

Solar water
KTI. 6

ONTARIO SOLAR THERMAL HEATING INCENTIVE

THIS CONTRIBUTION AGREEMENT made in duplicate as of the 9th day of November 2010.

BETWEEN:

HER MAJESTY THE QUEEN IN RIGHT OF
ONTARIO, as represented by the Minister of Energy
(the "Ministry")

- and -

«Business_Name» (the "Recipient")

WHEREAS the Ministry has announced the establishment of the Ontario Solar Thermal Heating Incentive ("OSTHI") to provide eligible Ontario industrial, commercial and institutional entities with funding for successful applicants of Canada's ecoENERGY Program;

WHEREAS the Canada's ecoENERGY Program is intended to promote the generation and consumption of renewable energy in the Province for sectors that include for industrial, commercial and institutional sectors in the Province;

WHEREAS the Recipient has been approved to receive funding under the ecoENERGY Program for its project to acquire and install solar heating equipment and has also submitted its Consent and Release Form to the Ministry for funding of the Project as more fully described in Schedule 1;

AND WHEREAS the Ministry has selected the Recipient to receive financial assistance for the Project by way of a rebate (as defined herein as "Rebate") that is similar to the funding for the Project under the ecoENERGY Program, to assist the Recipient with the Project;

AND WHEREAS this agreement sets forth the terms, conditions and provisions whereby the Ministry has agreed to provide to the Recipient with the Rebate, in consideration of the Recipient's promises and covenants set forth in the Agreement;

1. Definitions

When used in the Agreement, the following words or expressions have the following meanings:

"Accepted Collector" means any one of the solar collectors included in the Accepted Solar Collectors List, created by NRCAN as part of Canada's ecoEnergy for Renewable Heat Program, as may be amended by NRCAN from time to time;

"Agreement" means this agreement, all amendments to the Agreement and the attached Schedules A, B, and C;

"Authority" means any government authority, agency, body or department, whether federal, provincial or municipal, having or claiming jurisdiction over the Agreement; and
"Authorities" means all such authorities, agencies, bodies and departments;

"Commissioning Report" means a report signed by a professional engineer, technologist or solar technician, having a valid accreditation certification that is customarily recognized and accepted in Ontario, that certifies that the Project meets the prescribed technical criteria defined under the ecoENERGY and OSTHI programs and the Equipment is found to be fully operational and was installed in accordance with good engineering practices. The content of the Commissioning Report is outlined in schedule C;

"Completion Date" means the date, not later than the date specified Paragraph 4.2, when the Commissioning Report is completed and signed as described in the above definition of "Commissioning Report";

"Conflict of Interest" includes, but is not limited to, any situation or circumstance where in relation to the performance of its obligations in the Agreement, the Recipient's other commitments, relationships or financial interests (i) could or could be seen to exercise an improper influence over the objective, unbiased and impartial exercise of its independent judgement; or (ii) could or could be seen to compromise, impair or be incompatible with the effective performance of its obligations under this Agreement;

"Consent and Release Form" refers to the consent and release form completed and executed by the Recipient and submitted to NRCan with its Proposal;

"ecoENERGY Program" refers to NRCan's program for renewable heat for the ICI sector, the terms and conditions for which may be found at:
<http://www.ecoaction.gc.ca/ecoenergy-ecoenergie>;

"Effective Date" refers to the date set out in section 3.1;

"Eligible Costs" means any costs incurred by the Recipient for the Project in accordance with the terms and conditions of the Agreement and are listed in Schedule B;

"Equipment" means the solar heating system set out in the Proposal, including components up to and including the interface with an auxiliary heating system, involved in solar heat collection, transport, transfer, storage, and system control, and associated items required for the operation of the system;

"Fiscal Year" means the period beginning on April 1st of any year and ending on March 31st in the next year;

"Incentive Rate" means the rate established by NRCan for each square meter of the particular Accepted Collector, Canada's ecoEnergy for Renewable Heat Program;

"Indemnified Parties" means Her Majesty the Queen in right of Ontario, her Ministers, directors, officers, agents, appointees, employees and the Ontario Power Authority ("OPA"), in the event that the Ministry of Energy directs the OPA to assume the Agreement pursuant to section 25.32 of the *Electricity Act, 1998*;

"Intellectual Property" means any intellectual, industrial or other proprietary right of any type in any form protected or protectable under the laws of Ontario and Canada, any foreign country, or any political subdivision of any country, including, without limitation, any intellectual, industrial or proprietary rights protected or protectable by legislation, by common law or at equity;

"Ministry's Address" and "Ministry Representative" mean:

Mr. Bob Träver
Project Analyst
Energy Efficiency and Innovative Technology Branch
Ministry of Energy
880 Bay Street, 3rd Floor
Toronto, ON, M7A 2C1
Tel. No. :416-212-3289
Facsimile No.: 416-325-6972

"NRCan" means Her Majesty the Queen in right of Canada as represented by the Minister of Natural Resources;

"NRCan Contribution Agreement" means the agreement to be entered into between NRCan and the Recipient by which an amount is to be provided to the Recipient by NRCan for the Project in accordance with the terms and conditions therein;

"Parties" refers to both the Ministry and the Recipient;

"Performance Factor" is the factor established by NRCan for the particular Accepted Collector as part of Canada's ecoEnergy for Renewable Heat Program;

"Person" if the context allows, includes any individuals, persons, firms, partnerships or corporations or any combination thereof;

"Proceeding" means any action, claim, demand, lawsuit, or other proceeding before a court or tribunal of competent jurisdiction;

"Project" means the project of the Recipient described in Schedule A;

"Proposal" means a completed *ecoENERGY for Renewable Heat Program* application form of the Recipient, including a work description, results expected and a budget and any other documentation submitted by the Recipient to NRCan as part of the Proposal;

"Rebate" means the financial assistance to be provided to the Recipient by the Ministry pursuant to the Agreement;

"Recipient Address" and "Recipient Representative" mean:

<i>«Business_Name»</i>	<i>«Applicants_Name»</i>
<i>«Applicants_Business_Address»</i>	<i>«Title»</i>
<i>«City», «Province»</i>	
<i>«Postal_Code»</i>	
<i>Tel. No.: «Phone»</i>	<i>Tel. No.: «Phone»</i>
<i>Facsimile No.: «Fax»</i>	<i>Facsimile No.: «Fax»</i>

"Recipient's Information" refers to any and all of the information submitted by the Recipient

1. to NRCan including the Proposal and any information or material concerning the Project received by or developed by NRCan through the administration of *ecoENERGY for Renewable Heat*; and
2. to the Ministry and any information or material received by or developed by the Ministry concerning the Project through the administration of OSTHI;

"Request for Payment" refers to the request for payment of the Rebate, that the Recipient is to submit to the Ministry in accordance with the Agreement; and

"Requirements of Law" mean all applicable requirements, laws, statutes, codes, acts, ordinances, orders, decrees, injunctions, by-laws, rules, regulations, official plans, permits, licences, authorizations, directions, and agreements with all Authorities that now or at any time hereafter may be applicable to either the Agreement or the Project or any part of them.

2. REPRESENTATIONS AND WARRANTIES

2.1 The Recipient represents and warrants that:

- a) all factual matters contained in the Proposal and all supporting material and the Consent and Release Form are true and accurate; and
- b) that all estimates, forecasts and other related matters involving judgement were prepared in good faith for the Proposal and to the best of the Recipient's ability, skill and judgement.

3. COMING INTO FORCE

3.1 The Agreement is conditional upon the Recipient and NRCan signing the NRCan Contribution Agreement and comes into force on the date ("Effective Date") which is the later of the date when the Parties sign the Agreement and the date the Recipient provides the Ministry with a copy of the NRCan Contribution Agreement executed by NRCan and the Recipient together with proof of insurance required by section 9.4.

4. CONDUCT OF PROJECT

- 4.1 The Recipient shall carry out the Project promptly, diligently, in a professional manner and in accordance with the terms and conditions of the Agreement and all Requirements of Law.
- 4.2 The Recipient shall complete the Project by **December 31, 2010**, unless terminated earlier pursuant to the provisions of this Agreement.
- 4.3 The Recipient shall ensure that any Person performing or providing any work and services for the Project has the requisite ability and technical knowledge to do so and shall provide the Ministry with information in that regard, upon the Ministry's request.

5. CONTRIBUTIONS

- 5.1 The Ministry will provide the Recipient with financial assistance for the Project by way of the Rebate, which shall be in an amount that is the product obtained by multiplying the Performance Factor times the Incentive Rate times the area (measured in square meters) of the Accepted Collector.
- 5.2 Subject to the terms and conditions of the Agreement, the Ministry may reduce the Rebate, by such an amount as the Ministry may decide if the Recipient receives a contribution or payment in respect of the Project in addition to the amount of contributions listed in the Proposal, or from sources other than those named in its Proposal.

6. METHOD OF PAYMENT

- 6.1 The Recipient shall submit its Request for Payment to the Ministry within thirty (30) days of the Completion Date.
- 6.2 The following documents are to be received by the Ministry from NRCan in order that the Ministry may consider the Request for Payment:
- i) confirmation of NRCan's approval of the request for funding by the Recipient under the NRCan Contribution Agreement;
 - ii) copies of the following documents submitted to NRCan by the Recipient with its request for funding pursuant to the NRCan Contribution Agreement:
 - 1. the Commissioning Report documenting the completion of the Project;
 - 2. the attestation form, signed by the Recipient;
 - 3. invoices for the Project.
- 6.3 Subject to the terms and conditions of the Agreement, following receipt and approval by the Ministry of the Request for Payment, the documents set out in section 6.2, and copies of invoices, vouchers, and any other documents that the Ministry may require, the Ministry shall pay the Rebate as its contribution towards the Eligible Costs of the Project.

7. ACCOUNTS AND AUDIT

- 7.1 Prior to the Completion Date of the Project and for three (3) years thereafter, the Recipient shall:
- a) keep proper books, accounts, and records of its revenue received and expenses incurred and paid in connection with the Project and shall keep its invoices, receipts, and vouchers relating thereto;
 - b) keep proper and accurate records relating to the environmental impact (if any) of the Project;

- c) on demand, make available to the Ministry such books, accounts, records, invoices, receipts, and vouchers referred to above and permit the Ministry to examine and audit and take copies and extracts from such documents; and
- d) prior to final payment, allow the Ministry, at the Ministry's discretion, to conduct a technical audit to verify that the proposed measures outlined in Schedule A were implemented in accordance with the Agreement.

7.2 If any discrepancy is identified between the amounts paid by the Ministry and the amounts actually payable under the Agreement, the appropriate adjustments shall be promptly made between the Parties. If there has been an overpayment by the Ministry, the amount of the overpayment shall constitute a debt due to the Ministry and may be so recovered.

8. INTELLECTUAL PROPERTY

- 8.1 All Intellectual Property in materials created or developed by the Recipient in the course of the Project shall vest in the Recipient.
- 8.2 The Recipient hereby grants to the Ministry a non-exclusive, irrevocable, world-wide, royalty-free licence in perpetuity to use or sublicense the use for non-commercial governmental purposes of materials created or developed by the Recipient in the course of the Project.
- 8.3 The Recipient hereby grants to the Ministry a non-exclusive, irrevocable, world-wide, royalty-free licence in perpetuity to use, publish, reprint and modify the reports and documents described in Schedule C or as otherwise required by the Ministry under Article 12 (Reports).

9. RELEASE, INDEMNITY AND INSURANCE

- 9.1 The Recipient hereby releases Her Majesty the Queen in right of Canada and the Indemnified Parties from any liability, including costs arising out of or in any way related to the sharing of the Recipient's Information between NRCan and the Ministry.
- 9.2 The Recipient shall indemnify and save harmless the Indemnified Parties from any and all claims, demands, losses, costs (including lawyers' fees), damages, actions or proceedings resulting from or related to any wilful misconduct or negligent act or omission of the Recipient or its employees and agents in the performance of this Agreement, except to the extent caused by a breach of duty of Her Majesty the Queen in right of Ontario or its ministers, employees and agents.
- 9.3 The Recipient shall indemnify and save harmless the Indemnified Parties from any and all claims, demands, losses, costs (including lawyers' fees), damages, actions or proceedings resulting from or related to any claim, demand or action made by a third party against them or any of them based upon the capacity of Her Majesty the Queen in right of Ontario as a provider of financial assistance under this Agreement, including, without limitation, any claim in respect of materials or services provided by a third party to the Recipient or to a subcontractor of the Recipient.
- 9.4 The Recipient shall, at its sole expense, arrange for and keep current during the Project, insurance that a prudent person would maintain for the Accepted Collector and ancillary and associated equipment and materials.
- 9.5 The Recipient shall comply with all provisions and requirements of any insurance policies taken out in compliance with Section 9.4 as well as any insurance policies in respect of its business and with all rules and regulations concerning safety and the proper conduct of the work referable to the Project.
- 9.6 The Recipient shall provide the Ministry with a valid certificate of insurance upon the request of the Ministry.

10. DEFAULT

10.1 If, in the opinion of the Ministry, there has been a misrepresentation or a breach of warranty under Article 2 (Representations and Warranties) or the Recipient fails to proceed diligently with the Project, or is otherwise in material default in carrying out any of the terms, conditions, covenants, or obligations of either the Agreement or the NRCan Contribution Agreement, or if the Recipient becomes bankrupt or insolvent, or has a receiving order made against it (either under the *Bankruptcy and Insolvency Act* or otherwise), or a receiver is appointed, or the Recipient makes an assignment for the benefit of creditors, or if an order is made or a resolution passed for the winding up of the Recipient, or if the Recipient takes the benefit of any statute for the time being in force relating to bankrupt or insolvent debtors, the Ministry may, by giving notice in writing to the Recipient, exercise any or all of the following remedies:

- a) terminate the whole or any part of the Agreement;
- b) terminate the obligation on the part of the Ministry to pay any monies in respect of the Project, including monies due or accruing due where there has been a misrepresentation or breach of warranty under Article 2; and
- c) direct the Recipient to repay forthwith all or any part of monies paid by the Ministry pursuant to the Agreement and that amount is a debt due to the Ministry and may be so recovered.

11. ACCESS

11.1 The Recipient shall ensure that the Ministry has access during normal working hours to any premises or place where the Project is being carried out for the purposes of monitoring the progress of the Project and all matters pertaining thereto.

12. REPORTS

12.1 The Recipient shall submit Project reports satisfactory to the Ministry in accordance with the provisions of Schedule C or as otherwise requested by the Ministry.

13. APPROPRIATION

13.1 Despite the provisions of Article 5 and Article 6 and pursuant to the provisions of the *Financial Administration Act*, R.S.O 1990, c. F.12 as amended, if the Ministry does not receive the necessary appropriation from the Ontario Legislature for any payment the Ministry is obligated to make under the Agreement, the Ministry shall not be obligated to make the payment and the Ministry may terminate this Agreement immediately upon giving notice to the Recipient.

13.2 Further, the Ministry reserves the right, upon written notice to the Recipient, to cancel or reduce the amount of the Rebate, in the event and to the extent that funding from Canada under the NRCan Contribution Agreement is cancelled or reduced pursuant to Article 26 of the NRCan Contribution Agreement.

13.3 In the event that the Ministry cancels or reduces the amount of the Rebate pursuant to section 13.2, the Parties agree to amend the Agreement, namely the description of the Project and Eligible Costs (and amounts therefor) to take into account the reduction or cancellation of the funding by NRCan under the NRCan Contribution Agreement and the reduction or cancellation of the amount of the Rebate by the Ministry.

13.4 The Recipient shall immediately advise the Ministry in the event that funding from Canada under the NRCan Contribution Agreement is either reduced or cancelled in accordance with Article 26 of the NRCan Contribution Agreement.

14. FUNDS

14.1 The Recipient shall not make any direct or indirect reference to the Agreement for the purpose of entering into a loan, a capital lease or other long term obligation in relation to

the Project for which the Rebate is provided or to be provided, without the prior written approval of the Ministry.

15. LEGAL RELATIONSHIP

15.1 Nothing contained in the Agreement shall create the relationship of principal and agent, employer and employee, partnership or joint venture between the Parties.

15.2 The Recipient shall not make any representation that:

- a) the Recipient is an agent of the Ministry; or
- b) could reasonably lead any member of the public to believe that the Recipient or its contractors are agents of the Ministry.

16. ACKNOWLEDGEMENT

16.1 The Recipient shall acknowledge the financial support of the Ministry in all public information produced as part of the Project.

16.2 The Recipient consents to the Ministry's use of information on and photographs of the Project and of the Recipient's name in publicity materials related to the Ministry's initiatives pertaining to conservation or the promotion of alternative energy.

16.3 The Recipient acknowledges, consents to and agrees that information pertaining to the Project, including information of the Recipient will be exchanged between NRCan and the Ministry, for the administration of the Agreement by the Ministry and the NRCan Contribution Agreement by NRCan.

17. TIME OF ESSENCE

17.1 Time is of the essence under the Agreement.

18. CONFLICT OF INTEREST

18.1 The Recipient, any of its subcontractors and any of their respective advisors, partners, directors, officers, employees, agents and volunteers shall not engage in any activity or provide any services to the Ministry where its conduct creates a Conflict of Interest (actually or potentially as determined in the sole opinion of the Ministry).

18.2 The Recipient shall comply with any requirements prescribed by the Ministry to resolve any Conflict of Interest.

18.3 The Recipient shall disclose to the Ministry without delay any actual or potential situation that may be reasonably interpreted as either a Conflict of Interest or a potential Conflict of Interest.

18.4 A breach of this Article by the Recipient shall entitle the Ministry to terminate the Agreement in addition to any other remedies that the Ministry has in the Agreement, in law or in equity.

19. FORCE MAJEURE

19.1 The Parties shall not be in default or in breach of the Agreement due to any delay or failure to meet any of their obligations caused by or arising from any event beyond their reasonable control or without their fault or negligence, including any act of God or other cause which delays or frustrates the performance of the Agreement (a "force majeure event"). If a force majeure event frustrates the performance of the Agreement, the Ministry will only be liable for its proportionate share of the Eligible Costs incurred and paid to the date of the occurrence of the event.

20. FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY ACT

- 20.1 Subject to the provisions of the *Freedom of Information and Protection of Privacy Act*, all information pertaining to the Rebate and this Agreement may be required to be released to third parties upon request.

21. GOVERNING LAW

- 21.1 This Agreement shall be interpreted in accordance with the applicable federal laws and the laws in force in the Province of Ontario

22. ASSIGNMENT

- 22.1 This Agreement shall not be assigned in whole or in part by the Recipient (including a change in effective control of the Recipient, where the Recipient is a corporation) without the prior written consent of the Ministry and any assignment made without that consent is void and of no effect.

23. NOTICES

- 23.1 The claims for payment, requests, notices, and information referred to in the Agreement shall be sent in writing or by any method of telecommunication and, unless notice to the contrary is given, shall be addressed to the Party concerned at the following address:

To the Ministry:

Mr. Bob Träver
Project Analyst
Energy Efficiency and Innovative Technology Branch
Ministry of Energy
880 Bay Street, 3rd Floor
Toronto, ON, M7A 2C1
Tel. No. :416-212-3289
Facsimile No.: 416-325-6972

To the Recipient:

«Applicants_Name»
«Title»
«Business_Name»
«Applicants_Business_Address»
«City», «Province»
«Postal_Code»

Telephone: «Phone»
Facsimile: «Fax»
e-mail: «Email»

- 23.2 Notices, requests and documents are deemed to have been received, if sent by registered mail, when the postal receipt is acknowledged by the other Party; by facsimile or electronic mail, when transmitted and receipt is confirmed; and by messenger or specialized courier agency, when delivered.

24. AMENDMENTS

- 24.1 No amendment of the Agreement or waiver of any of its terms and conditions shall be deemed valid unless effected by a written amendment signed by the Parties.
- 24.2 The Recipient shall notify the Ministry as soon as is practicable when any material provision of the NRCan Contribution Agreement is anticipated to be amended, with a view that the Parties negotiate a similar amendment to the Agreement.

25. DISPUTE RESOLUTION

- 25.1 The Parties shall attempt to resolve any dispute arising out of or pursuant to the Agreement by recourse to the dispute resolution methods identified in the following sequence, although steps may be by-passed by mutual consent.
- 1) negotiations;
 - 2) non-binding mediation or conciliation;
 - 3) non-binding mini-trial; or
 - 4) binding arbitration.
- 25.2 If the Parties cannot agree on any of the foregoing dispute resolution mechanisms, either Party may, at any time, elect to have such dispute resolved by litigation in the proper judicial forum.
- 25.3 Any Party may within fifteen (15) days take the dispute to the next step if the Parties fail to agree on the appointment or procedure referred to in this Article.
- 25.4 When mediation or conciliation is selected by the Parties, they shall jointly appoint one impartial expert mediator or conciliator to undertake the process according to mutually agreed upon procedures.
- 25.5 When a mini-trial is selected for resolution of a dispute, the Parties shall jointly appoint one impartial third party who shall preside at a brief hearing at which the Parties present their respective positions to the impartial third party and to the highest level manager available from each Party authorized to settle the dispute. If the mini-trial does not lead the Parties to a settlement of the dispute, either Party may ask the third party to prepare and deliver to them within fifteen (15) days a non-binding award that recommends the most fair and reasonable full settlement of the dispute.
- 25.6 If the Parties decide to submit a dispute to arbitration, it shall be carried out pursuant to the *Arbitration Act* of Ontario. The arbitral award shall be in terms of money only, and shall not include punitive damages, costs or interim measures. The Parties shall attempt to appoint jointly one impartial expert arbitrator. If the Parties cannot agree within thirty (30) days on the choice of an arbitrator, each Party shall appoint, at its own cost, one impartial expert arbitrator and those two arbitrators shall appoint an expert third arbitrator as chairperson of an arbitral tribunal.
- 25.7 When one of the above steps 25.1(2), (3) or (4) is selected to resolve a dispute, the Parties shall jointly enter into a contract with the required mediator or conciliator, third party, arbitrator or arbitrators, as the case may be, to pay the costs for the desired services and to bear their own costs of participating in the process involved. The contracts referred to and contemplated by this Article shall be in the form and content as proposed by the Ministry.

26. **SUCCESSORS AND ASSIGNS**

- 26.1 This Agreement shall enure to the benefit of and be binding on the Parties and their respective representatives, successors and assigns.

27. **ENTIRE AGREEMENT**

- 27.1 This Agreement constitutes the entire agreement between the Parties with respect to the subject matter of the Agreement and supersedes all previous negotiations, communications, and other agreements, whether written or verbal between the parties.

IN WITNESS WHEREOF the Agreement has been executed as of the date first above written.

HER MAJESTY THE QUEEN IN RIGHT OF
ONTARIO as represented by the Minister of Energy

Per: _____
Barry Beale
Director
Energy Efficiency and Innovative Technology Branch

«Business_Name»

Per: _____
«Applicants_Name»
«Title»
I have authority to bind the corporation.

SCHEDULE A
STATEMENT OF WORK

1. BACKGROUND:

The Recipient has applied to both NRCan under the ecoENERGY program and the Ministry under the OSTHI program, each of which are intended to provide approved applicants with financial assistance for the installation of their solar thermal systems.

2. OBJECTIVE/PURPOSE:

The objective of the Project is to provide renewable solar thermal energy for **water heating**.

3. DESCRIPTION/SCOPE:

The Recipient shall purchase equipment that is on the List of Accepted Collector(s) maintained by NRCan as part of its ecoENERGY Program:

Number of Accepted Collectors: «Number_of_collectors»

Manufacturer of the Accepted Collector: «Collector_Manufacturer»

Model Number of the Accepted Collector: «Collector_Model»

2) The Accepted Collector(s) will be installed at:

«Street_address_of_building_where_the_sob», «City1», «Province1», «Postal_Code1»

3) Following the completion of the installation and the activation of the system comprised of the Accepted Collector(s) and any ancillary and associated equipment and materials, the Recipient will have the system commissioned by a professional engineer, technologist or solar technician, having a valid accreditation certification that is customarily recognized and accepted in Ontario, that certifies in the Commissioning Report that the system meets the prescribed technical criteria defined under the ecoENERGY and OSTHI programs and the Equipment is found to be fully operational and installed in accordance with good engineering practices.

4) The Recipient will then submit the Payment Request Form and Commissioning Report to NRCan.

4. BENEFITS:

The Ministry recognizes the important contribution that renewable energy technologies can make to cleaning the air, reducing greenhouse gas emissions and increasing sustainable energy supply. The Ministry has, therefore, established the OSTHI Program which is intended to contribute additional funding for approved applicants under Canada's ecoENERGY Program for Renewable Heat program that are also approved under the OSTHI program, with a view that the use in Ontario of renewable thermal systems for space heating and cooling and water heating will be increased. This will contribute to a long-term reduction in air emissions and also improve Ontario's clean energy supply. The Project supports those objectives.

SCHEDULE B

ELIGIBLE COSTS

1. Subject to the terms and conditions of the Agreement, the Ministry shall provide the Recipient with financial assistance for the Project through the Rebate, which shall be the product obtained by multiplying the Performance Factor times the Incentive Rate times the area (measured in square meters) of the Accepted Collector.

2. THE MINISTRY'S TOTAL OBLIGATION AND CONTRIBUTION \$«OSTHI_Contribution» (WORDS).

Other contributors:

NRCan	\$«OSTHI_Contribution»
Recipient	\$RECIPIENT
Other	\$OTHER

3. **Budget Description by:**

The Ministry's contribution will be to support the installation of solar collector(s) and will be calculated based on the following formula:

Performance Factor	Incentive Rate	Area of Collector (m ²)	Anticipated Incentive Amount
«Performance_Factor	«Incentive_Rate	«Total_Collector_Gross	=
»	x	_Area_m2»	\$«OSTHI_Contribution»

4. **Budget:**

Important: Payment will be made only for costs incurred after the Effective Date, with the exception of costs for feasibility, permits, design and simulations, which may be incurred in advance of Contribution Agreement signing.

Eligible Costs:

1. Salaries and benefits;
2. Reasonable allocation of the proponent's administrative and overhead expenses (not to exceed 15% of overall expenses)
3. Marketing;
5. Fees for professional, technical and contracting services;
6. Reports;
7. Audits;
8. Management fees;
9. Monitoring and data collection;
10. Travel;
11. Documentation fees;
12. Shipping;
13. Printing and supplies;
14. Training;
15. Facility rental;
16. The design, purchase, installation, modification and repair of qualifying project-related equipment, materials and diagnostic tools; and
17. Laboratory and testing services.

SCHEDULE C

REPORTS

The Recipient shall provide to the Ministry:

a) Request for Payment

A completed and signed Request for Payment, a blank copy of which is appended to this Schedule, as Appendix 1;

b) such other reports as the Ministry may reasonably require.

The Ministry is to receive from NRCan: copies of the following documents after such are provided by the Recipient to NRCan in accordance with the NRCan Contribution Agreement:

1. The Commissioning Report, which is a completed report that is signed by the Recipient and a professional engineer, a certified technologist, or a CanSIA solar installer who has a valid certification in Canada. The Commissioning Report shall certify that the Project met the prescribed technical criteria defined under the Program and was installed in accordance with good engineering practices. The Commissioning Report shall set out :
 - (1) General description of the system, including safety features,
 - (2) Location of the installation,
 - (3) Description of the commissioning steps undertaken,
 - (4) Confirmation that the system is operational,
 - (5) List including the make of the Accepted Collector(s) that was/were installed,
2. A financial report signed by the Chief Financial Officer or Duly Authorized Officer of the Recipient which outlines Eligible Costs Incurred;
3. A financial report setting out Eligible Costs to which the Rebate is to be applied and declaration as required by section 12.2 of the NRCan Contribution Agreement, as to the total amount of contributions or payments received in respect of the Project.
4. certification, as set out in Schedule D of the NRCan Contribution Agreement, that all claims for the payment of Eligible Costs of the Project have been incurred and paid.
5. project photos of the system, the collector, and all applicable equipment used for the Project
6. NRCan Approval of Request for Funding under the NRCan Contribution Agreement

Appendix 1 – Request for Payment Form
ONTARIO SOLAR THERMAL HEATING INCENTIVE - REQUEST FOR PAYMENT FORM
SOLAR WATER HEATING SYSTEM

To qualify for receipt of the Rebate offered under the OSTHI program, please print clearly when completing this form and submit it to the name and address below within thirty (30) days after the Completion Date of the Project. (Ref.: Terms and Conditions and the Contribution Agreement - Article 6). Do not fax this form, and be sure to make a copy of the original before sending it to the name and address below:

Mr. Bob Träver, Project Analyst
 Energy Efficiency and Innovative Technology Branch
 Ontario Ministry of Energy
 880 Bay Street, 3rd Floor
 Toronto, ON, M7A 2C1

IMPORTANT: MISSING INFORMATION WILL DELAY PAYMENT OF THE OSTHI REBATE

Section A: Applicant
OSTHI File Number: «File »
Funding Recipient:
Mailing Address:
City:
Postal Code:
Phone:
Email:

Section B: Project Budget		
Please list all costs before taxes. List new equipment costs only. Do not list recycled or refurbished equipment.		
Solar Water Heating System Component	Supplier	Costs (excluding GST & PST)
Collectors		
Collector rack and/or support components		
Piping and pipe insulation between the collectors and the auxiliary heater (detail the list)		
Solar heat exchanger(s)		
Solar heat storage equipment (detail the list)		
Photovoltaic components used to power solar system pump(s)		
Solar pump(s)		
Solar system controller		
Other (identify):		
Equipment Cost Sub Total:		
Solar Water Heating System Project Costs	Supplier	Costs (excluding GST & PST)
Project feasibility, design, and simulation		
Building Permit		
Other Permits (exclusively for solar system installation). Please list them:		
Project Management		
Installation labour		
Shipping		
Commissioning		
Project Cost Subtotal:		
TOTAL PROJECT COST:		
Total solar system cost per m² of collector area:		/m ²
Section 3: Additional Project Funding		

Did the solar system receive any other funding (other than that available through the ecoENERGY Renewable Heat Program of NRCan)?		<input type="checkbox"/> Yes <input type="checkbox"/> No
List all funding from governmental sources other than OSTHI and ecoENERGY Renewable Heat:		
Organization	Program Name	Amount (\$)
Total additional government funding:		
List all supplementary funding from other (non-government) sources:		
Organization	Program Name	Amount (\$)
Total supplementary funding from other sources:		
Did the project costs equal or exceed \$100k? If yes, list all contributions below:		<input type="checkbox"/> Yes <input type="checkbox"/> No
Organization	Program Name	Amount (\$)
Total in-kind contributions:		

Section 4: Anticipated Incentive from OSTHI				
Complete the following equation using data from the Accepted Collector List and the Dollar Value Rate from the Incentive Rate Table provided by Natural Resources Canada:				
Collector Manufacturer:				
Collector Model:				
Performance Factor X Incentive Rate X Collector Area = Anticipated Incentive Amount				
Performance Factor	Incentive Rate	Collector (m ²)	Area	Anticipated Incentive (\$)

Section 5: Commissioning Date	
What date was the system commissioned? (yyyy/mm/dd)	

Section 6: Consent and Signature	
<p>I _____, the Applicant (please print name as found in the Ontario Contribution Agreement), of _____ (company's legal name as found on the Ontario Contribution Agreement), duly authorized on behalf of the organization, hereby represent and warrant:</p> <ul style="list-style-type: none"> that the collector installed is that which has been identified in Section 4 and has been selected from Natural Resources Canada's approved collector list; that I have declared on the Ontario Solar Thermal Heating Incentive Payment Request Form any and all project funding received or anticipated to be receivable from government sources other than the Ontario Solar Thermal Heating Incentive and ecoENERGY for Renewable Heat program; and that the above noted declaration is true and accurate. I understand that if, in the opinion of the Ministry, there has been a misrepresentation or a breach of this warranty, the Ministry could place the company in default of the terms, conditions or obligations of the Ontario Contribution Agreement, and may exercise his right to terminate the agreement and direct us to repay forthwith all or any parts of the monies paid by the Ministry pursuant to the agreement, and the amount will be a debt due to the Ministry and may be so recovered. 	
Signed _____	Date (yyyy/mm/dd) _____
The Form must be reviewed and signed by the Recipient (photocopies will not be accepted).	