

K 3.2

EXECUTION VERSION

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**MASTER CDM PROGRAM AGREEMENT**

**BETWEEN**

**ONTARIO POWER AUTHORITY**

**- and -**

**LDC**  
**(as defined herein)**

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K4-3



## 2.2 Duty of Care, Relationship of Parties

- (a) Each of the Parties acknowledges the accuracy of the recitals to this Master Agreement to the extent that such recitals apply to it and the intentions of the Parties.
- (b) Each Party agrees that its relationship with the other Party is an independent business relationship and in no way does this Master Agreement contemplate or create a relationship of employer and employee, partners, joint venturers, fiduciaries, principal and agent or any other relationship between the Parties. Without limiting the generality of the foregoing, each Party acknowledges that it is not a service provider to the other and that, subject to the terms and conditions of this Agreement, it will at all times be entitled to discharge its duties hereunder in a manner it determines in its sole discretion to be necessary or desirable in order to implement and deliver the Registered Initiatives.

## 2.3 Marketing

- (a) The OPA will:
  - (i) develop a marketing and communication plan and marketing materials for Registered Initiatives in collaboration with the EDA Representative but as determined by the OPA;
  - (ii) communicate such marketing and communication plan to the LDC;
  - (iii) market the Registered Initiatives throughout Ontario using the Marketing Standards and providing appropriately balanced "air cover support" between urban and rural areas;
  - (iv) in connection with any changes to the Marketing Standards that could affect the LDC's obligations hereunder, following reasonable efforts to collaborate with the EDA Representative on such changes and the timing of such changes, provide a reasonable period of advance notice to the LDC, in each case having regard to the nature of such changes;
  - (v) create, develop and host a website (the "**Microsite**") that:
    - (A) includes content describing the Initiatives; and
    - (B) enables the LDC, in its discretion, to engage in customization of specifically identified portions of certain pages of the Microsite to include LDC Marks and some custom content for display to the LDC's customers; and

- (vi) include as part of its publicly available website a mechanism to link an electricity consumer to the LDC Microsite Pages or LDC Custom Microsite, as applicable.

(b) The LDC:

- (i) will market each Registered Initiative to the relevant target sector, accurately describing each such Registered Initiative and accurately outlining the terms and conditions applicable to such Registered Initiatives in a manner that permits Persons to readily identify the Initiatives applicable to them;
- (ii) will, in a manner it sees fit and having regard to the Initiative Schedule, develop and manage relationships with Eligible Persons for the purposes of identifying and undertaking CDM opportunities and promoting participation in the Registered Initiatives or other CDM projects to other Eligible Persons;
- (iii) may, in its discretion, engage in customization of specifically identified portions of certain pages of the Microsite set aside for the LDC (the "**LDC Microsite Pages**") to include an LDC Mark and some custom content for display to the LDC's customers. If the LDC elects to engage in such customization, it will do so through the Program Management System. The LDC acknowledges that, should it not engage in such customization, then the LDC Microsite Pages will include the non-customized content provided by the OPA as part of the Microsite from time to time;
- (iv) will ensure, if the LDC is engaged in customization of the LDC Microsite Pages and any other content generated by the LDC relating to the CDM Programs, that such content generated by the LDC is current, complete and accurate, and will immediately correct any such content that does not meet these requirements upon being advised of or otherwise becoming aware of any such issue;
- (v) will include, as part of its publicly available website and in the manner specified in the Marketing Standards, a link to the Microsite or LDC Microsite Pages as applicable; and
- (vi) will, in performing its obligations under this Master Agreement, including this Section 2.3 comply with the Marketing Standards. Without limiting the generality of the preceding sentence, the LDC will not use any marketing materials that do not comply with the Marketing Standards (including any use of a marketing template that has not been approved by the OPA) without first submitting to the OPA for, and obtaining from the OPA, approval to use such marketing materials. The OPA agrees to respond to any request for approval by the LDC within five (5) Business Days.

- (c) As an alternative to using the Microsite or LDC Microsite Pages for displaying content describing the Initiatives on a website, the LDC may seek the OPA's approval, which approval will not be unreasonably withheld, to implement a customized website to describe the Initiatives, and to display LDC Marks and some custom content to the electricity consumers in the LDC's service area (the "**LDC Custom Microsite**"). If the LDC implements such a customized website, the LDC agrees that it will be responsible for: (i) hosting the LDC Custom Microsite; (ii) creating the content for the LDC Custom Microsite to describe all CDM Programs and Initiatives; and (iii) ensuring that the LDC Custom Microsite complies with the Marketing Standards. The LDC further agrees that the LDC Custom Microsite will utilize and be integrated with the Program Management System for the purposes of Applications and other processes in the same way that the Microsite or LDC Microsite Pages utilize and are integrated with the Program Management System. If the OPA approves such request, the OPA will use Commercially Reasonable Efforts to assist the LDC to link the LDC Custom Microsite with the Program Management System and to ensure that the Program Management System is built to function in such manner so as to allow the LDC Custom Microsite to be linked to it, provided that the LDC will be responsible for the LDC's costs associated with the implementation of the LDC Custom Microsite, including, for greater certainty, all costs associated with the integration of the LDC Custom Microsite with the Program Management System and any third party licensing costs that apply to the LDC Custom Microsite and not the Microsite or LDC Microsite Pages.

#### 2.4 Communication with Electricity Consumers

The Party that is primarily responsible for interaction with the public in the LDC's service area in respect of the Registered Initiatives will be identified in the applicable Initiative Schedule. If a Party receives any inquiries or complaints regarding any issue relating to or arising out of a Registered Initiative that is the responsibility of the other Party, including with respect to any of such other Party's third party service providers, such inquiries and complaints will be directed by the Party receiving such inquiry or complaint to the contact person of such other Party listed in Schedule A-3.

#### 2.5 Technology Requirements

- (a) The OPA will use Commercially Reasonable Efforts to, by January 3<sup>rd</sup>, 2011 or as soon as possible thereafter, implement and operate the Program Management System and provide the LDC with access to the Program Management System in accordance with Sections 2.5(a) and 2.5(b). The OPA will use Commercially Reasonable Efforts to ensure that the Program Management System will be designed to facilitate necessary functions relating to the operation and administration of the CDM Programs, including the submission of Applications, transmittal of reports and other information, reporting, and data storage and retrieval. Without limiting the generality of the foregoing:

- (i) the OPA will use Commercially Reasonable Efforts to have available the functions necessary for consumer interface by January 3, 2011 in respect of the Registered Programs available as at such date;
  - (ii) the Program Management System will provide the LDC with access to unverified results achieved by the LDC for each Registered Initiative; and
  - (iii) the Program Management System will enable the LDC to access and export then-current data stored in the Program Management System that relates to Participants who are located in the LDC's service area.
- (b) Following the implementation of the Program Management System, the OPA will use Commercially Reasonable Efforts to:
  - (i) operate, support and maintain the Program Management System for the duration of the Term, including maintaining appropriate security and integrity safeguards within the Program Management System for the purposes of maintaining the confidentiality of data in accordance with the provisions of Article 12;
  - (ii) target that the Program Management System will be available for 98% of the Term; and
  - (iii) target remediation of incidents that affect the Program Management System within a period of twenty-four (24) hours or such other reasonable period of time taking into account the severity of the incident.
- (c) The OPA will:
  - (i) be responsible for any data entered into the Program Management System by the OPA, any OPA Other Service Provider, or any other third party acting on behalf of the OPA (which, for certainty, will not include any Local Distribution Company or any LDC Other Service Provider);
  - (ii) not insert or permit any third party for whom it is responsible at law (which, for certainty, does not include the LDC or any LDC Other Service Provider) to insert any Disabling Code into the Program Management System nor modify information on the Program Management System related to any Participant without such Participant's consent;
  - (iii) provide to the LDC forty-eight (48) hours advance notice of any scheduled (as opposed to emergency) maintenance to be performed on the Program Management System that will result in the Program Management System being unavailable along with an estimate of the duration of such unavailability; and

## **ARTICLE 4 FUNDING AND PAYMENT TERMS**

### **4.1 General Principles Applicable to LDC's Use of OPA-Provided Funding**

- (a) The LDC represents, warrants and covenants that it has, and will at all times during the Term maintain, internal by-laws, policies or other binding rules designed to ensure prudent use by the LDC of ratepayer funds, including rules relating to: (A) the LDC's procurement of products and services from third party service providers; and (B) expenses that, if incurred by or on behalf of the LDC, its employees or representatives, are properly incurred and therefore eligible for reimbursement by the LDC (collectively, the "**LDC Expenditure Policies**") that:
  - (i) are consistent with Laws and Regulations; and
  - (ii) have been approved by the LDC's board of directors (or equivalent) or an individual or committee authorized by such board.
- (b) The LDC will use the funds provided to it by the OPA hereunder in good faith and in a reasonable and prudent manner in accordance with the LDC Expenditure Policies and only for purposes solely related to the OPA-Contracted Province-Wide CDM Programs. Without limiting the generality of the preceding sentence, the LDC will:
  - (i) use the Program Administration Budget only for LDC Eligible Program Administration Expenses;
  - (ii) not exceed the permitted amounts for an LDC Eligible Program Administration Expense provided for in the LDC Expenditure Policies; and
  - (iii) follow competitive procurement processes unless a competitive procurement process is not required for a specific transaction pursuant to the LDC Expenditure Policies.

### **4.2 Program Administration Budget Amounts**

- (a) The OPA will provide pre-funding in accordance with Table 1 of Schedule A-5 to the LDC for LDC Eligible Program Administration Expenses incurred by the LDC during the Term in the performance of its obligations in respect of each Registered CDM Program. The total of such pre-funding in respect of a Registered CDM Program will not exceed such CDM Program's Program Administration Budget, as set forth in Section 1 of Schedule A-5, as such amount may be adjusted in accordance with the terms hereof.
- (b) Except as provided in this Section 4.2 for the C&I Program, the OPA will advance to the LDC semi-annually, but not earlier than the first Business Day of each January

and July of the Term, an amount calculated as the percentage of the Program Administration Budget for each applicable Registered CDM Program for the applicable six-month period as set forth in Table 1 of Schedule A-5; provided, however, that the OPA will only be required to advance funds pursuant to this Section 4.2(b) in respect of a CDM Program from the time that such CDM Program is Registered as provided in Section 3.2 or Section 3.3, as applicable. If the LDC has Registered to deliver the C&I Program when it comprises only the Initial C&I Initiatives, the OPA will advance on or before the 20<sup>th</sup> day following the C&I Program becoming a Registered CDM Program and receipt by the OPA of the invoice required by Section 4.6 half of the Program Administration Budget pre-funding amount payable for the first six-month period of the Term as set forth in Table 1 of Schedule A-5. On or before the 20<sup>th</sup> day following the Remaining C&I Initiatives becoming Registered Initiatives pursuant to Section 3.2(a) and receipt by the OPA of the invoice required by Section 4.6, the OPA will advance the remaining half of such first Program Administration Budget pre-funding amount. The LDC may only use the funds advanced pursuant to this Section 4.2(b) to pay LDC Eligible Program Administration Expenses as they become due. The LDC will not use any part of the Program Administration Budget for a Registered CDM Program to pay LDC Eligible Program Administration Expenses incurred in connection with another Registered CDM Program or any other matter.

#### **4.3 Participant Based Funding and Participant Incentives Payments**

The OPA will pay to the LDC monthly in accordance with the applicable Initiative Schedule the Participant Based Funding Amount and Participant Incentives, if any, for each Registered Initiative. For certainty, not all Initiatives provide for Participant Based Funding Amounts or Participant Incentives.

#### **4.4 Capability Building Funding Payments**

The OPA will pay to the LDC monthly in accordance with the applicable Initiative Schedule the Capability Building Funding Amount, if any, for each Registered Initiative. For certainty, not all Initiatives provide for Capability Building Funding Amounts.

#### **4.5 Cost Efficiency Incentive**

For each Registered CDM Program, the LDC is entitled to receive and retain from the funds of such Registered CDM Program's Program Administration Budget that remain unspent and not payable as incurred but unpaid LDC Eligible Program Administration Expenses at the end of the Term, an incentive (the "**Cost Efficiency Incentive**") as calculated pursuant to Schedule A-5, provided that:

- (a) no LDC Event of Default has occurred and is continuing;



- (b) LDC Eligible Program Administration Expenses are less than the Program Administration Budget for such Registered CDM Program;
- (c) the LDC has used Commercially Reasonable Efforts to achieve the Electricity Savings Target and the Peak Demand Savings Target for such Registered CDM Program; and
- (d) such Registered CDM Program has not been terminated pursuant to Article 10 or otherwise.

#### 4.6 Payment Procedure and Invoicing

- (a) The OPA will not be obligated to pay any amount pursuant to Sections 4.2 to 4.5, inclusive, unless it has received from the LDC invoices issued in accordance with this Section 4.6 with respect to Program Administration Budget pre-funding, Participant Based Funding Amounts, Capability Building Funding Amounts and Participant Incentives (in each case, plus Applicable Taxes) payable to the LDC by the OPA, as applicable.
- (b) The OPA will use Commercially Reasonable Efforts to provide functionality in the Program Management System to enable the creation and administration of billing reports for each Registered CDM Program ("**Billing Reports**"). Following notice from the OPA of the implementation of this functionality, the LDC will use the functions relating to the creation and administration of Billing Reports pursuant to the reasonable instructions received from the OPA, as such instructions may be reasonably amended or modified from time to time.
- (c) The LDC will invoice the OPA with respect to all Program Administration Budget pre-funding, Participant Based Funding Amounts, Capability Building Funding Amounts and Participant Incentives, and each invoice (other than for Program Administration Budget amounts) must attach the Billing Report that is generated by the Program Management System pertaining to such invoiced amounts. For certainty, invoices for Program Administration Budget pre-funding are for administration purposes and supporting information is not required to be submitted therewith by the LDC.
- (d) Prior to the implementation of the Billing Report functionality of the Program Management System, or if the OPA notifies the LDC that the Program Management System is not in service, the LDC will prepare invoices for submission to the OPA and will attach all supporting documentation and information to the invoice, all in form and substance acceptable to the OPA, acting reasonably, pursuant to this Section 4.6 and as may be further provided in the respective Initiative Schedules.
- (e) The LDC is entitled to invoice the OPA at any time for the period of time set forth in the invoice (the "**Billing Period**") for:

- (i) payment of the percentage of the Program Administration Budget for each Registered CDM Program payable to the LDC in the Billing Period (which must correspond with the payment schedule in Table 1 of Schedule A-5);
- (ii) payment of the Participant Based Funding Amount or the Capability Building Funding Amount, if any, for the Registered Initiatives for which the LDC performed its obligations in such Billing Period;
- (iii) advanced funding of the Participant Incentives that the LDC is required to pay to Participants pursuant to a Participant Agreement entered into by the LDC in respect of the Registered Initiatives; and
- (iv) funding of the Participant Incentives that the LDC is required to pay to Participants, or that the LDC directs the OPA to pay to a Participant or third party, pursuant to a Participant Agreement following the implementation of Eligible Measures pursuant to the Participation Agreement entered into by the LDC in respect of the Registered Initiatives,

(the total of such amounts being the "**Funding Amount**"). The LDC will provide one invoice to the OPA in respect of each Registered CDM Program for the Funding Amount for such Billing Period, clearly stating the Registered Initiatives and the types of payments pursuant to Sections 4.2 to 4.5, inclusive, comprising such Funding Amount, and as such invoice and the invoicing requirements in respect thereof, if any, may be provided for in the applicable Initiative Schedule.

- (f) The LDC will be paid by the OPA on or before the twentieth day (the "**Payment Date**") following receipt of an Invoice in accordance with this Section 4.6.
- (g) The OPA will have no obligation to pay any amount invoiced if the invoice was delivered to the OPA more than one hundred and fifty (150) days following the date on which the LDC's right to invoice the OPA for such payment arose, regardless of the invoice date.
- (h) The OPA may dispute any part of an invoice or withhold payment of any portion of any amounts due to the LDC under this Master Agreement if the OPA asserts in good faith that:
  - (i) any of the amounts requested for payment are not LDC Eligible Program Administration Expenses, Participant Based Funding Amounts, Capability Building Funding Amounts, Participant Incentives or are otherwise not in compliance with this Master Agreement; or
  - (ii) an invoice or supporting materials submitted by the LDC are not in accordance with the criteria specified in this Master Agreement.

- (i) The OPA will provide notice to the LDC of any such dispute or withholding within ten (10) Business Days of receipt of such invoice together with reasons for such rejection. The LDC will provide any additional information requested or take such other steps necessary to substantiate the invoice or correct any deficiency or error therein. The OPA may withhold payment of the disputed amount until the dispute or failure is resolved in accordance with this Section 4.6(i) and, for greater certainty, any such withholding will not thereby constitute or be deemed to constitute a default or breach by the OPA of this Master Agreement. If within twenty (20) Business Days of the LDC's receipt of such notice the Parties have not resolved the dispute or failure or the OPA has not notified the LDC that it will pay the withholding, the Parties will refer the dispute for resolution in accordance with the process set out in Article 13. Failure by the OPA to give notice of a dispute or failure or the payment by the OPA of an amount invoiced will not affect the OPA's right to later initiate a Dispute with respect to such amount, provided the OPA exercises the foregoing right within one hundred and twenty (120) days after having actual knowledge (including through the exercise of its audit rights pursuant to Section 7.1) that such amount should be the subject of a Dispute.

#### **4.7 Representations in Invoices**

- (a) Upon submission by the LDC of each invoice submitted pursuant to Section 4.6(a), such invoice will be deemed to contain the following representations from the LDC:

“LDC hereby represents to the Ontario Power Authority and acknowledges that the Ontario Power Authority is relying on such representations:

  - 1. This invoice is in relation to a Registered CDM Program.
  - 2. This invoice and the information provided herein are true and complete in all materials respects.
  - 3. The amounts in this invoice are all Program Administration Budget advances, Participant Based Funding Amounts, Capability Building Funding Amounts or Participant Incentives payable to the LDC in accordance with the terms and conditions of such Registered CDM Program and/or Registered Initiative.
  - 4. The LDC is in compliance with all of its obligations under the Master Agreement.”
- (b) If the LDC is unable to provide the representation contemplated by 4.7(a), it will provide notice to the OPA with a reasonably detailed explanation.

#### **4.8 Responsibility for Taxes**

- (a) In addition to any amounts payable to the LDC under this Agreement and in connection with the performance of its obligations or a Participant Incentive hereunder, the OPA will pay to the LDC any applicable HST and any other applicable sales or use taxes ("**Applicable Taxes**"). Where mandated, any Applicable Taxes collected by the LDC under this Section 4.8 will be held in trust and timely accounted for in a return filed by it with the Canada Revenue Agency, or other appropriate Governmental Authority, for the reporting period in which the liability for such Applicable Taxes arose. The LDC will provide to the OPA sufficient supporting documentation, as requested by the OPA, to facilitate and support the OPA in claiming input tax credits in respect of such amounts paid. In addition, if the OPA has reasonable grounds to challenge whether Applicable Taxes should be paid by the OPA on any such amounts, the LDC will use Commercially Reasonable Efforts to provide assistance to the OPA with such challenge.
- (b) The LDC will be responsible for all Taxes and amounts exigible on, imposed in respect of or relating to the revenues earned by the LDC in the performance of its obligations hereunder or attributable to any payments pursuant to Sections 4.2 to 4.5, inclusive, Taxes based on its own capital or net income, employment Taxes in respect of the LDC's personnel, and Taxes on any property owned by the LDC. In addition, the LDC will be responsible for all Applicable Taxes incurred by the LDC in the performance of its obligations hereunder. The LDC will be responsible for the arrangements to pay all such Taxes and Applicable Taxes in a timely manner when due and payable.

#### **4.9 Funding Payment Recovery**

If the LDC recovers funds from a Participant pursuant to a Participant Agreement or any other arrangement relating to a Registered Initiative, including by the enforcement of the LDC's rights pursuant to a Participant Agreement or otherwise, such funds will be repaid by the LDC to the OPA forthwith following receipt by the LDC.

- (c) any other reasonable costs incurred by the LDC in assisting the OPA to terminate such Registered CDM Program,

but not including forgone revenue or profit, or any costs or expenses that could have been mitigated.

**"Indemnifiable Loss"** has the meaning given to it in Section 11.3.

**"Indemnified Party"** means an LDC Indemnified Party or an OPA Indemnified Party.

**"Indemnifying Party"** means an LDC Indemnifying Party or an OPA Indemnifying Party.

**"Industrial"** means, with respect to a particular group composed of electricity consumers, General Service > 50 kW Accounts or Large Users that carry on an activity in the Province of Ontario falling into North American Industry Classification System categories 31, 32 and 33 (Manufacturing) or subcategories 113 (Forestry and Logging), 1153 (Support Activities for Forestry) and 212 (Mining, except Oil and Gases).

**"Initial C&I Initiatives"** has the meaning given to it in Section 3.2(a).

**"Initiating Party"** has the meaning given to it in Schedule A-4.

**"Initiative"** means one or more Measures, and the activities pursuant to which such Measure or Measures are delivered, and **"Initiatives"** means each such Initiative, collectively. The specific names of certain Initiatives are set forth in Schedule A-2.

**"Initiative Schedule"** means a Schedule that sets forth the terms and conditions of one or more Initiatives and, for greater certainty, includes each Additional Initiative Schedule.

**"Initiative Term"** has the meaning given to it in Section 10.1(b).

**"Insolvency Legislation"** means the *Bankruptcy and Insolvency Act* (Canada), the *Winding Up and Restructuring Act* (Canada) and the *Companies' Creditors Arrangement Act* (Canada) or any analogous legislation, and the bankruptcy, insolvency, creditor protection or similar laws of any other jurisdiction (regardless of the jurisdiction or competence of such law).

**"Intellectual Property Rights"** means:

- (a) any and all proprietary rights anywhere in the world provided under: (i) patent law; (ii) copyright law (including moral rights); (iii) trade-mark law; (iv) design patent or industrial design law; (v) semi-conductor chip or mask work or integrated circuit topography law; or (vi) any other statutory provision or common law principle applicable to this Agreement, including trade secret law, that may provide a right in either hardware, software, content, documentation, Confidential Information, Trade-marks, ideas, formulae, algorithms, concepts, inventions, processes or know-how generally, or the expression or use of such hardware, software, content,

documentation, Confidential Information, Trade-marks, ideas, formulae, algorithms, concepts, inventions, processes or know-how; and

- (b) any and all applications, registrations, licences, sub-licences, franchises, agreements or any other evidence of a right in any of the foregoing.

“kV” means kilovolt.

“kW” means kilowatt.

“kWh” means kilowatt hour.

“Large User” has the meaning given to such term as in the annual *Yearbook of Electricity Distributors*.

“Laws and Regulations” means:

- (a) applicable multi-national, international, federal, provincial or municipal laws, orders-in-council, by-laws, codes, rules, policies, regulations and statutes;
- (b) applicable orders, decisions, codes, manuals, interpretation bulletins, judgments, injunctions, decrees, awards, directives and writs of any court, tribunal, arbitrator, Governmental Authority or other Person having jurisdiction;
- (c) applicable rulings and conditions of any licence, permit, certificate, registration, authorization, consent and approval issued by a Governmental Authority; and
- (d) any requirements under or prescribed by applicable common law.

“LDC” has the meaning given to it in the preamble of this Master Agreement.

“LDC Custom Microsite” has the meaning given to it in Section 2.3(c).

“LDC Eligible Program Administration Expenses” means expenses of the LDC:

- (a) that comprise reasonable costs of the LDC incurred prior to the Effective Date associated with preparing for the launch of the CDM Programs in 2011;
- (b) are incurred after the Effective Date and are directly related to a Registered CDM Program;
- (c) are Immediate Wind-down Costs; or
- (d) are Post-Termination Administration Costs,

and that:

- (i) have been actually incurred by the LDC (except in the case of estimated Post-Termination Administration Costs), including by payment to an LDC Other Service Provider;
- (ii) do not include any LDC fees or mark-ups (which prohibited mark-ups include, for example, profit margin, management or other service fees, but do not include fully-burdened overhead allocated by the LDC in accordance with Ontario Energy Board's report of November 28, 2007, *Application of Cost Allocation for Electricity Distributors* (EB-2005-7-0667); and
- (iii) in the case of an expense for the purchase of a capital asset, include only the applicable yearly cost of such asset attributable to the asset during the period that is the shorter of the Term and the life of the asset, based on an amortization of the asset over its life in accordance with the approach to the amortization of comparable assets applied to the LDC by the OEB in connection with the LDC's regulated operations,

and, for certainty, are not Participant Incentives, supplements of Participant Incentives or expenses of the LDC for which the LDC has been paid a Capability Building Funding Amount or a Participant Based Funding Amount.

**"LDC Event of Default"** has the meaning given to it in Section 10.2.

**"LDC Expenditure Policies"** has the meaning given to it in Section 4.1.

**"LDC Indemnified Party"** has the meaning given to it in Section 11.4.

**"LDC Indemnifying Party"** has the meaning given to it in Section 11.3.

**"LDC Marks"** means the LDC marks that are provided by the LDC to the OPA from time to time.

**"LDC Microsite Pages"** has the meaning given to it in Section 2.3(b)(iii).

**"LDC Other Service Provider"** has the meaning given to it in Section 2.7(a).

**"LDC Property"** has the meaning given to it in Section 5.3(a).

**"Local Distribution Company"** means the owner or operator of a Distribution System that is licensed by the OEB as an electricity distributor.

**"Low Income"** means, with respect to a particular group of electricity consumers, electricity consumers that are below specified household income levels, are recipients of specified social benefits, are social and assisted housing residents or that satisfy other criteria established in an Initiative Schedule.

**"Major Change"** means a Change that is not a Minor Change.

**“Major Change Acceptance”** has the meaning given to it in Section 9(c) of Schedule A-4.

**“Major Change Notice Period”** has the meaning given to it in Section 9(b) of Schedule A-4.

**“Major Change Request”** has the meaning given to it in Section 9(a) of Schedule A-4.

**“Marketing Standards”** means in respect of the CDM Programs, the branding standards developed by the OPA, as modified from time to time pursuant to Section 2.3(a)(iv), setting out the requirements, standards and protocols applicable to the marketing of the CDM Programs and the Initiatives across all marketing channels.

**“Master Agreement”** means this Master CDM Program Agreement, including all recitals and Schedules, and Exhibits and Appendices attached to Schedules from time to time, as it or they may be amended, restated or supplemented from time to time.

**“Measures”** means: (i) any activity undertaken for the primary purpose of obtaining or effecting, directly or indirectly, CDM, including the installation, retrofit, replacement, modification or commissioning of equipment, systems, processes or behaviours that consume or result in the consumption of electricity; or (ii) any equipment, system or product related to the foregoing.

**“MFIPPA”** means *the Municipal Freedom of Information and Protection of Privacy Act* (Ontario).

**“Microsite”** has the meaning given to it in Section 2.3(a)(v).

**“Ministry Marks”** means the following trade-marks:

- (i) Cleaner Ontario in English
- (ii) Cleaner Ontario in French
- (iii) Phrase “Our Province. Our Future” in English
- (iv) Phrase “Our Province. Our Future” in French
- (v) Cleaner Ontario Logo in English
- (vi) Cleaner Ontario Logo in French

**“Ministry of Energy”** means Her Majesty the Queen in right of Ontario, as represented by the Minister of Energy.

**“Minor Change Notice Period”** has the meaning given to it in Schedule A-4.

**“Minor Changes”** has the meaning given to it in Section 2(b) of Schedule A-4.

**“Notice of Additional Initiative”** has the meaning given to it in Section 5(b) of Schedule A-4.