs will only accept a Phase Completion Report and an Investigation Phase Commissioning Report from a Participant who received approval to proceed to the Investigation Phase under Section 3.3(a)(iv).
- (ii) The LDC shall review the Phase Completion Report and the Investigation Phase Commissioning Report, and approve it only where:

- (A) The Participant installed a data acquisition system (“**Investigation Phase Data Acquisition System**”) to log data from the Chilled Water System, that is either an extension of an existing building automation system or a stand-alone data-logger that trend logs and stores data from the Data Points;
- (B) the Investigation Phase Commissioning Report contains all of the Investigation Phase Commissioning Report Minimum Requirements set out in Exhibit “C2”, and the report is signed by the Commissioning Agent;
- (C) The LDC has conducted a site visit to the Facility and confirmed that:
 - (1) The Chilled Water System equipment corresponds to the equipment described on the Application;
 - (2) The operating hours of the Chilled Water System are reasonable;
 - (3) The estimated Eligible Costs of the Minor Measures and the Major Measures are reasonable;
 - (4) The calculation of Investigation Phase Energy Savings and Investigation Phase Demand Savings are reasonable;
- (D) A Project Evaluator has prepared an Advanced Evaluation and Incentive Report, and it supports the Investigation Phase Energy Savings and Investigation Phase Demand Savings calculations;
- (E) A Project Evaluator has approved the Project M&V Plan; and
- (F) The Investigation Phase was completed within twelve months after completion of the Scoping Study Phase.

For certainty, approval of the Investigation Phase Commissioning Report does not constitute approval to proceed to the Implementation Phase.

- (iii) If the LDC approves the Investigation Phase Commissioning Report, and if the requirements of Section 3.4 (Conditions Precedent to Payment by the LDC of the Participant Incentive) have been met, the LDC shall pay the Participant the Investigation Phase Participant Incentive as calculated in accordance with Section 4.2.
- (iv) If the Investigation Commissioning Report does not meet the requirements in 3.3(b)(ii)(A) through (E), the LDC shall reject the report and advise the Participant, and may, at the LDC’s option, afford the Participant an opportunity to revise and re-submit the Scoping Study Phase Commissioning Report.

- (v) If the Investigation Commissioning Report does not meet the requirements in 3.3(b) (F), the LDC shall terminate the Participant Agreement.
- (vi) The LDC shall notify the Participant that it may or may not proceed to the Implementation Phase. The LDC shall notify the Participant that it may proceed to the Implementation Phase only where:
 - (A) The Investigation Phase Commissioning Report has been approved by the LDC under Section 3.3(b)(ii); and
 - (B) The Minor Measures and Major Measures do not include replacement of the Chilled Water System within the next four years.

If the Participant may not proceed to the Implementation Phase, the LDC shall advise the Participant and terminate the Participant Agreement. If the Minor Measures or Major Measures include replacement of the Chilled Water System within the next four years, the LDC may recommend that the Eligible Person apply to the Equipment Replacement Incentive Initiative.

(c) **The Implementation Phase:**

- (i) LDCs shall only accept a Phase Completion Report and an Implementation Phase Commissioning Report from a Participant who received approval to proceed to the Implementation Phase under Section 3.3(b)(vi)
- (ii) The LDC shall review the Phase Completion Report and Implementation Phase Commissioning Report, and approve it only where:
 - (A) the Participant implemented all Minor Measures;
 - (B) the Implementation Phase Commissioning Report contains all of the Implementation Phase Commissioning Report Minimum Requirements set out in Exhibit “C3”, and the Implementation Phase Commissioning Report is signed by the Commissioning Agent;
 - (C) The calculation of Implementation Phase Energy Savings and Implementation Phase Demand Savings are reasonable; and
 - (D) A Project Evaluator has prepared an Final Evaluation and Incentive Report, and it supports the Implementation Phase Energy Savings and Implementation Phase Demand Savings calculations;

For certainty, approval of the Implementation Phase Commissioning Report does not constitute approval to proceed to the Hand-off/Completion Phase.

- (iii) If the LDC approves the Implementation Phase Commissioning Report, and if the requirements of Section 3.4 (Conditions Precedent to Payment by the LDC of the Participant Incentive) have been met, the LDC shall pay the

Participant the Implementation Phase Participant Incentive as calculated in accordance with Section 4.3(a). Where the Participant has implemented one or more Major Measures, the LDC shall also pay the Participant the amount calculated in accordance with Section 4.3(b).

- (iv) If the Implementation Phase Commissioning Report does not meet the requirements in 3.3(c)(ii), the LDC may, at the LDC's option, afford the Eligible Person an opportunity to revise and re-submit the Implementation Phase Commissioning Report.
- (v) The LDC shall notify the Participant that it may proceed to the Hand-off/Completion Phase only where the Implementation Phase Commissioning Report has been approved by the LDC under Section 3.3(c)(ii). If the Participant may not proceed to the Hand-off/Completion Phase, the LDC shall advise the Participant and terminate the Participant Agreement.

(d) **The Hand Off/Completion Phase:**

- (i) LDCs shall only accept a Phase Completion Report and Hand-off/Completion Phase Commissioning Report from a Participant who received approval to proceed to the Hand-off/Completion Phase under Section 3.3(c)(vi)
- (ii) The LDC shall review the Phase Completion Report and Hand-off/Completion Commissioning Report, and approve it only where the Hand-off/Completion Phase Commissioning Report contains all of the Hand-off/Completion Phase Commissioning Report Minimum Requirements set out in Exhibit "C4", and the report is signed by the Commissioning Agent.
- (iii) If the LDC approves the Hand-off/Completion Phase Commissioning Report, and if the requirements of Section 3.4 (Conditions Precedent to Payment by the LDC of the Participant Incentive) have been met, the LDC shall pay the Participant the Hand-off/Completion Phase Participant Incentive as calculated in accordance with Section 4.4.
- (iv) If the Hand-off/Completion Commissioning Report does not meet the requirements in 3.3(d)(ii), the LDC shall advise the Participant, and may, at the LDC's option, afford the Participant an opportunity to revise and re-submit the Hand-off/Completion Phase Commissioning Report.

3.4 Conditions Precedent to Payment by the LDC to the Participant

The LDC shall only pay a Participant Incentive pursuant to a Participant Agreement where:

- (a) all of the Eligibility Criteria have been satisfied (including the Commissioning Agent Eligibility Criteria);
- (b) the Participant is in material compliance with the Participant Agreement;

- (c) the Participant has submitted all supporting invoices required in Sections 4.1 through 4.4 (as applicable), and the LDC has confirmed that those invoices match the amounts of costs claimed;
- (d) the LDC has recalculated the Participant Incentive using the amounts listed on the invoices;
- (e) the Implementation Phase was or can reasonably be completed on or before December 31, 2014; and
- (f) the executed Commissioning Report was provided to the LDC by the Participant within 90 days after the date it was completed and signed, and in any event no later than February 28, 2015.

ARTICLE 4 CALCULATION OF PARTICIPANT INCENTIVES

4.1 Scoping Study Phase Participant Incentive

The total Scoping Phase Participant Incentive shall be the lesser of:

- (a) the amount actually owing and paid to the Commissioning Agent for preparing the Scoping Study Phase Commissioning Report excluding Applicable Taxes, which amount must be supported with an the invoice from the Commissioning Agent to the Participant clearly indicating the work performed; and
 - (b) \$2,500,
- in each case, less any Third Party Contributions.

4.2 Determination of Investigation Phase Participant Incentive

The Investigation Phase Participant Incentive will be calculated as

- (a) \$18 per ton of cooling of the Chilled Water System studied up to a maximum of 75% of the amount actually owing and paid to the Commissioning Agent for preparing the Investigation Phase Commissioning Report excluding Applicable Taxes, which amount must be supported with an the invoice from the Commissioning Agent to the Participant clearly indicating the work performed,
- plus
- (b) \$6 per ton of cooling of the Chilled Water System studied up to a maximum of 75% of the Eligible Costs of acquiring and installing the Investigation Phase Data Acquisition System, which amount must be supported with invoices and/or receipts,
- up to a maximum of \$30,000, excluding Applicable Taxes, less any Third Party Contributions.

4.3 Determination of Implementation Phase Participant Incentive

The total Implementation Phase Participant Incentive will be calculated as:

- (a) The lesser of:
 - (i) the amount actually owing and paid to the Commissioning Agent for preparing the Implementation Phase Commissioning Report excluding Applicable Taxes, which amount must be supported with an the invoice from the Commissioning Agent to the Participant clearly indicating that the work performed, and
 - (ii) \$5,000,in each case, less any Third Party Contributions,

and, only where the Participant implemented a Major Measure(s):

- (b) The lesser of
 - (i) the greater of Implementation Phase Energy Savings x \$0.10/kWh and Implementation Phase Demand Savings x \$800/kW, in either case less any Third Party Contributions,
 - (ii) 50% of the Eligible Costs of purchasing and installing the Major Measures, excluding Applicable Taxes, which amount must be supported with a third party invoice clearly indicating that the work performed or equipment purchased, less any Third Party Contributions, and
 - (iii) the amount calculated for X as follows (which, for certainty, is based on the calculation for Project Payback):

$$X = A - B - 2C, \text{ where}$$

A = actual Eligible Costs of all Major Measures implemented

B = Third Party Contributions

C = the actual reduction in annualised energy costs (electricity and other fuels), reductions in annualised operating and maintenance costs and other annualised avoided costs as a result of all Efficiency Measures implemented and where such actual costs are not available, estimated costs,

where X must be greater than zero.

4.4 Determination of the Hand-off/Completion Phase Participant Incentive

The total Hand-off/Completion Phase Participant Incentive shall be the lesser of:

- (a) the amount actually owing and paid to the Commissioning Agent for preparing the Hand-off/Completion Phase Commissioning Report excluding Applicable Taxes, which amount must be supported with an the invoice from the Commissioning Agent clearly indicating that the work performed, and
- (b) \$2,500

in each case, less any Third Party Contributions.

ARTICLE 5 PAYMENT TO LDC

5.1 Payment to LDC

- (a) The LDC may, in accordance with the invoicing provisions of Section 4.6 of the Master Agreement, invoice the OPA for the Participant Incentive amount calculated in accordance with Sections 4.1 to 4.4, when the Participant Incentives become payable to the Participant under Section 3.3. The LDC shall include with the invoice all calculations supporting the calculation of the Participant Incentive together with all supporting invoices. By submitting such invoice, the LDC is deemed to represent and warrant that Section 3.3(a)(i), 3.3(b)(ii), 3.3(c)(ii) or 3.3(d)(ii), as applicable, and Section 3.4 have been met with respect to that payment of that Participant Incentive.
- (b) The OPA shall pay the LDC as set out in Section 4.6 of the Master Agreement.
- (c) The amounts listed in the Participant Agreement do not include Applicable Taxes. For greater certainty and consistent with Section 4.8 of the Master Agreement, the LDC is responsible, in accordance with Laws and Regulations, for collecting and remitting Applicable Taxes in respect of payments made by the OPA to the LDC pursuant to this Section 5.1.
- (d) Where the requirements of Section 3.3(a)(i), 3.3(b)(ii), 3.3(c)(ii) or 3.3(d)(ii), as applicable, and Section 3.4 have not been met, and where the OPA has disbursed funds to the LDC for payment; the LDC will be responsible for repayment of such funds to the OPA.
- (e) If any of the Eligibility Criteria for any Participant have not been met, the LDC shall enforce the Participant Agreement in accordance with Section 2.8(c) and 2.8(d) of the Master Agreement. Where the OPA has disbursed funds to the LDC for payment, the LDC shall repay any amounts still held by the LDC or recouped by the LDC through the enforcement process.

ARTICLE 6 DATA REQUIREMENTS

6.1 Documentation and Data to be Provided to the OPA by the LDC

On at least a monthly basis, the LDC shall remit to the OPA for each Participant Incentive to be paid to the Participant, all of the following data:

- (a) all data from the corresponding Applications (unless already provided for a previous Commissioning Phase);
- (b) the corresponding Commissioning Reports;
- (c) all invoices supporting the calculation of the Participant Incentives;
- (d) the Advanced Evaluation and Incentive Report (if applicable); and
- (e) the Final Evaluation and Incentive Report (if applicable).

EXHIBIT A1 ELIGIBILITY CRITERIA

1. Eligible Person Eligibility Criteria

To be an Eligible Person under this Initiative a Person must:

- (a) be a Distribution Consumer that is not a Residential consumer or an Industrial consumer; and
- (b) (i) own the Chilled Water System; or (ii) lease the Chilled Water System (either separately or as part of the Facility) and demonstrate that it has the right to have energy efficiency measures implemented either as a condition of the lease or with the consent or authorization of the owner or operator of the Chilled Water System.

2. Chilled Water System Eligibility Criteria

To be an Eligible Chilled Water System, the Chilled Water System must:

- (a) be more than three years old;
- (b) cool an area greater than 50,000 Square Feet in size;
- (c) not be replaced within the next two years and not have been retrofitted or refurbished within the past three years;
- (d) cool Facility (ies) that are individually or bulk metered by the LDC, and that meter is the subject of a General Service > 50 kW Account or a Large User Account; and
- (e) not be an Ineligible Chilled Water System.

3. Ineligible Chilled Water System

The following Facilities shall be an “Ineligible Chilled Water System”:

- (a) A Chilled Water System for which a binding commitment was entered into to carry out any activity contemplated in a Commissioning Phase (including preparing Commissioning Reports or installing efficiency measures) before the Participant Agreement was signed;
- (b) A Chilled Water System that has previously participated in this Initiative or the Energy Audit Initiative, where the resulting energy audit made any recommendations as to the operation or maintenance of the Chilled Water System;
- (c) A Chilled Water System that has previously participated in the Chilled Water Plant Ongoing Commissioning Pilot offered by the OPA;

- (d) A Chilled Water System that has previously participated in any of the following OPA-funded programs in relation to the Chilled Water System: Equipment Replacement Incentive Initiative, the Electricity Retrofit Incentive Program, the Toronto Hydro Business Incentive Program, the Building Owners and Managers Association of Toronto CDM Program, the City of Toronto Better Buildings Partnership Existing Buildings Program, and the Greensaver/Multi-Family Energy Efficiency Rebate Program or the Enbridge High Performance New Construction Program.

4. **Commissioning Agent Eligibility Criteria**

To be a Commissioning Agent, the person or firm must meet the following requirements (collectively, referred to as the “**Commissioning Agent Eligibility Criteria**”):

- (a) have either: (i) a commissioning certificate from any of the Association of Energy Engineers, the American Society of Heating, Refrigerating and Air-Conditioning Engineers or the Building Commissioning Association; or (ii) experience as a project manager of a chilled water system commissioning project pursuant to the following standards: *Leadership in Energy and Environmental Design*, or *Canadian Standards Association Z318 (Commissioning of Health Care Facilities)*, or under the Chilled Water Plant Ongoing Commissioning Pilot offered by the OPA, as supported by two letters of reference from the owner or lessor of the chilled water plant; and
- (b) be a third party retained by the Participant.

EXHIBIT A2 ELIGIBLE COSTS

An “**Eligible Cost**” means a cost that is reasonable and actually incurred to an arm’s length third party, payable by the Participant, and one of the following costs:

- (a) cost of purchasing equipment (including shipping, delivery and duties);
- (b) costs of labour for installation;
- (c) costs of disposing, decommissioning or recycling and residual material;
- (d) costs of inspections required by Laws and Regulations;
- (e) required design, engineering and/or architecture; and
- (f) project management costs,

in each case for the purchase or installation of the Investigation Phase Data Acquisition System or Major Measures equipment, as applicable.

For certainty, costs which are not Eligible Costs are, without limitation:

- (a) internal costs of the Participant (employee costs, overhead);
- (b) financing costs;
- (c) insurance costs;
- (d) costs of spare parts, spare equipment or other inventories;
- (e) purchase or lease of hand or power tools;
- (f) HST;
- (g) costs (or part thereof) that were paid by any person other than the Participant; or
- (h) any costs that were incurred prior to the date of the Participant Agreement.

EXHIBIT B1 APPLICATION FORM

INSERT LDC NAME HERE

INSERT LDC NAME AND ADDRESS HERE

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

To the PARTICIPANT: 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
☐ Signed Participant Agreement

THE LDC MAY NOT APPROVE YOUR APPLICATION FOR ANY REASON. Prior to commencing your Commissioning Phases, it is your responsibility to ensure that the LDC has approved this Application and your Participant Agreement.

After completing each Commissioning Phase, you must complete, sign and submit a **PHASE COMPLETION FORM** together with all required attachments, and send it your LDC.

1. Participant Information (required): (Participant Incentive will be paid to the Participant ONLY)

LEGAL NAME OF PARTICIPANT

ADDRESS CITY ON PROVINCE POSTAL CODE

LDC ACCOUNT # :

HST REGISTRANT #:

CHECK ONE: OWNER: ☐ TENANT/LEASEHOLDER: ☐

2. Contact Information:

NAME AND TITLE OF CONTACT

ADDRESS CITY ON PROVINCE POSTAL CODE

DAY PHONE FAX EMAIL

3. The Commissioning Phases described herein are to be completed in the service area of:

Name of Local Distribution Company (LDC):

4. Facility (where Commissioning Phases are to be conducted):

FACILITY NAME (if applicable)

ADDRESS CITY ON PROVINCE POSTAL CODE

5. Facility Details:

- | | | | |
|---|---|---|--|
| <input type="checkbox"/> Agribusiness – Cattle Farm | <input type="checkbox"/> Education – College/Trade School | <input type="checkbox"/> Mixed-use – Residential/Retail | <input type="checkbox"/> Office |
| <input type="checkbox"/> Agribusiness – Dairy Farm | <input type="checkbox"/> Education – University | <input type="checkbox"/> Mixed-use - Other | <input type="checkbox"/> Retail |
| <input type="checkbox"/> Agribusiness – Greenhouse | <input type="checkbox"/> Healthcare – Hospital | <input type="checkbox"/> Multi-residential – Condominium | <input type="checkbox"/> Warehouse |
| <input type="checkbox"/> Agribusiness – Poultry | <input type="checkbox"/> Healthcare – Long-term facility | <input type="checkbox"/> Multi-residential – Rental Apt. | <input type="checkbox"/> Other, please specify:- |
| <input type="checkbox"/> Agribusiness - Swine | <input type="checkbox"/> Healthcare – Medical Building | <input type="checkbox"/> Multi-residential – Social Housing | |

- | | | |
|---|---|---|
| <input type="checkbox"/> Agribusiness - Other | <input type="checkbox"/> Hospitality – Motel | <input type="checkbox"/> Not-for-profit |
| <input type="checkbox"/> Education – Primary School | <input type="checkbox"/> Hospitality – Hotel | <input type="checkbox"/> Restaurant – Quick Serve |
| <input type="checkbox"/> Education – Secondary School | <input type="checkbox"/> Mixed-used – Office/Retail | <input type="checkbox"/> Restaurant – Dining |

6. Facility and Chilled Water System:

TOTAL FACILITY SQUARE FOOTAGE: _____ Square Feet* ESTIMATED NUMBER OF FLOORS: _____

CHILLED WATER SYSTEM: _____ EXISTING HEATING SYSTEM: _____

ESTIMATED ANNUAL CONSUMPTION (kWh) (optional): _____ ESTIMATED SUMMER PEAK DEMAND (kW) (optional): _____

YEAR FACILITY WAS BUILT: _____ SIZE OF CHILLED WATER SYSTEM (TONS): _____

* **Square Foot** means one square foot of interior heated floor area within the perimeter of the exterior walls of the Facility, including common, mechanical and structural support areas, and excludes unheated parking garage areas; and "Square Footage" shall be the sum of these Square Feet;

7. Estimated Scoping Study Phase Timelines:

ESTIMATED SCOPING STUDY PHASE START DATE: _____ (DD/MM/YYYY)

ESTIMATED SCOPING STUDY PHASE COMPLETION DATE: _____ (DD/MM/YYYY)

8. Estimated Scoping Study Phase Costs (costs for subsequent phases will be requested in the applicable Phase Completion Form):

ESTIMATED COST (excluding taxes): \$ _____

9. Have you received any Third Party contributions (i.e., financial incentives associated with the Scoping Study Phase generally funded by energy ratepayers or taxpayers of the Province of Ontario) for the proposed Scoping Study through [Name of LDC] or any other public program, other than incentives under [INSERT INITIATIVE MARKETING NAME]?

☐ YES ☐ NO

If yes, please specify the following:

NAME OF PROGRAM(S): _____ FUNDING PROVIDER(S): _____

TOTAL FUNDING AMOUNT (THIRD PARTY CONTRIBUTIONS): \$ _____

10. Commissioning Agent Contact Information:

COMPANY NAME

NAME AND TITLE OF CONTACT

_____ ADDRESS		_____ CITY	_____ ON PROVINCE	_____ POSTAL CODE
_____ DAY PHONE	_____ FAX	_____ EMAIL		

11. Commissioning Agent:

Please specify which qualifications the Commissioning Agent possesses:

- ☐ Reference letters
- ☐ Commissioning Certificate from one of the organizations below:
 - ☐ Association of Energy Engineers
 - ☐ American Society of Heating, Refrigeration and Air-Conditioning Engineers
 - ☐ Building Commissioning Association

12. Other comments (for example, special site requirements or conditions which the LDC should be aware of, etc):

13. Participant's Signature(s)

The Participant certifies all statements in the Participant Certification Statement, and agrees to be bound by the terms and conditions contained in the Participant Agreement.

PARTICIPANT NAME (NAME OF LEGAL ENTITY):

AUTHORIZED
SIGNATURE:

DATE:

NAME:

TITLE:

I/We have authority to bind the Participant.

AUTHORIZED
SIGNATURE:

DATE:

NAME:

TITLE:

I/We have authority to bind the Participant.

** please print and send an original copy with signatures to the LDC*

14. For LDC Use Only

Existing Building Commissioning Application Number: _____

APPLICATION APPROVAL

PARTICIPANT INCENTIVE PAYMENT APPROVAL

APPROVED ESTIMATED PARTICIPANT INCENTIVES:

ESTIMATED PARTICIPANT INCENTIVES PAYMENT AMOUNT:

DATE APPLICATION APPROVED (MM/DD/YYYY):

APPROVED BY:

(LDC NAME)

AUTHORIZED SIGNATURE

DATE

NAME

TITLE

AUTHORIZED SIGNATURE

DATE

NAME

TITLE

EXHIBIT B2 PARTICIPANT AGREEMENT

Participant's Certification Statement:

I am an authorized signatory, and certify on behalf of the Participant:

1. all information in the Application, including all attached documentation, is true, accurate and complete;
2. the Participant, the Chilled Water System and the Commissioning Agent meet all of the eligibility criteria set out in Schedule 1A. The Participant agrees that the OPA may provide the LDC with information on its participation in previous programs for the purpose of confirming the Participant's eligibility.
3. the Facility(ies) (as set out in the Application) is/are customer(s) of the LDC;
4. the Participant understands and agrees that if the Implementation Phase cannot reasonably be completed, as determined by the LDC, or has not been completed by December 31, 2014, the LDC may terminate this Participant Agreement at any time without payment of any Participant Incentive.
5. the Participant would not otherwise have undertaken the Commissioning Phase(s) without the financial support and participation of the LDC;
6. the Participant understands and agrees to the terms and conditions as set forth in this Application and the Participant Agreement;
7. the Participant understands and agrees that if this Application is accepted by the LDC, it will be bound by the terms and conditions set out below; and
8. the Participant understands and agrees that by submitting this 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 LDC or the OPA or their respective service providers (collectively, the "**Program Operators**") , including personal information and records showing historical energy use and consumption (the "**Participant Information**") by the Program Operators for purposes relating to the operation, administration or assessment of the Initiative or this Application or the Agreement, and in connection with any reporting activities relating to the Initiative, 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 Initiative 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; and (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 Initiative, 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.

PARTICIPANT AGREEMENT

The Participant has applied for a Participant Incentive pursuant to the Application (the "Application") submitted to the LDC under [INSERT INITIATIVE MARKETING NAME] (the "**Initiative**").

1. **COMMISSIONING PHASES:** The Participant shall sequentially complete each of the below listed phases (each a "Commissioning Phase" and together the "Commissioning Phases"). To complete each Commissioning Phase the Participant shall do the following:

- (a) THE SCOPING STUDY PHASE: the Participant shall, through a person or firm who meets the Commissioning Agent Eligibility Criteria set out in Schedule 1A (a "Commissioning Agent"), undertake an analysis of the Chilled Water System (as set out in the Application) to produce the Scoping Study Commissioning Report containing the requirements set out in Schedule 3A (the "Scoping Study Phase");
- (b) THE INVESTIGATION PHASE:
 - (i) the Participant shall install a data acquisition system ("Data Acquisition System") to log data from the Chilled Water System;
 - (ii) the Participant shall, through the Commissioning Agent, undertake an analysis to produce the Investigation Phase Commissioning Report containing the requirements set out in Schedule 3B (the "Investigation Phase"), which shall include recommendations for measures ("Efficiency Measures") applicable to the Chilled Water System to reduce electricity consumption (kWh) and peak demand (kW);
 - (iii) the Participant shall complete (i) and (ii) within twelve months after the Scoping Study Phase;
- (c) THE IMPLEMENTATION PHASE:
 - (i) the Participant shall implement any Efficiency Measures that would have a Project Payback (as calculated in Schedule 2C) of two years or less;
 - (ii) the Participant shall, through the Commissioning Agent, undertake an analysis to produce the Implementation Phase Commissioning Report containing the requirements set out in Schedule 3C (the "Implementation Phase");
- (d) THE HAND-OFF/COMPLETION PHASE
 - (i) the Participant shall, through the Commissioning Agent, undertake an analysis to produce the Hand-off/Completion Phase Commissioning Report containing the requirements set out in Schedule 3D (the "Hand-off/Completion Phase").

The Scoping Study Phase Commissioning Report, the Investigation Phase Commissioning Report, the Implementation Phase Commissioning Report and the Hand-off/Completion Phase Commissioning Report are collectively referred to as the "Commissioning Phase Reports".

2. WITHIN 90 DAYS AFTER COMPLETION OF EACH COMMISSIONING PHASE AND IN ANY EVENT NO LATER THAN FEBRUARY 28, 2015, the Participant shall submit a Phase Completion Report to the LDC together with:
 - (a) the Commissioning Phase Report signed by the Commissioning Agent,
 - (b) the invoice from the Commissioning Agent clearly stating the amount of fees payable or paid by the Participant for preparing the Commissioning Phase Report,
 - (c) for the Investigation Phase only, invoices supporting the cost of the Data Acquisition System,
 - (d) for the Investigation Phase only, the Project M&V Plan (as defined in Schedule 3B);

- (e) for the Implementation Phase only, invoices supporting the Eligible Costs (as defined in Schedule 2B) of implementing the Efficiency Measures with a Project Payback of more than two years; and
 - (f) any other evidence as the LDC may reasonably require.
3. APPROVAL OF COMMISSIONING PHASE REPORT. The LDC may reject the Commissioning Phase Report and/or information/evidence provided under Section 2 above where
- (a) the Commissioning Phase Report does not contain, at minimum, the information specified in Schedule 3A, 3B, 3C, or 3D, as applicable, or is not signed by the Commissioning Agent;
 - (b) any information in the Application is materially untrue, incomplete or inaccurate;
 - (c) the operating hours of the Chilled Water System are unreasonable, as determined by the LDC;
 - (d) any estimated or actual costs of the Efficiency Measures with a Project Payback of more than two years are unreasonable, as determined by the LDC;
 - (e) the Investigation Phase Energy Savings or Investigation Phase Demand Savings are unreasonable, as determined by the LDC;
 - (f) for the Investigation Phase Commissioning Report, the Project M&V Plan (as defined in Schedule 3B) is unreasonable, as determined by the LDC;
 - (g) for the Implementation Phase Commissioning Report, the Participant did not implement any Efficiency Measures required to be implemented under Section 1(c)(i);
 - (h) the Implementation Phase Energy Savings or Implementation Phase Demand Savings are unreasonable, as determined by the LDC; or
 - (i) any supporting information provided by the Participant is unreasonable, as determined by the LDC.
4. CONDITIONS PRECEDENT TO PAYMENT OF PARTICIPANT INCENTIVE: Within 60 days after receipt of the Commissioning Phase Report and other evidence/information required under Section 2 above, and subject to approval of the same, the conditions precedents below, and the other terms and conditions of this Agreement, the LDC shall pay the Participant Incentive corresponding to that Commissioning Phase and calculated pursuant to Schedule 2 as a lump sum payment. 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 Chilled Water System and the Commissioning Agent meet all applicable Eligibility Criteria specified in Schedule 1;
 - (b) the Participant is not in material breach of any term or condition of this Participant Agreement, including, for certainty those listed under Section 1; and
 - (c) the Participant has completed or is reasonably scheduled to complete the Implementation Phase on or before December 31, 2014;
5. PROCEEDING TO NEXT PHASE: The Participant shall not proceed to the next Commissioning Phase unless it has received notice from the LDC that it may proceed.

6. **OPTION TO TERMINATE AFTER EACH COMMISSIONING PHASE:** The LDC may terminate this Participant Agreement:
- (a) after the Scoping Study Phase, if the Scoping Study Phase Commissioning Report recommends replacement of the Chilled Water System within next four years;
 - (b) after the Investigation Phase, if the Investigation Phase Commissioning Report recommends replacement of the Chilled Water System within next four years;
 - (c) after the Implementation Phase, if the Efficiency Measures required to be implemented under Section 1(c)(i) have not been implemented; and
 - (d) at any time, if the Implementation Phase cannot reasonably be completed before December 31, 2014, as determined by the LDC.

Notwithstanding the termination, the LDC shall pay the Participant Incentive to the Participant for the completed Commissioning Phase, provided that all other requirements for payment under this Agreement have been met.

7. **EVENTS OF DEFAULT.** An event of default shall occur:

- (a) if the Participant does not materially perform or comply with any term or condition of this Agreement, and such non-compliance is not corrected within 30 days after notice from the LDC; or
- (b) if any representation, warranty or certification made by the Participant in the Application or in connection with this Agreement is materially untrue, incomplete or inaccurate and is not corrected within 30 days after notice from the LDC;

(each an "Event of Default"). If an Event of Default occurs, the LDC may refuse to approve the Commissioning Phase Report, or withhold payment of the Participant Incentive until the Event of Default is remedied, or may terminate this Agreement immediately upon written notice to the Participant without payment of any amount, liability or any other obligation.

8. **PUBLICITY:** With the Participant's prior consent, the LDC and the Ontario Power Authority (the "OPA") may publicize the Participant's participation in the Initiative.
9. **REPRESENTATIONS AND WARRANTIES:** The Participant represents, warrants and agrees that (a) it owns the Chilled Water System or has the authority to carry out the Commissioning Phases, including implementing any Efficiency Measures; and (b) 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 performing the activities.
10. **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 Initiative, including for the purpose of proper administration, monitoring and verification of this Agreement or evaluation of the Initiative, and will provide to the Program Operators reasonable access to the Participant's records and Facilities for such purposes.
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 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 OPA, or may further transfer and assign to the OPA, such Environmental Attributes and that the OPA may direct the Participant in the same manner as the LDC and that the OPA 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 OPA.

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 Initiative is based upon its own assessment of the Initiative 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.
13. **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 by the Participant 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 law, 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 provided in this Agreement, this Agreement will terminate on the earlier of: (i) upon payment of all applicable Participant Incentives, (ii) upon notice from the LDC following an Event of Default or pursuant to Section 6, or as otherwise determined by the LDC in its reasonable discretion, or (iii) December 31, 2014. Sections 8 of the Participant Certification Statement, and Sections 8, 10, 11, 12, 17 and 18 of this Participant Agreement will survive the termination of this Agreement.
17. **THIRD PARTY BENEFICIARIES:** Except as provided in Section 8 of the Participant Certification Statement, and Sections 8, 10, 11 and 12, 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. **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.
20. **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.

SCHEDULE 1A
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; and
- (c) The Participant must own the Chilled Water System or lease the Chilled Water System and have the right to conduct the Commissioning Phases, including implementing energy efficiency measure, either as a condition of the lease or with the consent or authorization of the owner or operator of the Chilled Water System.

2. Chilled Water System Eligibility Criteria

- (a) The Chilled Water System must be more than three years old;
- (b) The Chilled Water System must not be expected to be replaced within the next two years, and must not have been retrofitted or refurbished in the past three years;
- (c) The Chilled Water System must cool a Facility (ies) with an area greater than 50,000 Square Foot (Refer to Application for calculation of Square Footage);
- (d) The Chilled Water System must cool Facility (ies) that are 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;
- (e) If the Facility in (d) above is the subject of a General Service > 50 kW Account or a Large User Account, it must not be the location of an activity that falls under the North American Industry Classification System categories 31, 32 and 33 (Manufacturing), or subcategories 113 (Forest and Logging), 1153 (Support Activities for Forestry) and 212 (Mining, except Oil and Gases); and
- (f) The Chilled Water System must not be an Ineligible Chilled Water System.

None of the following Facilities are eligible to participate in this Initiative:

- (g) A Chilled Water System for which a binding commitment was entered into to carry out any activity contemplated in a Commissioning Phase (including preparing Commissioning Reports or installing Efficiency Measures) before the Participant Agreement was signed;
- (h) A Chilled Water System that has previously participated in this Initiative or the Energy Audit Initiative offered by the OPA, where the energy audit report made any recommendations with respect to the operation or maintenance of the Chilled Water System;
- (i) A Chilled Water System has previously participated in the Chilled Water Plant Ongoing Commissioning Pilot offered by the OPA;
- (j) A Chilled Water System that has previously participated in any of the following OPA-funded programs in relation to the upgrade of the Chilled Water System: Equipment Replacement Incentive Initiative, the Electricity Retrofit Incentive Program, the Toronto Hydro Business Incentive Program, the Building Owners and Managers Association of Toronto CDM

Program, the City of Toronto Better Buildings Partnership Existing Buildings Program, and the Greensaver/Multi-Family Energy Efficiency Rebate Program or the Enbridge High Performance New Construction Program.

3. **Commissioning Agent Eligibility Criteria**

To be a Commissioning Agent,

- (a) The person or firm must have either: (i) a commissioning certificate from any of the Association of Energy Engineers, the American Society of Heating, Refrigerating and Air-Conditioning Engineers or the Building Commissioning Association; or (ii) experience as a project manager of a chilled water system commissioning project pursuant to the following standards: Leadership in Energy and Environmental Design, or Canadian Standards Association Z318 (Commissioning of Health Care Facilities), or under the Chilled Water Plant Ongoing Commissioning Pilot offered by the OPA, as supported by two letters of reference from the owner or lessor of the chilled water plant; and
- (b) the person or firm must be a third party retained by the Participant.

SCHEDULE 2A
CALCULATION OF PARTICIPANT INCENTIVES

1. The total Scoping Phase Participant Incentive shall be the lesser of:

- (a) the amount actually owing and paid to the Commissioning Agent for preparing the Scoping Study Phase Commissioning Report excluding applicable taxes, which amount must be supported with an the invoice from the Commissioning Agent to the Participant clearly indicating the work performed; and
- (b) \$2,500

in each case, less any financial incentives provided by energy ratepayers or tax payers in the Province of Ontario for conducting the Scoping Study Phase other than any incentives received pursuant to this Participant Agreement.

2. The Investigation Phase Participant Incentive will be calculated as

- (a) \$18 per ton of cooling of the Chilled Water System studied up to a maximum of 75% of the amount actually owing and paid to the Commissioning Agent for preparing the Investigation Phase Commissioning Report excluding applicable taxes, which amount must be supported with an the invoice from the Commissioning Agent to the Participant clearly indicating the work performed,

plus

- (b) \$6 per ton of cooling of the Chilled Water System studied up to a maximum of 75% of the Eligible Costs (as defined in Schedule 2B) of acquiring and installing the Data Acquisition System, which amount must be supported with invoices and/or receipts,

up to a maximum of \$30,000, and less any financial incentives provided by energy ratepayers or tax payers in the Province of Ontario for conducting this Investigation Phase other than any incentives received pursuant to this Participant Agreement.

3. The total Implementation Phase Participant Incentive will be calculated as:

- (a) The lesser of:
 - (i) the amount actually owing and paid to the Commissioning Agent for preparing the Implementation Phase Commissioning Report excluding applicable taxes, which amount must be supported with an the invoice from the Commissioning Agent to the Participant clearly indicating the work performed, and
 - (ii) \$5,000,

in each case, less any financial incentives provided by energy ratepayers or tax payers in the Province of Ontario for conducting the Implementation Phase other than any incentives received pursuant to this Participant Agreement,

plus, only where the Participant implemented Efficiency Measures with a Project Payback of more than two years:

(b) The lesser of

- (i) the greater of Implementation Phase Energy Savings x \$0.10/kWh, and Implementation Phase Demand Savings x \$800/kW, in either case less any financial incentives provided by energy ratepayers or tax payers in the Province of Ontario for conducting the Implementation Phase other than any incentives received pursuant to this Participant Agreement,
- (ii) 50% of the Eligible Costs of purchasing and installing the Major Measures, excluding Applicable Taxes, which amount must be supported with a third party invoice clearly indicating that the work performed or equipment purchased less any financial incentives provided by energy ratepayers or tax payers in the Province of Ontario for conducting the Implementation Phase other than any incentives received pursuant to this Participant Agreement, and
- (iii) the amount calculated for X as follows:

$X = A - B - 2C$, where

A = actual Eligible Costs of all Efficiency Measures implemented with a Project Payback of more than two years

B = any financial incentives provided by energy ratepayers or tax payers in the Province of Ontario for conducting the Implementation Phase other than any incentives received pursuant to this Participant Agreement,

C = the actual reduction in annualised energy costs (electricity and other fuels), reductions in annualised operating and maintenance costs and other annualised avoided costs as a result of all Efficiency Measures implemented and where such actual costs are not available, estimated costs,

where X must be greater than zero.

4. The total Hand-off/Completion Phase Participant Incentive shall be the lesser of:

- (a) the amount actually owing and paid to the Commissioning Agent for preparing the Hand-off/Completion Phase Commissioning Report excluding applicable taxes, which amount must be supported with an the invoice from the Commissioning Agent clearly indicating the work performed; and
- (b) \$2,500,

in each case, less any financial incentives provided by energy ratepayers or tax payers in the Province of Ontario for conducting this Hand-off/Completion Phase other than any incentives received pursuant to this Participant Agreement.

SCHEDULE 2B
ELIGIBLE COSTS

To be an "Eligible Cost", a cost must be reasonable and actually incurred to an arm's length third party, payable by the Participant, and one of the following costs:

- (a) cost of purchasing equipment (including shipping, delivery and duties);
- (b) costs of labour for the installation;
- (c) costs of disposing, decommissioning or recycling and residual material;
- (d) costs of inspections required by Laws and Regulations;
- (e) required design, engineering and/or architecture;
- (f) project management costs;

in each case, for the purchase and installation of the Data Acquisition System equipment or the equipment for the Efficiency Measures, as applicable.

For certainty, costs which are not Eligible Costs are, without limitation:

- (g) internal costs of the Participant (employee costs, overhead);
- (h) financing costs;
- (i) insurance costs;
- (j) costs of spare parts, spare equipment or other inventories;
- (k) purchase or lease of hand or power tools;
- (l) HST;
- (m) costs (or part thereof) that were paid by any person other than the Participant; or
- (n) any costs that were incurred prior to the date of the Participant Agreement.

SCHEDULE 2C
PROJECT PAYBACK

"Project Payback" means the time period (in years) calculated as follows:

$$(A - B) / C$$

A = the estimated Eligible Costs of implementing the energy efficiency measure

B = the estimated financial incentives provided by energy ratepayers or tax payers in the Province of Ontario for conducting the Implementation Phase other than any incentives received pursuant to this Participant Agreement.

C = The estimated reduction in annualised energy costs (electricity and other fuels), annualised reductions in operating and maintenance costs and other annualised avoided costs as a result of implementing the energy efficiency measure.

SCHEDULE 3A
SCOPING STUDY PHASE COMMISSIONING REPORTS MINIMUM REQUIREMENTS

The Scoping Study Phase Commissioning Report must contain the following elements:

- (a) a description of the Chilled Water System, including the estimated cooling loads and electricity consumption related to cooling based on a minimum of the previous two years of electricity usage;
- (b) a description of the existing Chilled Water System, including schematics, each major component and associated manufacturer's specifications, installation date and estimated remaining life;
- (c) Chilled Water System operating strategy and sequence of operation;
- (d) A list of proposed measures that are projected to save electricity in the operation of the Chilled Water System;
- (e) summary of the proposed project and goals to implement those measures set out in (d), and identification of a project team and roles for implementing those measures;
- (f) an estimate of electricity consumption savings (measured in kWh) over the first year, if the measures recommended in (d) above are implement, as compared to the electricity consumption if they are not implemented;
- (g) an estimate of electricity consumption savings (measured in kWh) at peak demand in the first year, if the measures recommended in (d) above are implement, as compared to the peak consumption if they are not implemented;
- (h) a plan for measuring electricity savings and peak demand savings from implementing any energy efficiency measures in the Investigation Phase;
- (i) identification of existing metering points ("**Data Point**") and additional metering that will be required for the Investigation Phase , as provided in Exhibit "3E"; and
- (j) identification of the team and roles to carry out the subsequent Commissioning Phases.

SCHEDULE 3B
INVESTIGATION PHASE COMMISSIONING REPORT MINIMUM REQUIREMENTS

The Investigation Phase Commissioning Report must contain the following elements:

- (a) A description of the Data Acquisition System;
- (b) Data from the Data Points (as defined in Schedule 3A) over a period of 60 consecutive days while the Chilled Water System is operating which must include two of June, July, August or September ("**Monitoring Period**");
- (c) A statement of yearly baseline electricity consumption ("**Baseline Electricity Consumption**") extrapolated from data collected in (b) above and adjusted for use, load, occupancy and weather;
- (d) A statement of baseline peak demand ("**Baseline Peak Demand**") extrapolated from the data collected in (b) above and adjusted for use, load, occupancy and weather.
- (e) The following table summarising the Data Points for each hour in the Monitoring Period:

Hour	Outdoor Dry Bulb Temp.	Outdoor Dry RH %	Indoor Dry Bulb Temp.	Indoor Dry RH %	Cooling Load, tons	Chiller kW/ton	Ancillary kW/ton	Total kW/ton

- (f) The following plots for each hour in the Monitoring Period:
 - (i) Chilled Water System kW/ton versus load in tons;
 - (ii) Total (Chilled Water System + ancillary equipment) kW/ton versus load in tons;
 - (iii) Cooling load in tons versus outdoor dry bulb temperature; and
 - (iv) Cooling load in tons versus outdoor wet bulb temperature;
- (g) A log of any changes to the Chilled Water System in the Monitoring Period;
- (h) A report summarizing functional testing of all modes of operation of the Chilled Water System, including observed deficiencies and suggested remedies;
- (i) recommendations for at least two Efficiency Measures with a Project Payback of two years or less;
- (j) recommendations for at least one measure to substantially reduce electricity consumption through efficiency with a Project Payback of more than two years;
- (k) For each recommended Efficiency Measure above:

- (i) Estimated electricity savings ("**Investigation Phase Energy Savings**") which shall be calculated as Baseline Electricity Consumption less projected yearly electricity consumption after the implementation of the recommended measures modelled based on manufacturer's data and/or industry references;
 - (ii) Estimated demand savings ("**Investigation Phase Demand Savings**") which shall be calculated as Baseline Peak Demand less projected peak demand after the implementation of the recommended Measures modelled based on manufacturer's data and/or industry references;
 - (iii) Estimated Eligible Costs for each recommended measure; and
- (l) A plan to conduct measurements and verification of the recommended measures in accordance with the *International Performance Measurement & Verification Protocol (IPMVP) vol. 1 – Concepts and Options for Determining Energy and Water Savings*, available at www.evo-world.org, and as may be updated from time to time (the "**Project M&V Plan**")

SCHEDULE 3C
IMPLEMENTATION PHASE COMMISSIONING REPORT MINIMUM REQUIREMENTS

The Implementation Phase Commissioning Report shall contain at a minimum:

- (a) A description of the energy efficiency measures that were implemented (the "**Efficiency Measures**"), and reasons for any that were not implemented;
- (b) The Eligible Costs of implementing the Efficiency Measures;
- (c) A description of any training and documentation provided to Chilled Water System operators;
- (d) Actual electricity savings ("**Implementation Phase Energy Savings**") which shall be calculated as Baseline Electricity Consumption less actual electricity consumption extrapolated from data collected at the Data Points over the Monitoring Period over the first year after the implementation of the Efficiency Measures, as adjusted for use, load, occupancy and weather;
- (e) Actual demand savings from ("**Implementation Phase Demand Savings**") which shall be calculated as Baseline Peak Demand less actual peak demand over the first year extrapolated from data collected at the Data Points over the Monitoring Period after the implementation of the Efficiency Measures, as adjusted for use, load, occupancy and weather;
- (f) The Project Payback (as calculated in Exhibit 2C) for implementing the Efficiency Measures.

SCHEDULE 3D
HAND-OFF/COMPLETION PHASE COMMISSIONING REPORT MINIMUM REQUIREMENTS

The Hand-off/Completion Phase Commissioning Report shall contain:

- (a) Data from the Data Points (as defined in Schedule 3A) over the next following Monitoring Period after the implementation of the Efficiency Measures, extrapolated to reflect yearly consumption and adjusted for use, load, occupancy and weather;
- (b) Actual electricity savings ("**Hand-off/Completion Phase Energy Savings**") which shall be calculated as Baseline Electricity Consumption less actual yearly electricity consumption extrapolated from data collected at the Data Points over the next following Monitoring Period after the implementation of the Efficiency Measures, as adjusted for use, load, occupancy and weather;
- (c) Actual demand savings from ("**Hand-off/Completion Phase Demand Savings**") which shall be calculated as Baseline Peak Demand less actual peak demand extrapolated from data collected at the Data Points over the next following Monitoring Period after the implementation of the Efficiency Measures, as adjusted for use, load, occupancy and weather;
- (d) a description of the training and documentation that was provided to building operators and contractors by the Participant or its Commissioning Agent.

SCHEDULE 3E
METERING DATA POINT REQUIREMENTS

Metering Point	Point Details	Measurement Options and Strategies
Chilled Water Supply Temperature	Supply temperature per chiller, per secondary chilled water loop and for whole Chilled Water System	<ul style="list-style-type: none"> Wells and immersion temperature sensors Strap-on thermocouples
Chilled Water Return Temperature	Return temperature per chiller, per secondary chilled water loop and for whole Chilled Water System	<ul style="list-style-type: none"> Temperature sensor installed in well Strap-on thermocouples
Chilled Water Flow Rate	Chilled water flow rate for the primary chilled water loop	<ul style="list-style-type: none"> Flow meter Differential pressure sensor and engineering calculation to obtain flow rate
Chilled Water Supply Pump(s) Energy	The energy consumed by all chilled water supply pumps (primary and secondary)	<ul style="list-style-type: none"> Continuous current measurement Electrical sub-meter measurement Calculated energy consumption (Pump On/Off Status x Measured Power Draw). This strategy involves a one-time measurement of power draw and a continuous monitoring of pump status. This applies to constant speed pumps only.
Condenser Water Supply Temperature	Supply temperature per cooling tower and for total condenser system	<ul style="list-style-type: none"> Temperature sensor installed in well Strap-on thermocouples
Condenser Water Return Temperature	Return temperature per cooling tower and for total condenser system	<ul style="list-style-type: none"> Temperature sensor installed in well Strap-on thermocouples
Condenser Water Flow Rate	Flow rate for the overall condenser water loop	<ul style="list-style-type: none"> Flow meter Differential pressure sensor and engineering calculation to obtain flow rate
Condenser Water Supply Pump(s) Energy	The energy consumed by all condenser water pumps	<ul style="list-style-type: none"> Continuous current measurement Electrical sub-meter measurement Calculated energy consumption (Pump On/Off Status x Measured Power Draw). This strategy involves a one-time measurement of power draw and a continuous monitoring of pump status. This applies to constant speed pumps only.
Chiller(s) Energy	The energy consumed by all chillers (chillers individually metered)	<ul style="list-style-type: none"> Continuous current measurement Electrical sub-meter measurement
Condenser Fan(s) Energy	The energy consumed by all condenser fans	<ul style="list-style-type: none"> Continuous current measurement Electrical sub-meter measurement Calculated energy consumption (Fan On/Off Status x Measured Power Draw). This strategy involves a one-time measurement of power draw and a continuous monitoring of fan status. This applies to constant speed pumps only.
Outdoor Air	Outdoor air temperature and	<ul style="list-style-type: none"> Shielded outdoor air temperature and

Conditions	humidity	humidity sensor
Average Indoor Return Air Conditions	Return air temperature and humidity from a representative air handling unit	o Duct or plenum mounted temperature sensor
Highest Zone Temperature	Highest zone temperature in a conditioned space. This point is only required if the facility has a BAS that monitors multiple zone temperatures.	o Wall-mounted temperature sensor
Lowest Zone Temperature	Lowest zone temperature. This point is only required if the facility has a BAS that monitors multiple zone temperatures.	o Wall-mounted temperature sensor
Average Zone Temperature	Average zone temperature. This point is only required if the facility has a BAS that monitors multiple zone temperatures.	o Wall-mounted temperature sensor

EXHIBIT C1
SCOPING STUDY PHASE COMMISSIONING REPORTS MINIMUM
REQUIREMENTS

The Scoping Study Phase Commissioning Report must contain the following elements:

- (a) a description of the Chilled Water System, including the estimated cooling loads and electricity consumption related to cooling based on a minimum of the previous two years of electricity usage;
- (b) a description of the existing Chilled Water System, including schematics, each major component and associated manufacturer's specifications, installation date and estimated remaining life;
- (c) Chilled Water System operating strategy and sequence of operation;
- (d) A list of proposed measures ("**Scoping Study Phase Recommended Measures**") that are projected to save electricity in the operation of the Chilled Water System;
- (e) summary of the proposed project and goals to implement the Scoping Study Phase Recommended Measures, and identification of a project team and roles for implementing those measures;
- (f) an estimate of electricity consumption savings (measured in kWh) over the first year, if the Scoping Study Phase Recommended Measures are implemented, as compared to the electricity consumption if they are not implemented;
- (g) an estimate of electricity demand savings (measured in kW) at peak demand in the first year, if the Scoping Study Phase Recommended Measures above are implemented, as compared to peak demand if they are not implemented;
- (h) a plan for measuring electricity consumption savings and peak demand savings from implementing any energy efficiency measures in the Investigation Phase;
- (i) identification of the Data Points and additional metering that will be required for the Investigation Phase , as provided in Exhibit "C5"; and
- (j) identification of the project team and roles to carry out the subsequent Commissioning Phases.

EXHIBIT C2

INVESTIGATION PHASE COMMISSIONING REPORT MINIMUM REQUIREMENTS

The Investigation Phase Commissioning Report must contain the following elements:

- (a) A description of the Investigation Phase Data Acquisition System;
- (b) Data from the Data Points over the Monitoring Period;
- (c) A statement of yearly baseline electricity consumption (“**Baseline Electricity Consumption**”) extrapolated from data collected in (b) above and adjusted for use, load, occupancy and weather;
- (d) A statement of baseline peak demand (“**Baseline Peak Demand**”) extrapolated from the data collected in (b) above and adjusted for use, load, occupancy and weather.
- (e) The following table summarising the Data Points for each hour in the Monitoring Period:

Hour	Outdoor Dry Bulb Temp.	Outdoor Dry RH %	Indoor Dry Bulb Temp.	Indoor Dry RH %	Cooling Load, tons	Chiller kW/ton	Ancillary kW/ton	Total kW/ton

- (f) The following plots for each hour in the Monitoring Period:
 - (i) Chilled Water System kW/ton versus load in tons;
 - (ii) Total (Chilled Water System + ancillary equipment) kW/ton versus load in tons;
 - (iii) Cooling load in tons versus outdoor dry bulb temperature; and
 - (iv) Cooling load in tons versus outdoor wet bulb temperature;
- (g) A log of any changes to the Chilled Water System in the Monitoring Period;
- (h) A report summarizing functional testing of all modes of operation of the Chilled Water System, including observed deficiencies and suggested remedies;
- (i) recommendations for at two Minor Measures;

- (j) recommendations for at least two Major Measures;
- (k) for each Major Measure and Minor Measure in (i) above:
 - (i) Estimated electricity savings (“**Investigation Phase Energy Savings**”) which shall be calculated as Baseline Electricity Consumption less projected yearly electricity consumption after the implementation of the Minor Measures and Major Measures modelled based on manufacturer’s data and/or industry references;
 - (ii) Estimated demand savings (“**Investigation Phase Demand Savings**”) which shall be calculated as Baseline Peak Demand less projected peak demand after the implementation of the Minor Measures and Major Measures modelled based on manufacturer’s data and/or industry references;
 - (iii) Estimated Eligible Costs for Major Measure and Minor Measures; and
- (l) A Project M&V Plan.

EXHIBIT C3
IMPLEMENTATION PHASE COMMISSIONING REPORT MINIMUM REQUIREMENTS

The Implementation Phase Commissioning Report shall contain at a minimum:

- (a) A description of the Minor Measures and Major Measures that were implemented, and reasons for any that were not implemented;
- (b) The Eligible Costs of implementing the Minor Measures and Major Measures;
- (c) A description of any training and documentation provided to Chilled Water System operators;
- (d) Actual electricity savings (“**Implementation Phase Energy Savings**”) which shall be calculated as Baseline Electricity Consumption less actual electricity consumption extrapolated from data collected at the Data Points over the Monitoring Period over the first year after the implementation of the Minor Measures and Major Measures, as adjusted for use, load, occupancy and weather;
- (e) Actual demand savings from (“**Implementation Phase Demand Savings**”) which shall be calculated as Baseline Peak Demand less actual peak demand extrapolated from data collected at the Data Points over the Monitoring Period over the first year after the implementation of the Minor Measures and Major Measures, as adjusted for use, load, occupancy and weather;
- (f) The Project Payback for implementing the Minor Measures and Major Measures.

EXHIBIT C4
HAND-OFF/COMPLETION PHASE COMMISSIONING REPORT MINIMUM
REQUIREMENTS

The Hand-off/Completion Phase Commissioning Report shall contain:

- (a) Data from the Data Points over the next following Monitoring Period after the implementation of the Minor Measures and Major Measures, extrapolated to reflect yearly consumption and adjusted for use, load, occupancy and weather;
- (b) Actual electricity savings (“**Hand-off/Completion Phase Energy Savings**”) which shall be calculated as Baseline Electricity Consumption less actual yearly electricity consumption extrapolated from data collected at the Data Points over the next following Monitoring Period after the implementation of the Minor Measures and Major Measures, as adjusted for use, load, occupancy and weather;
- (c) Actual demand savings from (“**Hand-off/Completion Phase Demand Savings**”) which shall be calculated as Baseline Peak Demand less actual peak demand extrapolated from data collected at the Data Points over the next following Monitoring Period after the implementation of the Minor Measures and Major Measures, as adjusted for use, load, occupancy and weather;
- (d) a description of the training and documentation that was provided to building operators and contractors by the Participant or its Commissioning Agent.

EXHIBIT C5
METERING DATA POINT REQUIREMENTS

Metering Point	Point Details	Measurement Options and Strategies
Chilled Water Supply Temperature	Supply temperature per chiller, per secondary chilled water loop and for whole Chilled Water System	<ul style="list-style-type: none"> Wells and immersion temperature sensors Strap-on thermocouples
Chilled Water Return Temperature	Return temperature per chiller, per secondary chilled water loop and for whole Chilled Water System	<ul style="list-style-type: none"> Temperature sensor installed in well Strap-on thermocouples
Chilled Water Flow Rate	Chilled water flow rate for the primary chilled water loop	<ul style="list-style-type: none"> Flow meter Differential pressure sensor and engineering calculation to obtain flow rate
Chilled Water Supply Pump(s) Energy	The energy consumed by all chilled water supply pumps (primary and secondary)	<ul style="list-style-type: none"> Continuous current measurement Electrical sub-meter measurement Calculated energy consumption (Pump On/Off Status x Measured Power Draw). This strategy involves a one-time measurement of power draw and a continuous monitoring of pump status. This applies to constant speed pumps only.
Condenser Water Supply Temperature	Supply temperature per cooling tower and for total condenser system	<ul style="list-style-type: none"> Temperature sensor installed in well Strap-on thermocouples
Condenser Water Return Temperature	Return temperature per cooling tower and for total condenser system	<ul style="list-style-type: none"> Temperature sensor installed in well Strap-on thermocouples
Condenser Water Flow Rate	Flow rate for the overall condenser water loop	<ul style="list-style-type: none"> Flow meter Differential pressure sensor and engineering calculation to obtain flow rate
Condenser Water Supply Pump(s) Energy	The energy consumed by all condenser water pumps	<ul style="list-style-type: none"> Continuous current measurement Electrical sub-meter measurement Calculated energy consumption (Pump On/Off Status x Measured Power Draw). This strategy involves a one-time measurement of power draw and a continuous monitoring of pump status. This applies to constant speed pumps only.
Chiller(s) Energy	The energy consumed by all chillers (chillers individually metered)	<ul style="list-style-type: none"> Continuous current measurement Electrical sub-meter measurement
Condenser Fan(s) Energy	The energy consumed by all condenser fans	<ul style="list-style-type: none"> Continuous current measurement Electrical sub-meter measurement Calculated energy consumption (Fan On/Off Status x Measured Power Draw). This strategy involves a one-time measurement of power draw and a continuous monitoring of fan status. This applies to constant speed pumps only.
Outdoor Air	Outdoor air temperature and	<ul style="list-style-type: none"> Shielded outdoor air temperature and

Conditions	humidity	humidity sensor
Average Indoor Return Air Conditions	Return air temperature and humidity from a representative air handling unit	<ul style="list-style-type: none"> ○ Duct or plenum mounted temperature sensor
Highest Zone Temperature	Highest zone temperature in a conditioned space. This point is only required if the facility has a BAS that monitors multiple zone temperatures.	<ul style="list-style-type: none"> ○ Wall-mounted temperature sensor
Lowest Zone Temperature	Lowest zone temperature. This point is only required if the facility has a BAS that monitors multiple zone temperatures.	<ul style="list-style-type: none"> ○ Wall-mounted temperature sensor
Average Zone Temperature	Average zone temperature. This point is only required if the facility has a BAS that monitors multiple zone temperatures.	<ul style="list-style-type: none"> ○ Wall-mounted temperature sensor

Participation Agreement Number: _____

Date (MM/DD/YYYY): _____

Projected Date of Implementation Phase Completion (MM/DD/YYYY): _____

Legal Name of Participant: _____
Address: _____
City: _____ Province: _____ Postal Code: _____
Contact Name and Title: _____

Facility Name: (optional) _____
Address: _____
City: _____ Province: _____ Postal code: _____
Unit/Floor/Suite #: (optional) _____

[illegible]

Procedures if applicable):

Attached Documents:

Project Evaluator's Comments:

--

Project Evaluator:

We have completed this Advanced Evaluation and Incentive Report in accordance with the terms of the **[INSERT INITIATIVE MARKETING NAME]** requirements.

Project Evaluator Name (Company/Firm Name):	
Project Evaluator (Individual) Name:	
Project Evaluator's Signature:	

Participant's Declaration:

I have reviewed Measures Evaluation set out above. I understand that the LDC may use the Measures Evaluation set out above to determine the reasonableness of the Investigation Phase Demand Savings and Investigation Phase Energy Savings reported in the Investigation Phase Commissioning Report.

PARTICIPANT NAME (NAME OF LEGAL ENTITY):	AUTHORIZED SIGNATURE:	DATE:
--	-----------------------	-------

NAME:	TITLE:
I/We have authority to bind the Participant.	

AUTHORIZED SIGNATURE:	DATE:
-----------------------	-------

NAME:	TITLE:
-------	--------

I/We have authority to bind the Participant.

Participation Agreement Number: _____

Date (MM/DD/YYYY): _____

Projected Date of Implementation Phase Completion (MM/DD/YYYY): _____

Legal Name of Participant: _____

Address: _____

City: _____ Province: _____ Postal Code: _____

Contact Name and Title: _____

Facility Name: (optional) _____

Address: _____

City: _____ Province: _____ Postal code: _____

Unit/Floor/Suite #: (optional) _____

Major/Minor Measure	Incentive Metric (kW / kWh)	Base Case		Energy Efficient Case		Estimated Savings as calculated pursuant to Sections (d) and (e) of Exhibit C3	
		Baseline Peak Demand (kW)	Baseline Electricity Consumption (kWh)	electricity demand (kW)	annual consumption (kWh)	Implementation Phase Demand Savings (kW)	Implementation Phase Energy Savings (kWh)
Gross Totals:							
Eligible Totals (adjusted according the M&V Procedures if applicable):							

Attached Documents: _____

Project Evaluator's Comments:

Project Evaluator:

We have completed this Advanced Evaluation and Incentive Report in accordance with the terms of the **[INSERT INITIATIVE MARKETING NAME]** requirements.

Project Evaluator Name (Company/Firm Name):	
Project Evaluator (Individual) Name:	
Project Evaluator's Signature:	

Participant's Declaration:

I have reviewed Measures Evaluation set out above. I understand that the LDC may use the Measures Evaluation set out above to determine the reasonableness of the Implementation Phase Demand Savings and Implementation Phase Energy Savings reported in the Implementation Phase Commissioning Report.

PARTICIPANT NAME (NAME OF LEGAL ENTITY):

AUTHORIZED
SIGNATURE:

DATE:

NAME:

TITLE:

I/We have authority to bind the Participant.

AUTHORIZED
SIGNATURE:

DATE:

NAME:

TITLE:

I/We have authority to bind the Participant.

EXHIBIT E PHASE COMPLETION REPORT

INSERT LDC NAME HERE

INSERT LDC NAME AND ADDRESS HERE

INSTRUCTIONS:

After completing each Commissioning Phase you must complete and sign this **PHASE COMPLETION FORM** together with all reports and send to your LDC for approval.

Please complete ALL required fields below.

Check each box below to confirm the required documentation is submitted to the LDC for each Chilled Water System as part of this **PHASE COMPLETION FORM** following completion of each Commissioning Phase:

- ☐ the Commissioning Phase Report signed by the Commissioning Agent
- ☐ the invoice from the Commissioning Agent clearly stating the amount of fees payable or paid by the Participant for preparing the Commissioning Phase Report
- ☐ for the Investigation Phase only, invoices supporting the cost of the Data Acquisition System
- ☐ for the Investigation Phase only, the Project M&V Plan (as defined in Schedule 3B)
- ☐ for the Implementation Phase only, invoices supporting the Eligible Costs (as defined in Schedule 2B) of implementing the Efficiency Measures with a Project Payback of more than two years

You are responsible for confirming that the LDC has approved you proceeding to the next Commissioning Phase.

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

LEGAL NAME OF PARTICIPANT

ADDRESS	CITY	ON PROVINCE	POSTAL CODE
---------	------	----------------	-------------

PARTICIPANT AGREEMENT NO.

2. Contact Information:

NAME AND TITLE OF CONTACT

ADDRESS	CITY	ON PROVINCE	POSTAL CODE
---------	------	----------------	-------------

DAY PHONE	FAX	EMAIL
-----------	-----	-------

3. The Commissioning Phases described herein are to be completed in the service area of:

Name of LDC:

4. Facility (where Commissioning Phases are conducted):

FACILITY NAME (if applicable)

ADDRESS	CITY	ON PROVINCE	POSTAL CODE
---------	------	----------------	-------------

5. Commissioning Phase Completed:

Please indicate which phase of the Building Commissioning Project you have completed:

- ☐ Phase 1: Scoping Study
- ☐ Phase 2: Investigation
- ☐ Phase 3: Implementation
- ☐ Phase 4: Hand-Off/Completion

Please complete the information in the following boxes (Box 6 through 9) in relation to this completed Commissioning Phase.

6. Actual Commissioning Phase Timelines:

ACTUAL COMMISSIONING PHASE START DATE: ____ (DD/MM/YYYY)

ACTUAL COMMISSIONING PHASE COMPLETION DATE: ____ (DD/MM/YYYY)

7. Actual Commissioning Phase Costs:

ACTUAL COMMISSIONING PHASE COST (excluding taxes): \$ ____

8. Third Party Contributions for completed Commissioning Phase

Have you received any Third Party contributions (i.e., financial incentives associated with the completed Commissioning Phase generally funded by energy ratepayers or taxpayers of the Province of Ontario) for the completed Commissioning Phase through [Name of LDC] or any other public program, other than incentives under [INSERT INITIATIVE MARKETING NAME]? ☐ YES ☐ NO

If yes, please specify the following:

NAME OF PROGRAM(S): _____ FUNDING PROVIDER(S): _____

TOTAL FUNDING AMOUNT (THIRD PARTY CONTRIBUTIONS): \$ ____

9. Other comments (for example, special site requirements or conditions which LDC should be aware of, etc):

10. Application to proceed to next Commissioning Phase

Please indicate which phase of the Building Commissioning Project you would like to complete next (LDC approval is required before proceeding):

- ☐ Phase 1: Scoping Study
☐ Phase 2: Investigation
☐ Phase 3: Implementation
☐ Phase 4: Hand-Off/Completion

Please complete the information in the following boxes (Box 11 through 14) in relation to this next Commissioning Phase.

11. Estimated Commissioning Phase Timelines:

ESTIMATED COMMISSIONING PHASE START DATE: ____ (DD/MM/YYYY)

ESTIMATED COMMISSIONING PHASE COMPLETION DATE: ____ (DD/MM/YYYY)

12. Estimated Commissioning Phase Costs:

ESTIMATED COMMISSIONING PHASE COST (excluding taxes): \$ ____

13. Third Party Contributions in relation to the next Commissioning Phase

Have you received any Third Party contributions (i.e., financial incentives associated with this Commissioning Phase generally funded by energy ratepayers or taxpayers of the Province of Ontario) for the Commissioning Phase through [Name of LDC] or any other public program, other than incentives under [INSERT INITIATIVE MARKETING NAME]? ☐ YES ☐ NO

If yes, please specify the following:

NAME OF PROGRAM(S): _____ FUNDING PROVIDER(S): _____

TOTAL FUNDING AMOUNT (THIRD PARTY CONTRIBUTIONS): \$ ____

14. Other comments (for example, special site requirements or conditions which Project Evaluators should be aware of, etc):

15. Participant's Signature(s)

All information contained in this Phase Completion Report together with all attached documentation is complete true and accurate, and is submitted pursuant to and becomes part of the Participant Agreement.

PARTICIPANT NAME (NAME OF LEGAL ENTITY):**AUTHORIZED
SIGNATURE:****DATE:**

NAME:**TITLE:****I/We have authority to bind the Participant.**

**AUTHORIZED
SIGNATURE:****DATE:**

NAME:**TITLE:****I/We have authority to bind the Participant.**

** please print and send an original copy with signatures to [the LDC]***16. For LDC Use Only**

Participant Agreement Number: _____

APPLICATION APPROVAL**PARTICIPANT INCENTIVE PAYMENT APPROVAL**

APPROVED ESTIMATED PARTICIPANT INCENTIVES:

ESTIMATED PARTICIPANT INCENTIVES PAYMENT AMOUNT:

DATE APPLICATION APPROVED (MM/DD/YYYY):

APPROVED BY:

(LDC NAME)

AUTHORIZED SIGNATURE

DATE

NAME

TITLE

AUTHORIZED SIGNATURE

DATE

NAME

TITLE