

**Commercial and Institutional Program –  
Energy Audit Initiative Schedule “C-1”**

**to Master CDM Program Agreement**

**ENERGY AUDIT INITIATIVE 2011 – 2014**

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**Commercial and Institutional Program (the "Program") –  
Energy Audit Initiative Schedule "C-1"**

**to Master CDM Program Agreement**

**ENERGY AUDIT INITIATIVE 2011 - 2014**

**RECITALS:**

1. The Initiative in this Schedule is the Energy Audit 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 incentives to owners and lessees of commercial and institutional facilities, multi-family buildings and agricultural facilities meeting the Eligibility Criteria for the Initiative, for the purpose of undertaking assessments to identify all possible opportunities to reduce electricity demand and consumption within their building or premises.
4. To accomplish this objective, the Initiative will provide Participants who are the owners of an Eligible Facility with Participant Incentives up to a maximum of \$35,000, excluding Applicable Taxes, for the completion of Energy Audits pursuant to the terms hereof.
5. The Initiative will also provide Participants who are lessees of an Eligible Facility with Participant Incentives up to a maximum of \$7,500, excluding Applicable Taxes, for the completion of Energy Audits where such Energy Audits may only be in respect of the lighting systems and electricity consuming equipment located in the Eligible Facility and may not be in respect of heating, cooling and ventilation systems or other fixtures.
6. The LDC, through its relationship with non-residential Distribution Consumers, will encourage and assist such non-residential Distribution Consumers to undertake and apply for this 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:

**"Demand Savings"** means the estimated reduction in electricity demand, expressed in kilowatts, as set out in the Energy Audit Report;



**“Detailed Analysis of Capital Intensive Modifications”** means a detailed analysis of capital-intensive modifications conducted in accordance with the requirements set out in Exhibit “C” hereof and which may only be conducted following the completion of an Electricity Survey and Analysis;

**“Electricity Survey and Analysis”** means a survey and engineering analysis of electricity usage within an Eligible Facility that is conducted in accordance with the minimum requirements set out in Exhibit “C”;

**“Eligibility Criteria”** means the Eligibility Criteria that must be satisfied to qualify as an Eligible Person, an Eligible Facility, an Energy Auditor or an Energy Audit as provided in Exhibit "A".

**“Eligible Facility”** has the meaning given to such term in Section 2 of Exhibit “A”;

**“Eligible Lessee”** has the meaning given to such term in Section 1(a)(ii) of Exhibit “A”;

**“Eligible Owner”** has the meaning given to such term in Section 1(a)(i) of Exhibit “A”;

**“Eligible Travel Expenses”** means the travel expenses incurred by an Energy Auditor for the purpose of conducting an Energy Audit as listed in Section 6.6 hereto;

**“Energy Audit”** means an Electricity Survey and Analysis and a Detailed Analysis of Capital Intensive Modifications;

**“Energy Audit for Eligible Lessees”** has the meaning given to such term in Section 6 of Exhibit “A”;

**“Energy Audit for Eligible Owners”** has the meaning given to such term in Section 5 of Exhibit “A”;

**“Energy Auditor”** means a third party service provider selected by an Eligible Person who meets the Eligibility Criteria in Section 4 of Exhibit “A”;

**“Energy Audit Report”** means a report of the Energy Auditor’s findings and recommendations upon completion of the Energy Audit, and, which shall, at a minimum, include the minimum requirements set out in Exhibit “C”;

**“Energy Savings”** means the estimated electricity savings achieved over the course of the first year after the completion of a Measure, expressed in kilowatt hours, as set out in the Energy Audit Report;

**“Equipment Replacement Incentive Initiative”** means the initiative which offers incentives to non-residential Distribution Consumers for upgrading to more energy-efficient equipment for Eligible Measures and is more fully described in Schedule “C-2”;

**“Head Office Application”** means an Application from a single Eligible Person who designates a Lead LDC and includes proposed Energy Audits in multiple LDC service areas;

**“Ineligible Facility”** has the meaning given to such term in Section 3 of Exhibit “A”;

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

**“Lead LDC”** has the meaning given to it in Section 4.1;

**“Multi-Family Building”** means a Facility which houses multiple residential tenants and falls within the General Service < 50 kW Account, the General Service > 50 kW Account or the Large User Account categories;

**“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;

**“Satellite LDC”** has the meaning given to such term in Section 4.1;

**“Schedule”** means this Schedule “C-1” and the exhibits attached hereto;

**“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; and

**“Third Party Contributions”** means any financial incentives provided by energy ratepayers or tax payers in the Province of Ontario for conducting the Energy Audits 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 “B”	Application and Participant Agreement
Exhibit “C”	Energy Audit Report Minimum Requirements

## **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 and to complete the Applications;
- (c) informing non-residential Distribution Consumers about training opportunities that may be made available by the OPA from time to time; and

## **Training**

- (d) ensuring that the LDC's relevant personnel are knowledgeable with respect to the Energy Audit for the purpose of approving the Application.

## **ARTICLE 3 APPLICATIONS, PARTICIPANT AGREEMENTS AND ENERGY AUDIT REPORTS**

### **3.1 Applications and Participant Agreements**

- (a) The LDC will manage the Application process, including making the Applications and Participant Agreements, without modification from the form and substance provided in this Schedule, available to each non-residential Distribution Consumer upon request.
- (b) Upon receipt of an Application the LDC will review such Application to determine whether such Application is a Head Office Application. If such Application is a Head Office Application and the LDC is designated as the Lead LDC, the LDC will take carriage of such Application as set out in Section 4.1.
- (c) The LDC will also notify the OPA of any Applications that it receives outside the LDC's service area and for which the LDC is not the Lead LDC so that the Application can be re-directed to the appropriate Local Distribution Company.
- (d) Once the LDC has determined that it is the appropriate recipient of the Application, it will further review the Application to confirm:
  - (i) that such Application is completed satisfactorily;
  - (ii) that all of the Eligibility Criteria have been met;
  - (iii) that the Application includes the name and contact information of the Energy Auditor;
  - (iv) that the Energy Auditor has provided evidence that it meets the Eligibility Criteria in Exhibit "A";

- (v) that evidence of the Square Footage of the Eligible Facility has been provided, as well as, if applicable, confirmation that only Facilities that are greater than 50,000 square feet in size will receive a Detailed Analysis of Capital Intensive Modifications;
  - (vi) where an Energy Audit will be conducted by an Eligible Lessee, to confirm that the Energy Audit will comply with Section 6 of Exhibit "A";
  - (vii) that the non-residential Distribution Consumer has agreed to the terms and conditions of the Participant Agreement, in the form attached hereto as Exhibit "B", without modification or amendment;
  - (viii) that if the Participant is an Eligible Owner or an Eligible Lessee of a Multi-Family Building, such Eligible Owner or an Eligible Lessee agrees that (i) prior to the commencement of an Energy Audit it will alert the residents of such Multi-Family Building that an Energy Audit is to take place, and (ii) it will provide a summary of the Energy Audit to the residents of such Multi-Family Building within 30 days after such Energy Audit is completed;
  - (ix) for Detailed Analysis of Capital Intensive Modifications, that the Participant has previously completed an Electricity Survey and Analysis for that Facility, or is applying to conduct an Electricity Survey and Analysis concurrently; and
  - (x) to confirm that the Energy Audit will be completed before September 30, 2014.
- (e) The LDC will not, without first obtaining the consent of the OPA:
- (i) waive or modify any of the Eligibility Criteria with respect to an Application; or
  - (ii) approve an Application for an Energy Audit that cannot be completed prior to September 30, 2014 and where any resulting Measures could not be reasonably capable of being implemented by December 31, 2014. If the LDC does accept an Application for an Energy Audit that cannot be completed within the foregoing time frames, the LDC will be responsible for payment of all applicable Participant Incentives and any other costs and expenses associated with such Energy Audit and the OPA will not be obligated to reimburse the LDC for such costs or expenses.

### **3.2 Approvals of Applications**

- (a) Before approving an Application, the LDC will confirm that the Application meets the requirements of Section 3.1(d).

- (b) If the LDC determines in respect of any Application that the requirements of Section 3.1(d) have not been met, then the LDC will not approve such Application and will so notify the applicant within 45 days after receipt of the Application. The LDC may, at the LDC's option, afford such applicant an opportunity to revise and re-submit its Application.
- (c) If the LDC approves an Application, the LDC will enter into a Participant Agreement and provide or otherwise make it available to the Participant within 45 days after receipt of the Application.

### **3.3 Energy Audit Report Requirements**

- (a) The LDC shall review the Energy Audit Report and shall approve only those Energy Audit Reports that satisfy the following requirements:
  - (i) all of the requirements with respect to Energy Audit Reports listed in Exhibit "C" have been met;
  - (ii) the applicable Participant Incentive was selected in accordance with Article 6 and was correctly calculated; and
  - (iii) the Participant has provided the LDC with a copy of the Energy Auditor invoice showing all amounts paid by the Participant.
- (b) If any of the requirements in subsection (a) above were not met, the LDC shall reject the Energy Audit Report and:
  - (i) document the reasons therefor;
  - (ii) not pay any Participant Incentives to the Participant;
  - (iii) advise the Participant of the deficiencies in the Energy Audit Report; and
  - (iv) provide the Participant with the opportunity to address the identified deficiencies and resubmit information in order to receive the applicable Participant Incentive.

### **3.4 Responsibility for Eligibility Criteria Being Met**

If there is a material breach of the Participant Agreement, 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 of the Participant Incentive, the LDC shall repay any amounts still held by the LDC or recouped by the LDC through the enforcement process.

## ARTICLE 4 HEAD OFFICE APPLICATIONS

### 4.1 LDC as Lead LDC

- (a) Where an non-residential Distribution Consumer has one or more Energy Audits for Facilities which are located in the service area of the LDC and of one or more other Local Distribution Companies, it is entitled to select the Local Distribution Company (the “**Lead LDC**”) to which it will submit a Head Office Application. All other Local Distribution Companies with proposed Energy Audits in their respective service areas and that have Registered for the Initiative will be considered “**Satellite LDCs**”.
- (b) The LDC will not accept a Head Office Application if the Application does not include an Eligible Facility in the LDC’s service area.
- (c) If the LDC is the Lead LDC in respect of a Head Office Application, it will:
  - (i) review the Head Office Application in accordance with Section 3.1 in connection only with the proposed Energy Audits in its service area, and will arrange for the Satellite LDCs to do the same with respect to the Energy Audits in their respective service areas;
  - (ii) subject to the Satellite LDCs performing their respective obligations under Section 4.2(b) and in reliance on any information provided by the Satellite LDCs, in accordance with Section 3.2, reject or approve such Head Office Application, and if it so approves, enter into a Participant Agreement with the Participant for all Energy Audits included in such Head Office Application;
  - (iii) for certainty, if the provisions of Section 3.2(b) have not been met with respect to any Energy Audit in such Head Office Application or any proposed Energy Audit cannot be implemented in a service area because the applicable Local Distribution Company has not Registered for the Initiative, the LDC will not accept such Application and will so notify such applicant. The LDC may, at the LDC’s option, afford such applicant an opportunity to revise and re-submit its Application;
  - (iv) be the lead contact for the Participant for all Energy Audits included in an approved Head Office Application;
  - (v) coordinate with the Satellite LDCs in order to administer and manage the Participant Agreement;
  - (vi) coordinate with the Satellite LDCs in order to fulfill its obligations and responsibilities hereunder, and to permit the Satellite LDCs to perform their respective obligations and responsibilities under this Initiative with respect to the Energy Audits in such Head Office Application; and

- (vii) after receiving notice from the Satellite LDCs that the approved Energy Audits in all service areas have been completed, pay the applicable Participant Incentive to the Participant for all Energy Audits included in the Participant Agreement pursuant to Article 6.

#### **4.2 Satellite LDC Obligations**

- (a) If the LDC is notified by a Lead LDC or otherwise that it is a Satellite LDC under a Head Office Application, the LDC will obtain from the Lead LDC the relevant appendices included in the Head Office Application that relate to proposed Energy Audits in its service area.
- (b) If Section 4.2(a) applies, the LDC will perform the obligations provided in Section 3.1(c) to 3.1(e), inclusive, as if the LDC had received an Application for the Energy Audits in its service area directly, except that the LDC will communicate with the Lead LDC and not with the Participant.
- (c) If Section 4.2(a) applies, the LDC will provide the Lead LDC with all support, supporting documentation and information that the Lead LDC reasonably requires to administer, manage and enforce the Participant Agreement and service the Participant.
- (d) For certainty, if Section 4.2(a) applies, the LDC will have no obligation to pay the Participant Incentive nor enter into a Participant Agreement.

### **ARTICLE 5 AMENDMENTS TO APPROVED APPLICATIONS AND PARTICIPANT AGREEMENTS**

#### **5.1 Amendments to Approved Applications and Participant Agreements**

Where a Participant wishes to amend an Application and related Participant Agreement previously approved by the LDC, the LDC will review such proposed amendment to determine whether the amendment results in a change to a Head Office Application and if so, will confirm whether it is designated as the Lead LDC, and if so, will take carriage of the proposed amendment. Once the LDC has determined that it is the appropriate recipient of the amendment it will further review the proposed amendment to confirm that in respect of the proposed amendment all the requirements of Section 3.1(d), as applicable are met. Once the foregoing is confirmed, the LDC may amend the applicable Application and Participant Agreement to reflect such amendment.

**ARTICLE 6**  
**PARTICIPANT AGREEMENT MANAGEMENT,**  
**PARTICIPANT INCENTIVES AND ELIGIBLE TRAVEL EXPENSES**

**6.1 Participant Agreement Management**

The LDC will ensure that each Participant agrees to be bound by the Participant Agreement attached at Exhibit "B". The LDC will manage the Participant Agreement, including enforcing it in accordance with Section 2.8(c) of the Master Agreement. If the LDC is a Satellite LDC, it will perform the necessary functions to ensure that the Lead LDC is able to fulfil this obligation.

**6.2 Payment of Participant Incentive**

The LDC shall only approve and pay Participant Incentives and reimbursement for Eligible Travel Expenses, pursuant to a Participant Agreement where:

- (a) the Eligibility Criteria have been met including, if applicable, confirmation that an Energy Audit conducted by an Eligible Lessee has been conducted in accordance with the requirements of an Energy Audit for Eligible Lessees;
- (b) the LDC confirms that each Energy Audit subject to such Participant Agreement has been completed by reviewing the completed Energy Audit Report, supporting documentation and invoices from the Energy Auditor;
- (c) the Energy Audit Report meets all of the requirements listed in Exhibit "C";
- (d) the Participant has paid or shall pay a minimum of 50% of cost of the Energy Audit as set out in the invoice from the Energy Auditor;
- (e) the Participant Incentive is the applicable incentive listed in Article 6 and is correctly calculated;
- (f) if the Participant Incentive is being paid to a Participant who is:
  - (i) an Eligible Owner and who has conducted an Electricity Survey and Analysis, such incentive will be paid to such Participant in accordance with Section 6.3;
  - (ii) an Eligible Owner and who has conducted a Detailed Analysis of Capital Intensive Modifications, such incentive will be paid to such Participant in accordance with Section 6.4; and
  - (iii) an Eligible Lessee and who has conducted an Electricity Survey and Analysis, such incentive will be paid to such Participant in accordance with Section 6.5;
- (g) the Eligible Travel Expenses meet all of the eligibility requirements and are correctly calculated in accordance with Section 6.6;



- (h) each Energy Audit subject to such Participant Agreement has been completed on or before September 30, 2014;
- (i) each completed Energy Audit Report was provided to the OPA by the LDC within 90 days of the Energy Audit being completed and before December 31, 2014;
- (j) copies of invoices from the Energy Auditor to the Participant are provided by the Participant to the LDC within 90 days of the completion of the Energy Audit;
- (k) evidence showing that the Participant has paid or shall pay the Energy Auditor for Eligible Travel Expenses has been provided to the LDC; and
- (l) in respect of Participants who are owners or lessees of Multi-Family Buildings, within 30 days of an Energy Audit being completed, such owner, manager or authorized person has provided a summary of the Energy Audit findings and any plans or recommendations to the residents of such Multi-Family Building and such owner or lessee has provided tips to residents to reduce electricity consumption.

**6.3 Determination of Participant Incentives for an Electricity Survey and Analysis – Eligible Owner**

- (a) Where the Participant is the Eligible Owner of an Eligible Facility up to 30,000 Square Feet:
  - (i) The Participant Incentive that the Participant may be eligible to receive pursuant to Section 6.2 is \$0.10 per Square Foot of the Eligible Facility up to the maximum Participant Incentive calculated in subsection (ii) below.
  - (ii) The maximum Participant Incentive for an Electricity Survey and Analysis is (50% of X) – Y, where

X = the lower of: (I) the actual cost incurred to prepare the Electricity Survey and Analysis as set out in the Energy Auditor invoice, and (II) the amount estimated in the Application

Y = any Third Party Contributions

in each case, excluding Applicable Taxes.

- (b) Where the Participant is the Eligible Owner of an Eligible Facility that is larger than 30,000 Square Feet, the Participant Incentive that the Participant may be eligible to receive pursuant to Section 6.2 is:
  - (i) \$3,000 for the first 30,000 Square Feet;

- (ii) plus \$0.05 per Square Foot for each incremental Square Foot, up to the maximum calculated in subsection (iii) below;
  - (iii) The maximum Participant Incentive for an Electricity Survey and Analysis is the lesser of:
    - A.  $(50\% \text{ of } X) - Y$ , where
      - X = the lower of: (I) the actual cost incurred to prepare the Electricity Survey and Analysis as set out in the Energy Auditor invoice, and (II) the amount estimated in the Application
      - Y = any Third Party Contributions
    - B. \$25,000,
- in each case, excluding Applicable Taxes.

#### **6.4 Determination of Participant Incentives for a Detailed Analysis of Capital Intensive Modifications – Eligible Owner**

Where the Participant is the Eligible Owner of an Eligible Facility that is larger than 50,000 Square Feet in size:

- (a) The Participant Incentive that the Participant may be eligible to receive pursuant to Section 6.2 is \$0.05 per Square Foot of the Eligible Facility up to the maximum Participant Incentive calculated in subsection (b) below.
  - (b) The maximum Participant Incentive for a Detailed Analysis of Capital Intensive Modifications is the lesser of:
    - (i)  $(50\% \text{ of } X) - Y$ , where
      - X = the lower of: (I) the actual cost incurred to prepare the Detailed Analysis of Capital Intensive Modifications as set out in the Energy Auditor invoice, and (II) the amount estimated in the Application
      - Y = any Third Party Contributions
    - (ii) \$35,000, minus any Participant Incentive previously paid or to be paid to the Participant for an Electricity Survey and Analysis on that Facility pursuant to Section 6.3 above,
- in each case, excluding Applicable Taxes.

#### **6.5 Determination of Participant Incentives for an Electricity Survey and Analysis – Eligible Lessee**

Where the Participant is an Eligible Lessee of an Eligible Facility:

- (a) The Participant Incentive that the Participant, who is an Eligible Lessee, may be eligible to receive pursuant to Section 6.2 is \$0.03 per Square Foot of the Eligible Facility that is the subject of the Energy Audit up to the maximum Participant Incentive for Eligible Lessees calculated in subsection (b) below.
- (b) The maximum Participant Incentive for Eligible Lessees for an Electricity Survey and Analysis is the lesser of:
  - (i)  $(50\% \text{ of } X) - Y$ , where  
  
X = the lower of: (I) the actual cost incurred to prepare the Electricity Survey and Analysis as set out in the Energy Auditor invoice, and (II) the amount estimated in the Application  
  
Y = any Third Party Contributions
  - (ii) \$7,500,in each case, excluding Applicable Taxes.

## **6.6 Determination of Eligible Travel Expenses**

The Eligible Travel Expenses that the Participant may be eligible to receive pursuant to Section 6.6 will be 50% of the costs incurred by the Energy Auditor while traveling, including the costs of hotels, and excluding the costs of meals, beverages and entertainment, and invoiced to the Participant, up to a maximum of \$1,000, provided that:

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

## **ARTICLE 7 PAYMENT TO LDC**

### **7.1 Payment to LDC**

- (a) The LDC will select the applicable Participant Incentives, and will calculate the Participant Incentive and the reimbursement amount of Eligible Travel Expenses in accordance with Article 6.
- (b) The LDC will, subject to the invoicing provisions of Section 4.6 of the Master Agreement, invoice the OPA for the applicable Participant Incentive and the Eligible Travel Expenses when the applicable Participant Incentives and Eligible Travel Expenses become payable to the Participant. In addition to the requirements of Section 4.6 of the Master Agreement the LDC will provide to the OPA information to support the calculation of Participant Incentives, including supporting evidence for all costs.
- (c) The OPA shall pay the LDC as set out in Section 4.6 of the Master Agreement.
- (d) The Participant Incentives do not include Applicable Taxes. Consistent with Section 4.7 of the Master Agreement, the LDC is responsible, in accordance with Laws and Regulations, for collecting, from the OPA, and remitting Applicable Taxes in respect of completed Energy Audits.

## **ARTICLE 8 DATA REQUIREMENTS**

### **8.1 Documentation and Data to be Provided to the OPA by the LDC**

Unless otherwise available through the Program Management System, the LDC will remit to the OPA for all approved Energy Audit Reports, on at least a monthly basis, the following data in a format to be provided by the OPA:

- (a) all data from approved Applications and supporting documentation;
- (b) all data from approved Energy Audit Reports and supporting documentation; and
- (c) data from any Energy Auditor invoices.

## **EXHIBIT A ELIGIBILITY CRITERIA**

### **1. Eligible Person**

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

- (a) be a Distribution Consumer that is not a Residential consumer; and
  - (i) own the Eligible Facility within which the proposed Energy Audit is to be conducted (the “**Eligible Owner**”); or
  - (ii) lease the Eligible Facility within which the proposed Energy Audit is to be conducted and have the right to have the Energy Audit conducted either as a condition of the lease or with the consent or authorization of the owner or operator of the Eligible Facility (the “**Eligible Lessee**”).

### **2. Eligible Facility**

To be an Eligible Facility under this Initiative, a Facility must:

- (a) be in the LDC’s service area;
- (b) must be individually or bulk metered by the LDC, and that meter is the subject of a General Service < 50 kW Account, a General Service > 50 kW Account or a Large User Account; and
- (c) for a Detailed Analysis of Capital Intensive Modifications, be at least 50,000 Square Feet in size.

### **3. Ineligible Facilities**

None of the following Facilities qualify as an Eligible Facility (each an “**Ineligible Facility**”):

- (a) Facilities for which an Energy Audit was previously conducted under this Initiative;
- (b) Facilities which have received funding through the City of Toronto – Better Buildings and Partnership New Construction Program or the Enbridge High Performance New Construction Program or the Commercial and Industrial New Construction and Major Renovation Initiative 2011 to 2014 within the last two years; and
- (c) Facilities for which an energy audit covering electricity usage was completed within the previous two calendar years.

### **4. Energy Auditor:**

To be an eligible Energy Auditor under this Initiative, the Energy Auditor must:

- (a) be a Person who conducts Energy Audits and who has the following qualifications:
  - (i) is a professional engineer (“**P.Eng.**”), a certified engineering technologist (“**CET**”), a certified energy manager or a certified measurement and verification professional; who has at least three years of relevant experience evaluating energy systems in buildings; or
  - (ii) an engineer-in-training under the supervision of a P.Eng. or a CET only if a qualified and experienced person as described in (i) above certifies and signs the Audit Report; and
- (b) be a third party to the Participant.

## 5. **Energy Audit for Eligible Owners**

To be an eligible Energy Audit for Eligible Owners under this Initiative, the Energy Audit must (collectively, referred to as the “**Energy Audit for Eligible Owners**”):

- (a) not have commenced prior to the approval of the Application;
- (b) be completed by a third party Energy Auditor with appropriate documentation of expenses incurred. Energy Audits performed by an employee of a Participant will not be eligible for Participant Incentives;
- (c) be completed by September 30, 2014 and all completed Energy Audit Reports, together with all supporting documentation in connection therewith, must be submitted on or before December 31, 2014 to the LDC;
- (d) for a Detailed Analysis of Capital Intensive Modifications is conducted, the Facility must be larger than 50,000 Square Feet; and
- (e) for Detailed Analysis of Capital Intensive Modifications, an Electricity Survey and Analysis must already have been completed for that Facility, or the Participant has submitted to conduct an Electricity Survey and Analysis concurrently.

## 6. **Energy Audit for Eligible Lessees**

To be an eligible Energy Audit for Eligible Lessees, the Energy Audit must (collectively, referred to as the “**Energy Audit for Eligible Lessees**”):

- (a) be conducted in accordance with the Energy Audit for Eligible Owners in Section 5 above; and
- (b) only be in respect of the lighting systems and electricity consuming equipment located in the Eligible Facility and may not be in respect of heating, cooling and

ventilation systems or other fixtures, other than lighting systems, located in the Eligible Facility.

**EXHIBIT B  
APPLICATION AND PARTICIPANT AGREEMENT**

**[INSERT INITIATIVE MARKETING NAME]**

THE APPLICANT MUST SIGNIFY ITS ACCEPTANCE OF THE TERMS AND CONDITIONS OF THIS  
APPLICATION (THE "**APPLICATION**")  
AND THE ACCOMPANYING PARTICIPANT AGREEMENT (TOGETHER, THE "**AGREEMENT**")  
BEFORE FORWARDING TO INSERT LDC NAME HERE (the "**LDC**")

Insert LDC Logo 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  
APPLICANT.

To the Applicant: ALL REQUIRED fields must be completed in order for the Application to be  
accepted for review by the LDC.

*Please check each box to confirm the required documentation is submitted to the LDC as part of your  
application:*

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

**THIS APPLICATION MAY BE REJECTED BY YOUR LDC FOR ANY REASON.** Prior to commencing your  
energy audit(s), ensure that the LDC has approved this Application and your Participant Agreement.

---

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

---

LEGAL NAME OF PARTICIPANT

ON

ADDRESS

CITY

PROVINCE

POSTAL  
CODE

---

LDC ACCOUNT #

CHECK ONE:

☐

OWNER

☐

TENANT/LEASEHOLDER

HST REGISTRANT #

---

**2. Contact Information:**

---

NAME AND TITLE OF CONTACT

ON

ADDRESS

CITY

PROVINCE

POSTAL CODE

DAY PHONE

FAX

EMAIL

---

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



This Application is for Facilities both inside and outside the LDC's service area: ☐ YES ☐ NO

The Participant elects the LDC listed below as the Lead LDC.

[LDC] Shall be the Lead LDC

**4. List of Appendices**

**APPENDIX A:  
ENERGY AUDIT INFORMATION**

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

**1. The Energy Audit described herein is to be completed in the service area of the:**

Lead LDC: ☐

Satellite LDC: ☐

Name of LDC:

**2. Facility (where Energy Audit is to be conducted):**

FACILITY NAME (if applicable)

ON

ADDRESS

CITY

PROVINCE

POSTAL CODE

**3. 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 – Clinic              | <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                |                                                  |

**4. Facility Characteristics:**

TOTAL FACILITY SQUARE FOOTAGE:  
FLOORS:

☐ Square Feet\*

ESTIMATED NUMBER OF

ESTIMATED ANNUAL CONSUMPTION (kWh) (optional):  
DEMAND (kW) (optional):

ESTIMATED SUMMER PEAK

YEAR BUILDING WAS BUILT:

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

**5. Energy Audit:** (Please select the type of energy audit to be conducted. Please refer to Schedule 1 for Eligibility Requirements and Schedule 2 for Energy Audit Report content)

Electricity Survey and Analysis (for all Facilities): ☐

Detailed Analysis of Capital Intensive Modifications (for Facilities larger than 50,000 Square Feet\*): ☐

\*Refer to Facility Square Footage in Box 4.

**6. Estimated Energy Audit Timelines:**

ESTIMATED ENERGY AUDIT START DATE: (DD/MM/YYYY)

ESTIMATED ENERGY AUDIT COMPLETION DATE: (DD/MM/YYYY)

**7. Estimated Energy Audit Costs:**

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

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

ESTIMATED ENERGY AUDITOR TRAVEL EXPENSE: \$

**8. Have you received any Third Party contributions (i.e., financial incentives associated with Energy Audits generally funded by energy ratepayers or taxpayers of the Province of Ontario) for the proposed Energy Audit through [Name of Lead LDC/Name of Satellite 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. Instructions for calculating Estimated Participant Incentive:** (Please complete either Tables A, B or C based on your choice in Box 7 and whether you are the owner or the lessee of the Facility)

**Estimated Electricity Survey and Analysis Incentive (Table A) – for OWNERS:**

A.	Enter Facility Square Footage (refer to Square Footage in Box 4)	
B.	If Facility Square Footage is less than 30,000, multiply A by \$0.10	
C.	If Facility Square Footage is more than 30,000, calculate $\$3,000 + [(A - 30,000) * \$0.05]$	
D.	Enter either B or C based on your Facility Square Footage	

E.	To calculate <b>Maximum Estimated Electricity Survey and Analysis Participant Incentive</b> follow steps E1 to E3:	
E1.	Multiply the Estimated Electricity Survey and Analysis Cost (from Box 7) by 50%	
E2.	Subtract Third Party Contributions (as specified in Box 8) from E1	
E3.	Enter the lesser of E2 or \$25,000	
F.	<b>Estimated Electricity Survey and Analysis Participant Incentive:</b> Enter the lesser of D or E3	

**Estimated Detailed Analysis of Capital Intensive Modifications Incentive (Table B) – for OWNERS:**

A.	Enter Facility Square Footage (refer to Square Footage in Box 4)	
B.	Multiply A by \$0.05	
C.	To calculate the <b>Maximum Estimated Detailed Analysis of Capital Intensive Modifications Participant Incentive</b> follow steps C1 to C3::	
C1.	Multiply the Estimated Detailed Analysis of Capital Intensive Modifications Cost (from Box 7) by 50%	
C2.	Subtract Third Party Contributions (as specified in Box 2) from C1	
C3.	Enter the lesser of C2 or (\$35,000 –the <b>Estimated Electricity Survey and Analysis Participant Incentive</b> from line F in Table A)	
D.	<b>Estimated Detailed Analysis of Capital Intensive Modifications Participant Incentive:</b> Enter the lesser of B or C3	

**Estimated Electricity Survey and Analysis Incentive (Table C) – for TENANTS:**

A.	Enter Facility Square Footage (refer to Square Footage in Box 4)	
B.	Multiply A by \$0.03	
C.	To calculate the <b>Maximum Estimated Electricity Survey and Analysis Incentive</b> follow steps C1 to C3:	
C1.	Multiply the Estimated Electricity Survey and Analysis Cost (from Box 7) by 50%	
C2.	Subtract Third Party Contributions (as specified in Box 8) from C1	
C3.	Enter the lesser of C2 or \$7,500	
D.	<b>Estimated Electricity Survey and Analysis Participant Incentive (excluding applicable taxes):</b> Enter the lesser of B or C3	

**ESTIMATED ELIGIBLE TRAVEL EXPENSES Incentive**

A.	Enter estimated Eligible Travel Expenses (see Schedule 2)	
B.	Multiply A by 50%	
C.	Enter the greater of B or \$1000	
D.	<b>Estimated Eligible Travel Expenses:</b> Enter the amount in C	

**10. ENERGY AUDITOR**

Name of Energy Auditor (firm): \_\_\_\_\_

Name of Energy Auditor (individual): \_\_\_\_\_

# 11. Participant's Certification Statement (required):

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

1. all information in this Application, including all attached documentation, is true and complete;
2. the Participant agrees that the Estimated Participant Incentive calculated in Box 7 is an estimate only and will be adjusted on completion of the Energy Audit in accordance with the Participation Agreement;
3. the Facility (ies) where the Energy Audits will be implemented is/are customer(s) of the LDC (or the Lead LDC and the Satellite LDCs);
4. the Participant would not otherwise have undertaken the Energy Audits without the financial support and participation of **[INSERT NAME OF LDC]**;
5. the Participant understands and agrees to the terms and conditions as set forth in this Application and the Participant Agreement;
6. the Participant understands and agrees that if this Application is accepted by the LDC, it will be bound by the terms and conditions **[on reverse]**; and
7. 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 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. 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.

PARTICIPANT NAME (NAME OF LEGAL ENTITY):

AUTHORIZED SIGNATURE:

DATE:

NAME:

TITLE:

I have authority to bind the

\* please print and send an original copy with signatures to **[the LDC/Lead LDC/Satellite LDC]**

## 12. For LDC Use Only

Application Number: \_\_\_\_\_

### APPLICATION APPROVAL

APPROVED ESTIMATED PARTICIPANT INCENTIVES:

### PARTICIPANT APPROVAL

ESTIMATED PARTICIPANT INCENTIVES

INCENTIVE

PAYMENT

PAYMENT AMOUNT:

AUDIT APPLICATION NUMBER:

DATE APPLICATION APPROVED (MM/DD/YYYY):

APPROVED BY:

[LDC NAME]

AUTHORIZED  
SIGNATURE

DATE:

NAME:

TITLE:

AUTHORIZED  
SIGNATURE

DATE:

NAME:

TITLE:

## 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. **AMOUNT AND FORM OF PARTICIPANT INCENTIVE:** The Participant acknowledges that the Estimated Participant Incentive (as set forth in Box 7 of Appendix A) is an estimate only. The amount payable by the LDC (the "Participant Incentive") subject to the terms and conditions of this Participant Agreement (the "Agreement"), will be calculated pursuant to Schedule 3.
2. **CONDITIONS PRECEDENT TO PAYMENT OF PARTICIPANT INCENTIVE:** The LDC will, subject to the terms and conditions of this Agreement and the Application, pay to the Participant a Participant Incentive for the completion of the Energy Audit described in Box 5 of each Appendix A (each a "Energy Audit" and collectively referred to as the "**Energy Audits**"). In addition to the other provisions hereof, payment of the Participant Incentive is subject to and conditional upon the following terms and conditions:
  - (a) the Participant, the Facility, the Energy Auditor and the Energy Audit meet all applicable Eligibility Criteria specified in Schedule 1;
  - (b) the Participant will complete each of the Energy Audits described in the Appendices by the Completion Date specified in Box 6 of Appendix A but in no event after September 30, 2014;
  - (c) the Energy Audit Reports contain, at minimum, the information specified in Schedule 3.
  - (d) if the Facility houses multiple residential tenants and is the subject of a General Service <50kW account, a General Service >50kW account or a Large User Account (a multi-family building) (i) prior to the commencement of an Energy Audit, the Participant has alerted the residents of such multi-family building that an Energy Audit is to take place, and (ii) the Participant has provided a summary of the Energy Audit to the residents of such multi-family building within 30 days after such Energy Audit is completed;
  - (e) the Participant has paid or will pay a minimum of 50% of the cost of the Energy Audit as shown on the invoice from the Energy Auditor; and
  - (f) the Participant has reimbursed the Energy Auditor for all travel expenses used to calculate Eligible Travel Expenses.
3. **WITHIN 90 DAYS AFTER COMPLETION OF THE ENERGY AUDIT**, the Participant shall submit a fully completed Post-Energy Audit Report Submission Form (in the form of Appendix B to the Application) together with:
  - (a) the Energy Audit Report to the LDC.
  - (b) the invoice from the Energy Auditor clearly stating the amount of fees payable or paid by the Participant;
  - (c) the invoice from the Energy Auditor stating any travel expenses payable or paid by the Participant; and
  - (d) any other evidence as the LDC may require.

The Participant shall provide the LDC with any other additional supporting information that it may reasonably require and the LDC will have the right, in its absolute discretion, to decide whether to

accept the information/evidence provided. Upon acceptance by the LDC of the Energy Audit Report and other evidence/information provided by the Participant pursuant to the terms and conditions of this Agreement and subject to such terms and conditions, the LDC shall pay the Participant Incentive as a lump sum payment, within 60 days after submission of the Energy Audit Report Submission Form.

4. **EVENTS OF DEFAULT.** An event of default shall occur if the Participant does not perform or comply with any term or condition of this Agreement or if any representation, warranty or certification made by the Participant is untrue, incomplete or inaccurate, and in either case is not corrected within 30 days after notice from the LDC ("Event of Default"). If an Event of Default occurs, the LDC may immediately terminate this Agreement immediately upon written notice to the Participant without payment of any amount, liability or any other obligation.

5. **PUBLICITY:** With the Participant's prior consent, the LDC and the Ontario Power Authority (the "OPA") may publicize the Participant's participation in the Initiative and any other about the Participant's Energy Audit.

6. **HEAD OFFICE APPLICATIONS:** This section will apply if the Participant has Projects in the service areas of more than one local electricity distribution company. If the Participant has completed Box 3 of the Application and selected one local electricity distribution company (the "Lead LDC") to coordinate the activities of all other local electricity distribution companies (the "Satellite LDCs"), then the Participant agrees and acknowledges that:

- (i) subject to the terms and conditions of this Agreement, it will receive payment of the Participant Incentive from the Lead LDC only after all Energy Audits in all Appendices are complete;
- (ii) it has the ability to perform its obligations in respect of each Energy Audit;
- (iii) it will co-operate with the Lead LDC and have its personnel at the Facilities in the service areas of the Satellite LDCs co-operate with the Satellite LDCs;
- (iv) the Lead LDC may provide to, and receive from, each Satellite LDC information from the Applicant that may be required in respect of this Agreement; and
- (v) if a Satellite LDC is not participating in the Initiative, the Application will not be accepted and the proposed Energy Audits in that Satellite LDC's service area may be removed from the Application and such Application may be subsequently resubmitted.

7. **THIRD PARTY CONTRIBUTIONS:** The Participant represents, warrants and agrees that (a) except as set out in the Application, it has not received, is not receiving nor will receive any financial incentives generally funded by energy ratepayers or taxpayers of the Province of Ontario or rebates from manufacturers or wholesalers or other supply chain participants for an Energy Audit; and (b) it owns the Facility or has the authority to have the Energy Audit performed at the Facility, and any recommended measures implemented.

8. **EVALUATION, MEASUREMENT AND VERIFICATION, AUDIT:** The Participant will participate in any surveys, studies, audits, evaluations or verifications conducted by the LDC or the OPA or their respective service providers (collectively, 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.

9. **ENVIRONMENTAL ATTRIBUTES:** All right, title and interest in and to all benefits or entitlements associated with decreased environmental impacts now or in the future, direct or indirect, arising as a result of, relating to or in connection with the electricity savings or demand savings for which

the Participant Incentive has been paid, and the right to quantify and register these, including without limitation, any energy efficiency certificate, renewable energy certificate, credit, reduction right, offset, allocated pollution right, emission reduction allowance (collectively, the "Environmental Attributes") are hereby transferred and assigned, or to the extent transfer or assignment is not permitted, held in trust for, by the Participant to the LDC and its successors and assigns. The LDC shall be entitled, unilaterally and without the consent of the Participant, to deal with such Environmental Attributes in any manner it determines. The Participant acknowledges that the LDC has further transferred and assigned to the 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.

10. **NO WARRANTY:** Except as specifically set forth or referenced in this Agreement, there are no representations, warranties, or conditions of either party to this Agreement, express, implied, statutory or otherwise, regarding any matter, including any implied warranties or conditions of quality, workmanship, safety, legal compliance or fitness for a particular purpose. Without limiting the generality of the foregoing, the Participant acknowledges that its participation in the 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.
11. **ASSIGNMENT:** This Agreement will enure to the benefit of and be binding upon the parties and their respective successors and assigns. This Agreement will not be assigned to another person other than an affiliate except with the prior written consent of the LDC, which consent may not be unreasonably withheld or delayed.
12. **SUBCONTRACTING BY THE LDC:** The LDC may subcontract any of its responsibilities under this Agreement to an affiliate or a third party.
13. **MISCELLANEOUS:** Except as otherwise provided, this Agreement constitutes the entire agreement between the parties in connection with its subject matter and supersedes all prior representations, communications, negotiations and understandings, whether oral, written, express or implied, concerning the subject matter of this Agreement. This Agreement may not be varied, amended or supplemented except by an agreement executed by both of the parties. Each of the parties will, from time to time, on written request of the other party, do all such further acts and execute and deliver or cause to be done, executed and delivered all such further things as may be reasonably required in order to fully perform and to more effectively implement the terms of this Agreement. This Agreement will be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein. The invalidity, unenforceability or illegality of any provision in this Agreement will not, to the extent permitted by applicable law, affect the validity, enforceability or legality of any other provision of this Agreement, which will remain in full force and effect.
14. **TERM AND TERMINATION:** Except as provided in this Agreement, this Agreement will terminate upon payment of all applicable Participant Incentives, upon notice from the LDC following an Event of Default, or as otherwise determined by the LDC in its reasonable discretion. The provisions of Box 6 of the Application and Sections 8, 9 and 10 of this Agreement will survive the termination of this Agreement.
15. **THIRD PARTY BENEFICIARIES:** Except as provided in Sections 5, 8 and 9, this Agreement is solely for the benefit of:
  - (a) the LDC, and its successors and assigns, with respect to the obligations of the Participant under this Agreement, and



(b) the Participant, and its successors and permitted assigns, with respect to the obligations of the LDC under this Agreement;

and this Agreement will not be deemed to confer upon or give to any other person any claim or other right or remedy.

16. **COVENANT NOT TO INCREASE RENT:** If the Participant is an owner or operator of a Facility which permits tenants to occupy rental units subject to the *Residential Tenancies Act*, 2006 (the "RTA"), the Participant shall not use the Participant Incentives as a basis for applying to the Landlord and Tenant Board (being the "Board" in the RTA), for an increase in the annual rent amounts paid by such tenants above the annual rent-increase guideline permitted under the RTA.
17. Each party to this Agreement will comply, in all material respects, with all laws and regulations required to be complied with in the performance of its obligations hereunder.
18. **FACSIMILE/ELECTRONIC SIGNATURES:** This Agreement may be executed and delivered by facsimile transmission or by any other method of electronic execution and the parties may rely upon all such signatures as though such signatures were original signatures.

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

---

PARTICIPANT/LEGAL  
COMPANY NAME:

AUTHORIZED  
SIGNATURE:

DATE:

NAME:

TITLE:

## SCHEDULE 1 ELIGIBILITY CRITERIA

### 1. Participant Eligibility Criteria

- (a) The Participant must be an electricity consumer that is directly connected to, or behind the meter of another electricity consumer connected to, the LDC's distribution system and is in the LDC's service area;
- (b) The Participant must not be classified as "residential" in the most recent *Yearbook of Electricity Distributors* published by the LDC; and
- (c) The Participant must own the Facility or lease the Facility and have the right to have the Energy Audit conducted either as a condition of the lease or with the consent or authorization of the owner or operator of the Eligible Facility.

### 2. Facility Eligibility Criteria

- (a) The Facility must be in the LDC's service area;
- (b) The Facility must be individually or bulk metered by the LDC, and the subject of a General Service < 50 kW Account, a General Service > 50 kW Account or a Large User Account; and
- (c) For a Detailed Analysis of Capital Intensive Modifications, the Facility must be at least 50,000 Square Feet in size (see calculation of Square Feet in Box 4).

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

- (d) Facilities for which an Energy Audit was previously conducted under this Initiative;
- (e) Facilities which have received funding from the City of Toronto – Better Buildings Partnership New Construction Program and Enbridge High Performance New Construction Program or through the Commercial and Institutional New Construction and Major Renovation Initiative 2011-2014; and
- (f) Facilities for which an energy audit (covering electricity usage) was completed within the previous two calendar years.

### 3. Energy Auditor Eligibility Criteria

- (a) The Energy Auditor must be a corporation, general or limited partnership or individual who conducts energy audits and who has the following qualifications:
  - (i) is a professional engineer ("P.Eng."), a certified engineering technologist ("CET"), a certified energy manager or a certified measurement and verification professional; who has at least three years of relevant experience evaluating energy systems in buildings; or
  - (ii) an engineer-in-training under the supervision of a P.Eng. or a CET only if a qualified and experienced person as described in (i) above certifies and signs the Audit Report; and
- (b) The Energy Auditor must be a third party to the Participant.

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

Where the Participant owns the Facility,

- (a) the Energy Audit must not have commenced prior to the approval of the Application;

- (b) the Energy Audit must be completed by a third party Energy Auditor with appropriate documentation of expenses incurred. Energy Audits performed by an employee of a Participant will not be eligible for Participant Incentives; and
- (c) the Energy Audit must be completed by September 30, 2014 and all completed Energy Audit Reports, together with all supporting documentation in connection therewith, must be submitted on or before December 31, 2014 to the LDC.

Where the Participant owns the Facility and conducts a Detailed Analysis of Capital Intensive Modifications is conducted, in addition to (a) through (c) above,

- (d) the Facility must be larger than 50,000 Square Feet; and
- (e) an Electricity Survey and Analysis must already have been completed for that Facility, or the Participant has submitted an Application to conduct an Electricity Survey and Analysis concurrently.

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

Where the Participant leases the Facility:

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

SCHEDULE 2  
CALCULATION OF PARTICIPANT INCENTIVES

1. Determination of Participant Incentives for an Electricity Survey and Analysis –Owner

- (a) Where the Participant is the owner of the Facility up to 30,000 Square Feet (refer to calculation of Facility Square Footage in Box 4 of Appendix A), the Participant Incentive shall be:
- (i) \$0.10 per Square Foot of the Facility up to the maximum Participant Incentive calculated in subsection (ii) below.
- (ii) The maximum Participant Incentive for an Electricity Survey and Analysis is  $(50\% \text{ of } X) - Y$ , where

$X$  = the lower of: (I) the actual cost incurred to prepare the Electricity Survey and Analysis as set out in the Energy Auditor invoice, and (II) the Estimated Energy Audit cost in the Application (Box 7 of Appendix A)

$Y$  = any financial incentives for conducting the Energy Audit provided by energy ratepayers or taxpayers of the Province of Ontario other than the Participant Incentives

in each case, excluding taxes.

- (b) Where the Participant is the owner of the Facility that is larger than 30,000 Square Feet (refer to calculation of Facility Square Footage in Box 4 of Appendix A), the Participant Incentive shall be:
- (i) \$3,000
- (ii) plus \$0.05 per Square Foot for each incremental Square Foot above 30,000 Square Feet, up to the maximum calculated in subsection (iii) below;
- (iii) The maximum Participant Incentive for an Electricity Survey and Analysis is the lesser of:
- A.  $(50\% \text{ of } X) - Y$ , where
- $X$  = the lower of: (I) the actual cost incurred to prepare the Electricity Survey and Analysis as set out in the Energy Auditor invoice, and (II) the Estimated Energy Audit Cost in the Application (Box 7 of Appendix A)
- $Y$  = any financial incentives for conducting the Energy Audit provided by energy ratepayers or taxpayers of the Province of Ontario other than the Participant Incentives
- in each case, excluding taxes
- B. \$25,000

2. Determination of Participant Incentives for a Detailed Analysis of Capital Intensive Modifications –Owner

- (a) Where the Participant is the Owner of the Facility that is larger than 50,000 Square Feet in size Feet (refer to calculation of Facility Square Footage in Box 4 of Appendix A), the Participant Incentive shall be:
- (i) 6.2 is \$0.05 per Square Foot of the Eligible Facility up to the maximum Participant Incentive calculated in subsection (ii) below.

- (ii) The maximum Participant Incentive for a Detailed Analysis of Capital Intensive Modifications is the lesser of:
  - A.  $(50\% \text{ of } X) - Y$ , where
    - X = the lower of: (I) the actual cost incurred to prepare the Detailed Analysis of Capital Intensive Modifications as set out in the Energy Auditor invoice, and (II) the Estimated Energy Audit Cost in the Application (Box 7 of Appendix A)
    - Y = any financial incentives for conducting the Energy Audit provided by energy ratepayers or taxpayers of the Province of Ontario other than the Participant Incentives
 in each case, excluding taxes
  - B. \$35,000, minus any Participant Incentive previously paid or to be paid to the Participant for an Electricity Survey and Analysis of that Facility.

### 3. Determination of Participant Incentives for an Electricity Survey and Analysis –Lessee

- (a) Where the Participant is the lessee of the Facility the Participant Incentive shall be \$0.03 per Square Foot up to the maximum Participant Incentive for Eligible Lessees calculated in subsection (b) below.
- (b) The maximum Participant Incentive for Electricity Survey and Analysis is the lesser of:
  - (i)  $(50\% \text{ of } X) - Y$ , where
    - X = the lower of: (I) the actual cost incurred to prepare the Detailed Analysis of Capital Intensive Modifications as set out in the Energy Auditor invoice, and (II) the Estimated Energy Audit Cost in the Application (Box 7 of Appendix A)
    - Y = any financial incentives for conducting the Energy Audit provided by energy ratepayers or taxpayers of the Province of Ontario other than the Participant Incentives
 in each case, excluding taxes
  - (ii) \$7,500,

### 4. Determination of Eligible Travel Expenses Incentives

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

- (c) the costs that were incurred by the Energy Auditor were necessary in order to conduct an Energy Audit;
- (d) the mode of travel and the hotel were the most practical and economical means of travel and accommodation;
- (e) the costs are supported with original receipts and invoices;
- (f) the costs have been paid by the Participant to the Energy Auditor and all supporting documentation has been provided to the LDC;
- (g) the costs exclude applicable taxes, and any fees or mark up; and

- (h) the Participant has not previously received Eligible Travel Expenses for an Energy Audit conducted for that Facility.

SCHEDULE 3  
ENERGY AUDIT REPORT MINIMUM REQUIREMENTS

Energy Audit Reports must contain the following:

1. Eligibility Criteria:
  - (i) Evidence demonstrating that the Eligibility Criteria (set out in Schedule 2) were met.
2. Participant Information:
  - (a) Participant name;
  - (b) Participant address, including the street, the city, the province and the postal code;
  - (c) Participant status:
    - (1) owner; or
    - (2) lessee.
3. Eligible Facility Information:
  - (a) Participant address;
  - (b) Facility name (if available);
  - (c) type of Facility or purpose of the Facility;
  - (d) portion of the Facility that was the subject of the Energy Audit (where applicable);
  - (e) Facility Characteristics, including, but not limited to, the following:
    - (i) Facility floor area in Square Feet;
    - (ii) year the Facility was built;
    - (iii) number of floors;
    - (iv) description of existing cooling system; and
    - (v) description of existing heating system.
4. Energy Auditor Information:
  - (a) Name of Energy Auditor and company name, if applicable; and
  - (b) Address of Energy Auditor and their company address, if applicable, including the street, the city, the province and the postal code.
5. Energy Audit Information:
  - (a) Date the Energy Audit was conducted and the term of such Energy Audit;
  - (b) Energy Audit type:

- (i) Electricity Survey and Analysis – where the Participant is the owner of the Facility;
  - (ii) Detailed Analysis of Capital Intensive Modifications – where the Participant is the owner of the Facility that is larger than 50,000 Square Feet in size; or
  - (iii) Electricity Survey and Analysis – where the Participant is an lessee of the Facility; and
- (c) Cost of the Energy Audit, together with invoices and supporting documentation.
6. Estimates with respect to the Electricity Survey and Analysis, and assuming that retrofits recommended in the Energy Audit Report are implemented:
- (a) Estimated electricity savings over the first year expressed in kWh and estimated reduction in electricity demand to an accuracy of +/- 30%; and
  - (b) Costs of implementing retrofits to an accuracy of +/- 50%.
7. For an Electricity Survey and Analysis for a Participant-owned Facility, the Energy Audit Report will include:
- (a) a description of the physical characteristics of the Facility, as well as its current condition, state of repair and maintenance, approximate date of last major renovation, age and construction type;
  - (b) a description of the major existing electricity-using equipment including lighting, all sources of heating and cooling, their energy consumption and fuel type as well as the manufacturer, model number, age, physical condition and estimated remaining years of service;
  - (c) a complete breakdown of current building electricity usage (i.e., operating schedule), consumption and costs by end-use type from (b) above as determined by a metered utility data analysis and a lighting audit;
  - (d) an analysis of irregularities in electricity use patterns, with suggestions as to their possible causes;
  - (e) a comparison to electricity usage of similar buildings, where available (in which case the source, size and date of the sample used in this comparison is to be provided);
  - (f) target indices for electricity usage, the methodology for establishing those targets, and the estimated savings of current costs that could be saved if those targets were met;
  - (g) identification of special problems identified including possible revisions to usage and operating and maintenance procedures;
  - (h) an analysis and ranking of the recommended measures and their resulting net effect on electricity consumption for each energy source, and electricity peak demand reduction for the Facility (highlighting low-cost and no-cost opportunities);
  - (i) an analysis of the potential change in operations and maintenance costs from (g) above;
  - (j) the estimated total capital cost for any retrofit projects from (h) above including both material and installation cost, broken down by measure;
  - (k) an assessment of non-financial considerations, including the health, safety and comfort of the occupants and staff, as well as new skills and training required for staff;
  - (l) identification of retrofits that were considered but not recommended to be implemented, along with the rationale for why such retrofits were not recommended; and



8. For a Detailed Analysis of Capital Intensive Modifications for a Participant-owned Facility, the Energy Audit Report will include:
- (a) an electricity performance model, prepared using building energy software that has been calibrated to electricity utility data for not less than the previous two calendar years, and is fully representative of the actual building performance throughout that period;
  - (b) a second energy performance model using the same modelling software based on the proposed electricity retrofit measures, along with a summary of the projected lifetime electricity savings, estimated electricity cost savings and electricity demand reduction;
  - (c) revisions as appropriate to any estimates made in an Electricity Survey and Analysis in Section 8 above; and
  - (d) project cost estimates and simple payback calculations, with and without potential implementation of retrofits pursuant to other Commercial and Institutional Initiatives as well as other initiatives or any third party contributions, which estimates may also allow for changes in operating and maintenance costs.
9. For an Electricity Survey and Analysis for Participant-leased Facilities, the Energy Audit Report may only be in respect of lighting systems and electricity consuming equipment located in the Facility and will include:
- (a) a description of the physical characteristics of the Facility, as well as its current condition, state of repair and maintenance, approximate date of last major renovation, age and construction type;
  - (b) a description of the major existing electricity-using lighting systems and electricity consuming equipment, their energy consumption and fuel type as well as the manufacturer, model number, age, physical condition and estimated remaining years of service;
  - (c) a complete breakdown of current building electricity usage (i.e., operating schedule), consumption and costs by end-use type from (b) above as determined by a metered utility data analysis and a lighting audit;
  - (d) an analysis of irregularities in electricity use patterns, with suggestions as to their possible causes;
  - (e) a comparison to electricity usage with respect to lighting systems and electricity consuming equipment of similar buildings, where available (in which case the source, size and date of the sample used in this comparison is to be provided);
  - (f) target indices for electricity usage with respect to lighting systems and electricity consuming equipment, the methodology for establishing those targets, and the estimated savings of current costs that could be saved if those targets were met;
  - (g) identification of special problems identified including possible revisions to usage and operating and maintenance procedures;
  - (h) an analysis and ranking of the recommended measures and their resulting net effect on electricity consumption for lighting systems and electricity consuming equipment, and electricity peak demand reduction for the Facility (highlighting low-cost and no-cost opportunities);
  - (i) an analysis of the potential change in operations and maintenance costs from (g) above;
  - (j) the estimated total capital cost for any retrofit projects from (h) above including both material and installation cost, broken down by retrofit;
  - (k) an assessment of non-financial considerations, including the health, safety and comfort of the occupants and staff, as well as new skills and training required for staff; and

- (l) identification of retrofits that were considered but not recommended to be implemented, along with the rationale for why such retrofits were not recommended.

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**APPENDIX B  
POST-ENERGY AUDIT SUBMISSION FORM**

*Complete a Post-Energy Audit Submission Form for each Facility and submit to the LDC within 90 days after the Energy Audit was completed. Please complete ALL fields below and ensure that each of the below items are attached.*

- ☐ Completed and signed **APPENDIX B: POST-ENERGY AUDIT SUBMISSION FORM**
- ☐ Energy Auditor invoices
- ☐ Invoices for Energy Auditor travel expenses
- ☐ Energy Audit Report
- ☐ Other additional evidence or supporting documentation, as may be applicable

---

**1. The Energy Audit described herein was completed in the service area of the:**

Lead LDC: ☐

Satellite LDC: ☐

Name of LDC:

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**2. Facility:**

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BUILDING NAME (if applicable)

ON

---

ADDRESS	CITY	PROVINCE	POSTAL CODE
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**3. Actual Energy Audit Timelines:**

ACTUAL ENERGY AUDIT START DATE:  
(DD/MM/YYYY)

ACTUAL ENERGY AUDIT COMPLETION DATE:  
(DD/MM/YYYY)

---

**4. Actual Energy Audit Costs:**

ELECTRICITY SURVEY AND ANALYSIS COST (as set out in the Energy Auditor's invoice) : \$

AMOUNT PAID BY PARTICIPANT: \$

DETAILED ANALYSIS OF CAPITAL INTENSIVE MODIFICATSIONS COST (as set out in the Energy Auditor's invoice) : \$

AMOUNT PAID BY PARTICIPANT: \$

ENERGY AUDITOR TRAVEL EXPENSES PAID BY PARTICIPANT: \$

---

**5. Comments**

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**6. PARTICIPANT CERTIFICATION**

The Participant is submitting this Post-Energy Audit Submission Form and all attachments hereto further to the below referenced Application and Participant Agreement. . The Participant certifies that it has complied with all terms and conditions of the Participant Agreement, and that all information contained in this Post-Energy Audit Submission Form is true, complete and accurate.  
I/We have authority to bind the Participant

---

LEGAL NAME

AUTHORIZED

SIGNATURE

---

NAME:

TITLE:

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

---

**7. For LDC Use Only**

Energy Audit Application Number: \_\_\_\_\_

**PARTICIPANT INCENTIVE PAYMENT APPROVAL**

HAS ENERGY AUDIT COMPLETION DATE PASSED: YES ☐

NO ☐

Approved PARTICIPANT Incentives:

APPROVED BY:

---

[LDC NAME]

AUTHORIZED  
SIGNATURE

DATE:

NAME:

TITLE:

---

AUTHORIZED  
SIGNATURE

DATE:

NAME:

TITLE:

**EXHIBIT C**  
**ENERGY AUDIT REPORT MINIMUM REQUIREMENTS**

Energy Audit Reports must contain the following:

**1. Eligibility Criteria:**

- (a) Evidence demonstrating that the Eligibility Criteria were met.

**2. Participant Information:**

- (a) Participant name;
- (b) Participant address, including the street, the city, the province and the postal code;
- (c) Participant status:
  - (i) Eligible Owner; or
  - (ii) Eligible Lessee.

**3. Eligible Facility Information:**

- (a) Participant address;
- (b) Facility name (if available);
- (c) type of Facility or purpose of the Facility;
- (d) portion of the Facility that was the subject of the Energy Audit (where applicable);
- (e) Facility Characteristics, including, but not limited to, the following:
  - (i) Facility floor area in Square Feet;
  - (ii) year the Facility was built;
  - (iii) number of floors;
  - (iv) description of existing cooling system; and
  - (v) description of existing heating system.

**4. Energy Auditor Information:**

- (a) Name of Energy Auditor and their company name, if applicable; and

- (b) Address of Energy Auditor and their company address, if applicable, including the street, the city, the province and the postal code.

**5. Energy Audit Information:**

- (a) Date the Energy Audit was conducted and the term of such Energy Audit;
- (b) Energy Audit type:
  - (i) Electricity Survey and Analysis – where the Participant is the Eligible Owner of an Eligible Facility;
  - (ii) Detailed Analysis of Capital Intensive Modifications – where the Participant is the Eligible Owner of an Eligible Facility that is larger than 50,000 Square Feet in size; or
  - (iii) Electricity Survey and Analysis – where the Participant is an Eligible Lessee of an Eligible Facility; and
- (c) Cost of the Energy Audit, together with invoices and supporting documentation.

**6. Estimates with respect to the Electricity Survey and Analysis:**

- (a) Energy Savings and Demand Savings to an accuracy of +/- 30%; and
- (b) Costs of implementing retrofits to an accuracy of +/- 50%.

**7. For an Electricity Survey and Analysis for an Eligible Owner of an Eligible Facility, the Energy Audit Report will include:**

- (a) a description of the physical characteristics of the Eligible Facility, as well as its current condition, state of repair and maintenance, approximate date of last major renovation, age and construction type;
- (b) a description of the major existing electricity-using equipment including lighting, all sources of heating and cooling, their energy consumption and fuel type as well as the manufacturer, model number, age, physical condition and estimated remaining years of service;
- (c) a complete breakdown of current building electricity usage (i.e., operating schedule), consumption and costs by end-use type from (b) above as determined by a metered utility data analysis and a lighting audit;
- (d) an analysis of irregularities in electricity use patterns, with suggestions as to their possible causes;
- (e) a comparison to electricity usage of similar buildings, where available (in which case the source, size and date of the sample used in this comparison is to be provided);

- (f) target indices for electricity usage, the methodology for establishing those targets, and the estimated savings of current costs that could be saved if those targets were met;
- (g) identification of special problems identified including possible revisions to usage and operating and maintenance procedures;
- (h) an analysis and ranking of the recommended measures and their resulting net effect on electricity consumption for each energy source, and electricity peak demand reduction for the Eligible Facility (highlighting low-cost and no-cost opportunities);
- (i) an analysis of the potential change in operations and maintenance costs from (g) above;
- (j) the estimated total capital cost for any retrofit projects from (h) above including both material and installation cost, broken down by measure;
- (k) an assessment of non-financial considerations, including the health, safety and comfort of the occupants and staff, as well as new skills and training required for staff;
- (l) identification of Measures that were considered but not recommended to be implemented, along with the rationale for why such Measures were not recommended; and

**8. For a Detailed Analysis of Capital Intensive Modifications for an Eligible Owner of an Eligible Facility, the Energy Audit Report will include:**

- (a) an electricity performance model, prepared using building energy software that has been calibrated to electricity utility data for not less than the previous two calendar years, and is fully representative of the actual building performance throughout that period;
- (b) a second energy performance model using the same modelling software based on the proposed electricity retrofit measures, along with a summary of the projected lifetime electricity savings, estimated electricity cost savings and electricity demand reduction;
- (c) revisions as appropriate to any estimates made in an Electricity Survey and Analysis in Section 8 above; and
- (d) project cost estimates and simple payback calculations, with and without potential implementation of Measures pursuant to other Initiatives within the Program as well as other initiatives outside of the Program or any Third Party Contributions, which estimates may also allow for changes in operating and maintenance costs.

9. **For an Electricity Survey and Analysis for an Eligible Lessee of an Eligible Facility, the Energy Audit Report may only be in respect of lighting systems and electricity consuming equipment located in the Eligible Facility and will include:**

- (a) a description of the physical characteristics of the Eligible Facility, as well as its current condition, state of repair and maintenance, approximate date of last major renovation, age and construction type;
- (b) a description of the major existing electricity-using lighting systems and electricity consuming equipment, their energy consumption and fuel type as well as the manufacturer, model number, age, physical condition and estimated remaining years of service;
- (c) a complete breakdown of current building electricity usage (i.e., operating schedule), consumption and costs by end-use type from (b) above as determined by a metered utility data analysis and a lighting audit;
- (d) an analysis of irregularities in electricity use patterns, with suggestions as to their possible causes;
- (e) a comparison to electricity usage with respect to lighting systems and electricity consuming equipment of similar buildings, where available (in which case the source, size and date of the sample used in this comparison is to be provided);
- (f) target indices for electricity usage with respect to lighting systems and electricity consuming equipment, the methodology for establishing those targets, and the estimated savings of current costs that could be saved if those targets were met;
- (g) identification of special problems identified including possible revisions to usage and operating and maintenance procedures;
- (h) an analysis and ranking of the recommended measures and their resulting net effect on electricity consumption for lighting systems and electricity consuming equipment, and electricity peak demand reduction for the Eligible Facility (highlighting low-cost and no-cost opportunities);
- (i) an analysis of the potential change in operations and maintenance costs from (g) above;
- (j) the estimated total capital cost for any retrofit projects from (h) above including both material and installation cost, broken down by Measure;
- (k) an assessment of non-financial considerations, including the health, safety and comfort of the occupants and staff, as well as new skills and training required for staff; and



- (l) identification of Measures that were considered but not recommended to be implemented, along with the rationale for why such Measures were not recommended.



**Commercial and Institutional Program –  
Efficiency: Equipment Replacement Incentive Schedule “C-2”**

**to Master CDM Program Agreement**

**EFFICIENCY: EQUIPMENT REPLACEMENT INCENTIVE INITIATIVE 2011 – 2014**

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**Commercial and Institutional Program –  
Efficiency: Equipment Replacement Incentive Initiative Schedule “C-2”  
to Master CDM Program Agreement**

**EFFICIENCY: EQUIPMENT REPLACEMENT INCENTIVE INITIATIVE 2011 - 2014**

**RECITALS:**

1. The Initiative in this Schedule is the Efficiency: Equipment Replacement Incentive Initiative (the “**Initiative**”), and this Schedule is an Initiative Schedule.
2. The LDC has Registered for either the Industrial Program or 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 to non-residential Distribution Consumers to achieve reductions in electricity demand and consumption by upgrading to more energy-efficient equipment for lighting, space cooling, ventilation and other Measures.
4. To accomplish this objective, the Initiative will provide Participants with Participant Incentives for the implementation of Eligible Measures.
5. The LDCs, through their relationship with non-residential Distribution Consumers, will encourage and assist such non-residential Distribution Consumers to undertake such Eligible Measures and apply for this 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 accordance with the form of the template attached to the Project M&V Procedure for the purpose of reporting to the LDC and the Participant an estimate of Energy Savings and Demand Savings prior to the installation of Eligible Measures.

“**Appropriately Disposed of and Decommissioned**” means the disposal or decommissioning of equipment in accordance with appropriate disposal or decommissioning processes, Good Industry Practice and commercially reasonable environmental practices.

“**Custom Measures**” means Measures:

- (i) not included as any Prescriptive Measures or Engineered Measures; and
- (ii) that involve one or more of the following:

- (A) replacement of inefficient existing equipment with high efficiency equipment;
- (B) the purchase and installation of new high efficiency equipment where none previously existed;
- (C) replacement of oversized existing equipment with appropriate sized efficient equipment;
- (D) implementation of new operating procedures; or
- (E) improvement of thermal performance of a building envelope through Measures such as increased insulation, installation of high performance windows and frames, low emissive window glazing or low emissive roof barriers.

**“Custom Worksheet”** means a worksheet describing Custom Measures in the form of Exhibit “D” hereto.

**“Demand Savings”** means the estimated, determined or actual (as the context may require) reduction in electricity demand, expressed in kilowatts, obtained as a result of an Engineered Measure or a Custom Measure and as determined pursuant to an Engineered Worksheet or a Custom Worksheet.

**“Eligibility Criteria”** means the Eligibility Criteria that must be satisfied to qualify as an Eligible Person or an Eligible Project as provided in Exhibit “A”.

**“Eligible Costs”** means the costs which are eligible to be included in determining the applicable Participant Incentive as listed in Exhibit “A”, and which are not ineligible costs listed in Exhibit “A”.

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

**“Eligible Person”** means a Person that meets the Eligibility Criteria in Section 1.1 of Exhibit “A”.

**“Eligible Project”** is a Project that meets the Eligibility Criteria provided in Exhibit “A” and that is not a type of Project described in Exhibit “A” under the title “Ineligible Project”.

**“Energy Savings”** means the estimated, determined or actual (as the context may require) electricity savings achieved over the course of the first year after the completion of a Project, expressed in kilowatt hours, obtained as a result of an Engineered Measure or a Custom Measure and as determined pursuant to an Engineered Worksheet or a Custom Worksheet.

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

**“Engineered Worksheet”** means a worksheet that provides calculations of Energy Savings and Demand Savings and Participant Incentives for associated Measures in the form provided from time to time in accordance with Section 11.1.

**“Final Evaluation and Incentive Report”** means a report prepared by a Project Evaluator in compliance with the form of the template attached to the Project M&V Procedure for the purpose of reporting to the LDC and the Participant an updated estimate of Energy Savings and Demand Savings following the installation of Eligible Measures.

**“Head Office Application”** means an Application from a single non-residential Distribution Consumer that designates a Lead LDC and includes proposed Projects in multiple LDC service areas.

**“Initiative”** has the meaning provided in Recital 1 to this Schedule.

**“Large Custom Project”** means a Project with Custom Measures that has an estimated Participant Incentive greater than \$25,000.

**“Large Project”** means a Project that (i) includes Prescriptive Measures and/or Engineered Measures with estimated Participant Incentives greater than \$20,000, or (ii) includes Custom Measures with estimated Participant Incentives greater than \$10,000 and equal to or less than \$25,000.

**“Lead LDC”** has the meaning given to it in Section 4.1.

**“Multi-Family Building”** means a Facility which houses multiple residential tenants and falls within the General Service < 50 kW Account, the General Service > 50 kW Account or the Large User account categories.

**“Multi-Family Building Adder”** means an incremental amount added to the Participant Incentive payable to a Multi-Family Housing Provider in respect of a Project, specifically for a Tenant Education Proposal in an amount determined in accordance with Section 9.2(a).

**“Multi-Family Housing Provider”** means a Person, including for certainty a Social Housing Provider, that is (i) an Eligible Person, and (ii) providing an Application in respect of a Facility that is a Multi-Family Building.

**“Participant”** means a non-residential Distribution Consumer who has (i) submitted an Application which was approved by the LDC; (ii) agreed to the terms and conditions in the Participant Agreement, and (iii) satisfied the Eligibility Criteria.

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

**“Prescriptive Worksheet”** means a worksheet listing prescribed Measures and associated required base case equipment and the associated amount of Participant Incentive for each in the form of Exhibit “C” attached hereto.



**“Project”** means the installation of Eligible Measures, which, when implemented in respect of a single Facility, are expected to deliver Energy Savings and/or Demand Savings.

**“Project Evaluator”** means a person who is an employee of the LDC or of a third party service provider to the LDC who is licensed or certified to practice in Ontario and is: (i) a professional engineer, (ii) a certified engineering technologist, (iii) a certified energy manager, or (iv) an engineer-in-training under the supervision of a professional engineer or certified engineering technologist.

**“Project M&V Plan”** means a plan to conduct measurements and verification of the Energy Savings and Demand Savings in respect of a Project in accordance with the Project M&V Procedure.

**“Project M&V Procedure”** means the Project Measurement and Verification Procedure provided in Exhibit “F”, as amended by the OPA from time to time.

**“QA/QC”** means quality assurance and quality control.

**“Sampling Protocol”** means the protocol to create a randomly selected sample of Projects such that:

- (a) the Projects are geographically spread over the LDC’s service area; and
- (b) the number of Projects sampled in a calendar year, based on an estimate of the number of Projects in a calendar year, is (i) sufficient to provide a confidence level that is at least 95% with a margin of error no greater than 5%, assuming a response distribution of 3%; or (ii) equal to 10% of all estimated Projects, whichever of (i) or (ii) is less.

**“Satellite LDC”** has the meaning given to it in Section 4.1.

**“Schedule”** means this Schedule “C-2” and the exhibits attached hereto.

**“Small Project”** means a Project which is comprised of (i) Prescriptive Measures and/or Engineered Measures with estimated Participant Incentives of less than or equal to \$20,000; or (ii) Custom Measures with estimated Participant Incentives of less than or equal to \$10,000.

**“Social Housing Adder”** means an incremental amount added to a Participant Incentive payable to a Social Housing Provider in respect of a Project in an amount determined in accordance with Section 8.2(a).

**“Social Housing Adder Annual Allocation”** means an amount determined annually by the OPA for funding Social Housing Adders to Projects to be undertaken by Social Housing Providers.

**“Social Housing Provider”** means a non-profit provider of assisted or social housing under a federal, provincial or municipally funded program, and includes, without limitation, non-

profit corporations under the *Social Housing Reform Act*, 2000, public housing corporations owned by municipalities directly or through local housing corporations, non-profit housing co-operatives as defined in the *Co-operative Corporations Act*, non-profit housing corporations that manage or own residential buildings developed under the “Affordable Housing Program”, and non-profit organizations or municipal or provincial governments that manage or own residential supportive housing, shelters and hostels.

**“Tenant Education Proposal”** means a tenant education proposal submitted by a Multi-Family Housing Provider with an Application as described in Exhibit “G”.

**“Worksheet”** means any of the Prescriptive Worksheet, Engineered Worksheet or the Custom Worksheet.

## **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 “B”	-	Application and Participant Agreement
Exhibit “C”	-	Prescriptive Worksheet
Exhibit “D”	-	Custom Worksheet
Exhibit “E”	-	Engineered Worksheet
Exhibit “F”	-	Project M&V Procedure
Exhibit “G”		Tenant Education Proposal

## **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 to complete Applications and Worksheets;
- (d) providing guidance to Eligible Persons and Participants with respect to Project M&V Plans;
- (e) implementing a communications protocol to assist with technical or other related inquiries and complaints in respect of the Initiative; and

## **Training**

- (f) ensuring that the LDC's relevant personnel are knowledgeable with respect to the Initiative for the purpose of approving an Application.

## **ARTICLE 3 APPLICATIONS**

### **3.1 Applications**

- (a) The LDC will manage the application process with non-residential Distribution Consumers, including, making the Applications and Worksheets, without modification from the form and substance provided in this Schedule, available to each non-residential Distribution Consumer upon request.
- (b) Upon receipt of an Application and associated Worksheets and, where applicable, associated Project M&V Plans, the LDC will review such Application to determine whether such Application is a Head Office Application. If such Application is a Head Office Application and the LDC is designated as the Lead LDC, the LDC will take carriage of such Application as set out in Section 4.1.
- (c) The LDC will also notify the OPA of any Applications that it receives from non-residential Distribution Consumers outside the LDC's service area and for which the LDC is not the Lead LDC so that the Application can be redirected to the appropriate LDC.
- (d) Once the LDC has determined that it is the appropriate recipient of the Application, it will further review the Application, Worksheets and Project M&V Plan:
  - (i) to confirm that such Application, Worksheets and Project M&V Plan are completed satisfactorily;

- (ii) to confirm that the Eligibility Criteria are met;
  - (iii) to ensure that the estimates of Energy Savings and Demand Savings in relation to Engineered Measures and Custom Measures are reasonable; and
  - (iv) to confirm that the non-residential Distribution Consumer has agreed to the terms and conditions of the Participant Agreement, in the form attached hereto as Exhibit “B”, without modification or amendment.
- (e) The LDC will not, without first obtaining the consent of the OPA:
  - (i) waive or modify any of the Eligibility Criteria with respect to an Application; or
  - (ii) accept an Application for a proposed Project that is not reasonably capable of being completed prior to December 31, 2014.
- (f) The OPA shall provide the LDC as soon as practicable after the LDC Registers for this Initiative with a list of non-residential Distribution Consumers in the LDC’s service area who have previously participated in any of the programs listed in Section 1.3(e) of Exhibit “A”, unless doing so would cause the OPA to breach any confidentiality or privacy obligations. If that is the case, the LDC may contact the OPA to confirm whether a non-residential Distribution Consumer that has submitted an Application has participated in a previous OPA-funded CDM program delivered by a program manager other than the LDC, and the OPA will provide a response within 10 Business Days, unless doing so would cause the OPA to breach any confidentiality or privacy obligations.

### **3.2 QA/QC and Project M&V Processes Prior to Accepting Application**

- (a) The LDC will, prior to approving an Application for a Small Project, based on the Sampling Protocol as applied separately to the Lead LDC and each Satellite LDC: (i) conduct a pre-project site visit to validate that the existing equipment at the Facility is as listed in the Application; and (ii) if such Small Project includes Engineered Measures or Custom Measures, confirm that the base case assumptions, operating hours of the Facility and estimated Eligible Costs are reasonable in the context of the proposed Project.
- (b) No later than every December during the Term, the number of Facilities that will be subject to the QA/QC inspections will be recalculated for the following year in accordance with the Sampling Protocol using the number of Projects during the year just completed to inform the estimate for the following year. The estimate calculated at the start of a year will be recalculated mid-year if reasonably necessary based on the actual approved number of Projects compared to the estimate.
- (c) The LDC will, prior to approving an Application for a Large Project: (i) conduct a pre-project site visit to validate that the existing equipment at the Facility is as listed in the Application; and (ii) if such Large Project includes Engineered Measures,

confirm that the base case assumptions, operating hours of the Facility and estimated Eligible Costs are reasonable in the context of the proposed Project.

- (d) The LDC will, prior to approving an Application for either (x) a Large Project that includes Custom Measures with estimated Participant Incentives greater than \$10,000 and equal to or lesser than \$25,000; or (y) a Large Custom Project: (i) conduct a pre-project site visit to validate that the existing equipment at the Facility is as listed in the Application; (ii) confirm that the base case assumptions, operating hours of the Facility and estimated Eligible Costs are reasonable in the context of the proposed Project; (iii) require the Eligible Person to provide a proposed Project M&V Plan; (iv) have a Project Evaluator review and, if satisfactory, approve the Project M&V Plan, and (v) have such Project Evaluator prepare an Advanced Evaluation and Incentive Report to be provided to and accepted by the Eligible Person and to the LDC.

### **3.3 Approvals of Applications**

- (a) Before approving an Application, the LDC will confirm that (i) the Application meets the requirements of Section 3.1(d) and (ii) the applicable QA/QC review and applicable monitoring and verification procedures have been completed pursuant to Section 3.2.
- (b) If the LDC determines in respect of any Application that:
  - (i) the requirements of Section 3.1(d) have not been met;
  - (ii) the associated Project M&V Plan prepared by an Eligible Person is not in form or substance acceptable to the LDC; or
  - (iii) the Eligible Person does not accept the Advanced Evaluation and Incentive Report,

then the LDC will not accept such Application and will so notify such Distribution Consumer. The LDC may, at the LDC's option, afford such Distribution Consumer an opportunity to revise and resubmit its Application.

- (c) If the LDC approves an Application, the LDC will determine in accordance with Section 6.7 the amount of the Participant Incentive for each Eligible Project that is the subject of such Application. The LDC will notify the Participant of the aggregate of such amounts, which shall be the estimated amount of the total Participant Incentive provided for in the Participant Agreement, and such Participant Agreement between the LDC and the Participant will come into full force and effect.

## ARTICLE 4 HEAD OFFICE APPLICATIONS

### 4.1 LDC as Lead LDC

- (a) Where a non-residential Distribution Consumer has one or more Projects located in the service area of the LDC and of one or more other Local Distribution Companies, such Distribution Consumer is entitled to select the Local Distribution Company (the “**Lead LDC**”) to which it will submit a Head Office Application. All other Local Distribution Companies with proposed Projects in their respective service areas and that have Registered for the Initiative will be considered “**Satellite LDCs**”.
- (b) The LDC will not accept a Head Office Application from a non-residential Distribution Consumer if the Application does not include an Eligible Project in the LDC’s service area.
- (c) If the LDC establishes that it is the Lead LDC in respect of a Head Office Application, it will:
  - (i) review the Head Office Application in accordance with Sections 3.1 and 3.2 in connection only with the proposed Projects in its service area, and will arrange for the Satellite LDCs to do the same with respect to the proposed Projects in their respective service areas;
  - (ii) subject to the Satellite LDCs performing their respective obligations under Section 4.2(b) and in reliance on any information provided by the Satellite LDCs, in accordance with Section 3.3, reject or approve such Head Office Application, and if it so approves, enter into a Participant Agreement with the Participant for all Eligible Projects included in such Head Office Application;
  - (iii) for certainty, if the provisions of Section 3.3(b) have not been met with respect to any Project in such Head Office Application or any proposed Project cannot be implemented in a service area because the applicable Local Distribution Company has not Registered for the Initiative, the LDC will not accept such Application and will so notify such Distribution Consumer. The LDC may, at the LDC’s option, afford such Distribution Consumer an opportunity to revise and resubmit its Application;
  - (iv) be the lead contact for the Participant for all Projects included in the Head Office Application;
  - (v) coordinate with the Satellite LDCs in order to administer and manage the Participant Agreement;
  - (vi) coordinate with the Satellite LDCs in order to fulfill its obligations and responsibilities hereunder, and to permit the Satellite LDCs to perform their respective obligations and responsibilities under this Initiative with respect to the Projects in such Head Office Application; and

- (vii) on notice from Satellite LDCs of completion of all Projects located in Satellite LDC's service areas and upon completion of all Projects in the Lead LDC's service area, pay the Participant Incentive to the Participant for all Projects included in the Participant Agreement pursuant to Article 6.

## **4.2 Satellite LDC Obligations**

- (a) If the LDC is notified by a Lead LDC or otherwise that it is a Satellite LDC under a Head Office Application, the LDC will obtain from the Lead LDC the relevant Worksheets, Applications and Project M&V Plans included in the Head Office Application that relate to proposed Projects in its service area.
- (b) If Section 4.2(a) applies, the LDC will perform the obligations provided in Section 3.1(d) to 3.1(f), inclusive, Section 6.3 and Section 6.4, and will determine whether any Project M&V Plan prepared by an Eligible Person is satisfactory, with respect to the Projects in its service area as if the LDC had received an Application for such Projects in its service area directly, except that the LDC will communicate with the Lead LDC and not with the Participant. For certainty, acceptance of a Project M&V Plan for a Project located in a Satellite LDC's service area is the responsibility of the Satellite LDC.
- (c) If Section 4.2(a) applies, the LDC will provide the Lead LDC with all support, supporting documentation and information that the Lead LDC reasonably requires to administer, manage and enforce the Participant Agreement and service the Participant.
- (d) For certainty, if Section 4.2(a) applies, the LDC will have no obligation to pay the Participant Incentive or enter into a Participant Agreement.

## **ARTICLE 5 AMENDMENTS TO APPROVED APPLICATIONS AND PARTICIPANT AGREEMENTS**

### **5.1 Amendments to Approved Applications and Participant Agreements**

Where a Participant wishes to amend an Application previously approved by the LDC and related Participant Agreement, the LDC will review such proposed amendment to determine whether the amendment results in a change to a Head Office Application and if so, will confirm whether it is designated as the Lead LDC, and if so, will take carriage of the proposed amendment. Once the LDC has determined that it is the appropriate recipient of the proposed amendment it will further review the Application to amend an approved Project to confirm that in respect of the proposed amendment: (i) all the requirements of Section 3.1(d), as applicable are met and (ii) the applicable review has been completed in respect of the Application (as proposed to be amended) pursuant to Section 3.2. Once the foregoing is confirmed, the LDC may amend the applicable Participant Agreement to reflect such amendment.

## **ARTICLE 6**

### **PARTICIPANT AGREEMENT MANAGEMENT AND PARTICIPANT INCENTIVES**

#### **6.1 Participant Agreement Management**

The LDC will ensure that each Participant agrees to be bound by the Participant Agreement attached at Exhibit “B”. Pursuant to Sections 2.8(c) and (d) of the Master Agreement, the LDC will ensure that each Participant fulfills in a timely manner all of its obligations under the Participant Agreement. If the LDC is a Satellite LDC, it will perform the necessary functions to ensure the Lead LDC is able to fulfil this obligation.

#### **6.2 Payment of Participant Incentive**

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

- (a) each Project subject to such Participant Agreement has been completed;
- (b) the LDC has taken reasonable steps to confirm the implementation of each such Project (or has caused the Satellite LDCs to do so), including performing the minimum QA/QC procedures or monitoring and verification processes required in Section 6.3;
- (c) subject to Section 6.5, the LDC has recalculated the Participant Incentive for each such Project in accordance with Section 6.7 based upon the QA/QC procedures and monitoring and verification processes required in Section 6.3 or as otherwise determined; provided, however:
  - (i) no Participant Incentive will be increased by more than 10% above the estimated Participant Incentive; and
  - (ii) no additional Participant Incentive will be paid for Eligible Measures of a type that was not included in an approved Project;

without the Participant Agreement being amended prior to the completion of the Project pursuant to Section 5.1; and

- (d) the LDC has implemented any necessary actions to ensure compliance with such Participant Agreement.

In no event will the LDC pay any Participant Incentive for a Project completed after December 31, 2014.

#### **6.3 QA/QC and Project M&V Processes Prior to Approval of Participant Incentives**

- (a) The LDC will, prior to paying a Participant Incentive for any Small Project that had a pre-project site visit conducted pursuant to Section 3.2(a), complete the applicable QA/QC requirements set forth in Sections 6.4 and 6.5. During 2011 the LDC will,



based on the Sampling Protocol, ensure that it has completed the applicable QA/QC requirements set forth in Sections 6.4 and 6.5 for the required sample of Small Projects even if a pre-project site visit had not been conducted.

- (b) For each Large Project and Large Custom Project, the LDC will complete the applicable monitoring and verification processes set forth in Sections 6.3(c) to 6.3(e), and, where required, have a Project Evaluator prepare a Final Evaluation and Incentive Report.
- (c) The LDC will, prior to paying a Participant Incentive for any Large Project:
  - (i) conduct a post-project site visit in order to: (A) confirm that the Eligible Measures installed accord with the invoices and documentation submitted by the Participant; (B) confirm that the equipment replaced has been Appropriately Disposed of and Decommissioned; and (C) determine the extent of adjustments to the Participant Incentives, if any, pursuant to Section 6.2(c); and
  - (ii) if such Large Project includes Custom Measures described in clause (ii) of the definition of Large Project, have the Project Evaluator prepare a Final Evaluation and Incentive Report which the LDC will review and approve prior to paying such Participant Incentive.
- (d) The LDC will, prior to paying a Participant Incentive for any Large Custom Project:
  - (i) conduct the post-project site visit in order to: (A) confirm that the Eligible Measures installed accord with the invoices and documentation submitted by the Participant; (B) confirm that the equipment replaced has been Appropriately Disposed of and Decommissioned; (C) confirm that the Project M&V Plan has been implemented; and (D) determine the extent of adjustments to the Participant Incentives, if any, pursuant to Section 6.2(c); and
  - (ii) have a Project Evaluator prepare a Final Evaluation and Incentive Report which the LDC will review and approve prior to paying such Participant Incentive.
- (e) The LDC will have the Project Evaluator strive to resolve, through discussions with the Participant, discrepancies in assumptions and calculations supporting any aspect of the Final Evaluation and Incentive Report.

#### **6.4 QA/QC Inspection Procedure**

The LDC shall determine for each QA/QC inspection of Small Projects that:

- (a) the Eligibility Criteria were met;

- (b) the work done is an Eligible Measure, and was installed in accordance with the approved Application;
- (c) the equipment replaced was Appropriately Disposed of and Decommissioned;
- (d) the Participant signed the Participant Agreement;
- (e) the invoices submitted by the Participant to the LDC in connection with the completion of a Project accurately set forth the model numbers or descriptions and quantities of purchased Eligible Measures; and
- (f) the Participant complied with all other requirements of the Participant Agreement.

## 6.5 QA/QC Inspection Results

The LDC will categorize the QA/QC inspection results into one of the following categories:

- (a) “No Discrepancies” – means, in relation to the Projects inspected, that all Eligibility Criteria were met;
- (b) “Minor Discrepancies” – means, in relation to the Projects inspected, that (A) all Eligibility Criteria were met, but (B) up to 25% of the Eligible Measures reported to be installed by the Participant were not located during the inspection or up to 25% of replaced equipment was not appropriately disposed of or decommissioned; or
- (c) “Major Discrepancies” – means, in relation to the Projects inspected, that (A) all Eligibility Criteria were met, but (B) more than 25% of the Eligible Measures reported to be installed by the Participant were not located during the inspection or more than 25% of replaced equipment was not appropriately disposed of or decommissioned.

In the case of Minor Discrepancies, the LDC will notify the Participant in writing of the above findings, and require the Participant to remedy the discrepancy within 30 days after notification. In the case of Major Discrepancies, the LDC will notify the Participant in writing of the above findings, and require the Participant to remedy the discrepancy within 30 days after notification or, if the deficiency can not be remedied, adjust the Participant Incentive in accordance with Section 6.2 (c). If the Participant is remedying the deficiency, the LDC shall conduct a follow-up inspection to confirm that the deficiency has been remedied. The LDC will advise the OPA in writing of such findings and remedial actions taken together with the results of any follow-up inspections.

The LDC may also categorize the QA/QC inspection results as:

- (d) “Ineligibility” – which means that the Eligibility Criteria were not met.

In the case of Ineligibility, the LDC will notify the Participant in writing, and enforce the Participant Agreement in accordance with Section 6.1. The LDC will advise the OPA in writing of such findings and remedial actions taken together with the results of any follow-up

inspections. Where a Participant repeatedly fails to ensure that the Eligibility Criteria are met, the OPA shall not be obligated to provide Participant Incentives for Projects completed by such Participant, effective two Business Days after the OPA delivers written notice to the LDC.

## **6.6 QA/QC Annual Report**

The LDC will provide an annual report to the OPA by March 31<sup>st</sup> summarising the results of the QA/QC inspections for the previous calendar year for each calendar year during the Term, LDC actions in accordance with Section 6.5, and the outcome.

## **6.7 Determination of Participant Incentive**

The LDC shall calculate the Participant Incentive as follows:

- (a) The Participant Incentive for each Project that comprises only Prescriptive Measures shall be determined based on the associated Prescriptive Worksheet(s) for such Project.
- (b) The Participant Incentive in respect of Projects that include a combination of Prescriptive Measures and Engineered Measures and/or Custom Measures shall be determined based on the associated Worksheets. Such Participant Incentive will be calculated as the lesser of:
  - (i) the sum of (A) for the Prescriptive Measures, the sum of the Participant Incentives listed on the Prescriptive Worksheet, and (B) for the Engineered Measures and/or the Custom Measures, (x) the sum of the greater of \$400/kW of Demand Savings or \$0.05/kWh of Energy Savings for each of the Engineered Measures and/or the Custom Measures that are light bulbs, lighting fixtures, occupancy sensors for lighting, exit signs, and LED strips, and (y) the sum of the greater of \$800/kW of Demand Savings or \$0.10kWh of Energy Savings for each of the Engineered Measures and/or the Custom Measures that are not light bulbs, lighting fixtures, occupancy sensors for lighting, exit signs, and LED strips; and
  - (ii) 50% of the actual Eligible Costs for the Project up to a maximum of 55% of the estimated Eligible Costs included in the Application as originally approved by the LDC.

## **ARTICLE 7 PAYMENT TO LDC**

### **7.1 Payment to LDC**

- (a) The LDC will, subject to the invoicing provisions of Section 4.6 of the Master Agreement, invoice the OPA for the Participant Incentive amount calculated in Section 6.7 when the Participant Incentives becomes payable to Participant. In addition to the requirements of Section 4.6 of the Master Agreement the LDC will

provide to the OPA information to support the calculation of Participant Incentives, including supporting evidence for Eligible Costs.

- (b) The OPA shall pay the LDC as set out in Section 4.6 of the Master Agreement.
- (c) The Participant Incentives listed on any Worksheet 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 7.1.

## **ARTICLE 8**

### **ADDITIONAL PARTICIPANT INCENTIVES FOR ASSISTED AND SOCIAL HOUSING PROVIDERS**

#### **8.1 Applications from Assisted and Social Housing Providers**

- (a) The LDC shall, in reviewing an Application from a non-residential Distribution Consumer that is a Social Housing Provider and who requests the Social Housing Adder, confirm that: (i) all the requirements in Article 3 are met in respect of such Application; (ii) the Distribution Consumer is a Social Housing Provider; (iii) the proposed completion date of the proposed Project is reasonable and not designed to improperly claim priority to the Social Housing Adder Annual Allocation; and (iv) that the Social Housing Provider's Application will require the Social Housing Adder.
- (b) Once the LDC has confirmed that the requirements listed in Section 8.1(a) have been met, the LDC will submit an application to the OPA (i) confirming that it has performed its obligations in Section 8.1(a) in respect of such Application, (ii) confirming that the Social Housing Provider's cost estimates are reasonable, and (iii) requesting that a portion of the Social Housing Adder Annual Allocation be reserved for the Social Housing Provider that is the subject of the Application in the amount of the Social Housing Adder.
- (c) The OPA will advise the LDC within ten (10) Business Days that it will allocate a portion of the Annual Social Housing Adder for the Application or that the maximum Social Housing Adder Annual Allocation has been exceeded, in which case no Social Housing Adder will be payable in respect of such Application.
- (d) Following such notice from the OPA, the LDC will approve the Application and notify the applicant of the amount of its Social Housing Adder, if any.

## **8.2 Participant Incentives for Social Housing Provider Participants**

- (a) The Social Housing Adder in respect of a proposed Project will be calculated as the positive difference, if any, of:
  - (i) 50% of the actual Eligible Costs for such Project, up to a maximum of 55% of the estimated Eligible Costs included in the Application as originally approved by the LDC, less
  - (ii) the Participant Incentive that would otherwise be payable for such Project had the applicant not been a Social Housing Provider.
- (b) Subject to Section 8.2(c), the Social Housing Adder will be payable to a Participant that is a Social Housing Provider in addition to the Participant Incentive, and will be subject to the same terms and conditions of payment of the Participant Incentive in all respects.
- (c) The LDC will, if requested by the Social Housing Provider, upon approval of the Application, provide the Social Housing Provider with an advance payment of 50% of both the estimated Participant Incentive and the Social Housing Adder Allocation (if any) (the “**Participant Advance Payment**”). Subject to Section 6.2, upon completion of the Project, the remaining payment to the Participant Incentive will be the difference remaining after such Participant Advance Payment is deducted from the sum of the actual Participant Incentive and the Social Housing Adder payable to the Social Housing Provider.

## **ARTICLE 9 ADDITIONAL PARTICIPANT INCENTIVES FOR MULTI-FAMILY HOUSING PROVIDERS**

### **9.1 Applications from Multi-Family Housing Providers**

- (a) The LDC, in reviewing an Application from a non-residential Distribution Consumer that is a Multi-Family Housing Provider and who requests the Multi-Family Housing Provider Adder, shall confirm that: (i) all the requirements in Article 3 in respect of such Application are met; (ii) the Distribution Consumer is a Multi-Family Housing Provider; and (iii) the person submitting such Application is the owner, manager or authorized representative for the Multi-Family Housing Provider.
- (b) Before approving an Application from a non-residential Distribution Consumer that is a Multi-Family Housing Provider, the LDC will also review the accompanying Tenant Education Proposal to ensure that it meets the requirements of Exhibit “G”. If the LDC does not approve such Tenant Education Proposal the LDC will notify such Distribution Consumer and will communicate the reasons for rejecting the Tenant Education Proposal. The LDC may allow the applicant a reasonable period of time to resubmit a revised Tenant Education Proposal to address the identified deficiencies.

- (c) Where the LDC has accepted the Application in relation to Eligible Measures, but rejected the portion of the Application relating to the Multi-Family Housing Adder, the Eligible Person may apply for the Multi-Family Housing Adder through the amendment procedure referred to in Section 5.1 hereof.

## **9.2 Participant Incentives for Multi-Family Housing Provider Participants**

- (a) The Multi-Family Housing Adder in respect of a proposed Project that is the subject of a Participant Agreement will be calculated as the product of \$200/kW and the total estimated Demand Savings set forth in such Participant Agreement, to a maximum of 10% of the Participant Incentive set forth in such Participant Agreement without inclusion of such Multi-Family Housing Adder.
- (b) The Multi-Family Housing Adder will be payable to a Participant that is a Multi-Family Housing Provider in addition to, and together with, the Participant Incentive, and will be subject to the same terms and conditions of payment of the Participant Incentive in all respects.

## **ARTICLE 10 DATA REQUIREMENTS**

### **10.1 Documentation and Data to be Provided to the OPA by the LDC**

The LDC shall remit to the OPA for all completed Projects, on at least a monthly basis, all of the following:

- (a) all data from the Application;
- (b) data from Prescriptive Worksheet(s), where applicable;
- (c) data from Engineered Worksheet(s), where applicable;
- (d) data from Custom Worksheet(s), where applicable;
- (e) supporting information and data from and confirmation of receipt of invoices and supporting documentation from Participant;
- (f) supporting information and data from Advanced Evaluation and Incentive Report, where applicable;
- (g) data from Final Evaluation and Incentive Report, where applicable; and
- (h) copies of any documentation relating to measurement and verification procedures to the OPA received from each Participant.

## **ARTICLE 11 ENGINEERED WORKSHEETS**

### **11.1 Worksheet Completion**

- (a) The LDC acknowledges that the Engineering Worksheets remain to be finalized as of the date this Initiative is first made available for Registration. The OPA will, and the LDC will cause the EDA Representative to, use Commercially Reasonable Efforts to collaborate to finalize the Engineering Worksheets as soon as possible but in any event no later than February 28, 2011.
- (b) Upon the finalization of an Engineering Worksheet, this Schedule will be deemed to be amended to add such Engineering Worksheet to Exhibit “E” effective immediately following notice by the OPA to the LDC of such finalization. Following such notice, the LDC may offer the Worksheet to non-residential Distribution Consumers to include as part of an Application.

## **ARTICLE 12 MULTI-FAMILY BUILDING SIGNAGE**

### **12.1 Multi-Family Building Signage**

Where a Project is located in a Multi-Family Building, the Participant will be required to display signage produced and provided by the LDC using customizable template(s) provided by the OPA. The template(s) will contain at a minimum the following elements:

- (a) Ministry Marks and space to insert LDC Marks, with a funding message indicating that the Project is funded by the OPA and offered by the LDC; and
- (b) Tenant education tips and tools and a call to action to the Microsite, LDC Microsite Pages or LDC Custom Microsite, as applicable, for more tips on energy conservation.

## **EXHIBIT A ELIGIBILITY CRITERIA**

### **1.1 Participant Eligibility Criteria**

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

- (a) be a Distribution Consumer that is not a Residential consumer; and
- (b) own the Facility in relation to which the proposed Project is planned, or lease the Facility in relation to which the proposed Project is planned and demonstrate that it has the right to have the Eligible Measure(s) installed either as a condition of the lease or with the consent or authorization of the owner or operator of the Facility.

### **1.2 Project and Measure Eligibility Criteria**

To be an Eligible Project, the proposed Project must:

- (a) be comprised of Eligible Measures; provided, however, that a Project that is comprised only of Custom Measures may not include Prescriptive Measures or Engineered Measures without the prior written consent of the OPA;
- (b) in the case of a Project with only Prescriptive Measures, have a minimum Participant Incentive of \$100;
- (c) in the case of a Project with Engineered Measures and/or Custom Measures:
  - (i) have a minimum estimated Demand Savings of 1kW and/or annual estimated Energy Savings of 2,000 kWh; and
  - (ii) must be projected to deliver such Demand Savings and/or Energy Savings for a minimum period of 48 months from the in-service date of the Project;
- (d) be in respect of a single Facility of the Eligible Person connected to, or behind the meter of another electricity consumer connected to, the LDC's Distribution System; and
- (e) not be an Ineligible Project.

For certainty, an Eligible Project may be in relation to a Facility that is a structure that is not a building, including for example a free standing billboard.

### **1.3 Ineligible Projects and Measures**

None of the following types of projects qualifies as an Eligible Project (each, an “**Ineligible Project**”):



- (a) projects based on Custom Worksheets or Engineered Worksheets proposing Measures that are not generally commercially available, are pilot or demonstration projects, or are otherwise unproven;
- (b) projects based on Prescriptive Worksheets where the proposed Project purports to replace existing equipment that is not listed on the Prescriptive Worksheet;
- (c) projects where prior to submitting an Application, the applicant has entered into a binding commitment to acquire the Measures or services required to install the Measures, subject to the following exceptions:
  - (i) the LDC is not required to reject an Application for a proposed Small Project solely on the grounds of this Section 1.3(c) where the Application was submitted for approval after February 1, 2011 but prior to January 1, 2012 and no more than 30 days following the completion of such Small Project, in which case Section 3.2(a)(i) of this Schedule will not apply to such Small Project; and
  - (ii) if a non-residential Distribution Consumer had, after January 1, 2011 but prior to the LDC Registering for the Initiative, submitted in writing to the LDC a statement that indicated its intent to apply to participate in the Initiative, the LDC is not required to reject the proposed Project solely on the grounds of this Section 1.3(c) even if such Distribution Consumer had entered into a binding commitment to acquire the Measures or services required to install the Measures if such binding commitment was entered into after January 1, 2011;
- (d) projects that involve installation of Measures at a Facility that has previously participated in the Direct Install Lighting and Water Heating Initiative or in its predecessor OPA-funded program (i.e. Power Savings Blitz) for the same Measures in the same area of such Facility; provided, however, a project may relate to the installation of Measures in a different area of such Facility if the applicant can provide evidence that the proposed Measures are not to be installed in such area;
- (e) projects that involve installation of Measures at a Facility that has previously participated in any of the following OPA funded CDM programs for the same Measures in the same area of such Facility: Equipment Replacement Incentive Initiative, the predecessor OPA-funded programs including Equipment Replacement Incentive Program, Toronto Hydro – Business Incentive Program, Building Owners and Managers Association of Toronto CDM Program, City of Toronto – Existing Buildings Program, Greensaver/Multi-Family Energy Efficiency Rebate Program and the Enbridge High Performance New Construction Program;
- (f) projects that involve implementation of Direct Service Space Cooling Initiative Measures at a Facility that has previously participated in the Direct Service Space Cooling Initiative;
- (g) projects that have been or are under the Process and System Upgrades Initiative;

- (h) proposed Large Custom Projects by Industrial Distribution Consumers that are projected to have annual Energy Savings greater than 350 MWh; or
- (i) projects that relate to the commissioning of a Chilled Water Plant (as defined in the Building Commissioning Initiative).

#### **1.4 Eligible Costs**

- (a) Costs which are eligible to be included in determining applicable Participant Incentives must be directly related to the procurement and implementation of the Eligible Measures and are limited to:
  - (i) for Prescriptive Measures, the actual costs of the equipment purchased and installed;
  - (ii) for Engineered Measures:
    - (A) the actual costs of the equipment purchased and installed;
    - (B) the actual costs of labour for the installation of the equipment by suppliers;
    - (C) actual costs to dispose of or decommission the replaced equipment;
    - (D) actual costs of inspections of the Project as may be required pursuant to Laws and Regulations;
  - (iii) for Custom Measures, all Eligible Costs for Engineered Measures plus:
    - (A) actual costs of energy audits not funded by the OPA;
    - (B) actual costs of design, engineering and/or architecture associated with the Project;
    - (C) project management costs provided by third parties;
    - (D) shipping, delivery, duties and other costs applicable to the delivery of equipment to the Facility; and
    - (E) actual costs to prepare and implement the Project M&V Plan or costs to assist the LDC in obtaining the information and supporting documentation to prepare the Advanced Evaluation and Incentive Report and the Final Evaluation and Incentive Report.
- (b) For certainty, costs which are not eligible to be included in Eligible Costs include:
  - (i) any costs that are not third party costs or that are internal costs of the Participant, including costs of the Participant's labour, service, administration or overhead;

- (ii) financing costs of the Participant;
- (iii) related insurance costs of the Participant;
- (iv) costs associated with post-installation maintenance or service contracts;
- (v) costs of spare parts, spare equipment or other inventories;
- (vi) purchase or lease of tools for installation of equipment;
- (vii) HST; and
- (viii) a portion of the costs of Eligible Measures that have been or will be received from financial incentives generally funded by energy ratepayers or taxpayers in the Province of Ontario (other than funding principally directed to Social Housing Providers if, combined with the Participant Incentive, such funding does not exceed the actual cost of the Project) or rebates from manufacturers or wholesalers or other supply chain participants.

**EXHIBIT B**  
**APPLICATION AND PARTICIPANT AGREEMENT**



## Application Form

All worksheets, appendices and supporting documentation for your Project(s) must be attached. Incomplete applications will not be processed and will be returned to the Applicant. The Applicant must signify its acceptance of the Terms and Conditions of this Application (The "Application") and the accompanying Participant Agreement (together, the "Agreement") before forwarding to **INSERT LDC NAME HERE** (the "LDC").

Please check each box to confirm the required documentation is submitted to the LDC as part of your Application prior to beginning your Project(s):

- ☐ Completed and signed **Application Form**  
☐ Completed and signed **Appendix A: PRE-PROJECT SUBMISSION FORM** for each facility\*  
☐ Signed Participant Agreement

**THIS APPLICATION MAY BE REJECTED BY YOUR LDC FOR ANY REASON.**

**PRIOR TO** commencing your Project(s)

- Ensure that the LDC has accepted this Application and your Participant Agreement.

**AFTER** completing your project(s):

- You must complete and sign **APPENDIX B: POST-PROJECT SUBMISSION FORM** and mail it your LDC in order to receive your Participant Incentive.

To the Applicant: ALL REQUIRED fields must be completed in order for the Application to be accepted for review by the LDC. See the Participant Agreement for defined terms.

---

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

---

LEGAL NAME OF APPLICANT

---

ADDRESS

CITY

PROVINCE

POSTAL CODE

---

[LDC] ACCOUNT #

CONTACT NAME AND TITLE

---

DAY PHONE

FAX

EMAIL

---

HST REGISTRANT #:

---

CHECK ONE:

☐

OWNER

☐

TENANT/LEASEHOLDER

---

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

---

NAME AND TITLE OF CONTACT

---

ADDRESS

CITY

PROVINCE

POSTAL CODE

---

DAY PHONE

FAX

EMAIL



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### 3. Head Office Application Election (optional)

Does this Application include more than one proposed Project located in multiple LDC service areas? ☐ YES ☐ NO

The Applicant elects the LDC listed below as the Lead LDC.

**[LDC] Shall be the Lead LDC**

### 4. Applicant's Certification Statement (required):

I have authority to bind the company,

\*NAME:

\*TITLE:

\*APPLICANT/LEGAL COMPANY NAME:

AUTHORIZED SIGNATURE:

DATE (DD/MM/YYYY):

\*NAME:

\*TITLE:

\*APPLICANT/LEGAL COMPANY NAME:

AUTHORIZED SIGNATURE:

DATE (DD/MM/YYYY):

*\* please print and send an original copy with signatures to [the LDC/Lead LDC/Satellite LDC]*

### PARTICIPANT AGREEMENT

The Participant (being the "Applicant" in the Application) has applied for Participant Incentives, in respect of Eligible Costs, pursuant to the Application submitted to the LDC under the Equipment Replacement Incentive Initiative (the "Initiative"). All capitalized terms not defined herein will have the meanings in Schedule 1.

1. **PARTICIPANT INCENTIVE:** The LDC will, subject to the terms and conditions of this Participant Agreement and the Application, pay to the Participant a Participant Incentive for the implementation of each Project described in the approved Application. In addition to the other provisions hereof, payment of the Participant Incentive is subject to and conditional upon the following terms and conditions:
  - (a) the Participant will implement each of the Projects described in the Application by each Project's project completion date provided in the Application and in no event after December 31, 2014;
  - (b) the Participant will provide the LDC with evidence of the implementation and completion of each Project and verification of each Project's Eligible Costs, in the form of accounting records and contractor invoices, and any other evidence that the LDC may require, including visual inspections by the LDC;
  - (c) the LDC will have the right in its absolute discretion to decide whether or not to accept or approve the evidence provided pursuant to Section 1(b); and
  - (d) the Participant will provide an invoice to the LDC for the Participant Incentive no later than 90 days following project completion.
2. **AMOUNT AND FORM OF PARTICIPANT INCENTIVE:** The Participant acknowledges that the total amount of the estimated Participant Incentives set forth in the Application is based upon estimated demand savings, estimated electricity savings and estimated Eligible Costs based on the Application and, subject to the following, will be the maximum amount payable hereunder. Upon the completion and verification of each Project, the LDC will recalculate the amount of the Participant Incentive based upon the best available information at such time subject however to the limitation that the recalculated Participant Incentive may not be more than 10% greater than the estimated Participant Incentive in the Application. A Participant may however submit an Application to amend the scope of a Project, prior to the completion of that Project



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where such change in Project will result in a greater than 10% increase to the Participant Incentive. The total amount of the Participant Incentives determined by the LDC will be paid by the LDC as a lump sum payment, on the later of:

- (a) for Projects that do not require the completion and approval of a Final Evaluation and Incentive Report (as defined in Section 9(c)), within 90 days after the completion of the last of such Projects, and any post-project site visits and inspections required in respect thereof, is completed; and
- (b) for Projects that require the completion and approval of a Final Evaluation and Incentive Report, within 90 days of the completion of the last of such Projects and of the last of such Final Evaluation and Incentive Reports being finalized;

provided, however, in the case of a Participant applying for a Multi-Family Building Adder, no Participant Incentive will be paid before the completion of the activities identified in the Tenant Education Proposal.

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

3. **OPERATION OF PROJECT AND SIGNAGE:** The Participant will maintain all of the equipment and improvements implemented through each Project in good working order and will operate and maintain such equipment and improvements without any modification for a continuous period of at least 48 months (the "Period") starting on the first day of the month immediately following the month in which the LDC pays the Participant Incentive.

If the Participant is a Multi-Family Building Provider, the Participant agrees to prominently display in at least one common area of the multi-family building in which a Project is being completed, signage provided by the LDC. Signage must be displayed commencing during the implementation of the Project and remain in place for a minimum of two weeks following the completion of the Project.

#### 4. EVENTS OF DEFAULT

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

- (a) if equipment or improvements implemented through a Project requires any modification during the Period and the Participant does not obtain the LDC's written consent prior to carrying out any such modification, which consent may be withheld in the LDC's sole discretion;
- (b) if the equipment or improvements implemented through a Project ceases operation before the end of the Period;
- (c) if the Participant does not perform or comply with any term or condition of this Agreement or if any representation, warranty or certification made by the Participant is untrue, incomplete or inaccurate;
- (d) if any equipment replaced is not properly decommissioned or such equipment is used again; or
- (e) in the case of a Social Housing Provider that has requested and received a Participant Advance Payment, if the Projects in the Application are not all completed.

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

$$\text{Participant Incentive Paid (in relation to each defaulting Project)} \times \text{Months Remaining in Period} \div 48$$

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

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



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6. **PROJECT DETAILED INFORMATION:** The LDC and the Ontario Power Authority (the “OPA”) shall have the right to publicize the features or equipment described in the Application to potential participants who are considering the Initiative and may refer any interested party to the Participant, unless the Participant clearly indicates which sections of the Application are to remain confidential or otherwise provides a written request to the LDC that this information remain confidential.
7. **HEAD OFFICE APPLICATIONS:** This section will apply if the Participant has Projects in the service areas of more than one local electricity distribution company. If the Participant has selected the head office election in its Application and selected one local electricity distribution company (the “Lead LDC”) to coordinate the activities of all other local electricity distribution companies (the “Satellite LDCs”), then the Participant agrees and acknowledges that:
- (a) if the Participant does not have a Project in the Lead LDC’s service area that meets the Project eligibility criteria as prescribed for the purposes of the Initiative, the Application will be rejected and the Participant may re-apply for the Initiative; and
  - (b) if each of the Projects meet the Project eligibility criteria as prescribed for the purposes of the Initiative:
    - (i) subject to the terms and conditions of this Agreement, it will receive payment of the Participant Incentive from the Lead LDC only after all Projects included in the Application are complete;
    - (ii) it has the ability to perform its obligations in respect of each Project;
    - (iii) it will co-operate with the Lead LDC and have its personnel at the facilities in the service areas of the Satellite LDCs co-operate with the Satellite LDCs;
    - (iv) the Lead LDC may provide to, and receive from, each Satellite LDC information from the Applicant that may be required in respect of this Agreement; and
    - (v) if a Satellite LDC is not participating in the Initiative, the Application will not be accepted and the Projects in that Satellite LDC’s service area may be removed from the Application and such Application may be subsequently resubmitted.
8. **REPRESENTATIONS AND WARRANTIES:** The Participant represents, warrants and agrees that (a) except as set out in the Application, no Project has received, is receiving or will receive any financial incentives generally funded by energy ratepayers or taxpayers in the Province of Ontario or rebates from manufacturers or wholesalers or other supply chain participants; (b) it owns all equipment in respect of which the Participant Incentive is requested, provided that if the Participant is a tenant of the facility or facilities and does not own such equipment, it has obtained prior written consent from the owner of the facility or facilities for the implementation of the Project(s); (c) all information in the Application, including any attached documentation, is true, accurate and complete; (d) if applying for a Social Housing Adder, it is a Social Housing Provider; (e) if applying for a Multi-Family Building Adder, it is a Multi-Family Housing Provider; (f) it would not otherwise have undertaken the Project(s) without the financial support and participation of the LDC; and (g) it has the authority and capacity to enter into this Agreement. The Participant further acknowledges that it is an independent contractor, and that there is no joint venture, partnership or agency created or implied by this Agreement.
9. **EVALUATION, MEASUREMENT AND VERIFICATION, AUDIT:** The Participant will participate in any surveys, studies, audits, evaluations or verifications conducted by the LDC or the OPA or their respective service providers (collectively, 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. The Participant further agrees that it will:
- (a) for Projects that include Custom Measures for which the Participant Incentive is expected to be greater than \$10,000, prepare and submit to the LDC a Project M&V Plan;
  - (b) in respect of each Project, implement the Project M&V Plan, if any;
  - (c) review and provide comments on (i) evaluation and incentive reports created prior to the commencement of a Project by the LDC (each such report being an “Advanced Evaluation and Incentive Report”) and (ii) evaluation and incentive reports created after the completion of a Project by the LDC (each such report being a “Final Evaluation and Incentive Report”) within two weeks of having received a copy of either type of report;
  - (d) assist the LDC in completing a Project M&V Plan for each Project by, among other things:
    - (i) using commercially reasonable efforts to obtain interval electricity data for such Project (where available) for the 12 months leading up to the start of such Project and up to 48 months following the completion of such Project;





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- (ii) if applicable, providing empirical evidence to the LDC to determine why estimated electricity savings and demand savings contemplated in an Advanced Evaluation and Incentive Report differ substantially from savings assessed in a Final Evaluation and Incentive Report; and
  - (iii) working with the LDC to ensure that Project M&V Plans, Advanced Evaluation and Incentive Reports and Final Evaluation and Incentive Reports are free of any defects of data or errors.
- 10. **EQUIPMENT DISPOSAL AND DECOMMISSIONING:** The Participant will take all necessary steps to have equipment that was removed or replaced as part of any Project disposed of or decommissioned in accordance with appropriate disposal or decommissioning processes, applicable laws, and in accordance with commercially reasonable environmental practices and shall evidence such activities by appropriate disposal certificates or similar documentation.
- 11. **ENVIRONMENTAL ATTRIBUTES:** All right, title and interest in and to all benefits or entitlements associated with decreased environmental impacts now or in the future, direct or indirect, arising as a result of, relating to or in connection with the 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 to another person other than an affiliate except with the prior written consent of the LDC, which consent may not be unreasonably withheld or delayed.
- 14. **SUBCONTRACTING BY THE LDC:** The LDC may subcontract any of its responsibilities under this Agreement to an affiliate or a third party.
- 15. **MISCELLANEOUS:** Except as otherwise provided, this Agreement constitutes the entire agreement between the parties in connection with its subject matter and supersedes all prior representations, communications, negotiations and understandings, whether oral, written, express or implied, concerning the subject matter of this Agreement. This Agreement may not be varied, amended or supplemented except by an agreement executed by both of the parties. Each of the parties will, from time to time, on written request of the other party, do all such further acts and execute and deliver or cause to be done, executed and delivered all such further things as may be reasonably required in order to fully perform and to more effectively implement the terms of this Agreement. This Agreement will be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein. The invalidity, unenforceability or illegality of any provision in this Agreement will not, to the extent permitted by applicable laws, affect the validity, enforceability or legality of any other provision of this Agreement, which will remain in full force and effect.
- 16. **TERM AND TERMINATION:** Except as otherwise specified herein, this Agreement will terminate upon the expiration of the Period, upon notice from the LDC following any Event of Default herein, or as otherwise determined by the LDC in its reasonable discretion. Sections 8, 9, 11, 12, 16 and 19 of this Agreement will survive the termination of this Agreement.
- 17. **THIRD PARTY BENEFICIARIES:** Except as provided in Sections 6, 9, 11, and 19, this Agreement is solely for the benefit of:
  - (a) the LDC, and its successors and assigns, with respect to the obligations of the Participant under this Agreement, and
  - (b) the Participant, and its successors and permitted assigns, with respect to the obligations of the LDC under this Agreement;and this Agreement will not be deemed to confer upon or give to any other person any claim or other right or remedy.
- 18. **COVENANT NOT TO INCREASE RENT:** If the Participant is an owner or operator of a facility which permits tenants to occupy rental units subject to the *Residential Tenancies Act*, 2006 (the "RTA"), the Participant shall not use the Participant Incentives as a basis for applying to



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the Landlord and Tenant Board (being the "Board" in the RTA), for an increase in the annual rent amounts paid by such tenants above the annual rent-increase guideline permitted under the RTA.

19. **COLLECTION OF PARTICIPANT INFORMATION AND INDEMNITY:** The Participant understands and agrees that by submitting the Application, whether or not this Application is accepted: (a) it hereby consents to the collection, use, disclosure and other handling of any information it provides to the Program Operators, including personal information and records showing 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 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; (b) it hereby consents to the disclosure by the OPA to the LDC of information regarding the Participant's past participation in other OPA funded conservation and demand management programs for the purpose of processing the Participant's Application; and (c) 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.
20. **COMPLIANCE WITH LAWS:** Each party to this Agreement will comply, in all material respects, with all laws and regulations required to be complied with in the performance of its obligations hereunder.
21. **FACSIMILE/ELECTRONIC SIGNATURES:** This Agreement may be executed and delivered by facsimile transmission or by any other method of electronic execution and the parties may rely upon all such signatures as though such signatures were original signatures.

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

---

PARTICIPANT/LEGAL COMPANY NAME:

AUTHORIZED SIGNATURE:

DATE:



## SCHEDULE 1

### DEFINITIONS

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

**"Custom Measures"** means measures:

- (a) not included as any Prescriptive Measures or Engineered Measures; and
- (b) that involve one or more of the following (i) replacement of inefficient existing equipment with high efficiency equipment; (ii) the purchase and installation of new high efficiency equipment where none previously existed; (iii) replacement of oversized existing equipment with appropriately sized efficient equipment; (iv) implementation of new operating procedures; or (v) improvement of thermal performance of a building envelope through measures such as increased insulation, installation of high performance windows and frames, low emissive window glazing or low emissive roof barriers.

**"Custom Worksheet"** means a worksheet for a Project describing Custom Measures and that provides calculations of electricity savings and demand savings and the Participant Incentives for each.

**"Eligible Cost"** means the costs described in Schedule 2.

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

**"Engineered Worksheet"** means a worksheet for a Project listing measures and that provides calculations of electricity savings and demand savings and the Participant Incentives for each.

**"Multi-Family Building"** means a facility which houses multiple residential tenants and falls within the General Service < 50 kW Account, the General Service > 50 kW Account or the Large User Account categories.

**"Multi-Family Building Adder"** means an incremental amount added to the Participant Incentive payable to a Multi-Family Housing Provider in respect of a Project.

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

**"Participant Advance Payment"** means an advance payment of 50% of the estimated Participant Incentive (plus the Social Housing Adder) that may be paid only to a Social Housing Provider.

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

- (a) for a Project which includes only Prescriptive Measures shall be determined based on the Prescriptive Worksheet for such Project; and
- (b) for a Project which includes a combination of Prescriptive Measures and Engineered Measures and/or Custom Measures shall be calculated as being the lesser of:
  - (i) the sum of (A) for the Prescriptive Measures, the sum of the Participant Incentives listed on the Prescriptive Worksheet, and (B) for the Engineered Measures and/or the Custom Measures, (x) the sum of the greater of \$400/kW of demand savings or \$0.05/kWh of electricity savings for each of the Engineered Measures and/or the Custom Measures that are light bulbs or lighting fixtures and (y) the sum of the greater of \$800/kW of demand savings or \$0.10kWh of electricity savings for each of the Engineered Measures and/or the Custom Measures; and
  - (ii) the lesser of 50% of the actual Eligible Costs for the Project and 50% of the estimated Eligible Costs set forth in the Application approved by the LDC.

**"Period"** has the meaning provided in Section 3.

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

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



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**"Project"** means the installation of Prescriptive Measures, Engineered Measures and/or Custom Measures implemented at a single facility.

**"Project M&V Plan"** means a plan to conduct measurements and verification of the electricity savings and demand savings in respect of a Project, in accordance with the Project M&V Procedure prescribed for the purposes of the Initiative.

**"Social Housing Adder"** means an incremental amount added to a Participant Incentive payable to a Social Housing Provider in respect of a Project.

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

**"Tenant Education Proposal"** means a proposal, in form and substance satisfactory to the LDC, submitted by a Multi-Family Housing Provider with an Application.



## SCHEDULE 2

### ELIGIBLE COSTS

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

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

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

- (vi) any costs that are not third party costs or that are internal costs of the Participant, including costs of the Participant's labour, service, administration or overhead;
- (vii) financing costs of the Participant;
- (viii) related insurance costs of the Participant;
- (ix) costs associated with post-installation maintenance or service contracts;
- (x) costs of spare parts, spare equipment or other inventories;
- (xi) purchase or lease of tools for installation of equipment;
- (xii) HST; or
- (xiii) a portion of the costs of Eligible Measures that have been or will be received from financial incentives generally funded by energy ratepayers or taxpayers in the Province of Ontario (other than funding principally directed to Social Housing Providers if, combined with the Participant Incentive, does not exceed the actual cost of the Project) or rebates from manufacturers or wholesalers or other supply chain participants.





## Appendix A: PRE-PROJECT SUBMISSION FORM

### INSTRUCTIONS:

Please complete ALL required fields below. For Head Office Applications, complete a Pre-Project Submission Form for each facility.

Check each box below to confirm the required documentation is submitted to the LDC for each facility as part of your Application **prior to beginning your Project(s)**:

- ☐ Equipment cost estimates, quotes or proposals
- ☐ Cut sheets or detailed manufacturers' data
- ☐ Tenant Education Proposal (if applicable)
- ☐ Proposed Project M&V Plan (if applicable)

For Prescriptive Measures, one or more of the following worksheets:

- ☐ Lighting Eligible Measures Worksheet
- ☐ Motors Eligible Measures Worksheet
- ☐ Agribusiness Eligible Measures Worksheet
- ☐ Multi-Residential In-suite Appliances Eligible Measures Worksheet
- ☐ Unitary AC Eligible Measures Worksheet
- ☐ Alternative Energy Measures for Space Cooling Eligible Measures Worksheet
- ☐ VFD Eligible Measures Worksheet
- ☐ Synch Belt Eligible Measures Worksheet

For Engineered Measures, one or more of the following worksheets:

- ☐ Industrial Pump VSD
- ☐ Industrial Fan VSD
- ☐ Industrial Refrigeration
- ☐ Industrial Compressed Air
- ☐ Commercial HVAC Fan VSD Tool
- ☐ Commercial Unitary AC Tool
- ☐ Commercial Lighting
- ☐ Commercial HVAC Pump VSD Tool

For Custom Measures, at least one of the following worksheets:

- ☐ Custom Lighting Project Worksheet
- ☐ Custom Non-Lighting Project Worksheet

1. The Project described herein is to be completed in the service area of the Lead LDC: ☐ YES ☐ NO

2. Social Housing Provider Election (optional)

- a. The Applicant is a Social Housing Provider that is applying for a Social Housing Adder: ☐ YES ☐ NO
- b. The Applicant is applying for a Participant Advance Payment: ☐ YES ☐ NO

3. Tenant Education Election (optional)

The Applicant is a Multi-Family Housing Provider and is applying for a Multi-Family Building Adder: ☐ YES ☐ NO

4. Building where Eligible Measures will be installed:

BUILDING NAME (if applicable)

ADDRESS

CITY

PROVINCE

POSTAL CODE

[LDC] is [Lead LDC/Satellite LDC]

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### 5. Please check all building types that apply to your Project (required):

- |                                                       |                                                           |                                                             |                                                       |
|-------------------------------------------------------|-----------------------------------------------------------|-------------------------------------------------------------|-------------------------------------------------------|
| <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 – Clinic              | <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. Which of the following best describes this Project (required)?

- ☐ PLANNED REPLACEMENT      ☐ EFFICIENCY UPGRADE      ☐ UNEXPECTED REPLACEMENT
- ☐ NEW EQUIPMENT FOR NEW PROCESS OR EXPANSION OF OPERATIONS

### 7. Building Characteristics (required):

TOTAL BUILDING/FLOOR AREA:      ☐ m2    ☐ sq. ft      AGE OF BUILDING:      NUMBER OF FLOORS:

EXISTING COOLING SYSTEM:      EXISTING HEATING SYSTEM:

ESTIMATES ANNUAL CONSUMPTION (kWh):      ESTIMATED SUMMER PEAK DEMAND (kW):  
(if known)      (if known)

### 8. Which type of project(s) is included in this Application (required)?

- ☐ PRESCRIPTIVE PROJECT      ☐ ENGINEERED PROJECT      ☐ CUSTOM PROJECT

### 9. Estimated or Actual Eligible Project Costs (required). Please refer to the Participant Agreement for a list of Eligible Costs.

TOTAL ELIGIBLE COSTS for PRESCRIPTIVE PROJECTS: \$

TOTAL ELIGIBLE COSTS for ENGINEERED PROJECTS: \$

TOTAL ELIGIBLE COSTS for CUSTOM PROJECTS: \$

### 10. Participant Incentive amounts (required)

TOTAL PRESCRIPTIVE INCENTIVE BEING APPLIED FOR: \$

TOTAL ENGINEERED INCENTIVE BEING APPLIED FOR: \$

TOTAL CUSTOM INCENTIVE BEING APPLIED FOR: \$

TOTAL INCENTIVE BEING APPLIED FOR THAT ACCOUNTS FOR SOCIAL HOUSING ADDER (IF APPLICABLE): \$

AMOUNT OF PARTICIPANT ADVANCE PAYMENT AMOUNTS BEING APPLIED FOR (IF APPLICABLE): \$

AMOUNT OF TOTAL INCENTIVE BEING APPLIED FOR THAT ACCOUNTS FOR MULTI-FAMILY ADDER (IF APPLICABLE): \$

### 11. Project Timeline (required):

ESTIMATED PROJECT START DATE  
(MM/DD/YYYY):    /    /

ESTIMATED PROJECT COMPLETION DATE  
(MM/DD/YYYY):    /    /



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12. Have you received any other financial incentive(s) for this project through [Name of Lead LDC/Name of Satellite LDC] or any other public program (required)? ☐ YES ☐ NO

If yes, please specify the following:

NAME OF PROGRAM:

FUNDING PROVIDER:

FUNDING AMOUNT: \$

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

By signing below, I certify that the information provided in this **Appendix A** is true and accurate.

NAME:

TITLE:

APPLICANT/LEGAL COMPANY NAME:

AUTHORIZED SIGNATURE:

DATE:

NAME:

TITLE:

APPLICANT/LEGAL COMPANY NAME:

AUTHORIZED SIGNATURE:

DATE:

## 14. Project Management (FOR LDC USE ONLY)

PROJECT APPLICATION NUMBER: _____
APPROVED PRESCRIPTIVE INCENTIVE AMOUNT: \$
APPROVED ENGINEERED INCENTIVE AMOUNT: \$
APPROVED CUSTOM INCENTIVE AMOUNT: \$
APPROVED TENANT EDUCATION INCENTIVE AMOUNT: \$
APPROVED SOCIAL HOUSING PROVIDER PARTICIPANT ADVANCED PAYMENT: \$
APPROVED SOCIAL HOUSING PROVIDER ADDER: \$
DATE APPLICATION APPROVED (MM/DD/YYYY):    /    /
ADVANCED PROJECT EVALUATION REQUIRED? <input type="checkbox"/> YES <input type="checkbox"/> NO
DATE OF PROJECT EVALUATION (MM/DD/YYYY):    /    /
COMMENTS:

NAME:

TITLE:

LDC AUTHORIZED SIGNATURE:

DATE:

NAME:

TITLE:

LDC AUTHORIZED SIGNATURE:

DATE:





## Appendix B: POST-PROJECT SUBMISSION FORM

### INSTRUCTIONS:

Please complete ALL required fields below. For Head Office Applications, complete a Post-Project Submission Form for each facility.

Check each box below to confirm the required documentation is submitted to the LDC for each facility as part of your Application **following completion of your Project(s)**:

- ☐ Invoices showing proof of payment  
☐ Other supporting documentation as required pursuant to the Prescriptive Worksheets, Engineering Worksheets and/or Custom Worksheets.

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1. The Project described herein was completed in the service area of the Lead LDC: ☐ YES ☐ NO

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2. Social Housing Provider Election

- a. The Applicant is a Social Housing Provider that has applied for a Social Housing Adder: ☐ YES ☐ NO  
b. The Applicant has applied for a Participant Advance Payment: ☐ YES ☐ NO
- 

3. Tenant Education Election (optional)

The Applicant is a Multi-Family Housing Provider and has applied for a Multi-Family Building Adder: ☐ YES ☐ NO

---

4. Building where Eligible Measures were installed:

---

BUILDING NAME (if applicable)

---

ADDRESS

CITY

PROVINCE

POSTAL CODE

---

[LDC] is [Lead LDC/Satellite LDC]

---

HST REGISTRANT #

---

5. Which type of project(s) is included in this Application?

- ☐ PRESCRIPTIVE PROJECT ☐ ENGINEERED PROJECT ☐ CUSTOM PROJECT
- 

6. Actual Eligible Project Costs (required). Please refer to the Participant Agreement for a list of Eligible Costs.

ACTUAL TOTAL ELIGIBLE COSTS for PRESCRIPTIVE PROJECTS: \$
ACTUAL TOTAL ELIGIBLE COSTS for ENGINEERED PROJECTS: \$
ACTUAL TOTAL ELIGIBLE COSTS for CUSTOM PROJECTS: \$



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**7. Final Participant Incentive amounts**

TOTAL PRESCRIPTIVE INCENTIVE BEING APPLIED FOR: \$
TOTAL ENGINEERED INCENTIVE BEING APPLIED FOR: \$
TOTAL CUSTOM INCENTIVE BEING APPLIED FOR: \$
TOTAL INCENTIVE BEING APPLIED FOR THAT ACCOUNTS FOR SOCIAL HOUSING ADDER (IF APPLICABLE): \$
AMOUNT OF TOTAL INCENTIVE BEING APPLIED FOR THAT ACCOUNTS FOR MULTI-FAMILY ADDER (IF APPLICABLE): \$

**8. Actual Project Timeline:**

ACTUAL PROJECT COMPLETION DATE

ACTUAL PROJECT COMPLETION DATE

(DD/MM/YYYY):    /    /

(DD/MM/YYYY):    /    /

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

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By signing below, I certify that the information provided in this **Appendix B** is true and accurate.

\*NAME:

\*TITLE:

\*APPLICANT/LEGAL COMPANY NAME:

AUTHORIZED SIGNATURE:

DATE:

\*NAME:

\*TITLE:

APPLICANT/LEGAL COMPANY NAME:

AUTHORIZED SIGNATURE:

DATE:

\* please print and send an original copy with signatures to [the LDC/Lead LDC/Satellite LDC]



**10. Project Management (FOR LDC USE ONLY)**

PROJECT APPLICATION NUMBER: _____
FINAL PRESCRIPTIVE INCENTIVE AMOUNT: \$
FINAL ENGINEERED INCENTIVE AMOUNT: \$
FINAL CUSTOM INCENTIVE AMOUNT: \$
FINAL TENANT EDUCATION INCENTIVE AMOUNT: \$
DATE (MM/DD/YYYY):    /    /
FINAL PROJECT EVALUATION REQUIRED? <input type="checkbox"/> YES <input type="checkbox"/> NO
DATE OF PROJECT EVALUATION (MM/DD/YYYY):    /    /
COMMENTS:          

NAME:

TITLE:

LDC AUTHORIZED SIGNATURE:

DATE:

NAME:

TITLE:

LDC AUTHORIZED SIGNATURE:

DATE:

**EXHIBIT C**  
**PRESCRIPTIVE WORKSHEET**

**[See Attached]**



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## Lighting Eligible Measures Worksheet

All technologies must meet applicable Code, standard and regulatory requirements including, but not limited to, CSA/cUL. It is the Applicant's responsibility to ensure that the technology is suitable (properly sized, etc.) to its intended application and to confirm that light levels of the energy efficient design meet the minimum regulatory requirements and the suggested levels for the proposed use of the space. All products must be legal for sale in Canada. All lighting measures must be used in interior applications. Open-air parking garages running 8,760 hour per year will be considered interior applications. Interior lighting redesigns where spaces are over or under lit according to good professional practice are recommended to go through the Engineered approach. For exterior lighting, please use the Engineered or Custom approaches.

**Note:** New construction or major renovation projects which are eligible under the **saveONenergy** High Performance New Construction Program are not eligible under the **saveONenergy** RETROFIT Program.

### INSTRUCTIONS:

In order to calculate the Participant Incentive amount, enter the number of units to be installed in the 'Quantity' column and the 'Total Participant Incentive' column will automatically populate based on this information. The model number and manufacturer must also be clearly indicated for each measure in the 'Model #' and 'Manufacturer' columns. The sum of the 'Total Participant Incentive' amounts will be displayed in the 'TOTAL PARTICIPANT INCENTIVE REQUESTED' field at the bottom of the worksheet.

In order to receive your Participant Incentive payment, invoices showing proof of payment must be submitted to your LDC. It is recommended that you provide manufacturer technical specification sheets demonstrating that the equipment meets the program requirements. You may be required to provide additional information in connection with your Project in order for your Application to be approved.

LED MEASURES						
EXIT SIGNS		Model #	Manufacturer	Quantity	Unit Participant Incentive	Total Participant Incentive
Eligible signs shall be 5 watts or less, including LED retrofit kits, replacement fixtures and photoluminescent signs with no supplemental lighting.	Retrofit kit - 5 Watt or less				\$8 per retrofit kit	\$0
	New Sign - 5 Watt or less				\$ 15 per sign	\$0
REFRIGERATED DISPLAY CASE LED STRIP LIGHT		Model #	Manufacturer	Quantity	Unit Participant Incentive	Total Participant Incentive
Refrigerated display case LED lighting. Eligible units shall be a 30W or less, 48" to 70" LED strip for use in refrigerated display cases.	30 Watt or less				\$75 per LED strip light	\$0
ENERGY STAR® LED RECESSED DOWNLIGHTS		Model #	Manufacturer	Quantity	Unit Participant Incentive	Total Participant Incentive
Eligible units must be listed on the ENERGY STAR® website available at: <a href="http://www.energystar.gov/index.cfm?fuseaction=find_a_product.showProductGroup&amp;pgw_code=LTG">http://www.energystar.gov/index.cfm?fuseaction=find_a_product.showProductGroup&amp;pgw_code=LTG</a>	LED Downlight with Light Output > 350 and <600 lumens				\$19 per downlight	\$0
	LED Downlight with Light Output >600 and <800 lumens				\$23 per downlight	\$0
	LED Downlight with Light Output >800 lumens				\$29 per downlight	\$0



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## Lighting Eligible Measures Worksheet

### LED MEASURES

ENERGY STAR® LED LIGHT BULB		Model #	Manufacturer	Quantity	Unit Participant Incentive	Total Participant Incentive
Eligible unit shall be listed on the ENERGY STAR® website available at: <a href="http://www.energystar.gov/index.cfm?fuseaction=find_a_product.showProductGroup&amp;pgw_code=ILB">http://www.energystar.gov/index.cfm?fuseaction=find_a_product.showProductGroup&amp;pgw_code=ILB</a>	LED MR16 lamp of not more than 6W				\$6 per MR16 LED lamp	\$0
	LED MR16 lamp 7 - 10 W				\$11 per MR16 LED lamp	\$0
	LED PAR lamp of not more than 16W				\$14 per LED PAR lamp	\$0
	LED PAR lamp 16 - 25W				\$20 per LED PAR lamp	\$0

### FLUORESCENT MEASURES

NON-DIMMABLE SELF BALLASTED CFL		Model #	Manufacturer	Quantity	Unit Participant Incentive	Total Participant Incentive
Screw-in CFL - All styles	Screw-in All sizes ≤40 Watt				\$1 per lamp	\$0
PAR CFLs - to be used in indoor lighting applications	11 Watt or less PAR CFL				\$4 per lamp	\$0
	12 -20 Watt PAR CFL					\$0
	20-39 Watt PAR CFL					\$0
Reflector "R" type CFLs	16 Watt R CFL					\$0
	20 Watt R CFL					\$0

THREE-WAY CFL		Model #	Manufacturer	Quantity	Unit Participant Incentive	Total Participant Incentive
Three-way CFLs for the direct replacement of incandescent or halogen three-way lamps	11 - 14 / 19 - 24 / 31 - 34 W Three-way CFL				\$4 per lamp	\$0
	11 - 14 / 17 - 20 / 19 - 24 W Three-way CFL					\$0

PIN SOCKET CFL - DIMMABLE AND NON-DIMMABLE		Model #	Manufacturer	Quantity	Unit Participant Incentive	Total Participant Incentive
<b>2-Pin pin-socket lamps</b> - GU-24 lamps with electronic ballasts shall have a maximum length of 10 inches and have the following efficacy:  <b>•Up to 14 Watts</b> – minimum initial efficacy of 45 lumens per watt  <b>•15 to 40 Watts</b> – minimum initial efficacy of 60 initial lumens per watt  <i>Note:</i> GU-24 fixtures must be new fixtures and not E26 to GU24 conversion products.	Up to 14 Watt, Hard wired, Fixture and Bulb				\$25 per fixture	\$0
	14-26 Watt, Hard wired, Fixture and Bulb					\$0
	26-40 Watt, Hard wired, Fixture and Bulb					\$0



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## Lighting Eligible Measures Worksheet

### FLUORESCENT MEASURES

PIN SOCKET CFL - DIMMABLE AND NON-DIMMABLE		Model #	Manufacturer	Quantity	Unit Participant Incentive	Total Participant Incentive
<b>4-Pin pin-socket (PL) lamps:</b> lamps shall have a maximum length of 10 inches and have the following efficacy:  <b>•Up to 14 Watts – minimum initial efficacy of 45 lumens per watt</b>  <b>•15 to 40 Watts – minimum initial efficacy of 60 lumens per watt</b>	Up to 14 Watt, Hard wired, Fixture and Bulb				\$25 per fixture	\$0
	14-26 Watt, Hard wired, Fixture and Bulb					\$0
	26-40 Watt, Hard wired, Fixture and Bulb					\$0

DIMMABLE SELF BALLASTED CFL - ALL STYLES		Model #	Manufacturer	Quantity	Unit Participant Incentive	Total Participant Incentive
Dimmable CFLs for the replacement of incandescent bulbs.	Up to 16 W dimmable CFL				\$6 per lamp	\$0
	17 - 20 Watt dimmable CFL					\$0
	21 - 29 Watt dimmable CFL					\$0

**Note:** ENERGY STAR<sup>®</sup> qualified CFL products are available in a number of formats and styles. ENERGY STAR<sup>®</sup> certified CFL products must meet the minimum ENERGY STAR<sup>®</sup> specifications for energy performance and other criteria. For more information please visit <http://ees.nrcan.gc.ca/energystar/english/consumers/light.cfm?text=N&printview=N#cfl>

All CFL products must be legal for sale in Ontario and must meet all applicable code and safety requirements (CSA, cUL, etc.)

STANDARD PERFORMANCE T8		Model #'s Lamp/Ballast	Manufacturer Lamp/Ballast	Quantity	Unit Participant Incentive	Total Participant Incentive
<b>New or Retrofit Fixtures:</b> Re-lamp and re-ballast or new fixtures with standard performance T8 lamps and electronic ballasts. Lamps must be 4' to 8' lengths only. Not more than four lamps per fixture. For the replacement of T12 lamps and ballast with T8 lamps using electronic ballasts. All T8 lighting systems must have a minimum rated life of 20,000 hours for 4 foot lamps and 15,000 hours for 8 foot lamps.	Single-lamp Standard T-8 fixtures				\$ 12 per fixture	\$0
	Two-lamp Standard T-8 fixtures					\$0
	Three-lamp Standard T-8 fixtures					\$0
	Four-lamp Standard T-8 fixtures					\$0

REDUCED WATTAGE T-8 FIXTURES		Model # Lamp/Ballast	Manufacturer Lamp/Ballast	Quantity	Unit Participant Incentive	Total Participant Incentive
(Reduced Wattage T8 Lamps and electronic ballasts must comply with Consortium for Energy Efficiency qualifying list(1))						
New or Retrofit Fixtures: Re-lamp and re-ballast or new fixtures with Consortium for Energy Efficiency listed Reduced Wattage T8 lamps and electronic ballasts. Not more than four lamps per fixture. Lamps and electronic ballast must comply with Consortium for Energy Efficiency qualifying list <sup>1</sup> . Must be to replace T12 lamps and ballast with T8 lamps using electronic ballasts.	Single-lamp Reduced Watt. T8 fixtures				\$ 17 per fixture	\$0
	Two-lamp Reduced Watt. T-8 fixtures					\$0
	Three-lamp Reduced Watt. T-8 fixtures					\$0
	Four-lamp Reduced Watt T-8 fixtures					\$0





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## Lighting Eligible Measures Worksheet

### FLUORESCENT MEASURES

HIGH PERFORMANCE T-8 FIXTURES		Model # Lamp/Ballast	Manufacturer Lamp/Ballast	Quantity	Unit Participant Incentive	Total Participant Incentive
<u>(High Performance T8 Lamps and electronic ballasts must comply with Consortium for Energy Efficiency qualifying list(1))</u>						
<b>New or Retrofit Fixtures:</b> Re-lamp and re-ballast or new fixtures with Consortium for Energy Efficiency listed High Performance T8 lamps and electronic ballasts. Not more than four lamps per fixture. Lamps and electronic ballast must comply with Consortium for Energy Efficiency qualifying list <sup>1</sup> . For the replacement of T12 lamps and ballast with T8 lamps using electronic ballasts.	Single-lamp High Performance T-8 fixtures				\$ 17 per fixture	\$0
	Two-lamp High Performance T-8 fixtures					\$0
	Three-lamp High Performance T-8 fixtures					\$0
	Four-lamp High Performance T-8 fixtures					\$0
<b>Note:</b> The incentive for Standard Performance T-8, Reduced Wattage and High Performance T-8 fixtures applies only to the replacement of T12 lamps and ballast with T8 lamps using electronic ballasts. Replacements of T12 lamps to T8 lamps without installation of electronic ballast(s) are not eligible. It is the Applicant's responsibility to confirm that light levels of the energy efficient design meet the minimum regulatory requirements and the suggested maximum levels for the proposed use of the space.						

REDUCED WATTAGE T8 RE-LAMPING		Model #	Manufacturer	Quantity	Unit Participant Incentive	Total Participant Incentive
<b>Retrofit Fixtures:</b> Re-lamp existing T8 fixtures with reduced wattage 28W T8 lamps using existing electronic ballasts. Not more than four lamps per fixture. Lamps must comply with Consortium for Energy Efficiency qualifying list for Reduced Wattage T8.  Existing fixtures must contain 32W T8 lamps with electronic ballasts.	One 28W Lamp for One Lamp Fixture				\$1 per lamp	\$0
	Two 28W Lamps for Two Lamp Fixture					\$0
	Three 28W Lamps for Three Lamp Fixture					\$0
	Four 28W Lamps for Four Lamp Fixture					\$0
<b>Retrofit Fixtures:</b> Re-lamp fixtures with reduced wattage 25W T8 lamps using existing electronic ballasts. Not more than four lamps per fixture. Lamps must comply with Consortium for Energy Efficiency qualifying list for Reduced Wattage T8.  Existing fixtures must contain 32W T8 lamps with electronic ballasts.	One 25W Lamp for One Lamp Fixture				\$1 per lamp	\$0
	Two 25W Lamps for Two Lamp Fixture					\$0
	Three 25W Lamps for Three Lamp Fixture					\$0
	Four 25W Lamps for Four Lamp Fixture					\$0





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## Lighting Eligible Measures Worksheet

### FLUORESCENT MEASURES

STANDARD PERFORMANCE MEDIUM BAY T-8 FIXTURES		Model # Lamp/Ballast	Manufacturer Lamp/Ballast	Quantity	Unit Participant Incentive	Total Participant Incentive
New fixtures with standard T8 lamps and electronic ballasts for use in medium bay applications. Medium bay applications are those where the bottom of the luminaire is between 16 to 25 feet above the floor. Not more than eight lamps per fixture. For replacement of high intensity discharge (HID) luminaires or T12 high output (HO) and very high output (VHO) luminaires.	Four-lamp Standard T-8 fixtures				\$90 per fixture	\$0
	Six-lamp Standard T-8 fixtures				\$ 100 per fixture	\$0
	Eight-lamp Standard T-8 fixtures				\$ 125 per fixture	\$0

HIGH PERFORMANCE MEDIUM BAY T-8 FIXTURES		Model # Lamp/Ballast	Manufacturer Lamp/Ballast	Quantity	Unit Participant Incentive	Total Participant Incentive
<u>(High Performance Medium Bay T8 lamps and ballasts must be on the CEE High Performance List)</u>						
New fixtures with Consortium for Energy Efficiency listed high performance T8 lamps and electronic ballasts for use in medium bay applications. Medium bay applications are those where the bottom of the luminaire is between 16 to 25 feet above the floor. Not more than eight lamps per fixture. For replacement of high intensity discharge (HID) luminaires or T12 high output (HO) and very high output (VHO) luminaires. Lamps and electronic ballasts must comply with the Consortium for Energy Efficiency High Performance qualifying list.	Four-lamp High Performance T-8 fixtures				\$ 100 per fixture	\$0
	Six-lamp High Performance T-8 fixtures				\$ 120 per fixture	\$0
	Eight-lamp High Performance T-8 fixtures				\$ 150 per fixture	\$0

**Note:** The incentive for Medium Bay T-8 fixtures (both Standard and High Performance) applies only to the replacement of HID and T12 HO and VHO lighting with T8 fixtures with electronic ballasts mounted at a height of no less than 16 feet above the floor. It is the Applicant's responsibility to confirm that light levels of the energy efficient design meet the minimum regulatory requirements and the suggested maximum levels for the proposed use of the space.

T-5 FIXTURES		Model # Lamp/Ballast and Number of Lamps	Manufacturer Lamp/Ballast	Quantity	Unit Participant Incentive	Total Participant Incentive
New or Retrofit of existing Fixtures with standard T5 ballast and lamps or high output (HO) ballast and lamps. Specify the number of lamps in the Model # cell. Lamp wattage cannot exceed 55 watts for HO T5 lamps and 28 watts for T5 lamps.	T5 fixture w 1 Lamp and 1 Electronic Ballast				\$50 per new fixture or retrofit of existing fixture effective until June 30, 2011.	\$0
	T5 fixture w 2 Lamps and 1 Electronic Ballast					\$0
	T5 fixture w 3 Lamps and 1 Electronic Ballast					\$0
	HO T5 fixture w 1 Lamp and 1 Electronic Ballast				\$25 per new fixture or retrofit of existing fixture effective July 1, 2011	\$0
	HO T5 fixture w 2 Lamps and 1 Electronic Ballast					\$0

**Note:** The incentive for T-5 fixtures applies only to the replacement of T-12 lamps and ballast with T-5 lamps using electronic ballasts. Replacements of T-12 lamps to T-5 lamps without installation of electronic ballast(s) are not eligible. It is the Applicant's responsibility to confirm that light levels of the energy efficient design meet the minimum regulatory requirements and the suggested maximum levels for the proposed use of the space. All ballasts must be dedicated to T5 technology.

T-5 MEDIUM AND HIGH BAY FIXTURES		Model # Lamp/Ballast	Manufacturer Lamp/Ballast	Quantity	Unit Participant Incentive	Total Participant Incentive
New Fixtures with standard T5 ballast and lamps or high output ballast and lamps.	4 lamp T-5 fixtures				\$ 105 per fixture	\$0
	6 lamp T-5 fixtures					\$0
Medium bay applications are those where the bottom of the luminaire is 16 to 25 feet above the floor.	8 lamp T-5 fixtures					\$0
High bay applications are those where the bottom of the luminaire is greater than 25 feet above the floor.	10 lamp T-5 fixtures					\$0
	12 lamp T-5 fixtures					\$0

**Note:** The incentive for T-5 Medium and High Bay fixtures applies only to the replacement of High Intensity Discharge luminaires, T-12 High Output and Very High Output lamps and ballasts with T-5 lamps using electronic ballasts. Replacements of T-12 lamps to T-5 lamps without installation of electronic ballast(s) are not eligible. It is the Applicant's responsibility to confirm that light levels of the energy efficient design meet the minimum regulatory requirements and the suggested maximum levels for the proposed use of the space. All ballasts must be dedicated to T5 technology.



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## Lighting Eligible Measures Worksheet

### HIGH INTENSITY DISCHARGE (HID) MEASURES

PULSE-START METAL HALIDE		Model # Lamp/Ballast	Manufacturer Lamp/Ballast	Quantity	Unit Participant Incentive	Total Participant Incentive
New or Retrofit Fixtures: Re-lamp and re-ballast or new lamps and ballast combination meeting ANSI #M154.		320 Watt Pulse start lamp and ballast			\$ 34 per fixture	\$0
<b>Note:</b> Can replace incandescent, T12 HO or VHO and probe-start metal halide luminaires.						

SELF-BALLASTED CERAMIC METAL HALIDE		Model #	Manufacturer	Quantity	Unit Participant Incentive	Total Participant Incentive
Eligible units shall be a self-ballasted PAR Ceramic Metal Halide lamp for direct replacement of a 50 to 120 W Halogen Lamp		30 Watt PAR Ceramic Metal Halide			\$ 30 per lamp	\$0

LOWER WATTAGE HID LAMPS		Model #	Manufacturer	Quantity	Unit Participant Incentive	Total Participant Incentive
Metal Halide Retrofit Lamps: Eligible lamps shall be used for the direct replacement of 175 Watt and 400 Watt probe start metal halide lamps.	150 Watt Metal Halide lamp (ANSI #57)				\$ 6 per lamp	\$0
	360 Watt Metal Halide lamp (ANSI #M59)					\$0
High Pressures Sodium Retrofit Lamps: Eligible lamps shall be used for the direct replacement of 250 Watt high pressure sodium lamps. Eligible lamps must be used in an indoor lighting application.		225 Watt High Pressure Sodium lamp			\$ 4 per lamp	\$0

ELECTRONIC OR DIGITAL HID BALLASTS		Model #	Manufacturer	Quantity	Unit Participant Incentive	Total Participant Incentive
New Fixtures: Eligible ballasts shall be metal halide pulse start electronic ballasts for the replacement of magnetic metal halide ballasts		250 Watt Electronic Metal Halide Ballast - for the direct replacement of 400 W Probe Start Metal Halide Ballasts			\$70 per ballast	\$0

### INFRARED COATED HALOGEN MEASURES

INFRARED COATED HALOGEN LAMPS		Model #	Manufacturer	Quantity	Unit Participant Incentive	Total Participant Incentive
Infra-red (IR) Coated Halogen Lamps: Eligible lamps shall be an MR16 or PAR lamps and must replace a standard halogen or incandescent lamp.	IR Coated MR16 lamp All sizes <26 Watt				\$3 per lamp	\$0
	IR Coated MR16 lamp All sizes 26 - 35 Watt					\$0
	IR Coated PAR lamp All sizes <48 Watt				\$5 per lamp	\$0
	IR Coated PAR lamp All sizes 49-60 Watt					\$0



# saveONenergy<sup>SM</sup> **RETROFIT PROGRAM**

## Lighting Eligible Measures Worksheet

### LIGHTING CONTROLS MEASURES

OCCUPANCY SENSORS		Model #	Manufacturer	Quantity	Unit Participant Incentive	Total Participant Incentive
<p>Principle of operation shall be passive infra-red, ultra sonic or a combination only. Commercial grade sensors only. Minimum controlled load 300W on average per sensor assumed for continuous wattage. Prorating of incentive rates is permitted for controlled loads of less than 300W per sensor.</p> <p>For occupancy sensors that only partially turn off lighting systems, the controlled load shall be considered the amount of load that the occupancy sensor is able to shut off, not the total installed lighting load.</p> <p>Installation shall be according to manufacturer's specifications and recommended layout. Sensors will have an OFF-AUTOMATIC selector switch with no ON setting conveniently located on the faceplate.</p>	Switch plate mounted occupancy sensor.					\$0
	Ceiling mounted (or fixture mounted for high bay applications) occupancy sensor				\$ 40 per unit/max	\$0

Note: The Eligible Measures Lists and Eligible Measures Worksheets are based on assumptions and are subject to change and incentive amounts do not include HST or other applicable taxes.

<b>TOTAL PARTICIPANT INCENTIVE REQUESTED</b>	<b>\$0</b>
----------------------------------------------	------------

Name of Applicant:

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Name of Company:

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Building Address:

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# saveONenergy<sup>™</sup> RETROFIT PROGRAM

## Agribusiness Eligible Measures Worksheet

**Note:** New construction or major renovation projects eligible under the **saveONenergy** High Performance New Construction Program are not eligible under the **saveONenergy** RETROFIT Program.

### INSTRUCTIONS:

In order to calculate the Participant Incentive amount, enter the number of units to be installed in the '**Quantity**' column and the '**Total Participant Incentive**' column will automatically populate based on this information. The model number and manufacturer must also be clearly indicated for each measure in the '**Model #**' and '**Manufacturer**' columns. The sum of the '**Total Participant Incentive**' amounts will be displayed in the '**TOTAL PARTICIPANT INCENTIVE REQUESTED**' field at the bottom of the worksheet.

In order to receive your Participant Incentive payment, invoices showing proof of payment must be submitted to your LDC. It is recommended that you provide manufacturer technical specification sheets demonstrating that the equipment meets the program requirements. You may be required to provide additional information in connection with your Project in order for your Application to be approved.

CREEP HEAT PADS		Model #	Manufacturer	Quantity (in units)	Unit Participant Incentive	Total Participant Incentive
<b>Single creep heat pad.</b> Must meet all applicable Code, standard, safety and regulatory requirements including CSA/UL/CUL	up to 100 Watt maximum				\$45 per pad	\$0
<b>Double creep heat pad.</b> Must meet all applicable Code, standard, safety and regulatory requirements including CSA/UL/CUL	up to 200 Watt maximum				\$90 per double pad	\$0

HIGH TEMPERATURE CUTOFF THERMOSTAT		Model #	Manufacturer	Quantity (in units)	Unit Participant Incentive	Total Participant Incentive
<b>Temperature limiting thermostat.</b> NEMA 4 or 4X. Must meet all applicable Code, standard, safety and regulatory requirements, including CSA/UL/CUL	Operating range 20 to 40 Celsius				\$50 per thermostat	\$0

CREEP HEAT CONTROLLER		Model #	Manufacturer	Quantity (in units)	Unit Participant Incentive	Total Participant Incentive
<b>Heat Controller.</b> NEMA 4 or 4X. Must meet all applicable Code, standard, safety and regulatory requirements including CSA/UL/CUL	Only agricultural products designed for the use in animal housing facilities are eligible				\$140 per controller	\$0

HIGH EFFICIENCY VENTILATION EXHAUST FANS		Model #	Manufacturer	Quantity (in units)	Unit Participant Incentive	Total Participant Incentive
<b>18" - 53" High Efficiency (HE) Fan.</b> Only fans tested at either BESS Laboratory or AMCA-certified lab are eligible for the incentive. All fans must meet all applicable Code, standard, safety and regulatory requirements including CSA/UL/CUL. All 24" HE fans must as a minimum meet the ASABE EP566 standard.  Fans must be on the RETROFIT Agricultural Ventilation Exhaust Fans list and be identified as High Efficiency	18" Fan				\$15 per fan	\$0
	20" Fans				\$20 per fan	\$0
	24" Fans				\$ 50 per fan	\$0
	36" Fans				\$ 50 per fan	\$0
	48" Fans				\$ 50 per fan	\$0
	50 - 53" Fans				\$ 50 per fan	\$0





# saveONenergy<sup>SM</sup> RETROFIT PROGRAM

## Agribusiness Eligible Measures Worksheet

ULTRA HIGH EFFICIENCY VENTILATION EXHAUST FANS		Model #	Manufacturer	Quantity (in units)	Unit Participant Incentive	Total Participant Incentive
<b>18" - 53" Ultra High Efficiency (UHE) Fan.</b> Only fans tested at either BESS Laboratory or AMCA-certified lab are eligible for the incentive. All fans must meet all applicable Code, standard, safety and regulatory requirements including CSA/UL/CUL. All 24" UHE fans must exceed the ASABE EP566 VER standard by a minimum of 18% and demonstrate an AFR value of no less than 0.75.  Fans must be on the RETROFIT Agricultural Ventilation Exhaust Fans list and be identified as Ultra High Efficiency	18" Fan				\$25 per fan	\$0
	20" Fans				\$45 per fan	\$0
	24" Fans				\$60 per fan	\$0
	36" Fans				\$60 per fan	\$0
	48" Fans				\$60 per fan	\$0
	50 - 53" Fans				\$60 per fan	\$0

  

RECIRCULATION VENTILATION FANS		Model #	Manufacturer	Quantity (per cfm)	Unit Participant Incentive	Total Participant Incentive
<b>High Volume Low Speed (HVLS) vertical ceiling mount fans</b> minimum 8' diameter - All applications. HVLS fans must meet all applicable Code, standard, safety and regulatory requirements including CSA/UL/CUL.	HVLS fans are used for summer convective cooling of livestock and poultry personnel				\$7 per 1000 cfm	\$0

  

LOW ENERGY LIVESTOCK WATERERS		Model #	Manufacturer	Quantity (per unit)	Unit Participant Incentive	Total Participant Incentive
<b>Low-wattage waterer.</b> Must be thermostat equipped and be completely insulated with min. 2" rigid insulation to be eligible for incentive. Must meet all applicable Code, standard, safety and regulatory requirements including CSA/UL/CUL.	300 W maximum, including waterline heat tracing elements. Insulation must be enclosed so as to be impervious to rodent, insect and livestock damage. Thermostat to be protected from mechanical and livestock damage.				\$40 per waterer	\$0

  

PHOTOCELL AND TIMER FOR LIGHTING CONTROL		Model #	Manufacturer	Quantity (per unit)	Unit Participant Incentive	Total Participant Incentive
<b>Timer + photocell.</b> Timer to regulate on-off lighting schedule. Photocell to minimize daytime lighting operation. Must meet all applicable Code, standard, safety and regulatory requirements including CSA/UL/CUL.	Incentive applicable <u>only</u> for barns in which ambient light level is increased enough by natural daylight entry to enable electric lighting to be switched off by photocell.				\$25 per timer & photocell controller combination	\$0





# saveONenergy<sup>™</sup> RETROFIT PROGRAM

## Alternative Energy Measures for Service Hot Water Eligible Measures Worksheet

**Note:** New construction or major renovation projects which are eligible under the **saveONenergy** High Performance New Construction Program are not eligible under the **saveONenergy** RETROFIT Program.

### INSTRUCTIONS:

In order to calculate the Participant Incentive amount, enter the total area of the Solar Hot Water Collector in square meters (m<sup>2</sup>) and/or the quantity of drain water heat recovery units in the 'Quantity' column and the 'Total Participant Incentive' column will automatically populate based on this information. The model number and manufacturer must also be clearly indicated for each measure in the 'Model #' and 'Manufacturer' columns. The sum of the 'Total Participant Incentive' amounts will be displayed in the 'TOTAL PARTICIPANT INCENTIVE REQUESTED' field at the bottom of the worksheet.

In order to receive your Participant Incentive payment, invoices showing proof of payment must be submitted to your LDC. It is recommended that you provide manufacturer technical specification sheets demonstrating that the equipment meets the program requirements. You may be required to provide additional information in connection with your Project in order for your Application to be approved. For both solar hot water collectors and drain water heat recovery systems, applicants must also submit three photographs indicating the front, back and nameplate of the existing electric service hot water heater. For solar hot water collectors, you must also submit contractor's start-up reports.

### SOLAR HOT WATER COLLECTORS

Equipment Type	Model #	Manufacturer	Performance Factor	Total Collector Area (in m <sup>2</sup> )	Unit Participant Incentive	Total Participant Incentive
<p>Eligible Measures receiving financial incentives generally funded by energy ratepayers or tax payers in the Province of Ontario must be deducted from the Eligible Incentive under the Retrofit Program. For example, Solar Hot Water Collector project receiving incentives under from the Ministry of Energy and Infrastructure's Ontario Solar Thermal Heating Incentive Program must be deducted from the Eligible Incentive amount as determined pursuant to this worksheet.</p> <p><b>Solar Hot Water Collector:</b> Installed collectors must meet all applicable Code, standard, safety and regulatory requirements. Eligible units must be listed on the CSA directory available at:</p> <p><a &amp;submit='Search&amp;txtCustomer=&amp;txtProvState=&amp;txtCountry=&amp;txtFile=&amp;txtMajorClass=8854&amp;txtMinorClass=01&amp;txtClassDesc=&amp;txtKeyword=""' href="http://directories.csa-international.org/cert_rec_srch.asp?txtDir=">http://directories.csa-international.org/cert_rec_srch.asp?txtDir="&amp;Submit=Search&amp;txtCustomer=&amp;txtProvState=&amp;txtCountry=&amp;txtFile=&amp;txtMajorClass=8854&amp;txtMinorClass=01&amp;txtClassDesc=&amp;txtKeyword=</a></p> <p>In order to determine the eligible incentive amount, access the CSA directory through the above link and click on the appropriate company to obtain the associated performance factor. To calculate the eligible incentive amount, enter the 'Performance Factor', and 'Total Collector Area (in m<sup>2</sup>)' in the indicated cells and the 'Total Incentive' column will automatically populate.</p>					(\$320 per m <sup>2</sup> ) * performance factor	\$0

### Additional Required Information

Reason: "E" = Efficiency Upgrade or "F" = Equipment Failure	
Total Facility Estimated Daily Hot Water Use (in litres)	
Total Facility Estimated Annual Hot Water Use (in m <sup>3</sup> )	
Percentage of Annual Hot Water Use met by Solar Collectors	
Total Facility Conditioned Area (m <sup>2</sup> )	



# saveONenergy<sup>SM</sup> RETROFIT PROGRAM

## Alternative Energy Measures for Service Hot Water Eligible Measures List

### DRAIN WATER HEAT RECOVERY SYSTEMS

Equipment Type	Model #	Manufacturer	Quantity	Unit Participant Incentive	Total Participant Incentive
<b>Drain Water Heat Recovery:</b> A copper coil wrapped around a hot water drain pipe. Cold water flows through the coil and is warmed by the drain water. The warmed water is then added to the hot water storage tank. System must have a minimum heat recovery efficiency of 40%. Installed drain water heat recovery systems must meet all applicable Code, standard, safety and regulatory requirements.	Eligible drain water heat recovery systems must have a minimum length of 60 inches for 3 inch diameter drain pipes or a minimum length of 48 inches for 4 inch drain pipes and must be installed to recover heat from electrically heated hot water.			\$250 per drain water heat recovery system	\$0

#### Additional Required Information

Reason: "E" = Efficiency Upgrade or "F" = Equipment Failure	
Total Facility Estimated Daily Hot Water Use (in litres)	
Total Facility Estimated Annual Hot Water Use (in m3)	
Total Facility Conditioned Area (m2)	

### DOMESTIC HOT WATER RECIRCULATION PUMP CONTROL

Equipment Type	Manufacturer	Model #	Quantity	Unit participant Incentive	Total Participant Incentive
Timer and clip-on thermostatic controls for hot water recirculation pumps	For a domestic electric hot water recirculation pumps or electric hydronic space heating systems without existing controls.			\$12 for purchase of both timer and clip-on thermostatic control	

#### Additional Required Information

Reason: "E" = Efficiency Upgrade or "F" = Equipment Failure	
Total Facility Estimated Daily Hot Water Use (in litres)	
Total Facility Estimated Annual Hot Water Use (in m3)	
Total Facility Conditioned Area (m2)	

**Note:** The Eligible Measures Lists and Eligible Measures Worksheets are based on assumptions and are subject to change and the incentive amounts do not include HST or other applicable taxes.

**TOTAL PARTICIPANT INCENTIVE REQUESTED:**

**\$0**

**Name of Applicant:**

**Name of Company:**

**Building Address:**





# saveONenergy™ RETROFIT PROGRAM

## Variable Frequency Drive Eligible Measures Worksheet

System must operate a minimum of 2,000 hours per year to be eligible for Participant Incentives. Energy efficiency solutions, including those considered in this worksheet, can be complex. This worksheet does not endorse the design, engineering and installation completed for each particular component. Applicant's should consult with manufacturer of equipment, before modifying their system, to verify compatability.

**Note:** New construction or major renovation projects which are eligible under the **saveONenergy** High Performance New Construction Program are not eligible under the **saveONenergy** RETROFIT Program.

### INSTRUCTIONS:

In order to calculate the Participant Incentive amount, enter the number of variable frequency drives (VFD) to be installed in the 'Quantity' row. Based on the size of the motor on which the variable frequency drives will be installed on, determine the Participant Incentive per variable frequency drive and enter this amount in the 'Participant Incentive (\$/VFD)' row. The 'Total participant Incentive' row will automatically populate based on this information. The 'Required Information' must also be completed for each unit. The sum of the 'Total Participant Incentive' amounts will be automatically populated in the 'TOTAL PARTICIPANT INCENTIVE REQUESTED' field at the bottom of the worksheet. For more than six variable frequency drive sizes, please use an additional copy of this worksheet.

In order to receive your Participant Incentive payment, invoices showing proof of payment must be submitted to your LDC. It is recommended that you provide manufacturer technical specification sheets demonstrating that the equipment meets the program requirements. You may be required to provide additional information in connection with your Project in order for your Application to be approved.

### Variable Frequency Drive (VFD) Incentives

Motor Size on which VFD is installed (HP)	1	1.5	2	3	5	7.5	10	15	20	25	30	40	50	60	75	100
Participant Incentive (\$/VFD)	\$50	\$80	\$105	\$160	\$265	\$400	\$535	\$805	\$1,070	\$1,340	\$1,610	\$2,145	\$2,565	\$3,220	\$3,980	\$4,835

Required Information	Example	#1	#2	#3	#4	#5	#6
Reason: "N"=New or "F"=Failed	N						
Location: Building and Room	North Pump						
VFD Manufacturer	ABC						
VFD Model Number	GH553						
Motor Size in Horsepower	1.5						
Motor Speed in RPM	1800						
Motor Efficiency	94.20%						
Annual Run Hours (actual)	5000						
Quantity	1						
Participant Incentive (\$/VFD) (Table)	\$80						
<b>Total Participant Incentive</b>	<b>\$80</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>

**Note:** The Eligible Measures Lists and Eligible Measures Worksheets are based on assumptions and are subject to change and the incentive amounts do not include HST or other applicable taxes.

<b>TOTAL PARTICIPANT INCENTIVE REQUESTED:</b>	<b>\$0</b>
-----------------------------------------------	------------

Name of Applicant: \_\_\_\_\_

Company Name: \_\_\_\_\_

Building Address: \_\_\_\_\_



# saveONenergy™ RETROFIT PROGRAM

## Synchronous Belt Eligible Measures Worksheet

Systems must operate a minimum of 2,000 hours per year and must replace a V-belt to be eligible for Participant Incentives. Energy efficiency solutions, including those considered in this worksheet, can be complex. This worksheet does not endorse the design, engineering and installation completed for each particular component. Participants should consult with manufacturer of equipment, before modifying their system, to verify compatability.

**Note:** New construction or major renovation projects which are eligible under the **saveONenergy** High Performance New Construction Program are not eligible under the **saveONenergy** RETROFIT Program.

### INSTRUCTIONS:

In order to calculate the Participant Incentive amount, enter the number of synchronous belts to be installed in the 'Quantity' row. Based on the size of the motor on which the synch belt(s) will be installed on, determine the Participant Incentive per synch belt and enter this amount in the 'Participant Incentive (\$/Synchronous Belt)' row. The 'Total Participant Incentive' row will automatically populate based on this information. The 'Required Information' must also be completed for each unit. The sum of the 'Total Participant Incentive' amounts will be automatically populated in the 'TOTAL PARTICIPANT INCENTIVE REQUESTED' field at the bottom of the worksheet. For more than six synchronous belt sizes, please use an additional copy of this worksheet.

In order to receive your Participant Incentive payment, invoices showing proof of payment must be submitted to your LDC. It is recommended that you provide manufacturer technical specification sheets demonstrating that the equipment meets the program requirements. You may be required to provide additional information in connection with your Project in order for your Application to be approved.

### Synchronous Belt Incentives

Motor Size on which Synchronous Belt is installed (HP)	1	1.5	2	3	5	7.5	10	15	20	25	30	40	50	60	75	100
Participant Incentive (\$/Synchronous Belt)	\$5	\$10	\$15	\$25	\$40	\$65	\$85	\$130	\$175	\$145	\$200	\$280	\$295	\$340	\$430	\$555

Required Information	Example	#1	#2	#3	#4	#5	#6
Reason: "N"=New or "F"=Failed	N						
Location: Building and Room	North Pump						
Function: Fan, Pump	Pump						
Synchronous Belt Manufacturer	ABC						
Synchronous Belt Model Number	GH553						
Motor Size in Horsepower	5						
Motor Speed in RPM	1800						
Motor Efficiency	94.20%						
Annual Run Hours (actual)	5000						
Quantity	1						
Participant Incentive (\$/Synchronous Belt)	\$40						
<b>Total Participant Incentive</b>	<b>\$40</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>

**Note:** The Eligible Measures Lists and Eligible Measures Worksheets are based on assumptions and are subject to change and the incentive amounts do not include HST or other applicable taxes.

**TOTAL PARTICIPANT INCENTIVE REQUESTED:** **\$0**

Name of Applicant: \_\_\_\_\_

Company Name: \_\_\_\_\_

Building Address: \_\_\_\_\_



# saveONenergy™ RETROFIT PROGRAM

## Unitary AC Eligible Measures Worksheet

Only unitary air conditioners (AC) of the size and meeting or exceeding the ENERGY STAR® / CEE efficiencies indicated below are eligible for Participant Incentives. Units must operate a minimum of 1,000 hours per year to be eligible.

**Note:** New construction or major renovation projects which are eligible under the saveONenergy High Performance New Construction Program are not eligible under the saveONenergy RETROFIT Program.

### INSTRUCTIONS:

In order to calculate the Participant Incentive amount, enter the number of units to be installed in the 'Quantity' row and the size of each unit in the 'Size in Tons' row. Based on the size of the equipment (tons), heating type (electric resistance/all other) and efficiency rating determine the incentive per ton and enter this amount in the 'Participant Incentive (\$/ton)' row. The 'Total Participant Incentive' row will automatically populate based on this information. The 'Required Information' must also be completed for each unit. The sum of the 'Total Incentive' amounts will be automatically populated in the 'TOTAL PARTICIPANT INCENTIVE REQUESTED' field at the bottom of the worksheet. For more than six types of unitary ACs, please use an additional copy of this worksheet.

In order to receive your Participant Incentive payment, invoices showing proof of payment must be submitted to your LDC. It is recommended that you provide manufacturer technical specification sheets demonstrating that the equipment meets the program requirements. You may be required to provide additional information in connection with your Project in order for your Application to be approved.

### AIR COOLED UNITARY AC EQUIPMENT INCENTIVES

Unitary Equipment			ENERGY STAR® or CEE Tier 1 Efficiency Rating <sup>(1)</sup>	Participant Incentive (\$/ton)	CEE Tier 2 Efficiency Rating	Participant Incentive (\$/ton)
Tons	BTU per hour	Heating Type				
Split ≤ 5.4	< 65,000	Electric Resistance	14.0 SEER; 12.2 EER	\$75	15.0 SEER; 12.7 EER	\$106
		All Other	14.0 SEER; 12.0 EER	\$62	15.0 SEER; 12.5 EER	\$94
Single Package ≤ 5.4	< 65,000	Electric Resistance	14.0 SEER; 11.8 EER	\$48	15.0 SEER; 12.2 EER	\$75
		All Other	14.0 SEER; 11.6 EER	\$34	15.0 SEER; 12.0 EER	\$62
Split system and single package > 5.4 to 11.25	≥ 65,000 to 135,000	Electric Resistance	11.7 EER; 11.8 IEER	\$112	12.2 EER	\$145
		All Other	11.5 EER; 11.6 IEER	\$97	12.0 EER; 12.4 IPLV	\$132
Split system and single package > 11.25 to 20	>135,000 to 240,000	Electric Resistance	11.7 EER; 11.8 IEER	\$169	12.2 EER	\$203
		All Other	11.5 EER; 11.6 IEER	\$155	12.0 EER; 12.4 IPLV	\$190
Split system and single package >20 to 63.3	>240,000 to 760,000	Electric Resistance	10.7 EER	\$113	11.0 EER	\$138
		All Other	10.5 EER; 10.9 IPLV	\$96	10.8 EER; 12.0 IPLV	\$122
Split system and single package >63	>760,000	Electric Resistance	9.9 EER	\$74	10.4 EER	\$120
		All Other	9.7 EER; 11.0 IPLV	\$54	10.2 EER; 11.0 IPLV	\$102

Required Information	Example	#1	#2	#3	#4	#5	#6
Reason: "N"=New or "F"=Failed	F						
Manufacturer	ABC						
Model Number	EE-9876						
Split or Single Package (SP)	SP						
Heating Type (Electric Resistance or Other)	Other						
EER	11.5						
Annual Run Hours	1500						
Quantity	2						
Size in Tons	15						
ENERGY STAR® / CEE Tier 1 or CEE Tier 2	ENERGY STAR®						
Participant Incentive (\$/ton)	\$155						
<b>Total Participant Incentive</b>	<b>\$4,650</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>

**Note:** The Eligible Measures Lists and Eligible Measures Worksheets are based on assumptions and are subject to change and the incentive amounts do not include HST or other applicable taxes.

<sup>(1)</sup> CEE Tier 1 Efficiency Ratings are used in place of ENERGY STAR® Ratings for Single Package Systems <65,000 Btu/h and all Unitary Equipment >240,000 Btu/h. Please visit [cee1.org](http://cee1.org) for more information.

**TOTAL PARTICIPANT INCENTIVE REQUESTED:** **\$0**

Name of Applicant: \_\_\_\_\_  
 Name of Company: \_\_\_\_\_  
 Building Address: \_\_\_\_\_  
 \_\_\_\_\_





# saveONenergy RETROFIT PROGRAM

## Multi-Residential In-Suite Appliance Eligible Measures Worksheet

**Note:** New construction or major renovation projects eligible under the saveONenergy High Performance New Construction Program are not eligible under the saveONenergy RETROFIT Program.

### INSTRUCTIONS:

In order to calculate the Participant Incentive amount, enter the number of units to be installed in the 'Quantity' column and the 'Total Participant Incentive' column will automatically populate based on this information. The model number and manufacturer must also be clearly indicated for each measure in the 'Model #' and 'Manufacturer' columns. The sum of the 'Total Participant Incentive' amounts will be displayed in the 'TOTAL PARTICIPANT INCENTIVE REQUESTED' field at the bottom of the worksheet.

In order to receive your Participant Incentive payment, invoices showing proof of payment must be submitted to your LDC. It is recommended that you provide manufacturer technical specification sheets demonstrating that the equipment meets the program requirements. You may be required to provide additional information in connection with your Project in order for your Application to be approved.

ENERGY STAR® CLOTHES WASHER							
Base case	Efficiency case	Notes	Model #	Manufacturer	Quantity	Unit Participant Incentive	Total Participant Incentive
Standard Clothes Washer	ENERGY STAR® clothes washer	Electric Water Heating				\$75.00 per washer	

  

ENERGY STAR® DISHWASHER							
Base case	Efficiency case	Notes	Model #	Manufacturer	Quantity	Unit Participant Incentive	Total Participant Incentive
Standard Dishwasher	ENERGY STAR® dishwasher	Electric Water Heating				\$20.00 per	

  

ENERGY STAR® REFRIGERATOR							
Base case	Efficiency case	Notes	Model #	Manufacturer	Quantity	Unit Participant Incentive	Total Participant Incentive
Standard Refrigerator	ENERGY STAR® refrigerator	Eligible units shall be an ENERGY STAR® qualified refrigerator. Replaces an existing refrigerator unit equal to or greater than 15 years old.				\$80.00 per refrigerator	

  

ENERGY STAR® CEILING FAN							
Base case	Efficiency case	Notes	Model #	Manufacturer	Quantity	Unit Participant Incentive	Total Participant Incentive
Standard ceiling fan with incandescent lights.	ENERGY STAR® ceiling fan	Must replace an existing ceiling fan				\$25.00 per fan	

  

IN-SUITE TEMPERATURE CONTROLS							
Base case	Efficiency case	Notes	Model #	Manufacturer	Quantity	Unit Participant Incentive	Total Participant Incentive
No in-suite temperature controls	In-suite temperature controls for electric space heating	In-suite measures that allow for the reduction of space heating and/or space cooling energy use during unoccupied periods.				\$12.00 per Thermostat and/or \$12.00 per Occupancy Sensor	
No in-suite temperature controls	In-suite temperature controls for electric space cooling	Eligible measures include programmable thermostats and/or occupancy sensors linked to thermostats. A programmable thermostat must allow for programming both unoccupied/occupied setpoints and occupied/unoccupied time periods.				\$25.00 per Thermostat and/or \$25.00 per Occupancy Sensor	
No in-suite temperature controls	In-suite temperature controls for electric space heating and cooling	Occupancy sensors must allow for the thermostat to switch between an occupied and unoccupied setpoints.				\$25.00 per Thermostat and/or \$25.00 per Occupancy Sensor	

**Note:** The Eligible Measures Lists and Eligible Measures Worksheets are based on assumptions and are subject to change and the incentive amounts do not include HST or other applicable taxes.

<b>TOTAL PARTICIPANT INCENTIVE REQUESTED:</b>	<b>\$0.00</b>
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Name of Applicant: \_\_\_\_\_

Name of Company: \_\_\_\_\_

Building Address: \_\_\_\_\_



# saveONenergy™ RETROFIT PROGRAM

## Motors Eligible Measures Worksheet

Motors must operate a minimum of 2,000 hours per year to be eligible for Participant Incentives. Only 3-phase motors meeting or exceeding the weighted average Efficiency Levels of NEMA Premium Standard as listed in CEE Motors List (April 2010) below are eligible.

**Note:** New construction or major renovation projects which are eligible under the saveONenergy High Performance New Construction Program are not eligible under the saveONenergy RETROFIT Program.

### INSTRUCTIONS:

In order to calculate the Participant Incentive amount, enter the number of motors to be installed in the 'Quantity' row. Based on the type (ODP/TEFC), size (HP), speed (RPM), and efficiency of the motor, determine the Participant Incentive per motor and enter this amount in the 'Participant Incentive (\$/Motor)' row. The 'Total Participant Incentive' row will automatically populate based on this information. The 'Required Information' must also be completed for each unit. The sum of the 'Total Participant Incentive' amounts will be automatically populated in the 'TOTAL PARTICIPANT INCENTIVE REQUESTED' field at the bottom of the worksheet. For more than five motor types, please use an additional copy of this worksheet.

In order to receive your Participant Incentive payment, invoices showing proof of payment must be submitted to your LDC. It is recommended that you provide manufacturer technical specification sheets demonstrating that the equipment meets the program requirements including the applicable NEMA rated efficiency. You may be required to provide additional information in connection with your Project in order for your Application to be approved.

OPEN DRIP-PROOF (ODP) MOTORS					TOTALLY ENCLOSED FAN-COOLED (TEFC) MOTORS				
Motor Size (HP)	Speed (RPM)			Participant Incentive (\$/Motor)	Motor Size (HP)	Speed (RPM)			Participant Incentive (\$/Motor)
	1200	1800	3600			1200	1800	3600	
	Super Premium Nominal Efficiency					Super Premium Nominal Efficiency			
1	N/A	N/A	84.00%	\$5	1	84.00%	86.50%	86.30%	\$4
1.5	87.50%	N/A	86.00%	\$16	1.5	N/A	87.80%	86.60%	\$29
2	88.50%	N/A	86.50%	\$13	2	N/A	87.50%	86.90%	\$17
3	90.00%	90.20%	87.50%	\$16	3	90.20%	90.20%	88.90%	\$18
5	90.30%	N/A	89.70%	\$18	5	90.30%	90.20%	90.00%	\$18
7.5	91.70%	N/A	90.00%	\$36	7.5	91.90%	92.40%	91.10%	\$33
10	92.40%	N/A	90.50%	\$45	10	92.20%	92.40%	91.40%	\$44
15	92.40%	N/A	91.40%	\$55	15	93.20%	93.00%	92.00%	\$78
20	93.00%	93.60%	92.30%	\$41	20	92.50%	93.60%	93.10%	\$77
25	93.60%	94.10%	93.00%	\$31	25	N/A	N/A	92.70%	\$173
30	94.10%	N/A	93.70%	\$58	30	93.60%	94.10%	92.80%	\$114
40	94.50%	94.50%	93.80%	\$65	40	94.50%	94.60%	93.70%	\$150
50	94.50%	95.00%	93.90%	\$76	50	94.50%	95.00%	94.20%	\$177
60	95.00%	95.50%	94.20%	\$144	60	95.00%	N/A	94.50%	\$259
75	95.30%	95.40%	94.30%	\$141	75	95.00%	N/A	95.10%	\$270
100	95.40%	N/A	94.80%	\$120	100	95.40%	95.80%	95.20%	\$281
125	95.60%	95.80%	95.00%	\$102	125	95.50%	95.80%	95.40%	\$260
150	95.80%	96.20%	95.30%	\$228	150	96.20%	96.20%	95.80%	\$228
200	95.90%	96.20%	95.70%	\$407	200	N/A	96.50%	95.90%	\$261

  

Required Information	Example	#1	#2	#3	#4	#5
Reason: "N"=New or "F"=Failed	N					
Location: Building and Room	North Pump					
Function: Fan, Pump, Process, Other	Pump					
Manufacturer	ABC					
Model Number	GH553					
"ODP" or "TEFC"	TEFC					
Size in Horsepower	30					
Speed in RPM	1800					
NEMA Super Premium Nominal Efficiency	94.20%					
Annual Run Hours (actual)	5000					
Quantity	5					
Participant Incentive (\$/Motor)	\$58					
<b>Total Participant Incentive</b>	<b>\$290</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>

**Note:** The Eligible Measures Lists and Eligible Measures Worksheets are based on assumptions and are subject to change and the incentive amounts do not include HST or other applicable taxes.

**TOTAL PARTICIPANT INCENTIVE REQUESTED: \$0**

Name of Applicant: \_\_\_\_\_

Company Name: \_\_\_\_\_

Building Address: \_\_\_\_\_

**EXHIBIT D  
CUSTOM WORKSHEET**

**[See Attached]**





## saveONenergy™ RETROFIT PROGRAM

Custom Project: Non-Lighting Worksheet

### 3. PROJECT COST BREAKDOWN

Costs which are eligible to be included in determining applicable Participant Incentives must be costs of 3rd party suppliers directly related to the procurement and implementation of the Eligible Measures and are limited to the

1. Estimated costs of the equipment purchased and installed	\$0.00
2. Estimated costs of labour for the installation of the equipment by suppliers	\$0.00
3. Estimated costs to dispose of or decommission the replaced equipment	\$0.00
4. Estimated costs of energy audits not funded by the OPA	\$0.00
5. Estimated costs of design, engineering and/or architecture associated with the project	\$0.00
6. Estimated project management costs provided by third parties	\$0.00
7. Shipping, delivery, duties and other costs applicable to the delivery of the equipment to the Facility	\$0.00
8. Estimated costs of inspections of the Project as may be required pursuant to Laws and Regulations	\$0.00
9. Estimated costs to prepare and implement the Project M&V Plan or costs to assist the LDC in preparing supporting documentation.	\$0.00
<b>TOTAL ELIGIBLE COSTS FOR THE PROJECT:</b>	<b>\$0.00</b>

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

- (i) any costs that are not third party costs or that are internal costs of the Participant, including costs of the Participant's labour, service, administration or overhead;
- (ii) financing costs of the Participant;
- (iii) related insurance costs of the Participant;
- (iv) costs associated with post-installation maintenance or service contracts;
- (v) costs of spare parts, spare equipment or other inventories;
- (vi) purchase or lease of tools for installation of equipment;
- (vii) HST; or
- (viii) a portion of the costs of Eligible Measures that have been or will be received from financial incentives generally funded by energy ratepayers or tax

### 4. CUSTOM PARTICIPANT INCENTIVE CALCULATIONS

To view the estimated Participant Incentive for your Custom Project, please ensure that the above fields highlighted in yellow have been completed.

1. Total Calculated Participant Incentive	\$0.00
2. Maximum Allowable Participant Incentive (50% of Total Eligible Costs for the Project)	\$ -
3. Estimated Participant Incentive Amount (based on lesser of 50% of Total Eligible Costs for the Project or Total Calculated Participant Incentive)	\$ -

Name of Applicant: \_\_\_\_\_

Company Name: \_\_\_\_\_

Building Address: \_\_\_\_\_







# saveONenergy™ RETROFIT PROGRAM

## Custom Project Non-Lighting Worksheet

### 3. PROJECT COST BREAKDOWN

Costs which are eligible to be included in determining applicable Participant Incentives must be costs of 3rd party suppliers directly related to the procurement and implementation of the Eligible Measures and are limited to the costs listed below. Please enter the applicable costs in the cells highlighted in yellow.

1. Estimated costs of the equipment purchased and installed	\$0.00
2. Estimated costs of labour for the installation of the equipment by suppliers	\$0.00
3. Estimated costs to dispose of or decommission the replaced equipment	\$0.00
4. Estimated costs of energy audits not funded by the OPA	\$0.00
5. Estimated costs of design, engineering and/or architecture associated with the project	\$0.00
6. Estimated project management costs provided by third parties	\$0.00
7. Shipping, delivery, duties and other costs applicable to the delivery of the equipment to the Facility	\$0.00
8. Estimated costs of inspections of the Project as may be required pursuant to Laws and Regulations	\$0.00
9. Estimated costs to prepare and implement the Project M&V Plan or costs to assist the LDC in preparing supporting documentation.	\$0.00
<b>TOTAL ELIGIBLE COSTS FOR THE PROJECT:</b>	<b>\$0.00</b>

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

- (i) any costs that are not third party costs or that are internal costs of the Participant, including costs of the Participant's labour, service, administration or overhead;
- (ii) financing costs of the Participant;
- (iii) related insurance costs of the Participant;
- (iv) costs associated with post-installation maintenance or service contracts;
- (v) costs of spare parts, spare equipment or other inventories;
- (vi) purchase or lease of tools for installation of equipment;
- (vii) HST; or
- (viii) a portion of the costs of Eligible Measures that have been or will be received from financial incentives generally funded by energy ratepayers or tax

### 4. CUSTOM PARTICIPANT INCENTIVE CALCULATIONS

To view the estimated Participant Incentive for your Custom Project, please ensure that the above fields highlighted in yellow have been completed.

1. Total Calculated Participant Incentive	\$0.00
2. Maximum Allowable Participant Incentive (50% of Total Eligible Costs for the Project)	\$ -
3. Estimated Participant Incentive Amount (based on lesser of 50% of Total Eligible Costs for the Project or Total Calculated Participant Incentive)	\$ -

Name of Applicant: \_\_\_\_\_

Company Name: \_\_\_\_\_

Building Address: \_\_\_\_\_

\_\_\_\_\_

**EXHIBIT E**  
**ENGINEERED WORKSHEET**

**[See Attached]**

**EXHIBIT F**  
**PROJECT MEASUREMENT AND VERIFICATION PROCEDURE**

**[See Attached]**



## Project Measurement and Verification Procedures

### 1. Introduction

The objective of measurement and verification (M&V) activities at the Project level is to confirm that the Measures that are supported by the Efficiency: Equipment Replacement Incentive Initiative 2011 – 2014 are installed and resulting in Energy Savings and Demand Savings.

This protocol will assist the LDC and their Project Evaluators as well as Participants in selecting approaches and methods for estimating Energy Savings and Demand Savings of Projects with Custom Measures. Results can also be used to support:

- Good energy management practices by program participants
- The determination of cost-effectiveness of projects

The challenge is to balance M&V costs, savings certainty, and the value of the conservation measure.

### 2. Methods

Project Measurement and Verification (M&V) Procedures shall be consistent with IPMVP Protocols. IPMVP Protocols means the International Performance Measurement & Verification Protocol (IPMVP) Volume 1 – Concepts and Options for Determining Energy and Water Savings as in effect from time to time. See [www.evo-world.org](http://www.evo-world.org)

Four generic M&V options can be employed:

- A. Engineering calculations (using both stipulated values and measurements)
- B. Metering and monitoring (spot, short term, or continuous measurements)
- C. Utility bill analysis
- D. Computer simulation models.

*Considerations in selecting the M&V option include:*

- Complexity of the Measure
- Potential for changes in key factors that affect the baseline and post retrofit conditions
- The Measure's savings value
- The Measure's cost and associated Participant Incentive

**Option A and B** are applied at the *Measure* or *system* level.

**Option C** is applied at the *whole building* level.

**Option D** is applied at either the whole building or Measure level.

When M&V is applied at the **Measure** the primary considerations are:

1. Is the load constant (e.g. lighting fixture) or variable (e.g. VSD applied to a fan)
2. Are the operating hours constant (e.g. garage lighting) or variable (e.g. cooling hours)

Spot measurements can suffice for constant loads, whereas short term or continuous measurements may be required for variable load.

Where operating hours are constant, stipulated values can be applied, subject to validation. Where operating hours are variable, short term or continuous measurement may be required.



Differentiate M&V first by the type of project:

1. **Custom projects - equipment retrofit only**, where efficiency gains are achieved by the retrofit or replacement of equipment, without changes in operations.
2. **Custom projects - operational change only**, where energy consumption (and possibly demand) are reduced by changing the operating periods, settings or methods, without modifications to the equipment.
3. **Custom projects - equipment retrofit and operational change**, where the combination of equipment and operational changes may impact load and energy separately or energy directly.
4. **Custom projects - multiple energy conservation Measures (ECMs)**, where three or more ECMs are implemented at a single site or facility. Multiple ECM's may enable the use of whole facility metering to determine savings.

M&V efforts will vary according to:

- Savings size (projected savings and potential incentive)
- Savings uncertainty (doubt about likely result of the measure's activity)
- For 'small' and 'certain' projects, 'least M&V effort' will involve acceptance of stipulated kW or kWh values, subject to reasonableness and validity checks, relative to industry norms.
- For 'large' and 'uncertain' projects, the 'highest M&V effort' will involve more rigorous scrutiny of baseline conditions specific to the facility, involving spot or short term measurements on all, or a representative sample, of loads or operating hours as applicable.
- Extended post retrofit monitoring is not generally contemplated. (Extended monitoring may be done for other purposes, but will not be a condition of incentive payment, except if it is a specific condition of the accepted Project M&V Plan for a particular project.)
- Where available, existing data, as obtained through sub-metering, BAS logs, etc., will be utilized to the fullest extent, and will be considered as greatly enhancing the quality of the M&V.
- Enhanced M&V efforts undertaken by the Participant, including the use of existing monitoring data, can be used to support savings claims (subject to acceptability of the data quality).
- Measures with a high degree of savings uncertainty will be conservatively discounted with an option (and onus) for Participants to prove greater savings through extended pre and/or post-retrofit monitoring.

As it relates to projects being evaluated under the Efficiency: *Equipment Replacement Incentive Initiative 2011 - 2014*:

- M&V will be applied at the Measure and system level.
- In general, Options A and B will normally be employed – i.e. using a combination of stipulated values (referenced to industry standards or agreed site operating conditions), spot and short-term measurements.
- M&V will ensure diligence in establishing the baseline conditions and in defining the requirements for confirmation of post-retrofit savings.
- All measures will be required to report Energy Savings. However the determination of Energy Savings will be of secondary importance for measures that attract a Demand Savings incentive.
- Project M&V Procedures are subject to continuous improvement, consistent with the principles described here, as program experience and empirical data are gained.



### 3. Project M&V Procedures by Eligible Measure

The following table lists the Project M&V Procedures to be applied according to:

- Type of Custom Measure
- Estimated Participant Incentive for the Custom Measures

**Demand Savings** (kW) are the maximum reduction in electricity demand between the Base Case and the Energy Efficient Case occurring in the same hour between 11 am to 5 pm on business days, May through October. For Measures that are weather dependent, Demand Savings shall be considered as occurring at peak design load conditions.

**Energy Savings** (kWh) are those electricity savings achieved over the course of the first year after the completion of a Project.

Generally,

**'Basic'** M&V will be used for Large Project that include Custom Measures with estimated Participant Incentives greater than \$10,000 and equal to or lesser than \$25,000.

**'Enhanced'** M&V will be used for Large Custom Projects. Large Custom Project means a Project with Custom Measures that has an estimated Participant Incentive greater than \$25,000.

The table below identifies the Project M&V Procedure to be used dependent on the Custom Measure Type and whether Basic or Enhanced M&V is required.

Custom Measure Type	M&V Procedure	
	'Basic'	'Enhanced'
Lighting Retrofit	LR-B	LR-E
Equipment Replacement	ER-E	ER-E
HVAC Re-Design	HVAC-E	HVAC-E
Variable Speed Drives (VSDs)	VSD-B	VSD-E
Building Envelope	BE-B	BE-E
Building Automation Systems (BAS)	BAS-B	BAS-E
Lighting Controls	LC-B	LC-E
Sub Metering	SM-E	SM-E
Deep Lake Water Cooling	DLWC-E	DLWC-E
Ground Source Heat Pumps	GSHP-E	GSHP-E
Other Custom Measures	OCM-E	OCM-E
Power Conditioning Devices	PCD-E	PCD-E
Elevator Retrofit	ELR-E	ELR-E
Elevator Controls	ELC-E	ELC-E

The following sections identify Project M&V Procedures by Custom Measure type in accordance with the table above.





## **1. Lighting Retrofit**

- These Projects are likely to claim a Demand Savings incentive (\$/kW) as load is constant when operating
- Stipulation of operating hours for determination of Energy Savings is acceptable, subject to validity checks.
- The same procedure identified below applies to both Demand Savings and Energy Savings incentive Measures.
- Where there are different lamp types being employed in a given fixture, the default baseline condition will generally be the lowest wattage value.

### **LR-B: 'Basic' M&V:**

- Baseline wattage established from industry references to the various lamp/ballast types installed.
- Post-retrofit wattage is to be established from manufacturer's data sheets (to be provided with application) and/or industry references.

### **LR-E: 'Enhanced' M&V:**

- Provide same information as LR-B above, as well as the following information:
  - Spot measurement Root Mean Square (RMS) wattage readings for a minimum of 6 randomly selected lighting fixtures of each type of lamp/ballast combination for both baseline and post-retrofit conditions.
  - Post retrofit measurements must allow for a minimum 100 hours of burn-in
  - (Note: Applicants must be prepared to demonstrate wattage readings during site inspections by the Project Evaluator).

NOTE: Both LR-B and LR-E require the Participant to provide detailed site surveys that include:

- Inventory of lamp/ballast fixture type by area
- Usage area designation and operating periods (e.g. common space 7x24; tenant space – lease hours).
- Counts of operating and non-operating fixtures and lamps

## **2. Equipment Replacement: Chillers, Motors, Refrigeration**

- These Projects may claim either a Demand Savings incentive (\$/kW) or an Energy Savings incentive (\$/kWh).
- Whether load is constant or variable refer to manufacturers' data, industry references, for kW ratings at various load points.
- Assumptions for operating profile, both load and operating hours, to be reviewed by Project Evaluator for reasonableness.
- Participant to provide detailed inventory of all equipment, baseline and proposed post-retrofit, showing quantities, thermal and electrical ratings.

### **ER – B: 'Basic' M&V**

Chillers and Refrigeration:

- Demand Savings determination:
  - Use stipulated values, at 80% of nameplate capacity of operating equipment, of baseline and post-retrofit kW, Baseline kW shall assume OEM rated or shop tested efficiency. In cases where the retrofit nameplate capacity is different from the baseline nameplate capacity (i.e. "right-sizing" of equipment), the baseline equipment will be assumed to operate at 80% of the nameplate capacity of the retrofit equipment.
- Energy Savings determination:





- Use stipulated values for baseline and post-retrofit kW at representative distributed load levels spanning total capacity, multiplied by stipulated operating hours at each point.
- Exclude chiller auxiliary equipment (pumps and cooling tower) unless this equipment is changed as well

**Motors:**

- Energy Savings determination:
  - Use stipulated values for efficiency and power factor, at 80% load, using manufacturer ratings.
  - Energy Savings = Demand Savings x stipulated operating hours
  - if variable load, stipulate efficiency and power factor at representative load levels, and stipulate hours at each level.

**ER – E: ‘Enhanced’ M&V:**

**Chillers and Refrigeration:**

- Demand Savings determination:
  - Baseline and post retrofit performance is to be measured at current peak design load. This is to reflect design load for the facility, not 100% capacity of the equipment. Measurements are to be made at three different times and averaged. Measurements may be normalized to design temperature conditions. If equipment capacity is to be changed, apply the baseline tonnage for both measurements. If Amperage measurements are used they must be referenced to manufacturers’ performance data sheets showing amps vs. tonnage load.
  - In the absence of measured performance data the default assumption will be 60% of retrofit equipment nameplate rated load.
- Energy Savings determination:
  - Baseline and post retrofit performance is to be measured at representative distributed load levels spanning total design loads, multiplied by stipulated operating hours at each point.

**Motors:**

- Demand Savings determination:
  - spot or short term measurements of kW input and power factor.
- Energy Savings determination:
  - Energy Savings = Demand Savings x stipulated operating hours
  - if variable load, measure kW input and power factor at representative load levels, and stipulate operating hours at each level.
  - Measurements shall be made on not less than 20% of a sample population and load of comparable equipment.

**3. HVAC Redesigns (all require ‘Enhanced’ M&V)**

**HVAC – E: ‘Enhanced’ M&V**

- These Projects may claim either a Demand Savings incentive (\$/kW) or an Energy Savings incentive (\$/kWh)
- Review of baseline conditions, including short-term measurement, reference to engineering estimates.
- Engineering review and validation of proposed changes, subject to spot or short-term measurement for post-retrofit conditions.
- Provide proposed M&V plan, consistent with IPMVP protocols.



- Component measures within the HVAC Re-design are to be considered separately and in isolation, to the extent practical.

#### **4. Variable Speed Drives (VSDs)**

- These Projects are likely to claim an Energy Savings incentive (\$/kWh)
- Load is likely constant for baseline, variable (by definition) post retrofit.
- Refer to manufacturers' data, industry references, for kW ratings at various load points.

##### ***VSD – B: 'Basic' M&V***

- Stipulate baseline motor efficiency and power factor if baseline is constant; stipulate efficiency and power factor at representative load levels if baseline is variable; stipulate operating hours at each level.
- Assumptions of operating profile both load and operating hours, will be reviewed for reasonableness.

##### ***VSD – E 'Enhanced' M&V***

- Spot or short-term measurements to establish operating load profile for baseline and post-retrofit conditions.
- Participant should ensure comparable operating conditions for both baseline and post-retrofit measurements.
- Measurements shall be made on not less than 10% of a sample population and load of comparable equipment and operating profiles.

#### **5. Building Envelope**

- These Projects may claim either a Demand Savings incentive (\$/kW) or an Energy Savings incentive (\$/kWh)
- Involves consideration of cooling efficiency in assessing summer savings.
- Refer to manufacturers' data, industry references, for thermal or leakage properties.

##### ***BE – B: 'Basic' M&V***

- Stipulated values for cooling kW/ton
- Stipulated values, derived from detailed simulation modeling provided by the manufacturer of the installed product for typical buildings. The model shall account for actual glazing types, and actual building envelope features, shading, orientation and normal local weather. The model shall be adjusted to the specific site conditions.

##### ***BE- E: 'Enhanced' M&V***

- Refer to ER- E for determination of cooling kW/ton
- Use hour-by-hour annual whole building energy simulation model for Energy Savings, calibrated against whole building metered data for electricity used in the building. (Peak month only for kW). Simulations should demonstrate solar effects and coincident loading for all orientations.
- Detailed models as provided by manufacturers or by the Applicant that account for glazing types and orientation are acceptable in the absence of simulation models for the specific facility.
- Blower door tests are required to demonstrate infiltration reduction

#### **6. Building Automation System (BAS)**

- These Projects are likely to claim an Energy Savings incentive (\$/kWh)
- Recognized as inherently uncertain.
- May be a new BAS installation or an enhancement of an existing system.



**BAS – B: 'Basic'**

- Provide detailed description of baseline and post-retrofit operating conditions, with anticipated savings.
- Provide operating logs or other monitoring data to support claimed operating conditions.
- Discount savings that have supporting baseline data by 25%
- Discount savings that have no supporting baseline data by 50%

**BAS – E: 'Enhanced'**

- Spot or short-term measurements, during the summer season, to substantiate operating profile and set points (baseline and post-retrofit) in a sample of loads.
- Discount savings that can be spot tested by 25%
- Discount savings that cannot be spot tested by 50%

**7. Lighting Controls**

- These Projects are likely to claim an Energy Savings incentive (\$/kWh)
- Recognized as inherently uncertain.
- May be a new installation or an enhancement of an existing system.

**LC – B: 'Basic' M&V**

- Provide detailed description of baseline and post-retrofit operating conditions, with anticipated savings.
- Provide operating logs or other monitoring data to support claimed operating conditions.
- Discount savings that have supporting baseline data by 25%
- Discount savings that have no supporting baseline data by 50%

**LC – E: 'Enhanced' M&V**

- Spot or short-term measurements, during the summer season, to substantiate operating profile and set points (baseline and post-retrofit) in a sample of loads representing not less than 10% of similar circuits.
- Discount savings that can be spot tested by 25%
- Discount savings that cannot be spot tested by 50%

**8. Tenant Sub-Metering**

- These Projects are likely to claim an Energy Savings incentive (\$/kWh)
- Recognized as inherently uncertain.
- Note that there is only one M&V procedure ('Enhanced') that applies to all projects regardless of size. This differs from other Measures in that an initial incentive payment is determined following implementation, with opportunity for additional incentives based on subsequent results achieved.

Savings will be determined according to metered tenant load that is subsequently cost allocated as a result of sub-meter installation. Unoccupied floor space shall not be considered.

**SM – E: 'Enhanced' M&V:**

Provide detailed description of:

- Loads that are proposed to be sub metered
- Details of the tenant billing procedure.



- Description of planned tenant education and engagement activities to support the reduction of discretionary tenant energy usage.
- Preliminary estimate of metered tenant load, including assumptions.
- Actual metered tenant load shall be determined from measurements of at least one month duration following implementation. The initial incentive payment will be based on 5% of this value.

Following an implementation period of not less than 6 months, provide:

- Description of tenant engagement experience and supporting metering of tenant usage over the period.
- A calculation of savings, based on the minimum 6 month engagement period, properly reconciling for vacant space and material changes to energy consuming equipment.
- The incremental payment will be made based on the difference between the post 6-month calculations of savings less the initial 5% payment. There will be no claw back of the initial 5% payment. Discount of incremental savings will be from 0-50% depending on the duration of measurement and quality of data and presentation.

#### **9. Deep Lake Water Cooling (all require 'Enhanced' M&V)**

- These Projects are likely to claim a Demand Savings incentive (\$/kW)

##### **DLWC – E: 'Enhanced' M&V**

- Rigorous review of existing chiller operations, including peripherals (cooling tower, condenser pumps): kW/ton, peak loading, equivalent run-hours. Reference to industry norms, manufacturer's data, and sub-metering data where available. Utilize billing data and interval data for validation where possible.
- Savings will be discounted by a stipulated value to account for energy requirements in the delivery of DLWC.
- The Participant has the option to use actual measured tons and ton-hours post retrofit to confirm final savings.

#### **10. Ground Source Heat Pumps (all require 'Enhanced' M&V)**

##### **GSHP – E: 'Enhanced' M&V**

- Provide details of existing cooling plant operations, and (if applicable) existing electric heat operations. – system type, capacities.
- Provide load calculations as applicable to support the selection of ground source heat equipment.
- Provide equipment details regarding the new ground source heat pump equipment and expected operation, specifically including the installed tons of cooling capacity.

#### **11. Other Custom Measures (all require 'Enhanced' M&V)**

##### ***Other Custom Measures – E: 'Enhanced' M&V:***

M&V for Other Custom Measures must adhere to the principles described in the IPMVP Volume 1, 2002 or later. M&V should also be consistent with the principles described here as applying to the Equipment Replacement Incentive Initiative 2011 – 2014 and consistent with Measure specific M&V procedures as described here, to the extent applicable.



## **12. Power Conditioning Devices (all require 'Enhanced M&V')**

### ***PCD – E: 'Enhanced M&V':***

This procedure addresses the application of power conditioning devices that are connected either directly at end-use equipment or at a distribution panel or service entrance serving multiple end use loads and/or circuits.

Power conditioning devices are employed to provide operational benefits and cost savings through techniques such as voltage regulation, power factor correction, reduction of harmonic content, and elimination of electrical transients.

While tangible operational benefits can result from employing such devices, it must be noted that the Equipment Replacement Incentive Initiative 2011 – 2014 only provides incentives for quantifiable energy reductions and/or peak demand reductions measured as real power (kW) or energy (kWh). To confirm, savings in reactive power (kVar) or apparent power (kVA) are not eligible for incentives.

Savings attributable to the application of power conditioning equipment are considered to be specific to the end use equipment and its operating characteristics, and the local electrical environment.

An ideal M&V approach is to assess the energy usage of given end-use equipment, both with and without the application of the power conditioning device, under identical operating conditions.

In practice, comparing under identical operating conditions may not be practical due to normal variations in equipment loading and electrical supply conditions.

Recognizing this inherent variability, the M&V procedure for Power Conditioning Devices is designed to minimize the effects of variability by employing successive measurements with the power conditioning device activated and not activated ( i.e. 'On-Off') over a period of time.

Specific procedures are as follows:

- Measurements of real power (kW) shall be taken with a three-phase power analyzer capable of recording at a minimum of 128 samples per cycle, and calibrated to within +/- 1% of reading accuracy.
- Measurements shall be taken on the load that is subject to the application of the power condition device under typical operating conditions, with a minimum of expected variability.
- Measurements shall be recorded for successive 15 minute intervals of the power conditioning device being activated and not activated. These recordings shall occur over a period of a minimum of 4 hours duration, over which time there shall be a minimum of 8 fifteen minute periods of the power conditioning device being both activated and not activated.
- Energy (kWh) Savings for the measurement period shall be assessed as the difference between the cumulative recorded energy in each of the 'on' and 'off' intervals. Annual energy savings shall be considered as the % energy savings during the measurement period multiplied by the annual consumption of the measured circuit/application. Annual consumption can be estimated by extrapolating from recorded energy usage of minimum 1 week duration.





- Demand (kW) Savings, if they are to be considered, shall be assessed as the difference in average demand in each of the 'on' and 'off' recorded intervals. Average demand is to be calculated as total cumulative energy in kWh divided by total hours for intervals in which the power conditioning device is activated, and not activated, respectively. Note that for demand savings to be considered the measurements shall be taken on business days during the hours of 11 a.m. to 5 p.m. June through September and the application must be considered to be operating routinely during such times.
- Where multiple Power Conditioning Devices are employed the sample size for measurement shall be 20% of the equipment operating under like conditions.

Savings shall not be extrapolated to alternate operating conditions without measurement under such conditions.

### **13. Elevator - Retrofit (Motors & VSD)**

- These Projects may claim either a Demand Savings incentive (\$/kW) or an Energy Savings incentive (\$/kWh)
- Demand Savings:
  - Use stipulated values for efficiency and power factor, at 80% load, using manufacturer ratings.
- Energy Savings = Demand savings x stipulated operating hours
- Load is likely constant for baseline, variable (by definition) post retrofit.
- If variable load, stipulate efficiency and power factor at representative load levels, and stipulate operating hours at each level.

Refer to manufacturers' data, industry references, for kW ratings at various load points

#### ***ELR – E: 'Enhanced':***

Elevator modifications (where only variable speed drives are added or elevator motors are replaced), are classified as Elevator Retrofit (ELR), and should follow VSD or ER methods, respectively.

In addition to the requirements of VSD or ER methods:

- For Basic methods the Demand Savings shall be computed to reasonably reflect the likely elevator operating profile on business days during the hours of 11 a.m. to 5 p.m. June through September.
- For Enhanced methods, continuously record the electricity use of all affected equipment for duration sufficient to establish an operating profile, minimum of 24 hours, for both baseline and retrofit conditions. Provide evidence that building occupancy was similar for the two test periods, and how they might be different for normal summer occupancy. Recordings shall show power draw averaged over one hour intervals. These recordings shall be used:
  - for kW calculations, to determine the measured electrical demand that occurs during typical summer peak periods on the associated utility meter; and
  - for kWh calculations, to support the stipulation of annual motor operating hours for each representative load level, with due consideration of operating profile during off peak periods.

### **14. Elevator - Controls**

- These Projects may claim either a Demand Savings incentive (\$/kW) or an Energy Savings incentive (\$/kWh)
- Demand Savings determination:



- Use stipulated values for efficiency and power factor, at 80% load, using manufacturer ratings.
- Energy Savings determination:
  - $\text{Energy Savings} = \text{Demand Savings} \times \text{stipulated operating hours}$

All other types of elevator modifications, including elevator replacement, are classed as Elevator Controls (ELC), and recognized as inherently uncertain. Due to the variability in elevator usage and the lack of established information on which to base assumed usage profiles, no Basic method is available.

**ELC – E: ‘Enhanced’ (for all sizes of elevator control projects)**

- Describe the normal weekly elevator usage profile, and the baseline and post-retrofit control logic.
- Continuously record the electrical load of all affected equipment for one week that is representative of normal operation, under both baseline and retrofit conditions. Where multiple, identical elevators exist measurements shall be made on not less than 10% of the sample population. Electrical recordings shall show power draw averaged over one hour intervals. These recordings shall be used:
  - to determine the kW impact of the retrofit during peak daytime hours.; and
  - to determine the weekly change in total kWh, which must then be adjusted for any changes in relevant occupancy conditions, and projected to annual kWh savings.
- For the period of the electrical logs, provide information to demonstrate that occupancy was normal or at least the same during the two periods. Also provide logs to show that the baseline and control logic remained in place throughout the respective periods.







Project Evaluator's Comments:

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I have reviewed the Project M&V Procedures for this Project with the Project Evaluator and I accept the figures presented in the table above. I acknowledge that these figures, as approved and amended by the LDC, shall provide the basis for any Participant Incentive payments to which I may be entitled to pursuant to the **saveONenergy** RETROFIT Participation Agreement.

Participant's Name	Participant's Title	Participant's Signature

We have completed a *Pre-Installation Audit* of the project in accordance with the terms of the **saveONenergy** RETROFIT Project M&V Procedure for Custom Projects.

Project Evaluator's Name:	
Company:	
Project Evaluator's Signature:	





## **EXHIBIT G**

### **TENANT EDUCATION PROPOSAL**

A Tenant Education Proposal will consist of one or more of the following options:

#### **Option 1:**

A plan for developing information packages or letters to be distributed to all tenants of a Facility and posters to be displayed in common areas of a Facility for the following three proposed Project milestones and with the following content:

- (a) *Prior to Project commencement:* Information and benefits of the proposed Project(s) to be implemented at the Facility and tips for residents to reduce electricity consumption.
- (b) *During Project implementation:* At least one status update of Project progress, identify key areas of energy misuse or loss within the Facility and reinforcement of tips provided in first milestone.
- (c) *Within 30 days following Project completion:* Identify and make available tools for residents to use energy more wisely and reinforcement of tips provided in first milestone. For example, make available watt meters to building residents which can be signed out to monitor their plug-in loads and help make energy conservation decisions.

Reinforcement may include repetition of previously communicated tips and/or new tips not previously offered.

In addition to the content for the above milestones, the following components must also be included within the proposal:

- Proposed budget including any costs associated with developing and printing information packages.
- Proposed timelines for identified deliverables.

#### **Option 2:**

Provide proposal for hosting at least one tenant engagement session held after project commencement but before 30 days following project completion offered to all tenants of the building, which includes content for the following elements:

- Prior to project commencement, develop and distribute invitations to the tenant engagement session including information regarding the proposed project to be implemented at the multi-residential facility.

- The session should present information and benefits of the energy efficient project, explain how residents can modify their consumption behaviour, and include tips and tools for residents to reduce electricity usage.
- Session handouts for residents which include at the minimum key points delivered in presentation and tips for using energy and water wisely.

In addition, the proposal should also include the following elements:

- Proposed budget including any costs associated with developing and delivering tenant engagement session.
- Proposed timelines for identified deliverables.

### **Option 3:**

A plan to develop, deliver and provide specific content for the following three elements:

- (a) *Provision of Information:* Prior to project commencement, provide information packages/letters distributed to all residents and posters displayed in common areas of the building which include the following:
  - Information and benefits of the proposed project(s) to be implemented at the multi-residential facility
  - Tips to reduce electricity consumption
  - Information regarding survey to be distributed
- (b) *Tenant Survey:* Design and distribute an anonymous tenant survey prior to Project completion which at a minimum, includes the following elements:
  - Demographics of resident's i.e. age, occupations, etc.
  - Consumption behaviour of residents i.e. what appliances residents use and when, do they turn appliances on when they get home, when they do laundry, types of lights used, etc.
  - Suggestions for energy conservation improvements in the building.
  - Identification of ways residents have been savings electricity.
- (c) *Make available results of survey:* Within 30 days of Project completion, make available in common areas of the multi-residential building which is visible to all tenants, ways residents are savings electricity, tips for reducing electricity consumption tailored to the consumption behaviours identified in survey.

In addition to the content for the survey, the proposal must also include the following elements:

- Proposed budget including any costs associated with developing and delivering tenant engagement session.
- Proposed timelines for identified deliverables.

**OPA Commercial & Institutional Province-wide Program –  
Direct Install Lighting and Water Heating Initiative - Schedule “C-3”**

**to Master CDM Program Agreement**

**DIRECT INSTALL LIGHTING AND WATER HEATING INITIATIVE 2011 – 2014**

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**OPA Commercial & Institutional Province-wide Program (the “Program”) –  
Direct Install Lighting and Water Heating Initiative**

**to Master CDM Program Agreement**

**DIRECT INSTALL LIGHTING AND WATER HEATING INITIATIVE 2011 - 2014**

**RECITALS:**

1. The Initiative in this Schedule is the Direct Install Lighting and Water Heating 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 a free installation of eligible lighting and water heating measures of up to \$1,000, excluding Applicable Taxes, to owners and tenants of commercial, institutional and agricultural facilities and multi-family buildings meeting the Eligibility Criteria for the Initiative, for the purpose of achieving Electricity Savings and Peak Demand Savings by upgrading to more energy-efficient equipment for specified eligible lighting and water heating equipment.
4. The LDC will hire Contractors to remove pre-existing equipment and install new energy-efficient equipment. The LDC will pay the Contractor up to \$1,000, excluding Applicable Taxes, for the Direct Install Eligible Costs for each Work Order meeting the Eligibility Criteria.
5. If the Participant wishes to have equipment installed in excess of the \$1,000 amount, excluding Applicable Taxes, being paid by the LDC, the Participant will be responsible to pay for such installations, but will have such payments reduced by the amount of the Standard Incentive. The LDC will pay the Contractor for discounts provided in accordance with the Standard Incentive amounts in this Schedule.
6. The LDCs, through their relationship with non-residential Distribution Consumers, will encourage and assist them to partake 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:

**“Application”** means an application submitted by an electricity consumer to the LDC requesting an Assessment with a view to participating in this Initiative;

**“Assessment”** means a review of the lighting and water heating equipment at the Facility of an Eligible Person in order to assess and evaluate appropriate Eligible Measures for such Facility;

**“Assessor”** means an employee of the LDC or a third party service provider to the LDC who conducts Assessments;

**“Contractor”** means an employee of the LDC or a third party service provider to the LDC who may be hired pursuant to Section 3.4;

**“Contractor Payment”** means the sum of the Direct Install Eligible Cost Payment and the Standard Incentive Payment;

**“Direct Install Eligible Cost”** means the cost listed in the column titled “Direct Install Eligible Cost” in the Eligible Measures Price List in Exhibit “A2”;

**“Direct Install Eligible Cost Payment”** means the Direct Install Eligible Cost multiplied by the number of corresponding Eligible Measures for all Eligible Measures installed;

**“Eligibility Criteria”** means both the Participant Eligibility Criteria and the Facility Eligibility Criteria as set out in Exhibit “A1”;

**“Eligible Measures”** means the removal of Existing Equipment and the installation of any Retrofit Measures listed in the Eligible Measures Price List;

**“Eligible Measures Price List”** means a list of Eligible Measures available under this Initiative and the corresponding Direct Install Eligible Cost and Standard Incentive as described in Exhibit “A2”;

**“Equipment Replacement Incentive Initiative”** means the initiative under the Program which provides incentives to Eligible Persons who upgrade to more energy-efficient equipment within their buildings/premises for lighting, space cooling, ventilation and other measures and is more fully described in Schedule “C-2”;

**“Existing Equipment”** means the equipment listed in the “Existing Equipment” column of Exhibit “A2”;

**“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;

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

**“Participant”** means an Eligible Person who has (i) agreed to the terms and conditions in the Participant Agreement, (ii) satisfied the Eligibility Criteria, 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 conducting Assessments, subject to Section 4.1(c);

**“Participant Contribution”** means the amount payable by the Participant to the Contractor for costs associated with the installation of Eligible Measures in excess of the Contractor Payment amount;

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

**“Payment Threshold”** means \$300, excluding Applicable Taxes, per completed Work Order;

**“QA/QC Inspections”** has the meaning given to it in Section 5.1(a);

**“Retrofit Measures”** means the measures listed in the column entitled “Retrofit Measures” on the Eligible Measures Price List in Exhibit “A2”;

**“Sampling Protocol”** means the protocol to create a randomly selected sample of Work Orders such that:

- (a) the Facilities are geographically spread over the LDC’s service area;
- (b) each Contractor is represented in the sample;
- (c) the number of Work Orders sampled in a calendar year, based on an estimate of the number of Work Orders in that calendar year, is (i) sufficient to provide a confidence level that is at least 95% with a margin of error no greater than 5%, assuming a response distribution of 3%; or (ii) equal to 10% of all estimated Work Orders, whichever of (i) or (ii) is less.

**“Standard Incentive”** means the incentive amount listed in the column titled “Standard Incentives” in the Eligible Measures Price List in Exhibit “A2”;

**“Standard Incentive Payment”** means the Standard Incentive multiplied by the number of corresponding Eligible Measures for all Eligible Measures installed;

**“Schedule”** means this Schedule “C-3” and the exhibits attached hereto; and

**“Work Order”** means the completed work order form in the form attached as Exhibit “C”.

## 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"	Participant Agreement
Exhibit "C"	Work Order Form

## 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:

#### Staffing

- (a) making Assessors available to Eligible Persons. For certainty, Assessors may also be Contractors;
- (b) training Assessors:
  - (i) to confirm that non-residential Distribution Consumers are in fact eligible to participate in the Initiative; and
  - (ii) to identify, at Facilities, Existing Equipment which can be replaced with Retrofit Measures listed on the Eligible Measures Price List;
- (c) making Assessors available to visit Facilities of Eligible Persons to conduct Assessments;
- (d) hiring Contractors in accordance with section 2.7 of the Master Agreement;

#### Electricity Consumer Relationship

- (e) identifying and recruiting electricity consumers in its service area that qualify as Eligible Persons;

- (f) scheduling appointments with each Eligible Person and an Assessor for the purpose of conducting an Assessment; and
- (g) informing Eligible Persons about training opportunities that may be made available by the OPA from time to time.

## **2.2 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 shall maintain 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.”

# **ARTICLE 3 APPLICATIONS, ASSESSMENTS, PARTICIPANT AGREEMENTS AND WORK ORDER FORMS**

## **3.1 Applications**

If a non-residential Distribution Consumer submits an Application, the LDC shall:

- (a) review each Application for completeness;
- (b) within 30 days after receipt of the Application, notify the non-residential Distribution Consumer if the LDC determines that its Application is incomplete, and may afford the non-residential Distribution Consumer an opportunity to correct such deficiencies;
- (c) for those Applications that the LDC determines to be complete, have an Assessor contact the non-residential Distribution Consumer within 30 days after receipt of the Application to arrange an Assessment where (i) the Assessor will confirm that the non-residential Distribution Consumer and the Facility meet the Eligibility Criteria. The LDC will not, without first obtaining the written consent of the OPA, waive or modify any of the Eligibility Criteria; and (ii) identify Existing Equipment at the Facility which may be replaced with Retrofit Measures. The LDC shall have the Assessor conduct the Assessment as arranged;
- (d) have its Assessors recommend Eligible Measures to be installed in respect of which the Assessor will calculate the Contractor Payment and the Participant Contribution (if any) based on the proposed Eligible Measures and using the Direct Install Eligible Costs and Standard Incentives (if any); and
- (e) notify the OPA of Applications that have been submitted by an non-residential Distribution Consumer outside its service area.

### 3.2 Assessments and Work Orders

- (a) LDCs may have Assessors contact potential non-residential Distribution Consumers directly to participate in this Initiative without the non-residential Distribution Consumer submitting an Application pursuant to Section 3.1 above.
- (b) If the non-residential Distribution Consumer agrees to have an Assessment conducted, then the Assessor will:
  - (i) confirm that the non-residential Distribution Consumer meets the Participant Eligibility Criteria and that the Facility meets the Facility Eligibility Criteria. The LDC will not, without first obtaining the written consent of the OPA, waive or modify any of the Eligibility Criteria; and
  - (ii) conduct an Assessment identifying Existing Equipment at the Facility which may be replaced with Retrofit Measures.
- (c) If, after an Assessment, the Assessor recommends Eligible Measures to be installed, the Assessor will calculate the Participant Contribution (if any) and the Contractor Payment based on the proposed Eligible Measures to be installed using the Direct Install Eligible Costs, the Standard Incentive (if any).
- (d) Where an Assessment is conducted (pursuant to either Section 3.1 or Section 3.2(b)), and where the Eligible Person has agreed to have Eligible Measures installed:
  - (i) prior to installing any Eligible Measures, the LDC, through the Assessor or the Contractor, will ensure that the Eligible Person executes a Work Order and the Participant Agreement in the form attached as Exhibit “B”; and
  - (ii) the LDC shall ensure that the Work Order shall at a minimum include the information, terms and conditions contained in the form of Work Order attached as Exhibit “C”. The Work Order shall provide that the Contractor will install the Eligible Measures identified in the Work Order.
- (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 2(f) 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 LDC shall install 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 completion of all such Eligible Measures in accordance with Good Industry Practice.

- (g) After the work is completed, the LDC shall (i) confirm that Participant signed the Participant Agreement, (ii) confirm that the Work Order is complete and signed by the Participant, (iii) calculate the Contractor Payment, (iv) confirm that the Direct Install Eligible Costs Payment meets or exceeds the Payment Threshold, and (v) confirm that the Contractor has invoiced all Applicable Taxes. Where a Participant Contribution has been made, the LDC will review a copy of the Contractor's invoice to the Participant (based on the Eligible Measures Price List) to confirm that the amounts charged to the Participant and the discounts granted to the Participant are in accordance with the terms of this Agreement.

### **3.3 Installation of Eligible Measures, Decommissioning/Disposal and Participant Contributions**

- (a) The LDC shall ensure that:
  - (i) the Existing Equipment and any waste products that result from the installation 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). The LDC shall also consider disposing of such residual material in accordance with environmental best practices; and
  - (ii) such items are not re-used by the Participant or any other Person;
- (b) LDC shall ensure that Contractors do not charge Participants any amounts in addition to the Direct Install Eligible Costs for any Eligible Measure; and
- (c) The LDC shall ensure that the maximum amount of a Participant Contribution for any Eligible Measure, where a Standard Incentive is applied, will be the difference between the respective Direct Install Eligible Cost and the Standard Incentive for such Eligible Measure.

### **3.4 Hiring Contractors**

At its option, the LDC may contract with a Contractor on reasonable commercial terms, to install the Eligible Measures and to dispose of Existing Equipment and waste products, in each case on behalf of the LDC, and in accordance with Laws and Regulations (including, in the case of a Contractor that is an Affiliate, in accordance with the OEB's Affiliates Relationships Code for Electricity Distributors and Transmitters) and Good Industry Practice, and in accordance with the electrical safety requirements of the *Electrical Safety Act* (Ontario). The LDC 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.

**ARTICLE 4**  
**PARTICIPANT INCENTIVES UNDER THE INITIATIVE**

**4.1 Payment of Direct Install Eligible Costs Payment and Participant Based Funding by OPA to LDC**

- (a) The LDC shall invoice the OPA for Direct Install Eligible Costs Payments and Participant Based Funding Amounts pursuant to Section 4.6 of the Master Agreement.
- (b) The OPA shall pay Direct Install Eligible Costs Payments and Participant Based Funding Amounts to the LDC for each Work Order only where:
  - (i) the Participant and the Facility meet the Participant Eligibility Criteria and the Facility Eligibility Criteria, respectively;
  - (ii) the quantity of any Eligible Measure is a whole number (fractions of or part measures will not be eligible);
  - (iii) the amount to be paid in respect of Direct Install Eligible Costs, for any one Work Order, is greater than the Payment Threshold and no more than \$1,000 (excluding all Applicable Taxes);
  - (iv) the Participant has signed a Work Order confirming that (i) Eligible Measures were to be installed and (ii) that such Eligible Measures were in fact installed;
  - (v) the Participant has agreed to the terms and conditions of the Participant Agreement;
  - (vi) the Eligible Measures were installed on or before December 31, 2014;
  - (vii) the executed Work Order has been provided to the OPA by the LDC within 90 days of the Eligible Measures being installed; and
  - (viii) the executed Work Order has been provided to the OPA by the LDC on or before March 31, 2015.
- (c) The LDC shall invoice the OPA for Participant Based Funding Amounts which:
  - (i) are reasonable,
  - (ii) are actually incurred by the LDC and payable to a third party service provider for conducting an Assessment that resulted in the installation of Eligible Measures, and
  - (iii) do not include any fee or mark-up,up to a maximum amount of [REDACTED] excluding Applicable Taxes.



- (d) For certainty, costs such as salaries, expenses associated with LDC employees, any overhead, any internal LDC costs or LDC Program Administration Expenses shall not be eligible as Participant Based Funding Amounts.
- (e) The OPA shall pay the LDC in accordance with Section 4.6 of the Master Agreement.
- (f) The Eligible Measures Price List does not include Applicable Taxes. The LDC shall be responsible, in accordance with Laws and Regulations, for collecting and remitting all Applicable Taxes in respect of Eligible Measures installed.

#### **4.2 Payment of Standard Incentives by OPA to LDC**

- (a) Where the Direct Install Eligible Costs total to more than \$1,000, excluding Applicable Taxes, the amount calculated using whole numbers of Eligible Measures that does not exceed \$1,000, excluding Applicable Taxes, will be treated in accordance with Section 4.1. Any additional Eligible Measures will be paid as follows:
  - (i) The LDC shall invoice the OPA in accordance with Section 4.6 of the Master Agreement for reimbursement of Standard Incentives, offered by Contractors to Participants, and which amounts are to be reimbursed by the LDC to Contractors.
  - (ii) The OPA shall pay such amounts to the LDC where:
    - (A) the Participant and the Facility meet the Participant Eligibility Criteria and the Facility Eligibility Criteria, respectively;
    - (B) the Participant has signed a Work Order confirming that (i) the Participant agreed to have Eligible Measures installed and (ii) that such Eligible Measures were in fact installed;
    - (C) the Participant has agreed to the terms and conditions of the Participant Agreement;
    - (D) the Eligible Measures were installed on or before December 31, 2014;
    - (E) the executed Work Order has been provided to the OPA by the LDC within 90 days of the Eligible Measures being installed;
    - (F) the executed Work Order has been provided to the OPA by the LDC on or before March 31, 2015
- (b) The OPA shall pay the LDC in accordance with Section 4.6 of the Master Agreement.

- (c) The Eligible Measures Price List does not include Applicable Taxes. The LDC shall be responsible, in accordance with Laws and Regulations, for collecting and remitting all Applicable Taxes in respect of Eligible Measures installed.

#### **4.3 Responsibility for Eligibility Criteria Being Met**

- (a) The LDC is responsible for ensuring that the Eligibility Criteria have been met by the Participant.
- (b) If the Eligibility Criteria have not been met by any Participant, 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 5 QUALITY ASSURANCE/QUALITY CONTROL PROCEDURES**

#### **5.1 QA/QC Inspection Sample Size**

The LDCs will undertake quality assurance/quality control inspections (“QA/QC Inspections”). Throughout the Term and at regular intervals, the LDC will visit Facilities for which Work Orders have been submitted and approved, which will be selected in accordance with the Sampling Protocol. Each QA/QC Inspection shall take place while the Contractor installs the Eligible Measures. No later than every December during the Term, the number of Work Orders that will be subject to the QA/QC Inspections will be recalculated for the following year in accordance with the Sampling Protocol using the number of Participants during the year just completed to inform the estimate for the following year. The estimate calculated at the start of a year will be recalculated mid-year if reasonably necessary based on the actual approved number of Work Orders compared to the estimate. The LDC may carry out the QA/QC Inspections through employees or third party service providers to LDCs, provided the firm or person conducting the QA/QC Inspection is not also an Assessor or a Contractor.

#### **5.2 QA/QC Inspection Procedure**

The LDC shall determine for each QA/QC Inspection:

- (a) the Eligibility Criteria were met;
- (b) the work done is an Eligible Measure, and was installed in accordance with the Work Order;
- (c) Section 3.3(a) was complied with;
- (d) the Participant signed the Work Order and the Participant Agreement;

- (e) the invoices submitted by the Contractor to the LDC in connection with the Work Order accurately set forth the model numbers or descriptions and quantities of purchased Retrofit Measures;
- (f) the Contractor Payment was calculated correctly; and
- (g) all other requirements of the Work Order and Participant Agreement were complied with.

### 5.3 QA/QC Inspection Results

The LDC will categorize the QA/QC Inspection results into one of the following categories:

- (a) “No Discrepancies” – means, in relation to the Facilities inspected, that all Eligibility Criteria were met, and all Existing Equipment was disposed of in accordance with Section 3.3(a);
- (b) Minor Discrepancies – all Eligibility Criteria were met, but up to 25% of the reported Eligible Measures installed were not located during the inspection, and/or some or all of the Existing Equipment was not disposed of in accordance with Section 3.3(a); or
- (c) Major Discrepancies – all Eligibility Criteria were met, but more than 25% of the reported Eligible Measures installed were not located during the inspection and/or some or all of the Existing Equipment was not disposed of in accordance with Section 3.3(a).

In the case of Minor Discrepancies, the LDC will notify the Contractor(s) in writing of the above findings, and remedy or require the Contractor to remedy the discrepancy within 30 days after notification. In the case of Major Discrepancies, the LDC will notify the applicable Contractor(s) in writing of the above findings, and remedy or require the Contractor to remedy the discrepancy within 30 days after notification. The LDC will, working together with the Contractor(s), determine the cause(s) of the discrepancies and the remedial actions to be taken to prevent recurrence of such discrepancies. The LDC will advise the OPA in writing of such findings and remedial actions taken together with the results of the follow-up inspections.

The LDC may also categorize the QA/QC Inspection results as:

- (d) Ineligibility – the Eligibility Criteria were not met.

In the case of Ineligibility, the LDC will notify the Participant, the Assessor and/or the Contractor (as applicable) in writing, and enforce the Participant Agreement in accordance with Section 4.3(b). The LDC will, working together with the Assessor and/or the Contractor, determine the cause(s) of the discrepancies and the remedial actions to be taken to prevent recurrence of such discrepancies. The LDC will advise the OPA in writing of such findings and remedial actions taken together with the results of the follow-up inspections. Where a Contractor repeatedly fails to ensure that the Eligibility Criteria are met, the OPA shall not be obligated to provide Contractor Payments for Eligible Measures

installed by such Contractor, effective two Business Days after the OPA delivers written notice to the LDC. Where an Assessor repeatedly fails to ensure that the Eligibility Criteria are met, the OPA shall not be obligated to provide Participant Based Funding for such Assessor, effective two Business Days after the OPA delivers written notice to the LDC.

#### **5.4 Increase in QA/QC Inspection Sample Size**

Where the LDC advises the OPA of Major Discrepancies or Ineligibility pursuant to Section 5.3 above, the OPA may require the LDC to conduct additional QA/QC Inspections of Work Orders submitted by that Assessor and/or Contractor for a three month period or until such time as there are no further instances of Major Discrepancies or Ineligibility. The increased sample size shall be based on the total number of estimated Participants for such Assessor(s) or Contractor(s) in the three month period, (a) sufficient to provide a confidence level that is at least 99% with a margin of error no greater than 5%, assuming a response distribution of 3%; or (b) equal to 20% of all estimated Participants for such Assessor(s) or Contractor(s) in the three month period, whichever of (a) or (b) is less.

#### **5.5 QA/QC Annual Report**

The LDC will provide an annual report to the OPA by March 31<sup>st</sup> of the following year summarising the results of the QA/QC Inspections for the previous calendar year, LDC actions in accordance with Section 5.3 and 5.4, and the outcome.

### **ARTICLE 6 DATA REQUIREMENTS**

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

Unless otherwise available through the Program Management System, the LDC will remit to the OPA for all completed Eligible Projects, on at least a monthly basis, the following data in a format to be provided by the OPA:

- (a) all data from Work Orders;
- (b) data from any invoices provided by the Contractor to the Participant where Participant Contributions are being made; and
- (c) data from invoices from the Assessors to LDC.

## **EXHIBIT “A1” ELIGIBILITY CRITERIA**

### **Eligibility Criteria**

To be a Participant under the Direct Install Lighting and Water Initiative, the non-residential Distribution Consumer, and the Facility in respect of which such Person is applying, must meet the Participant Eligibility Criteria and the Facility 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 installed 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) have not installed any Eligible Measures or purchased the Retrofit Measures prior to having entered into a Work Order.

#### **2. Facility Eligibility Criteria**

To be eligible to participate in this Initiative:

- (a) the Facility must be within the LDC’s service area;
- (b) where the Facility is individually metered by the LDC, the Facility must be the subject of a General Service <50kW Account;
- (c) where the Facility is not individually metered by the LDC, the average estimated demand of all units connected to that meter over a twelve month period is less than 50 kW based on the bulk metered data;
- (d) the Facility has not have previously participated in this Initiative;
- (e) the Facility has not participated in the Power Savings Blitz (Small Commercial Direct Install Program); and
- (f) the Facility has not received the Existing Equipment being replaced in the Equipment Replacement Incentive Initiative or its predecessor OPA-funded programs including, without limitation Toronto Hydro – Business Incentive Program, Building Owners and Managers Association of Toronto CDM Program, City of Toronto – Existing Buildings Program, and the Greensaver/Multi-Family Energy Efficiency Rebate Program or Enbridge High Performance New Construction Program.

**EXHIBIT “A2”**  
**[INSERT INITIATIVE MARKETING NAME]**  
**ELIGIBLE MEASURES PRICE LIST**

Measure Number	ELIGIBLE MEASURE		Direct Install Eligible Cost	Standard Incentives
	Existing Equipment to be replaced by Retrofit Measure	Retrofit Measure		
	<b>8' -T12-75W-Magnetic Ballasts</b>	<b>T8-Electronic Ballast</b>		
1	1 Lamp	2 – 4' 32W LBF	\$89.75	\$17.00
2	1 Lamp	1 – 8' 59W LBF	\$84.00	\$17.00
3	1 Lamp	2 – 4' 25W NBF	\$93.50	\$17.00
4	2 Lamps	4 – 4' 32W LBF	\$99.75	\$17.00
68	2 Lamps	4 – 4' 25W HBF	\$107.00	\$17.00
5	2 Lamps	2 – 4' 32W BF > 1.1 + reflector	\$121.00	\$17.00
46	4 Lamps	4 – 4' 32W BF > 1.1 + reflector	\$128.25	\$17.00
48	2 Lamps	2 – 8' 59W NBF	\$93.50	\$17.00
49	4 Lamps	4 – 8' 59W lamps with 2 electronic ballasts NBF	\$156.00	\$17.00
	<b>8' -T12-60W-Magnetic Ballasts</b>	<b>T8-Electronic Ballast</b>		
6	2 Lamps	4 – 4' 32W LBF	\$99.75	\$17.00
69	2 Lamps	4 – 4' 25W NBF	\$107.00	\$17.00
7	2 Lamps	2 – 4' 32W BF > 1.1 + reflector	\$121.00	\$17.00
50	2 Lamps	2 – 8' 59W NBF	\$93.50	\$17.00
51	4 Lamps	4 – 8' 59W lamps with 2 electronic ballasts NBF	\$156.00	\$17.00
	<b>4' -T12-40W-Magnetic Ballasts</b>	<b>T8-Electronic Ballast</b>		
8	1 Lamp	1 – 4' 32W LBF	\$43.00	\$17.00
70	1 Lamp	1 – 4' 25W NBF	\$45.00	\$17.00
9	2 Lamps	1 – 4' 32W BF > 1.1 + reflector	\$67.00	\$17.00
10	2 Lamps	2 – 4' 32W LBF	\$50.50	\$17.00
71	2 Lamps	2 – 4' 25W NBF	\$54.25	\$17.00
11	4 Lamps	2 – 4' 32W BF > 1.1 + reflector	\$81.25	\$17.00
12	4 Lamps	4 – 4' 32W LBF	\$59.25	\$17.00
72	4 Lamps	4 – 4' 25W NBF	\$66.50	\$17.00
	<b>4' -T12-34W-Magnetic Ballasts</b>	<b>T8-Electronic Ballast</b>		
13	1 Lamp	1 – 4' 32W LBF	\$43.00	\$17.00
73	1 Lamp	1 – 4' 25W NBF	\$45.00	\$17.00
14	2 Lamps	1 – 4' 32W BF > 1.1 + reflector	\$67.00	\$17.00
15	2 Lamps	2 – 4' 32W LBF	\$50.50	\$17.00
74	2 Lamps	2 – 4' 25W NBF	\$54.25	\$17.00
16	4 Lamps	2 – 4' 32W BF > 1.1 + reflector	\$81.25	\$17.00
17	4 Lamps	4 – 4' 32W LBF	\$59.25	\$17.00
75	4 Lamps	4 – 4' 25W NBF	\$66.50	\$17.00
	<b>4' -T8 32W-Magnetic Ballasts</b>	<b>T8-Electronic Ballast</b>		
52	2 Lamps	2 – 4' 25W NBF	\$62.50	\$17.00
76	4 Lamps	4 – 4' 25W NBF	\$66.50	\$17.00
	<b>High Output T12-Magnetic Ballasts</b>	<b>High Output T8-Electronic Ballast</b>		
53	2 – 4' T12 High Output Lamps	2 – 4' High Output T8 lamps with electronic ballasts	\$130.00	\$17.00
54	2 – 8' T12 High Output Lamps	2 – 8' High Output T8 lamps with electronic ballasts	\$156.00	\$17.00
	<b>Metal Halide</b>	<b>Metal Halide Direct Lamp Replacement</b>		
55	175W Metal Halide	1 – 150W Metal Halide Direct Lamp replacement ANS#M152/O	\$50.00	\$6.00
56	400W Metal Halide	1 – 360W Metal Halide Direct Lamp replacement	\$52.00	\$6.00
	<b>Metal Halide</b>	<b>T8 Replacement</b>		
57	250W Metal Halide	6 – 4' 32W NBF	\$188.75	\$120.00
58	400W Metal Halide	8 – 4' 32W NBF	\$207.00	\$150.00
	<b>U-Shaped -34W/40W-Magnetic Ballasts</b>	<b>2' -T8-32W-Electronic Ballast</b>		
18	2 Lamps	2 U-Tube Lamps	\$56.75	\$17.00
19	2 Lamps	2 Linear 2' + Reflector F17T8	\$78.25	\$17.00
	<b>Exit Sign - Incandescent</b>	<b>ENERGY STAR® qualified LED Exit Sign</b>		
20	2-15W Lamps	3W LED	\$33.00	\$15.00
21	2-15W Lamps	Replace entire fixture with LED sign	\$94.00	\$15.00
	<b>Standard Incandescent (A Lamp)</b>	<b>ENERGY STAR qualified CFL (Screw-in replacement)</b>		
22	40W	11W	\$13.00	\$1.00
23	60W	13W	\$13.00	\$1.00
24	100W	23W	\$14.00	\$1.00
25	150W	28W-32W	\$17.75	\$1.00
	<b>Standard Incandescent (A Lamp)</b>	<b>ENERGY STAR qualified CFL GU-24 fixture e.g. surface mount</b>		
59	40W	11W	\$33.50	\$1.00
60	60W	13W	\$33.50	\$1.00
61	100W	23W	\$33.50	\$1.00
62	150W	28W	\$38.50	\$1.00
	<b>Incandescent R Lamp on Dimmers</b>	<b>ENERGY STAR qualified Dimmable CFL Lamp</b>		
63	65 – 75W Incandescent R Lamp	14 – 16W Dimmable CFL Lamp	\$30.50	\$6.00
64	100 – 150W Incandescent R Lamp	22 – 26W Dimmable CFL Lamp	\$37.00	\$6.00
<b>Compact Fluorescent Lighting</b>				
	<b>PAR Lights - Flood or Spot - recessed down lighting</b>	<b>ENERGY STAR qualified PAR CFL</b>		
26	60W PAR38/30/20	15W CFL PAR38/30/20	\$20.25	\$4.00
27	75W PAR38/30/20	18W CFL PAR38/30/20	\$20.25	\$4.00
28	100W PAR38/30/20	26W CFL PAR38/30/20	\$27.75	\$4.00
	<b>PAR Lights – Track lighting or product highlighting</b>	<b>ENERGY STAR qualified Flood CFL</b>		

29	40 - 60W standard incandescent	15W CFL	\$20.25	\$6.00
65	40 - 60W standard halogen	29W - 32W Halogen IR (for all types including MR16)	\$17.50	\$3.00
30	40 - 60W standard halogen	29W-32W IR Coated Halogen	\$14.75	\$3.00
31	75W standard incandescent	18W CFL	\$20.25	\$6.00
32	75W standard incandescent	50W Halogen	\$14.75	\$5.00
33	90 Watt Halogen	23 to 28W CFL Par 38/30	\$27.75	\$4.00
34	90 Watt Halogen	60W Halogen IR	\$ 23.25	\$5.00
35	100W standard incandescent or greater	26W CFL	\$27.75	\$6.00
36	100W standard incandescent or greater	50-75W Halogen	\$19.25	\$5.00
<b>Water Heater (Electric Water Heater Only)</b>				
37	No Insulation Jacket (50 to 119 Gal)	Insulation Jacket 5/32" barrier bubble film laminated between two layers of foil	\$44.00	N/A
38	No Insulation Jacket (12 to 40 Gal)	Insulation Jacket 5/32" barrier bubble film laminated between two layers of foil	\$34.25	N/A
39	No Pipe insulation	Pipe insulation (10 ft flexible polyethylene insulation on outlet pipe (for 1.2" and 3/4" diameter pipe)	\$13.75	N/A
<b>Low Flow Aerator (Electric Water Heater Only)</b>				
40	Aerator (Average 2.75gpm)	Aerator (Average 1.5 gpm)	\$13.25	N/A
<b>T12 Tube Guard</b>				
66	4' T12 Tube Guard	4' T8 Tube Guards	\$4.00	N/A
67	8' T12 Tube Guard	8' T8 Tube Guards	\$ 7.00	N/A
<b>Authorized Contractor Program (ACP)</b>				
41	Authorized Contractor Program (ACP)	Work Order cost <\$500 (Labour and materials)	\$ 26.00	N/A
42	Authorized Contractor Program (ACP)	Work Order cost >\$500 - \$2000 (Labour and materials)	\$51.00	N/A
43	Authorized Contractor Program (ACP)	Work Order cost >\$2001 - \$5000 (Labour and materials)	\$88.00	N/A
44	Contractor (Non-Classified Locations)	First 10 devices or fraction thereof	\$64.00	N/A
45	Contractor (Non-Classified Locations)	Each additional 10 devices or fraction thereof	\$7.00	N/A
47	Contractor (Non-Classified Locations)	Minimum fee if the total fee for the application for inspection is less than \$71	\$71.00	N/A

Date: January 1, 2011

The above prices do not include HST or other applicable taxes

Only CEE High Performance lamps and ballasts are eligible

32W lamps and ballasts for 4' T8's must be on the CEE high performance wattage list.

25W lamps and ballasts must be on the CEE reduced wattage list.

Note: Products shall be ENERGY STAR® approved and ULC or CSA listed if applicable. Products shall meet all building codes and be approved by duly licensed and qualified electrical inspectors.

LBF – Low Ballast Factor

NBF – Normal Ballast Factor

HBF – High Ballast Factor

**EXHIBIT “B”**  
**[INSERT INITIATIVE MARKETING NAME]**  
**PARTICIPANT AGREEMENT**

As consideration for the installation of the Eligible Measures (as listed in section 7 of the Work Order) and the Standard Incentives (as calculated in section 7 of the Work Order) discount, and pursuant to the Work Order, the Participant (as identified in section 2 of the Work Order) agrees to the following terms and conditions:

1. This Participant Agreement is between and is binding on your local distribution company (as identified in section 1 of the Work Order, your “LDC”) and the Participant. The Contractor (as identified in section 6 of the Work Order), for the purposes of this Initiative, is a subcontractor of the LDC and the LDC 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 is true, complete and accurate. In particular, the Participant has reviewed Section 7 of the Work Order (Eligible Measures) and confirms that the equipment listed under “Existing Equipment” accurately describes the Participant’s current equipment to be replaced, and “Retrofit Measure” accurately describes the new energy efficient equipment to be installed.
3. The LDC shall install Eligible Measures at the Facility (identified in section 2 of 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 \$300 based on Direct Install Eligible Costs (excluding applicable taxes).
4. The Participant shall be liable directly to the LDC for the cost of any Eligible Measures installed where the total of the Direct Install Eligible Costs is in excess of \$1,000, excluding applicable taxes, and such costs may only be incurred for whole Eligible Measures and cannot be fractions of or part Eligible Measures. The Participant will be entitled to a discount on such Eligible Measures installed in excess of the \$1000 threshold where the amount of the discount will be equal to the amount of the Standard Incentive, and the maximum amount chargeable by the Contractor shall be capped at the Direct Install Eligible Cost (less the Standard Incentive, if applicable) listed on the Eligible Measure Price List available at [saveonenergy.ca](http://saveonenergy.ca).
5. The LDC directs and authorizes the Participant to pay amounts described in Section 4 above directly to the Contractor.
6. The Participant authorizes (i) the LDC to install the Eligible Measures at the Facility and (ii) the LDC to remove and dispose of any Existing Equipment that has been replaced.
7. 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.
8. The Participant represents and warrants that:
  - (a) the Participant is not a Residential Consumer;
  - (b) the Participant owns or leases the Facility and the equipment being replaced; provided that if the Participant is a lessee of either the Facility or the equipment being replaced that it has all right and authority to install the Eligible Measures at the Facility;
  - (c) the Retrofit Measures were not purchased and the Eligible Measures were not installed before the date of the Work Order;



- (d) the Facility is within the service area of the LDC;
- (e) where the Facility is individually metered, it is the subject of a General Service <50kW Account;
- (f) where the Facility is not individually metered by the LDC, the average estimated demand of all unit connected to that meter over a twelve month period is less than 50kW based on the bulk metered data;
- (g) the Facility did not previously participate in this Initiative;
- (h) the Facility did not participate in the Power Savings Blitz (Small Commercial Direct Install Program); and
- (i) the Facility did not receive the Existing Equipment in the Equipment Replacement Incentive Initiative or its predecessor OPA-funded programs including, without limitation Toronto Hydro – Business Incentive Program, Building Owners and Managers Association of Toronto CDM Program, City of Toronto – Existing Buildings Program, and the Greensaver/Multi-Family Energy Efficiency Rebate Program or Enbridge High Performance New Construction Program;
- (j) the Participant has not received, is not receiving or will not 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;
- (k) the Participant would not otherwise have undertaken this retrofit project without the financial support and participation of your LDC;
- (l) the Participant understands and agrees to the terms and conditions as set forth herein;
- (m) the Participant understands and agrees that if the Work Order is accepted by the LDC, it will be bound by this Agreement; and
- (n) it has the authority and capacity to enter into this Agreement.

9. The Participant covenants that:

- (a) the Eligible Measures will be installed on or before December 31, 2014;
- (b) 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;
- (c) The Participant will not remove any Retrofit Measure (other than in the normal course of operation) for a minimum period of four years; and
- (d) The Participant will pay the taxes, if any, imposed under Part IX of the *Excise Tax Act* (Canada) on the Participant’s share of the costs of installed Eligible Measures above \$1,000.

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. The Participant agrees that the OPA may provide the LDC with information on its participation in any program listed in 8 (g), (h), (i) or (j) for the purpose of confirming the Participant’s eligibility.
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 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. With the Participant’s prior consent, the LDC and the Ontario Power Authority (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 installation 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, 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.

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.

**EXHIBIT "C"**  
**[INSERT INITIATIVE MARKETING NAME]**  
**WORK ORDER**

(To be completed before the Retrofit Measures are installed)

**1. LDC INFORMATION:**

LDC Name: \_\_\_\_\_  
LDC HST Registration No.: \_\_\_\_\_  
Participant Account No. or  
Facility Address and/or Participant ID: \_\_\_\_\_

**2. PARTICIPANT INFORMATION:**

Participant (Business) Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ Postal Code: \_\_\_\_\_  
Contact Name: \_\_\_\_\_  
Contact Phone No.: \_\_\_\_\_  
Alternate Phone No.: \_\_\_\_\_

Type of Business:

Food Service

☐

Service

☐

Retail

☐

Office

☐

Other: please specify \_\_\_\_\_

Total Square Footage: \_\_\_\_\_

Peak Demand (kW) (if available): \_\_\_\_\_

Annual Electricity Usage (kWh): \_\_\_\_\_

Facility Ownership:

Owner

☐

Tenant

☐

**3. BILLING ADDRESS:** (complete only if different from Section 2)

Address: \_\_\_\_\_

City: \_\_\_\_\_ Province: \_\_\_\_\_ Postal Code: \_\_\_\_\_

**4. FACILITY OPERATING SCHEDULE**

	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Open at:							
Close at:							

**5. ASSESSOR INFORMATION:**

Assessor Name (Company Legal Name and Individual Name): \_\_\_\_\_

Phone No: \_\_\_\_\_

Assessment Date: \_\_\_\_\_

## 6. CONTRACTOR INFORMATION

Contractor Name (Company Legal Name and Individual Name):

Contractor HST Registration: \_\_\_\_\_

Contractor Phone No: \_\_\_\_\_

Date of Installation: \_\_\_\_\_

## 7. ELIGIBLE MEASURES

The following table sets out the proposed Retrofit Measures, the costs (which can be found at [saveonenergy.ca](http://saveonenergy.ca)) and the amounts covered by the LDC and/or Participant. The Participant agrees that it shall be liable directly to the LDC for the cost of any Eligible Measures installed where the total of the Direct Install Eligible Costs is in excess of \$1,000, excluding applicable taxes. Direct Install Eligible Costs may only be incurred for whole Eligible Measures and cannot be fractions of or part Eligible Measures. The Participant will be entitled to a discount on such Eligible Measures installed where the amount of the discount will be equal to the amount of the Standard Incentive and the maximum amount chargeable by the Contractor shall be capped at the Direct Install Eligible Cost (less the Standard Incentive). The Participant further agrees that the total cost of the Eligible Measures must be greater than \$300, excluding applicable taxes, based on Direct Install Eligible Cost.

The Direct Install Eligible Costs and the Standard Incentives can be found at [www.saveonenergy.ca](http://www.saveonenergy.ca).

Quantity of Eligible Measures less than \$1,000	Quantity Eligible Measures above \$1,000	Existing Equipment	Retrofit Measure	Direct Install Eligible Costs(\$/unit )	Standard Incentive (\$/unit)	Participant Contribution

<b>A.</b>	<b>Direct Install Eligible Cost Payment (sum of Direct Install Eligible Costs)</b>	
<b>B.</b>	<b>Standard Incentive Payment (sum of Standard Incentives)</b>	
<b>C.</b>	<b>Contractor Payment (Sum of A. and B.)</b>	
<b>D.</b>	<b>Sum of Participant Contributions</b>	
<b>E.</b>	<b>Retrofit Cost (sum of C. and D.)</b>	

## 8. OTHER ACTIVITIES

Please provide information on other Existing Equipment that was not retrofitted as part of this Work Order.

Item #	Existing Equipment	# of units	Proposed Retrofit Measures	# of units
1				
2				
3				

4				
5				
6				

All information in this Work Order is true, complete and accurate, and the Participant agrees that the LDC shall remove the Existing Equipment and install the Retrofit Measures identified in Section 7. The Participant has reviewed and agrees to be bound by the terms and conditions [in the Participant Agreement] [set out on reverse/below]

PARTICIPANT /LEGAL COMPANY NAME:	<div></div>		AUTHORIZED	DATE:
	<div></div>		SIGNATURE:	
	<div></div>	<div></div>	NAME:	TITLE:

  

	<div></div>		AUTHORIZED	DATE:
	<div></div>		SIGNATURE:	
	<div></div>	<div></div>	NAME:	TITLE:

I/we have authority to bind the Participant

The Eligible Measures were installed in accordance with this Work Order on

\_\_\_\_\_.

PARTICIPANT /LEGAL COMPANY NAME:	<div></div>		AUTHORIZED	DATE:
	<div></div>		SIGNATURE:	
	<div></div>	<div></div>	NAME:	TITLE:

  

	<div></div>		AUTHORIZED	DATE:
	<div></div>		SIGNATURE:	
	<div></div>	<div></div>	NAME:	TITLE:

I/we have authority to bind the Participant

**Commercial and Institutional Program  
New Construction and Major Renovation Initiative Schedule “C-4”  
to Master CDM Program Agreement**

**NEW CONSTRUCTION AND MAJOR RENOVATION INITIATIVE 2011 - 2014**

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**Commercial and Institutional Program  
New Construction and Major Renovation Initiative Schedule “C-4”**

**to Master CDM Program Agreement**

**NEW CONSTRUCTION AND MAJOR RENOVATION INITIATIVE 2011 - 2014**

**RECITALS:**

1. The Initiative in this Schedule is the Commercial and Institutional New Construction and Major Renovation 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 the Initiative is to encourage builders of commercial and institutional buildings (including multi-family buildings and agricultural facilities) to reduce electricity demand and/or consumption by designing and building new buildings with more energy-efficient equipment and systems for lighting, space cooling, ventilation and other Measures.
4. To accomplish this objective, the Initiative will provide Participants with Participant Incentives with respect to the installation, implementation or undertaking and completion of Eligible Measures. Incentives are also available for Design Decision-Makers.
5. The LDC, through its relationship with non-Residential Distribution Consumers, will have the ability to encourage and assist such non-Residential Distribution Consumers to apply for the Initiative, and to install, implement or undertake and complete such Eligible Measures.

**ARTICLE 1  
INTERPRETATION**

**1.1 Definitions**

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

“**Above Base Case Energy Savings**” means the aggregate natural gas and electricity savings (expressed as a percentage) for Custom Projects as calculated by the Custom Worksheet. For reference purposes, Above Base Case Energy Savings is conceptually calculated as aggregate natural gas and electricity consumption in the Base Case minus natural gas and electricity consumption in the Energy Efficiency Case, all divided by the natural gas and electricity consumption in the Base Case, and rounded down to the nearest 0.5%.

“**Applicable Building Code**” means (a) the “building code” as defined in the *Building Code Act, 1992* (Ontario), as may be amended, , and (b) any other applicable building code imposed by the municipality (if any) to the extent that it supplements the building code referred to in (a) or any part thereof.

**“Approved Modelling Software”** means any of the following software:

- (a) EE4-OBC or EE4 version 1.7 or higher;
- (b) DOE 2 version 2.1 or higher;
- (c) eQUEST version 3.64 or higher;
- (d) CAN-QUEST; or
- (e) any other software requested by the LDC and approved by the OPA in writing;

the output of which is the Modelling Results Report which is used to determine Demand Savings and/or Energy Savings associated with a Custom Project.

**“Base Case”** means the case based on the assumption that the new construction or major renovation that is the subject of the Application would be completed without a Participant Incentive under this Initiative and at least meeting the minimum requirements of the Applicable Building Code.

**“Custom Incentive”** has the meaning given to it in Section 6.9(c).

**“Custom Measure”** means a Measure that satisfies the applicable Custom Measure Eligibility Criteria set out in Section 1.6 of Exhibit “A”.

**“Custom Project”** means a project that meets the Custom Project Eligibility Criteria set out in section 1.4 of Exhibit A.

**“Custom Worksheet”** means the worksheet in the form of Exhibit “D” in respect of a Custom Project that calculates the Custom Incentive and contains the output of the Approved Modelling Software and the Energy and Demand Savings Summary.

**“Demand Savings”** means the estimated, determined or actual (as the context may require) reduction in electricity demand, expressed in kW, obtained as a result of one or more Custom Measures and as determined pursuant to the output of the Energy and Demand Savings Summary.

**“Design Decision-Maker”** means a Person who satisfies the applicable Design Decision-Maker Eligibility Criteria in Section 1.9 of Exhibit “A”.

**“Design Decision-Maker Incentive”** has the meaning given to it in Section 6.9(d).

**“Eligibility Criteria”** means the eligibility criteria that must be satisfied to qualify as an Eligible Person, an Eligible Project, an Eligible Custom Project, an Eligible Prescriptive Project, a Custom Measure, Eligible Costs (for Custom Projects), or a Design Decision-Maker, as the case may be, as provided in Exhibit “A”.

**“Eligible Costs”** has the meaning given to it in Section 1.7 of Exhibit “A”.

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

**“Eligible Person”** means a Person who satisfies the applicable Eligibility Criteria provided in Section 1.1 of Exhibit “A”.

**“Eligible Project”** means a new construction or major renovation project that satisfies the Project Eligibility Criteria provided in Section 1.2 of Exhibit “A” and that is not an Ineligible Project.

**“Energy and Demand Savings Summary”** means a summary in the form of Exhibit “F” and contains the Energy Savings and Demand Savings.

**“Energy Efficient Case”** means the case based on using the Eligible Measures specified in the Application.

**“Energy Savings”** means the estimated, determined or actual (as the context may require) electricity savings achieved over the course of the first year after the completion of a Custom Project, expressed in kWh, obtained as a result of one or more Custom Measures and as determined pursuant to the output of the Energy and Demand Savings Summary.

**“Estimated Custom Incentive”** means the estimated Custom Incentive calculated by the LDC pursuant to Section 3.3(c).

**“Estimated Prescriptive Incentive”** means the estimated Prescriptive Incentive calculated by the LDC pursuant to Section 3.3(c).

**“Head Office Application”** means an Application from a single non-Residential Distribution Consumer that designates a Lead LDC and includes proposed Projects in more than one Local Distribution Company’s service area.

**“Incremental Project Costs”** means the difference in Eligible Costs for the Energy Efficient Case and the Base Case as calculated pursuant to Section 1.8 of Exhibit “A”.

**“Ineligible Project”** has the meaning given to it in Section 1.5 of Exhibit “A”.

**“Initiative”** has the meaning given to it on the first page hereof.

**“Lead LDC”** has the meaning given to it in Section 4.1(a).

**“Modelling Incentive”** has the meaning given to it in Section 6.9(a).

**“Modelling Results Report”** means a computer simulation file submitted by the Participant that is the model of the Custom Project and which provides information, *inter alia*, about a Custom Project, including the specification and quantities of Eligible Measures, resulting from the use of Approved Modelling Software.

**“New Construction/Major Renovation Final Evaluation and Incentive Report”** means a report, prepared by a Project Evaluator in compliance with the form attached hereto as Exhibit “G”, for the purpose of reporting to the LDC and the Participant an updated estimate of Energy Savings and/or Demand Savings following the completion of a Custom Project.

**“Participant”** means a Person who has (a) submitted an Application which was approved hereunder; (b) agreed to the terms and conditions in the Participant Agreement, and (c) satisfied the applicable Eligibility Criteria.

**“Prescriptive Incentive”** has the meaning given to it in Section 6.9(b).

**“Prescriptive Measures”** means Measures listed on the Prescriptive Worksheets.

**“Prescriptive Project”** means a project that meets the Project Eligibility Criteria for Prescriptive Projects.

**“Prescriptive Worksheet”** means the worksheets listing Prescriptive Measures and, in some cases, assumed Base Case equipment and the associated amount of the Participant Incentive for each Prescriptive Measure in the form of Exhibit “C”.

**“Program”** means the Commercial and Institutional CDM Program.

**“Project”** means either a Prescriptive Project or a Custom Project.

**“Project Evaluator”** means an individual who is an employee of the LDC or of a third party service provider to the LDC, who is licensed or certified to practice in the Province of Ontario and is any of: (a) a professional engineer, (b) a certified engineering technologist, (c) a certified energy manager, having at least three years of relevant experience, or (d) an engineer-in-training under the supervision of a professional engineer or certified engineering technologist.

**“QA/QC”** means quality assurance and quality control.

**“Sampling Protocol”** means the protocol to create a randomly selected sample of Prescriptive Projects with Participant Incentives of less than \$25,000 such that:

- (a) the Projects are geographically spread over the LDC’s service area; and
- (b) the number of Projects sampled in a calendar year, based on an estimate of the number of Projects in a calendar year, is sufficient to provide a confidence level that is at least 95% with a margin of error no greater than 5%, assuming a response distribution of 3%.

**“Satellite LDC”** has the meaning given to it in Section 4.1(a).

**“Schedule”** means this Commercial and Institutional New Construction and Major Renovation Initiative Schedule, including all recitals and Exhibits attached hereto, as may be amended, restated or supplemented from time to time.

**“Simulation Summary Report”** means a report submitted by the Participant summarizing the assumptions used with the Approved Modelling Software, in accordance with the form attached hereto as Exhibit “E”.

**“Worksheet”** means any Prescriptive Worksheet or Custom Worksheet.

## **1.2 Section References**

The terms “hereof”, “hereunder”, and similar expressions refer to this Schedule and not to any particular Article, Section or other part of this Schedule. Unless otherwise indicated herein, any reference in this Schedule to an Article, Section or Exhibit refers to the specified article or section of 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 will form part of this Schedule:

Exhibit “A”	-	Eligibility Criteria
Exhibit “B”	-	Form of Application and Participant Agreement
Exhibit “C”	-	Prescriptive Worksheets
Exhibit “D”	-	Form of Custom Worksheet
Exhibit “E”	-	Form of Simulation Summary Report
Exhibit “F”	-	Form of Energy and Demand Savings Summary
Exhibit “G”	-	Form of New Construction/Major Renovation Final Evaluation and Incentive Report
Exhibit “H”	-	Form of Design Decision-Maker Agreement

## **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) being primarily responsible for interaction with the public and Eligible Persons in the LDC’s service area in respect of the Initiative;
- (b) identifying and recruiting non-Residential Distribution Consumers to participate in the Initiative;
- (c) assisting non-Residential Distribution Consumers to understand the Initiative and the Eligibility Criteria;

- (d) assisting non-Residential Distribution Consumers to complete Applications and Worksheets;
- (e) informing non-Residential Distribution Consumers about training opportunities that may be made available by the OPA from time to time;
- (f) providing guidance to Eligible Persons and Participants with respect to any Simulation Summary Report, and the Modelling Results Report and/or Energy and Demand Savings Summary; and
- (g) implementing a communications protocol to assist with technical or other related inquiries and complaints in respect of the Initiative.

### **ARTICLE 3 APPLICATIONS**

#### **3.1 Applications**

- (a) The LDC will manage the application process with non-Residential Distribution Consumers, including, making the Applications, Worksheets, and forms of Simulation Summary Reports, Modelling Results Report and Energy and Demand Savings Summaries, without modification from the form and substance provided in this Schedule, available to each non-Residential Distribution Consumer upon request.
- (b) Upon receipt of an Application, the LDC will review such Application to determine whether such Application is a Head Office Application. If such Application is a Head Office Application and the LDC is designated as the Lead LDC, the LDC will take carriage of such Application as set out in Section 4.1.
- (c) The LDC will also notify the OPA of any Applications that it receives from non-Residential Distribution Consumers outside the LDC's service area and for which the LDC is not the Lead LDC so that the Application can be re-directed to the appropriate Local Distribution Company.
- (d) Once the LDC has determined that it is the appropriate recipient of the Application, it will further review the Application, Worksheet(s), supporting documentation (as defined in (d)(ii) below), Simulation Summary Reports, Modelling Results Report and the Energy and Demand Savings Summaries, as applicable:
  - (i) to confirm that such Application, Worksheets, Simulation Summary Reports, Modelling Results Report and the Energy and Demand Savings Summaries, as applicable, are complete;
  - (ii) to confirm that the Application contains (A) specification sheets or detailed manufacturers' data for each proposed Measure demonstrating that the Measure meets the requirements to be an Eligible Measure, and (B), in the case of Custom Projects, bona fide and reasonable supporting evidence, including at least one of third party quotes, advertisements, price lists, or

catalogues, supporting the Eligible Costs for the Base Case and the Energy Efficient Case;

- (iii) to confirm that all of the applicable Eligibility Criteria are met; and
  - (iv) to confirm that the non-Residential Distribution Consumer has agreed to the Participant Agreement, in the form attached hereto as Exhibit “B”, without modification or amendment.
- (e) In respect of one proposed new construction or major renovation building Project, the LDC may accept a (i) Prescriptive Project or (ii) a Custom Project which may include Prescriptive Measures only from the “Multi-Residential In-Suite Appliances” and/or “Alternative Energy Measures for Space Cooling” Prescriptive Worksheets.
- (f) The LDC will not, without first obtaining the consent of the OPA:
- (i) waive or modify any of the Eligibility Criteria with respect to an Application; or
  - (ii) accept an Application for a proposed Project that is not reasonably capable of being completed prior to December 31, 2014.
- (g) The OPA shall provide the LDC as soon as practicable after the LDC Registers for this Initiative with a list of non-residential Distribution Consumers in the LDC’s service area who have previously participated in any of the programs listed in Section 1.5(e) of Exhibit “A”, unless doing so would cause the OPA to breach any confidentiality or privacy obligations. If that is the case, the LDC may contact the OPA to confirm whether a non-residential Distribution Consumer that has submitted an Application has participated in a previous OPA-funded CDM program delivered by a program manager other than the LDC, and the OPA will provide a response within 10 Business Days, unless doing so would cause the OPA to breach any confidentiality or privacy obligations.
- (h) The LDC shall ensure that any Eligible Person with a proposed project that meets the Eligibility Criteria for this Initiative participates in this Initiative and not under another C&I Program Initiative.

### **3.2 QA/QC Procedures Prior to Accepting Application**

- (a) The LDC will, prior to approving any Application for a Prescriptive Project, confirm that the proposed Prescriptive Measures are reasonable in the context of the proposed Prescriptive Project.
- (b) The LDC will, prior to approving an Application for any Custom Project, have a Project Evaluator: (i) review the Simulation Summary Report, Modelling Results Report and Energy and Demand Savings Summary, and determine that the contents of such reports are reasonable in the context of the proposed Custom Project, including the load profile and the number and type of Custom Measures to be



installed, implemented or undertaken, and (ii) determine that the estimated Eligible Costs are reasonable for both the Base Case and the Energy Efficiency Case in the context of the proposed Custom Project.

### **3.3 Approvals of Applications**

- (a) Before approving an Application, the LDC will confirm that (i) the Application satisfies the requirements of Section 3.1(d), and (ii) the applicable QA/QC review has been completed pursuant to Section 3.2.
- (b) If the LDC determines in respect of any Application that:
  - (i) the requirements of Section 3.1(d) have not been met;
  - (ii) in respect of a Prescriptive Project, the proposed Prescriptive Measures are not reasonable; or
  - (iii) in respect of Custom Projects, the Simulation Summary Report, Modelling Results Report or Energy and Demand Savings Summary or Eligible Costs were not reasonable,then the LDC will reject the Application.
- (c) If the LDC approves an Application, the LDC will calculate the Modelling Incentive (if any), Estimated Prescriptive Incentive and/or the Estimated Custom Incentive, based on the information available in the Application. The LDC will notify the Participant of the amounts, and the Participant Agreement incorporating those proposed Eligible Measures and Estimated Custom Incentives and/or Estimated Prescriptive Incentives will become effective.

## **ARTICLE 4 HEAD OFFICE APPLICATIONS**

### **4.1 LDC as Lead LDC**

- (a) Where a non-residential Distribution Consumer has one or more Projects located in the service area of the LDC and of one or more other Local Distribution Companies, such Distribution Consumer is entitled to select the Local Distribution Company (the “**Lead LDC**”) to which it will submit a Head Office Application. All other Local Distribution Companies with proposed Projects in their respective service areas and that have Registered for the Initiative will be considered “**Satellite LDCs**”.
- (b) The LDC will not accept a Head Office Application from a non-residential Distribution Consumer if the Application does not include an Eligible Project in the LDC’s service area.
- (c) If the LDC establishes that it is the Lead LDC in respect of a Head Office Application, it will:

- (i) review the Head Office Application in accordance with Sections 3.1 and 3.2 in connection only with the proposed Projects in its service area, and will arrange for the Satellite LDCs to do the same with respect to the proposed Projects in their respective service areas;
- (ii) subject to the Satellite LDCs performing their respective obligations under Section 4.2(b) and in reliance on any information provided by the Satellite LDCs, in accordance with Section 3.3, reject or approve such Head Office Application, and if it so approves, enter into a Participant Agreement with the Participant for all Eligible Projects included in such Head Office Application;
- (iii) for certainty, if the provisions of Section 3.3(b) have not been met with respect to any proposed Project in such Head Office Application or any proposed Project cannot be implemented in a service area because the applicable Local Distribution Company has not Registered for the Initiative, the LDC will not accept such Application and will so notify such Distribution Consumer. The LDC may, at the LDC's option, afford such Distribution Consumer an opportunity to revise and re-submit its Application;
- (iv) be the lead contact for Distribution Consumer applicant for all Projects included in the Head Office Application;
- (v) coordinate with the Satellite LDCs in order to administer and manage the Participant Agreement;
- (vi) coordinate with the Satellite LDCs in order to fulfill its obligations and responsibilities hereunder, and to permit the Satellite LDCs to perform their respective obligations and responsibilities under this Initiative with respect to the Projects in such Head Office Application;
- (vii) following approval of the Application, pay the Modelling Incentive for any Projects included in the Application, regardless of location; and
- (viii) on notice from Satellite LDCs of completion of all Projects located in Satellite LDC's service areas and upon completion of all Projects in the Lead LDC's service area, pay the Participant Incentive to the Participant for all Projects included in the Participant Agreement pursuant to Section 6.3.

#### **4.2 Satellite LDC Obligations**

- (a) If the LDC is notified by a Lead LDC or otherwise that it is a Satellite LDC under a Head Office Application, the LDC will obtain from the Lead LDC the relevant Worksheets, Applications, additional documentation as described in Section 3.1(d), and, where applicable, the Simulation Summary Report, Modelling Results Report and the Energy and Demand Savings Summary included in the Head Office Application that relate to proposed Projects in its service area.

- (b) If Section 4.2(a) applies, the LDC will perform the obligations provided in Sections 3.1(d) to (g), inclusive, Section 6.4 and Article 8, and will determine whether any Simulation Summary Report, Modelling Results Report and/or Energy and Demand Savings Summary is satisfactory, with respect to the Projects in its service area as if the LDC had received an Application for such Projects in its service area directly, except that the LDC will communicate with the Lead LDC and not with the Participant. For certainty, acceptance of a Simulation Summary Report, Modelling Results Report and Energy and Demand Savings Summary for a Project located in a Satellite LDC's service area is the responsibility of the Satellite LDC.
- (c) If Section 4.2(a) applies, the LDC will provide the Lead LDC with all support, supporting documentation and information that the Lead LDC reasonably requires to administer, manage and enforce the Participant Agreement and service the Participant.
- (d) For certainty, if Section 4.2(a) applies, the LDC will have no obligation to pay the Participant Incentive nor enter into a Participant Agreement.

## **ARTICLE 5**

### **AMENDMENTS TO APPROVED APPLICATIONS AND PARTICIPANT AGREEMENTS**

#### **5.1 Amendments to Approved Applications and Participant Agreements**

Where a Participant wishes to amend a Project previously approved by the LDC and related Participant Agreement, the LDC will review such amendment to determine whether the amendment results in a change to a Head Office Application and if so, will confirm whether it is designated as the Lead LDC, and if so, will take carriage of the proposed amendment. Once the LDC has determined that it is the appropriate recipient of the proposed amendment, it will further review the Application to amend an approved Project to confirm that in respect of the proposed amendment: (i) all the requirements of Section 3.1(d), as applicable, are met and (ii) the applicable review has been completed in respect of the Application (as proposed to be amended) pursuant to Section 3.2. Once the foregoing is confirmed, the LDC may amend the applicable Participant Agreement to reflect such amendment.

**ARTICLE 6**  
**PARTICIPANT AGREEMENT AND DESIGN DECISION-MAKER AGREEMENT**  
**MANAGEMENT, AND PARTICIPANT INCENTIVES**

**6.1 Participant Agreement and Design Decision-Maker Agreement Management**

The LDC will ensure that each Participant agrees to be bound by the Participant Agreement attached at Exhibit “B” and each Design Decision-Maker agrees to be bound by the agreement attached as Exhibit “H”. Pursuant to Sections 2.8(c) and (d) of the Master Agreement, the LDC will ensure that each Participant and Design Decision-Maker fulfills in a timely manner all of its obligations under the Participant Agreement or the Design Decision-Maker agreement, respectively. If the LDC is a Satellite LDC, it will perform the necessary functions to ensure the Lead LDC is able to fulfil this obligation.

**6.2 Payment of Modelling Incentive**

The LDC will only approve and pay a Modelling Incentive,

- (a) only in the case of Custom Projects;
- (b) where all applicable Eligibility Criteria have been satisfied;
- (c) the Participant has submitted third party invoices supporting the costs of preparing the Simulation Summary Report, Modelling Results Report and the Energy and Demand Savings Summary;
- (d) the Participant has submitted bona fide third party quotes or advertisements supporting the Eligible Costs for the Base Case and the Energy Efficient Case; and
- (e) the LDC has implemented any necessary actions to ensure compliance with such Participant Agreement.

For certainty, the Modelling Incentive may be paid prior to completion of the corresponding Custom Project.

**6.3 Payment of Prescriptive Incentives, Custom Incentives and Design Decision-Maker Incentive**

After receipt of notice from the Participant that the Project is complete, the LDC will only approve and pay a Prescriptive Incentive, Custom Incentive or Design Decision-Maker Incentive pursuant to a Participant Agreement or Design Decision-Maker agreement, respectively, where:

- (a) all applicable Eligibility Criteria have been satisfied;
- (b) each Project subject to such Participant Agreement has been completed and, if required by Laws and Regulations, has passed the formal occupancy inspection conducted by the applicable municipality and that the Project meets the minimum occupancy requirements of the Applicable Building Code and/or an occupancy

permit has been issued by the applicable municipality, and a copy has been received by the LDC;

- (c) the following additional documentation, where applicable, has been provided for all Eligible Measures: specification sheets or detailed manufacturers' data and/or mechanical and electrical schedules and drawings demonstrating that the Measure meets the requirements to be an Eligible Measure (which may have been provided as part of the Application) together with any updates thereto;
- (d) the following additional documentation, where applicable, has been provided for Custom Projects only:
  - (i) copies of mechanical zoning diagrams;
  - (ii) documentation of control sequences for building equipment;
  - (iii) documented percent of outside air on air return systems;
  - (iv) manufacturer's specifications for any plant equipment including the boiler system hot water, chiller, cooling tower, air handling and rooftop units; and
  - (v) evidence required by Section 3.1(d)(ii)(B) supporting the Eligible Costs for the Base Case (which may have been provided as part of the Application), and invoices supporting the Eligible Costs of equipment purchased for the Energy Efficient Case;
- (e) the LDC has taken reasonable steps to confirm the implementation of each such Project (or has caused the Satellite LDCs to do so), including performing the minimum QA/QC procedures required in Sections 6.4, 6.5 and 6.8; and
- (f) the LDC has recalculated the Participant Incentive for each such Project in accordance with Section 6.9 based on the supporting documentation submitted under Section 6.3(d) and on the results of the QA/QC performed; provided, however, no Participant Incentive will be increased by more than 10% above the Estimated Prescriptive Incentive or Estimated Custom Incentive, as applicable.

In no event will the LDC pay any Participant Incentive or Design Decision-Maker Incentive for a Project completed after December 31, 2014.

#### **6.4 QA/QC Procedures Prior to Approval of Prescriptive Incentives**

- (a) The LDC will, prior to paying a Participant Incentive for any Prescriptive Project with an Estimated Prescriptive Incentive of less than \$25,000, based on the Sampling Protocol as applied separately to the Lead LDC and each Satellite LDC, complete the applicable QA/QC requirements set forth in Sections 6.5 and 6.6. The LDC will, prior to paying a Participant Incentive for each Prescriptive Project with an Estimated Prescriptive Incentive of \$25,000 or more complete the QA/QC requirements set forth in Sections 6.5 and 6.6 for each such Project.

- (b) No later than every December during the Term, the number of Prescriptive Projects that will be subject to the QA/QC inspections will be recalculated for the following year in accordance with the Sampling Protocol using the number of such Projects during the year just completed to inform the estimate for the following year. The estimate calculated at the start of a year will be recalculated mid-year if reasonably necessary based on the actual approved number of Prescriptive Projects compared to the estimate.

## **6.5 QA/QC Inspection Procedure for Prescriptive Projects**

The LDC shall determine for each QA/QC inspection of Prescriptive Projects that:

- (a) the Eligibility Criteria were met;
- (b) the work done is an Eligible Measure, and, subject to Section 6.3(f), was installed in accordance with the approved Application;
- (c) the Participant signed the Participant Agreement;
- (d) the invoices submitted by the Participant to the LDC in connection with the completion of a Prescriptive Project accurately set forth the model numbers or descriptions and quantities of purchased Eligible Measures; and
- (e) the Participant complied with all other requirements of the Participant Agreement.

## **6.6 QA/QC Inspection Results for Prescriptive Projects**

The LDC will categorize the QA/QC inspection results for Prescriptive Projects into one of the following categories:

- (a) “No Discrepancies” – means, in relation to the Prescriptive Projects inspected, that all Eligibility Criteria were met;
- (b) “Minor Discrepancies” – means, in relation to the Prescriptive Projects inspected, that (A) all Eligibility Criteria were met, but (B) up to 25% of the Eligible Measures reported to be installed by the Participant were not located during the inspection; or
- (c) “Major Discrepancies” – means, in relation to the Prescriptive Projects inspected, that (A) all Eligibility Criteria were met, but (B) more than 25% of the Eligible Measures reported to be installed by the Participant were not located during the inspection.

In the case of Minor Discrepancies, the LDC will notify the Participant in writing of the above findings, and require the Participant to remedy the discrepancy within 90 days after notification. In the case of Major Discrepancies, the LDC will notify the Participant in writing of the above findings, and require the Participant to remedy the discrepancy within 90 days after notification or, if the deficiency can not be remedied, adjust the Participant Incentive in accordance with Section 6.9(b). If the Participant is remedying the deficiency,

the LDC shall conduct a follow-up inspection to confirm that the deficiency has been remedied. With respect to Major Discrepancies, the LDC will advise the OPA in writing (including through reporting functionality that may be available through the Program Management System) of the findings and remedial actions taken together with the results of any follow-up inspections.

The LDC may also categorize the QA/QC inspection results as:

- (d) “Ineligibility” – which means that the Eligibility Criteria were not met.

In the case of Ineligibility, the LDC will notify the Participant in writing, and enforce the Participant Agreement in accordance with Section 6.1. The LDC will advise the OPA in writing of such findings and remedial actions taken together with the results of any follow-up inspections. Where a Participant repeatedly fails to ensure that the Eligibility Criteria are met, the OPA shall not be obligated to provide Participant Incentives for Projects completed by such Participant, effective two Business Days after the OPA delivers written notice to the LDC.

#### **6.7 QA/QC Annual Report for Prescriptive Projects**

The LDC will provide an annual report to the OPA by March 31<sup>st</sup> summarising the results of the QA/QC inspections for the previous calendar year for each calendar year during the Term, LDC actions in accordance with Section 6.6, and the outcome.

#### **6.8 QA/QC Procedures Prior to Approval of Custom Incentives**

- (a) The LDC will, prior to paying a Custom Incentive or Design-Decision Maker Incentive for any Custom Project:
  - (i) in all cases, conduct a post-completion site visit on all Projects in order to: (A) confirm that invoices submitted under Section 6.3(d) correspond to the Eligible Measures; and (B) identify potential material differences for Energy Savings and/or Demand Savings for Eligible Measures actually installed as compared to proposed measures in the Application;
  - (ii) where any material differences are determined pursuant to Section 6.8(a)(i)(B), require that the Participant submit a revised Energy and Demand Savings Summary and, where appropriate, a Simulation Summary Report, and Modelling Results Report. For certainty, no Modelling Incentive will be payable for resubmissions;
  - (iii) have the Project Evaluator prepare a New Construction/Major Renovation Final Evaluation and Incentive Report which the LDC will review and approve prior to paying such Participant Incentive.
- (b) The LDC will have the Project Evaluator strive to resolve, through discussions with the Participant, discrepancies in assumptions and calculations supporting any aspect of any New Construction/Major Renovation Final Evaluation and Incentive Report.

## 6.9 Determination of Modelling Incentives, Prescriptive Incentives, Custom Incentives and Design Decision Maker Incentives

The LDC will calculate the Participant Incentives and the Design Decision-Maker Incentive, as the case may be, as follows:

- (a) The Participant Incentive payable by the LDC to the Participant for the preparation of the Simulation Summary Report, Modelling Results Report and the Energy and Demand Savings Summary in connection with a Custom Project (the “**Modelling Incentive**”) will be the lowest of the following amounts:
  - (i) \$10,000;
  - (ii) 100% of third party costs of preparing the Simulation Summary Report, Modelling Results Report and Energy and Demand Savings Summary excluding taxes, financing costs, insurance costs, or costs of purchasing or leasing equipment, parts or tools; and
  - (iii) the Estimated Custom Incentive; provided, however, that if the Modelling Incentive is paid prior to completion of the Custom Project and the Custom Incentive is less than the Estimated Custom Incentive, and the Modelling Incentive was originally calculated based on the Estimated Custom Incentive, the Modelling Incentive will be reduced accordingly and the difference will be a debt owed by the Participant to the LDC, and the LDC will exercise its right under the Participant Agreement to set off the difference from any amounts payable to the Participant.
- (b) The Participant Incentive payable by the LDC to the Participant for each Prescriptive Measure (each, a “**Prescriptive Incentive**”) will be calculated as: the per unit Participant Incentive amount stated in the Prescriptive Worksheet applicable to that Prescriptive Measure multiplied by the number Eligible Measures installed.
- (c) The Participant Incentive payable by the LDC to the Participant for each Custom Project (each, a “**Custom Incentive**”) will be determined based on the lesser of:
  - (i) the applicable amount determined according to the following:
    - (A) if the Above Base Case Energy Savings is less than or equal to 25%, the higher of \$250/kW of Demand Savings or \$0.03125/kWh of Energy Savings;
    - (B) if the Above Base Case Energy Savings is greater than 25% and less than or equal to 50%, the higher of \$300/kW of Demand Savings or \$0.0375/kWh of Energy Savings; or
    - (C) if the Above Base Case Energy Savings is greater than 50%, the higher of \$400/kW of Demand Savings or \$0.05/kWh of Energy Savings; and



- (ii) 50% of Incremental Project Costs.
- (d) The Participant Incentive payable by the LDC to the Design Decision-Maker (the “**Design Decision-Maker Incentive**”) will be calculated based on the following:
  - (A) if the Above Base Case Energy Savings is less than or equal to 25%, no Participant Incentive is payable;
  - (B) if the Above Base Case Energy Savings is greater than 25% and less than or equal to 50%, the higher of \$50/kW of Demand Savings or \$0.00625/kWh of Energy Savings; or
  - (C) if the Above Base Case Energy Savings is greater than 50%, the higher of \$100/kW of Demand Savings or \$0.0125/kWh of Energy Savings.

## **ARTICLE 7 PAYMENT TO LDC**

### **7.1 Payment to LDC**

- (a) The LDC will, subject to the invoicing provisions of Section 4.6 of the Master Agreement, invoice the OPA for the Participant Incentives calculated in Section 6.9 when the Participant Incentives become payable to the Participant in accordance with this Schedule. In addition to the requirements of Section 4.6 of the Master Agreement the LDC will provide to the OPA information to support the calculation of Participant Incentives, including supporting evidence for Eligible Costs.
- (b) The OPA will pay the LDC as set out in Section 4.6 of the Master Agreement.
- (c) The Participant Incentives listed on any Worksheet 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 7.1.

## **ARTICLE 8 DATA REQUIREMENTS**

### **8.1 Documentation and Data to be Provided to the OPA by the LDC**

The LDC will remit to the OPA for all completed Projects, on at least a monthly basis, all of the following:

- (a) all data from the Application;
- (b) all data provided by Participant as part of the Worksheet(s);

- (c) all data from third party quotes or price lists supporting the Eligible Costs for the Base Case, and actual invoices supporting the Eligible Costs of equipment purchased for the Energy Efficient Case; and
- (d) All New Construction/Major Renovation Final Evaluation and Incentive Reports.

## **EXHIBIT A ELIGIBILITY CRITERIA**

### **1.1 Eligible Person Eligibility Criteria**

To be an Eligible Person under the Initiative, a Person must be:

- (e) a Distribution Consumer that is not a Residential consumer or would not be a Residential consumer once the new building is completed; and
- (f) an owner of a new construction or major renovation that represents a Project. Where there is more than one owner, the Eligible Person must mean all owners, and the owners must appoint one owner to represent them.

### **1.2 Project Eligibility Criteria**

To be an Eligible Project under the Initiative,

- (a) The proposed Project must be in respect of a single Facility;
- (b) The Facility must, when completed, be connected to, or behind the meter of another electricity consumer connected to, the LDC's Distribution System, and be the subject of an account that is not classified as a Residential account;
- (c) The Facility, when completed, must conform to Part 3 of the Ontario Building Code and be intended for industrial, commercial, institutional or multi-residential occupancy, however, agricultural Facilities that are not required to conform to Part 3 of the Ontario Building Code may still be eligible;
- (d) The proposed Project must be in relation to the construction of a new Facility, a new addition to an existing Facility, a major renovation that converts the building to another use, or a major renovation which results in the Facility being unfit for occupation for a minimum of 30 days and in the replacement of at least two building systems;
- (e) The Project must have a building permit for it issued on or after January 1, 2011;
- (f) The Project must be completed by the Participant (that is, be in-service) and delivering kW and/or kWh savings on or before December 31, 2014; and
- (g) not be an Ineligible Project.

### **1.3 Prescriptive Project Eligibility Criteria**

To be an Eligible Project, a Prescriptive Project must:

- (a) meet all the Project Eligibility Criteria;

- (b) include only Prescriptive Measures;
- (c) involve at least one completed Prescriptive Worksheet; and
- (d) have a minimum Estimated Prescriptive Incentive of \$1,000.

#### **1.4 Custom Project Eligibility Criteria**

To be an Eligible Project, a Custom Project must:

- (a) meet all the Project Eligibility Criteria;
- (b) involve at least one completed Custom Worksheet;
- (c) not include any Prescriptive Worksheets other than the Multi-Residential In-Suite Appliance Eligible Measures Worksheet or Alternative Measures for Space Cooling Eligible Measures Worksheet;
- (d) have a minimum Estimated Custom Incentive (and where applicable, including the Estimated Prescriptive Incentives) of \$5,000;
- (e) not be in an agricultural facility; and
- (f) be projected to be in-service for a minimum period of 48 months from the in-service date of the Project.

#### **1.5 Ineligible Projects**

None of the following types of projects qualify as an Eligible Project (each, an “**Ineligible Project**”):

- (a) projects based on the Custom Worksheet proposing Measures that are not generally commercially available, are pilot or demonstration projects, or are otherwise unproven;
- (b) projects where any anticipated Energy Savings and/or Demand Savings are the result of an electrical (fuel) substitution (unless incorporating a defined alternative energy Measure in a Worksheet for space cooling);
- (c) projects where prior to submitting an Application the applicant has entered into a binding commitment to acquire the Measures or services required to install the Measures. A binding commitment means the execution of a construction contract, purchase order or similar documentation with respect to the project. Notwithstanding the foregoing, if a non-residential Distribution Consumer had, after January 1, 2011 but prior to the LDC Registering for the Initiative, submitted in writing to the LDC a statement that indicated its intent to apply to participate in the Initiative, the LDC is not required to reject the proposed Project solely on the grounds of this Section 1.5(c) even if such Distribution Consumer had entered into a binding commitment to

acquire the Measures or services required to install the Measures if such binding commitment was entered into after January 1, 2011;

- (d) projects that relate to the commissioning of a Chilled Water Plant (as defined in the Building Commissioning Initiative).
- (e) a project that has previously participated in an OPA funded New Construction/Major Renovation CDM program, specifically, the City of Toronto – Better Buildings Partnership New Construction Program and the Enbridge High Performance New Construction Program;
- (f) any project in respect of which a Participant receives funding, directly or indirectly from the OPA, other than from the Initiative or Capability Building Funding Amounts;
- (g) in respect of which Participants have already applied for either Prescriptive Measures or Custom Measures for the same project, with the exception of non-electric space cooling (see Alternative Energy Measures for Space Cooling Prescriptive List) and energy efficient appliances in a custom multi-residential building (see Multi-Residential In-Suite Appliance Prescriptive List).
- (h) a project that qualifies as an “Eligible Project” under the Schedule B-2 “Residential New Construction and Major Renovation Initiative”; and
- (i) a project that is eligible in any other Initiative under the Commercial and Institutional CDM Program.

## **1.6 Custom Measure Eligibility Criteria**

To be eligible as a Custom Measure under the Initiative, the Measure must involve one or more of the following, all being relative to the non-Residential Distribution Consumer’s proposed Base Case:

- (a) the purchase and installation of new energy-efficient equipment for space heating, water heating and/or space cooling or lighting;
- (b) the purchase and installation of new energy-efficient equipment, or replacement of inefficient/oversized equipment; or
- (c) the improvement of thermal performance of a building envelope through increased insulation, installation of new energy-efficient windows and frames, low emissive window glazing or low emissive roof barriers.

For certainty, Custom Measures may include Measures that are listed on the Prescriptive Worksheets, which Measures will be treated as Custom Measures.

## **1.7 Eligible Costs for Custom Projects**

- (a) The below-listed costs may be “Eligible Costs”, provided they are reasonable, and incurred directly in connection with the Eligible Project. The costs must be actually incurred and payable, in the case of the Energy Efficiency Case, or supported by bona fide third party estimates in the Base Case.
  - (i) the costs of equipment purchased from and installed by a third party;
  - (ii) costs of labour for the installation of the equipment by a third party;
  - (iii) costs of energy assessments not funded by the OPA;
  - (iv) design, engineering and/or architecture fees that are not compensated with a Modelling Incentive;
  - (v) project management costs provided by third parties;
  - (vi) shipping, delivery, duties and other costs applicable to the delivery of equipment; and
  - (vii) costs to obtain the information and supporting documentation to prepare the New Construction/Major Renovation Final Evaluation and Incentive Report.
- (b) For certainty, costs which are not eligible to be included in Eligible Costs include:
  - (i) any costs that are not third party costs or that are internal costs of the Participant, including costs of the Participant’s labour, service, administration or overhead;
  - (ii) financing costs of the Participant;
  - (iii) related insurance costs of the Participant;
  - (iv) costs associated with post-installation maintenance or service contracts;
  - (v) costs of spare parts, spare equipment or other inventories;
  - (vi) purchase or lease of tools for installation of equipment;
  - (vii) HST; or
  - (viii) a portion of the costs of Eligible Measures that have been or will be received from financial incentives generally funded by energy ratepayers or taxpayers in the Province of Ontario or rebates from manufacturers or wholesalers or other supply chain participants.

## **1.8 Incremental Project Costs**

Incremental Project Costs shall be calculated as: the Eligible Costs of Measures that would have been installed in the Base Case less the Eligible Costs of Eligible Measures installed under the Energy Efficiency Case.

## **1.9 Design Decision-Maker Eligibility Criteria**

To be a Design Decision-Maker under the Initiative, a Person must:

- (a) be an architect or professional engineer (as an individual or as a firm), and be licensed to practice in the Province of Ontario;
- (b) not be an employee of the Eligible Person;
- (c) be designated as the Design Decision Maker by the Applicant in the Application; and
- (d) have signed off on the plans for Eligible Project.



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### Exhibit B - Application Form & Participant Agreement

All required worksheets, project appendices and supporting documentation must be attached to this Application. Incomplete Applications will not be processed and will be returned to the Applicant. The Applicant must signify its acceptance of the Terms and Conditions of this Application (together with all Worksheets, project appendices and supporting documentation, in each case, as amended, this "**Application**") and the accompanying Participant Agreement, including all Schedules thereto (together with the Application, in each case, as amended, the "**Agreement**") before forwarding to **INSERT LDC NAME HERE** (the "**LDC**").

Please check each box to confirm the required documentation is submitted to the LDC prior to your Prescriptive Project(s) and/or Custom Project(s) commencing:

- ☐ Completed and signed **Application**
- ☐ Completed and signed **APPENDIX A: PRE-PROJECT SPECIFIC SUBMISSION FORM** for each facility
- ☐ Signed Participant Agreement
- ☐ Signed Design Decision-Maker Agreement (as applicable)

**THIS APPLICATION MAY BE REJECTED BY YOUR LDC FOR ANY REASON.**

**PRIOR TO** commencing your Project(s):

- Ensure that the LDC has accepted this Application and your Participant Agreement

**AFTER** completing your project(s):

- You must complete and sign **APPENDIX B: POST-PROJECT SUBMISSION FORM** and mail it to your LDC in order to receive your Participant Incentive.

To the Applicant: ALL REQUIRED fields must be completed in order for the Application to be accepted for review by the LDC. See Schedule 1 attached to the Participant Agreement for defined terms.

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

LEGAL NAME OF APPLICANT			
ADDRESS	CITY	ON PROVINCE	POSTAL CODE
[LDC] ACCOUNT #		CONTACT NAME AND TITLE	
DAY PHONE	FAX	EMAIL	
OWNERSHIP TYPE (check one):	OWNER <input type="checkbox"/>	TENANT/LEASEHOLDER	<input type="checkbox"/>
HST REGISTRANT #:			

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

NAME AND TITLE OF CONTACT			
ADDRESS	CITY	ON PROVINCE	POSTAL CODE
DAY PHONE	FAX	EMAIL	





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### 3. Head Office Application Election (optional)

Does this Application include more than one proposed Custom Project and/or Prescriptive Project located in multiple local distribution company service areas? ☐ YES ☐ NO

The Applicant elects the local distribution company listed below as the Lead LDC.

**[LDC] Shall be the Lead LDC**

### 4. Applicant's Certification Statement (required):

I have authority to bind the company,

\*NAME:

\*TITLE:

APPLICANT/LEGAL COMPANY NAME:

AUTHORIZED SIGNATURE:

DATE (DD/MM/YYYY):

\*NAME:

\*TITLE:

APPLICANT/LEGAL COMPANY NAME:

AUTHORIZED SIGNATURE:

DATE (DD/MM/YYYY):

\* please print and send an original copy with signatures to **[the LDC/Lead LDC/Satellite LDC]**

### PARTICIPANT AGREEMENT

The Participant (being the "Applicant" in the Application) has applied for Participant Incentives, in respect of Eligible Costs, pursuant to the Application submitted to the LDC under the New Construction Initiative (the "Initiative").

1. DEFINED TERMS: All capitalized terms not herein defined will have the meanings given in Schedule 1.
2. PARTICIPANT INCENTIVE(S): The LDC will, subject to the terms and conditions of this Participant Agreement and the Application, pay to the Participant a Participant Incentive for the implementation of the Project(s) described in the approved Application. In addition to the other provisions hereof, payment of the Participant Incentive(s) is subject to and conditional upon the following terms and conditions:
  - (a) the Participant will implement the Project(s) described in the Application by each Project's project completion date and in no event after December 31, 2014;
  - (b) the Participant will provide the LDC with evidence of the implementation and completion of such Project(s) and, if required, that it has passed the formal occupancy inspection conducted by the applicable municipality and meets the minimum occupancy requirements of the Applicable Building Code and/or occupancy permit has been issued by the applicable municipality and a copy has been provided to the LDC;
  - (c) the Participant will provide the LDC with specification sheets or detailed manufacturers' data and/or mechanical and electrical schedules and drawings for each proposed Eligible Measure demonstrating that such measure satisfies the requirements to be an Eligible Measure;
  - (d) the Participant will provide the LDC, where applicable, for Custom Projects (A) copies of mechanical zoning diagrams, documentation of control sequences for building equipment, documented percent of outside air on air return systems,



manufacturer's specifications for any plant equipment including boiler system hot water, chiller, cooling tower, air handling and rooftop units; and (B) bona fide and reasonable supporting evidence, including at least one of third party quotes, advertisements, price lists, or catalogues, supporting the Eligible Costs for the Base Case and the Energy Efficient Case;

- (e) the Participant providing such additional documentation and information if and as requested by the LDC;
- (f) the LDC will have the right in its absolute discretion to decide whether or not to accept or approve the evidence provided pursuant to this Section 2; and
- (g) the Participant will provide an invoice to the LDC for the Participant Incentive no later than 90 days following project completion.

3. **AMOUNT AND FORM OF PARTICIPANT INCENTIVE(S):** The Participant acknowledges that the total amount of the Participant Incentives set forth in the Application is based upon estimated demand savings, energy savings or estimated Eligible Costs, based on the Application and Worksheets and will be the maximum amount payable hereunder. A Participant may however submit an Application to amend the scope of a Project, prior to the completion of that Project. Upon the completion and verification of each Project, the LDC will recalculate the amount of the Participant Incentive based upon the best available information at such time. The total amount of the Participant Incentives determined by the LDC will be paid by the LDC as a lump sum payment, on the later of:

- (a) for projects that do not require the completion and approval of a New Construction/Major Renovation Final Evaluation and Incentive Report, within 90 days of the completion of the last of such projects, and any post-project site visits and inspections required in respect thereof; and
- (b) for projects that require the completion and approval of a New Construction/Major Renovation Final Evaluation and Incentive Report, within 90 days of the completion of the last of such projects and of the last of such New Construction/Major Renovation Final Evaluation and Incentive Reports.

The Participant acknowledges and agrees that it is in the LDC's discretion to determine which projects require the completion and approval of a New Construction/Major Renovation Final Evaluation and Incentive Report.

4. **MODELLING INCENTIVE:** Where the Participant has applied to receive a Modelling Incentive for a Custom Project and the LDC has approved the Application, the LDC will calculate the Modelling Incentive which will be the lowest of the following amounts:

- (a) \$10,000;
- (b) 100% of third party costs of preparing the Simulation Summary Report, Modelling Results Report and Energy and Demand Savings Summary excluding taxes, financing costs, insurance costs, or costs of purchasing or leasing equipment, parts or tools; and
- (c) the Estimated Custom Incentive; provided, however, that if the Estimated Custom Incentive is greater than the Custom Incentive, and the Modelling Incentive is based on the Estimated Custom Incentive, the Modelling Incentive will be reduced accordingly. The difference shall be a debt owed by the Participant to the LDC, and the LDC has the right to set off the difference from any amounts payable to the Participant.

5. **DESIGN DECISION-MAKER INCENTIVE:** The Participant acknowledges and agrees that the LDC will not be obligated to pay a Design Decision-Maker Incentive to a Design Decision-Maker unless the Design Decision-Maker has entered into a separate agreement with the LDC.

6. **OPERATION OF PROJECT:** The Participant will maintain all of the Prescriptive Measures and Custom Measures implemented through each Custom Project and Prescriptive Project in good working order and will operate and maintain such equipment and improvements without any modification for a continuous period of at least 48 months (the "**Period**") starting on the first day of the month immediately following the month in which the LDC pays the Participant Incentive hereunder.

7. **EVENTS OF DEFAULT:** Each of the following is an "**Event of Default**" hereunder:

- (a) if the Prescriptive Measures and Custom Measures implemented through a Custom Project or Prescriptive Project requires any modification during the Period and the Participant does not obtain the LDC's written consent prior to carrying out any such modification, which consent may be withheld in the LDC's sole discretion;
- (b) if the Prescriptive Measures and Custom Measures implemented through a Custom Project or Prescriptive Project ceases operation before the end of the Period; or
- (c) if the Participant does not perform or comply with any term or condition of this Agreement or if any representation, warranty or certification made by the Participant is untrue, incomplete or inaccurate.

8. **REPAYMENT AND MULTIPLE EVENTS OF DEFAULT:** If an Event of Default occurs then, on written notice by the LDC, the Participant will repay to the LDC a portion of the Participant Incentive, calculated as follows:

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

For the purposes of this calculation, an Event of Default occurring at any time during a month will be deemed as an Event of Default for the full month.



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

9. **PROJECT DETAILED INFORMATION:** The LDC and the OPA will have the right to publicize the features or equipment described in the Application to potential participants who are considering the Initiative and may refer any interested party to the Participant, unless the Participant clearly indicates which sections of the Application are to remain confidential or otherwise provides a written request to the LDC that this information remain confidential.
10. **HEAD OFFICE APPLICATIONS:** This Section will apply if the Participant has Custom Project(s) and/or Prescriptive Project(s) in the service areas of more than one local electricity distribution company. If the Participant elected to proceed by way of a Head Office Application in the Application and selected one local electricity distribution company (the "**Lead LDC**") to coordinate the activities of all other local electricity distribution companies (the "**Satellite LDCs**"), then the Participant agrees and acknowledges that:
  - (a) if the Participant does not have such Custom Project(s) and/or Prescriptive Project(s) in the Lead LDC's service area that meets the applicable Eligibility Criteria, the Application will be rejected and the Participant may re-apply for the Initiative; and
  - (b) if each of such Custom Project(s) and/or Prescriptive Project(s) meet such applicable Eligibility Criteria:
    - (i) subject to the terms and conditions of this Agreement, it will receive payment of the incentive from the Lead LDC only after all such Custom Project(s) and/or Prescriptive Project(s) included in the Application are complete;
    - (ii) it has the ability to perform its obligations in respect of such Custom Project(s) and/or Prescriptive Project(s);
    - (iii) it will co-operate with the Lead LDC and have its personnel at the Facilities in the service areas of the Satellite LDCs co-operate with the Satellite LDCs;
    - (iv) the Lead LDC may provide to, and receive from, each Satellite LDC information from the Applicant that may be required in respect of this Agreement; and
    - (v) if a Satellite LDC is not participating in the Initiative, the Application will not be accepted and the Custom Project(s) and/or Prescriptive Project(s) in that Satellite LDC's service area may be removed from the Application and such Application may be subsequently resubmitted.
11. **REPRESENTATIONS AND WARRANTIES:** The Participant represents, warrants and agrees that (a) except as set out in the Application, no Custom Project(s) and/or Prescriptive Project(s) set out in the Application has received, is receiving or will receive any financial incentives generally funded by energy ratepayers or taxpayers in the Province of Ontario or rebates from manufacturers or wholesalers or other supply chain participants; (b) it owns all equipment in respect of which the Participant Incentive is requested, provided that if the Participant is a tenant of the Facility or Facilities and does not own such equipment, it has obtained prior written consent from the owner of the Facility or Facilities for the implementation of such Custom Project(s) and/or Prescriptive Project(s); (c) all information in the Application, including any attached documentation, is true, accurate and complete; (d) it would not otherwise have undertaken the Project(s) without the financial support and participation of the LDC; (e) all of the applicable Eligibility Criteria have been satisfied; and (f) it has the authority and capacity to enter into this Agreement. The Participant further acknowledges that it is an independent contractor, and that there is no joint venture, partnership or agency created or implied by this Agreement.
12. **EVALUATION, MEASUREMENT AND VERIFICATION; AUDIT:** The Participant will participate in any surveys, studies, audits, evaluations or verifications conducted by the LDC or the OPA or their respective agents and other service providers (collectively, 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.
13. **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 and the Participant shall comply with such directions.
14. **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, which are expressly disclaimed by the Participant.
15. **SUBCONTRACTING BY THE LDC:** The LDC may subcontract any of its responsibilities under this Agreement to an affiliate or a third party.



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16. **MISCELLANEOUS:** Except as otherwise provided, this Agreement constitutes the entire agreement between the parties hereto 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 in writing executed by both of the parties hereto. The 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. Each of the parties hereto 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. 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. The insertion of headings is for convenience of reference only and will not affect the interpretation of this Agreement. Any reference in this Participant Agreement to the terms "hereof", "hereunder" and similar expressions refer to this Participant Agreement and not to any particular Section or other part of this Participant Agreement. Unless otherwise indicated, any reference in this Participant Agreement to a Section or Schedule refers to the specified section of or schedule to this Participant Agreement. The word "including" means "including without limitation", and the words "include" and "includes" have a corresponding meaning.
17. **TERM AND TERMINATION:** Except as otherwise specified herein, this Agreement will terminate upon the expiration of the Period, upon notice from the LDC following any Event of Default herein, or as otherwise determined by the LDC in its reasonable discretion. Sections 7, 8, 12, 13, 14, 15, 16, 17, 18, and 19 of this Participant Agreement will survive the termination of this Agreement.
18. **THIRD PARTY BENEFICIARIES:** Except as provided in Sections 12, 13, 17, 18 and 19 of this Participant Agreement, 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.
19. **COLLECTION OF PARTICIPANT INFORMATION AND INDEMNITY:** The Participant understands and agrees that by submitting the Application, whether or not this Application is accepted: (a) it hereby consents to the collection, use, disclosure and other handling of any information it provides to the Program Operators, including personal information and records showing 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 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; (b) it hereby consents to the disclosure by the OPA to the LDC of information regarding the Participant's past participation in other OPA funded conservation and demand management programs for the purpose of processing the Participant's Application; and (c) 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.
20. **COMPLIANCE WITH LAWS:** Each party to this Agreement will comply, in all material respects, with all laws and regulations required to be complied with in the performance of its obligations hereunder.
21. **ASSIGNMENT:** This Agreement will enure to the benefit of and be binding upon the parties hereto and their respective successors and permitted 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.
22. **FACSIMILE/ELECTRONIC SIGNATURES:** This Agreement may be executed and delivered by facsimile transmission or by any other method of electronic execution and the parties hereto may rely upon all such signatures as though such signatures were original signatures.

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

PARTICIPANT/LEGAL COMPANY NAME:

AUTHORIZED SIGNATURE:

DATE (DD/MM/YYYY):



## SCHEDULE 1

### DEFINITIONS

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

**"Applicable Building Code"** means (a) the "building code" as defined in the *Building Code Act, 1992* (Ontario), as may be amended; and (b) any other applicable building code imposed by a municipality, if any, to the extent that it supplements the building code referred to in (a) or any part thereof.

**"Applicant"** has the meaning given to it in the opening line of the Application Agreement.

**"Application"** means the application completed by the Applicant for a Custom Project and/or Prescriptive Project and includes all Worksheets and supporting documentation submitted and to which this Participant Agreement relates.

**"Approved Modelling Software"** means any of the following software:

- (a) EE4-OBC or EE4 version 1.7 or higher;
- (b) DOE 2 version 2.1 or higher;
- (c) eQUEST version 3.64 or higher;
- (d) CAN-QUEST; or
- (e) any other software approved by the LDC in writing;

the output of which is the Modelling Results Report which is used to determine Demand Savings and/or Energy Savings associated with a Custom Project.

**"Base Case"** means the case based on the assumption that the new construction or major renovation that is the subject of the Application would be completed without a Participant Incentive under this Initiative and at least meeting the minimum requirements of the Applicable Building Code.

**"Custom Incentive"** means the Participant Incentive payable by the LDC for Custom Project(s).

**"Custom Measure"** means a measure that satisfies the applicable Custom Measure Eligibility Criteria set out in Section 1.6 of Schedule 2.

**"Custom Project"** means, in respect of a new construction or major renovation, a project that satisfies the Custom Project Eligibility Criteria set out in Section 1.4 of Schedule 2.

**"Custom Worksheet"** means the worksheet in respect of a Custom Project containing the output of the Approved Modelling Software and the Energy and Demand Savings Summary that calculates the Custom Incentive and is in the required form.

**"Demand Savings"** means the estimated, determined or actual (as the context may require) reduction in electricity demand, expressed in kW, obtained as a result of one or more Custom Measures and as determined pursuant to the Energy and Demand Savings Summary.

**"Design Decision-Maker"** means a person who satisfies the applicable Design Decision-Maker Eligibility Criteria in Section 1.8 of Schedule 2.

**"Eligibility Criteria"** means the eligibility criteria that must be satisfied to qualify as an Eligible Person, an Eligible Project, an Eligible Custom Project, an Eligible Prescriptive Project, a Custom Measure or Eligible Costs (for Custom Projects), as the case may be, as provided in Schedule 2.

**"Eligible Costs"** has the meaning given to it in Section 1.7 of Schedule 2.

**"Eligible Measures"** means, collectively, the Prescriptive Measures and the Custom Measures.

**"Eligible Person"** means a person who satisfies the applicable Eligibility Criteria provided in Section 1.1 of Schedule 2.

**"Eligible Project"** means, in respect of a new construction or major renovation project, a project that satisfies the Project Eligibility Criteria provided in Section 1.2 of Schedule 2 and that is not an Ineligible Project.

**"Energy and Demand Savings Summary"** means a summary in the required form and contains the Energy Savings and Demand Savings.

**"Energy Efficient Case"** means the case based on using the Eligible Measures specified in the Application.

**"Energy Savings"** means the estimated, determined or actual (as the context may require) electricity savings achieved over the course of the first year after the completion of a Custom Project, expressed in kWh, obtained as a result of one or more Custom Measures and as determined pursuant to the output of the Energy and Demand Savings Summary.

**"Environmental Attributes"** has the meaning given to it in Section 13 of this Participant Agreement.

**"Estimated Custom Incentive"** means the estimated Custom Incentive calculated by the LDC based on the information in the Application.





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**"Estimated Prescriptive Incentive"** means the estimated Prescriptive Incentive calculated by the LDC based on the information in the Application.

**"Event of Default"** has the meaning given to it in Section 7.

**"Facility"** means the facility where the Prescriptive Project or Custom Project will be implemented.

**"Head Office Application"** means an Application from a single non-residential distribution consumer that designates a Lead LDC and includes proposed Eligible Projects in more than one local distribution company's service area.

**"Ineligible Project"** has the meaning given to it in Section 1.5 of Schedule 2.

**"Initiative"** means the Commercial and Institutional New Construction and Major Renovation Initiative 2011 - 2014.

**"kW"** means kilowatt.

**"kWh"** means kilowatt hour.

**"LDC"** means the electricity distribution company to which the Application was submitted.

**"Lead LDC"** has the meaning given to it in Section 10.

**"Modelling Incentive"** means the Participant Incentive payable to a Participant for the preparation of the Simulation Summary Report, Modelling Results Report and Energy and Demand Savings Summary in connection with a Custom Project.

**"Modelling Results Report"** means a computer simulation file submitted by the Participant that is the model of the Eligible Project and which provides information, among other things, about a Custom Project, including the specification and quantities of Eligible Measures, resulting from the use of Approved Modelling Software.

**"New Construction/Major Renovation Final Evaluation and Incentive Report"** means a report, prepared by a Project Evaluator in compliance with the required form, for the purpose of reporting to the LDC and the Participant an updated estimate of Energy Savings and/or Demand Savings following the completion of a Custom Project.

**"OPA"** means the Ontario Power Authority or its successor.

**"Participant"** means a person who has (a) submitted an Application which was approved by the LDC; (b) agreed to the terms and conditions in the Participant Agreement and the Agreement; and (c) satisfied the applicable Eligibility Criteria.

**"Participant Agreement"** means this Participant Agreement, including all Schedules, as it or they may be amended, restated or supplemented from time to time.

**"Participant Information"** has the meaning given to it in Section 19.

**"Period"** has the meaning given to it in Section 6.

**"Prescriptive Incentive"** means the Participant Incentive payable by the LDC for Prescriptive Project(s).

**"Prescriptive Measures"** means measures listed on the Prescriptive Worksheets.

**"Prescriptive Project"** means, in respect of a new construction or major renovation project, a project that satisfies the Prescriptive Project Eligibility Criteria set out in Section 1.3 of Schedule 2.

**"Prescriptive Worksheets"** means the prescribed worksheets listing Prescriptive Measures and, in some cases, assumed Base Case equipment and the associated amount of the Prescriptive Incentive for each Prescriptive Measure.

**"Program Operators"** has the meaning given to it in Section 12.

**"Project"** means either a Prescriptive Project or a Custom Project.

**"Project Evaluator"** means an individual who is an employee of the LDC or of a third party service provider to the LDC and who will review materials relating to Custom Projects.

**"Satellite LDCs"** has the meaning given to it in Section 10.

**"Simulation Summary Report"** means a report to be submitted by a Participant to the LDC summarizing the assumptions used with the Approved Modelling Software, in accordance with the required form.

**"Worksheet"** means any Prescriptive Worksheet or Custom Worksheet.



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### SCHEDULE 2

#### ELIGIBILITY CRITERIA

##### 1.1 Eligible Person Eligibility Criteria

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

- (a) a distribution consumer that is not a residential consumer or would not be a residential consumer once the new building is completed; and
- (b) an owner of a new construction or major renovation that represents an Eligible Project. Where there is more than one owner, each owner must satisfy all of the criteria for Eligible Persons set out in this Section 1.1. The owners must appoint one owner to represent them.

##### 1.2 Project Eligibility Criteria

To be an Eligible Project under the Initiative:

- (a) the proposed Project must be in respect of a single facility;
- (b) the facility must, when completed, be connected to, or behind the meter of another electricity consumer connected to, the LDC's distribution system, and be the subject of an account that is not classified as a residential account;
- (c) the facility, when completed, must conform to Part 3 of the "building code" as defined in the *Building Code Act, 1992* (Ontario) and be intended for industrial, commercial, institutional or multi-residential occupancy, however, agricultural facilities that are not required to conform to Part 3 of the Ontario Building Code may still be eligible;
- (d) The proposed Project must be in relation to the construction of a new facility, a new addition to an existing facility, a major renovation that converts the building to another use, or a major renovation which results in the facility being unfit for occupation for a minimum of 30 days and in the replacement of at least two building systems;
- (e) the project must have a building permit for it issued on or after January 1, 2011;
- (f) the project must be completed by the Participant (that is, be in-service) and delivering kW and/or kWh savings on or before December 31, 2014; and
- (g) not be an Ineligible Project.

##### 1.3 Prescriptive Project Eligibility Criteria

To be an Eligible Project, a Prescriptive Project must:

- (h) meet all the Project Eligibility Criteria;
- (i) include only Prescriptive Measures;
- (j) involve at least one completed Prescriptive Worksheet; and
- (k) have a minimum Estimated Prescriptive Incentive of \$1,000;

##### 1.4 Custom Project Eligibility Criteria

To be an Eligible Project, a Custom Project must:

- (a) meet all the Project Eligibility Criteria;
- (b) involve at least one completed Custom Worksheet;
- (c) not include any Prescriptive Worksheets other than the Multi-Residential In-Suite Appliance Eligible Measures Worksheet or Alternative Measures for Space Cooling Eligible Measures Worksheet;
- (d) have a minimum Estimated Custom Incentive (and where applicable, including the Estimated Prescriptive Incentives) of \$5,000;
- (e) not be an agricultural facility; and
- (f) be projected to be in-service for a minimum period of 48 months from the in-service date of the project.

##### 1.5 Ineligible Projects

None of the following types of projects qualify as an Eligible Project (each, an "Ineligible Project"):



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- (l) projects based on the Custom Worksheet proposing measures that are not generally commercially available, are pilot or demonstration projects, or are otherwise unproven;
- (m) projects where any anticipated Energy Savings and/or Demand Savings are the result of an electrical (fuel) substitution (unless incorporating a defined alternative energy measure for space cooling);
- (n) projects where prior to submitting an Application the applicant has entered into a binding commitment to acquire the measures or services required to install the measures. A binding commitment means the execution of a construction contract, purchase order or similar documentation with respect to the project;
- (o) projects that relate to the commissioning of a Chilled Water Plant (as defined in the Building Commissioning Initiative);
- (p) a project that has previously participated in an OPA funded New Construction/Major Renovation electricity conservation and demand management program, specifically, the City of Toronto – Better Buildings Partnership New Construction Program and the Enbridge High Performance New Construction Program;
- (q) any project in respect of which a Participant receives funding, directly or indirectly from the OPA, other than from the Initiative or certain OPA funded capability building initiatives;
- (r) in respect of which Participants have already applied for either Prescriptive Measures or Custom Measures for the same project, with the exception of non-electric space cooling (see Alternative Energy Measures for Space Cooling Prescriptive List) and energy efficient appliances in a custom multi-residential building (see Multi-Residential In-Suite Appliance Prescriptive List);
- (s) a project that qualifies as an "Eligible Project" under the new construction and major renovation initiative being offered by the OPA and LDC for residential homes; or
- (t) a project that is eligible in any other initiative under the Commercial and Institutional CDM Program.

### 1.6 Custom Measure Eligibility Criteria

To be eligible as a Custom Measure under the Initiative, the measure must involve one or more of the following, all being relative to the Participant's proposed Base Case:

- (u) the purchase and installation of new energy-efficient equipment for space heating, water heating and/or space cooling or lighting;
- (v) the purchase and installation of new energy-efficient equipment, or replacement of inefficient/oversized equipment; or
- (w) the improvement of thermal performance of a building envelope through increased insulation, installation of new energy-efficient windows and frames, low emissive window glazing or low emissive roof barriers.

For certainty, Custom Measures may include measures that are listed on the Prescriptive Worksheet(s), which measures will be treated as Custom Measures in the context of a Custom Project.

### 1.7 Eligible Costs for Custom Projects

- (x) The below-listed costs may be "Eligible Costs", provided they are reasonable, and incurred directly in connection with the Eligible Project. The costs must be actually incurred and payable, in the case of the Energy Efficient Case, or supported by bona fide third party estimates in the Base Case.
  - (i) The costs of equipment purchased from and installed by a third party;
  - (ii) costs of labour for the installation of the equipment by a third party;
  - (iii) costs of energy assessments not funded by the OPA or LDC;
  - (iv) design, engineering and/or architecture fees that are not compensated with a Modelling Incentive;
  - (v) project management costs provided by third parties;
  - (vi) shipping, delivery, duties and other costs applicable to the delivery of equipment; and
  - (vii) costs to obtain the information and supporting documentation to prepare the New Construction/Major Renovation Final Evaluation and Incentive Report.
- (y) For certainty, costs which are not eligible to be included in Eligible Costs include:
  - (i) any costs that are not third party costs or that are internal costs of the Participant, including costs of the Participant's labour, service, administration or overhead;
  - (ii) financing costs of the Participant;
  - (iii) related insurance costs of the Participant;
  - (iv) costs associated with post-installation maintenance or service contracts;





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- (v) costs of spare parts, spare equipment or other inventories;
- (vi) purchase or lease of tools for installation of equipment;
- (vii) taxes payable under Part IX of the *Excise Tax Act* (Canada); or
- (viii) a portion of the costs of Eligible Measures that have been or will be received from financial incentives generally funded by energy ratepayers or taxpayers in the Province of Ontario or rebates from manufacturers or wholesalers or other supply chain participants.

### 1.8 Design Decision-Maker Eligibility Criteria

To be a Design Decision-Maker under the Initiative, a person must:

- (a) be an architect or professional engineer (as an individual or as a firm), and be licensed to practice in the Province of Ontario;
- (b) not be an employee of the Eligible Person;
- (c) be designated as the Design Decision Maker by the Applicant in the Application; and
- (d) have signed off on the plans for Eligible Project.



## Appendix A: PRE-PROJECT SPECIFIC SUBMISSION FORM

### INSTRUCTIONS:

Please complete ALL fields below. For Head Office Applications, complete a Pre-Project Submission Form for each facility.

Check each box below to confirm the required documentation is submitted to the LDC for each Facility as part of your Application **prior to beginning your Project(s)**:

- ☐ Equipment cost estimates, quotes or proposals
- ☐ Cut sheets or detailed manufacturers' data for proposed measures

For Prescriptive Projects\*, one or more of the following Prescriptive Worksheet(s) for each building site:

- ☐ Lighting Eligible Measures Worksheet
- ☐ Motors Eligible Measures Worksheet
- ☐ Agribusiness Eligible Measures Worksheet
- ☐ Multi-Residential In-suite Appliances Eligible Measures Worksheet
- ☐ Unitary AC Eligible Measures Worksheet
- ☐ Alternative Energy Measures for Space Cooling Eligible Measures Worksheet

For Custom Projects\*, ALL the documents listed below:

- ☐ Custom Worksheet
- ☐ Working EE4, DOE 2.x, eQuest, CANQUEST data file or data file from other software approved by the OPA in writing (Modelling Results Report)
- ☐ Simulation Summary Report
- ☐ Energy & Demand Savings Summary

\* Note: a project may be prescriptive or custom but may not be a combination of both (except where the prescriptive measure is from either the Multi-Residential In-suite Appliances Eligible Measures Worksheet or Non-electric cooling measure from the Alternative Energy Measures for Space Cooling Eligible Measures Worksheet.

---

**1. The Custom Project and/or Prescriptive Project described herein is to be completed in the service area of the Lead LDC (required):**

☐ YES ☐ NO

---

**2. Modelling Incentive Election (optional)**

The Applicant is submitting a Custom Project and is applying for Modelling Incentives: ☐ YES ☐ NO

---

**3. Design Decision Maker Incentive Election (optional)**

The Applicant is submitting a Custom Project and has identified the Design-Decision Maker in the Custom Worksheet: ☐ YES ☐ NO

---

**4. Building where Eligible Measures will be installed (required):**

---

BUILDING NAME (if applicable)

---

ADDRESS

CITY

PROVINCE

POSTAL CODE

---

[LDC] is [Lead LDC/Satellite LDC]



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### 5. Please check all building type that apply to your Project (required):

- |                                                       |                                                           |                                                             |                                                       |
|-------------------------------------------------------|-----------------------------------------------------------|-------------------------------------------------------------|-------------------------------------------------------|
| <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 – Clinic              | <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. Building Characteristics (required):

TOTAL BUILDING/FLOOR AREA: ☐ m2 ☐ sq. ft      NUMBER OF FLOORS: \_\_\_\_\_

ESTIMATED ANNUAL CONSUMPTION (kWh): \_\_\_\_\_      ESTIMATED SUMMER PEAK DEMAND (kW): \_\_\_\_\_

### 7. Which type of Project(s) is included in this Application (required)?

- ☐ PRESCRIPTIVE PROJECT      ☐ CUSTOM PROJECT

### 8. Custom Project Cost (required) (as indicated in the Custom Worksheet):

ESTIMATED CUSTOM PROJECT INCREMENTAL COST: \$ \_\_\_\_\_

### 9. Participant Incentive amounts (required):

TOTAL PRESCRIPTIVE INCENTIVE BEING APPLIED FOR: \$
TOTAL CUSTOM INCENTIVE BEING APPLIED FOR: \$
TOTAL MODELLING INCENTIVES BEING APPLIED FOR (IF APPLICABLE): \$
TOTAL ELIGIBLE DESIGN DECISION MAKER INCENTIVE (IF APPLICABLE): \$

### 10. Project Timeline (required):

ESTIMATED PROJECT START DATE      ESTIMATED PROJECT COMPLETION DATE  
(DD/MM/YYYY):   /   /      (DD/MM/YYYY):   /   /

### 11. Have you received any other financial incentive(s) for this project through [Name of Lead LDC/Name of Satellite LDC] or any other public program (required)? ☐ YES ☐ NO

If yes, please specify the following:

NAME OF PROGRAM: \_\_\_\_\_ FUNDING PROVIDER: \_\_\_\_\_ FUNDING AMOUNT: \$ \_\_\_\_\_



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

13. **Certification Statement**

By signing below, I certify that the information provided in this **Appendix A** is true, accurate and complete.

\*NAME:

\*TITLE:

\*APPLICANT/LEGAL COMPANY NAME:

AUTHORIZED SIGNATURE:

DATE (DD/MM/YYYY):

\*NAME:

\*TITLE:

\*APPLICANT/LEGAL COMPANY NAME:

AUTHORIZED SIGNATURE:

DATE (DD/MM/YYYY):

\* please print and send an original copy with signatures to **[the LDC/Lead LDC/Satellite LDC]**

14. **Project Management (FOR LDC USE ONLY)**

PROJECT APPLICATION NUMBER: _____
APPROVED PRESCRIPTIVE INCENTIVE AMOUNT: \$
APPROVED CUSTOM INCENTIVE AMOUNT: \$
APPROVED MODELLING INCENTIVE AMOUNT (IF APPLICABLE): \$
APPROVED DESIGN-DECISION MAKER INCENTIVE AMOUNT (IF APPLICABLE): \$
DATE APPLICATION APPROVED (MM/DD/YYYY):     /     /
COMMENTS:

NAME:

TITLE:

LDC AUTHORIZED SIGNATURE:

DATE (DD/MM/YYYY):

NAME:

TITLE:

LDC AUTHORIZED SIGNATURE:

DATE (DD/MM/YYYY):



## Appendix B: POST-PROJECT SUBMISSION FORM

### INSTRUCTIONS:

Please complete ALL fields below. For Head Office Applications, complete a Post-Project Submission Form for each facility.

Check each box to confirm the required documentation is submitted to the LDC for each facility as part of your Application **following completion of your Project(s)**:

- ☐ Invoices showing proof of payment
- ☐ Copies of architectural, mechanical and electrical specifications and drawings showing the Eligible Measures installed and implemented

#### For Custom Projects:

- ☐ Copies of mechanical zoning diagrams
- ☐ Documentation of control sequences for building equipment
- ☐ Documented fraction of outside air on air return systems
- ☐ Manufacturer's specifications for any plant equipment including the boiler system hot water, chiller, cooling tower, air handling and rooftop units

1. The Project described herein is to be completed in the service area of the Lead LDC: ☐ YES ☐ NO

#### 2. Modelling Incentive Election (optional)

The Applicant has submitted a Custom Project and has applied for a Modelling Incentive: ☐ YES ☐ NO

#### 3. Design Decision Maker Incentive Election (optional)

The Applicant has submitted a Custom Project and has identified the Design Decision-Maker Incentive in the Custom Worksheet:  
☐ YES ☐ NO

#### 4. Building where Eligible Measures were installed:

BUILDING NAME (if applicable)

			ON	
ADDRESS	CITY	PROVINCE	POSTAL CODE	

[LDC] is [Lead LDC/Satellite LDC]

#### 5. Which type of project(s) is included in this Application?

- ☐ PRESCRIPTIVE PROJECT
- ☐ CUSTOM PROJECT

#### 6. Actual Project Costs: (as indicated in the Custom Worksheet):

ACTUAL CUSTOM PROJECT INCREMENTAL COST: \$

#### 7. Final Participant Incentive amounts:

TOTAL PRESCRIPTIVE INCENTIVE BEING APPLIED FOR: \$
TOTAL PRESCRIPTIVE INCENTIVE BEING APPLIED FOR: \$
TOTAL MODELLING INCENTIVES BEING APPLIED FOR (IF APPLICABLE): \$
TOTAL DESIGN DECISION MAKER INCENTIVES BEING APPLIED FOR (IF APPLICABLE): \$



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### 8. Actual Project Timeline:

ACTUAL PROJECT START DATE

(DD/MM/YYYY):    /    /

ACTUAL PROJECT COMPLETION DATE

(DD/MM/YYYY):    /    /

### 9. Other Comments (for example, special site requirements or conditions which Project Evaluators should be aware of)

### 10. Certification Statement

By signing below, I certify that the information provided in this **Appendix B** is true, accurate and complete.

\*NAME:

\*TITLE:

\*APPLICANT/LEGAL COMPANY NAME:

AUTHORIZED SIGNATURE:

DATE (DD/MM/YYYY):

\*NAME:

\*TITLE:

\*APPLICANT/LEGAL COMPANY NAME:

AUTHORIZED SIGNATURE:

DATE (DD/MM/YYYY):

\* please print and send an original copy with signatures to **[the LDC/Lead LDC/Satellite LDC]**

### 11. Project Management (FOR LDC USE ONLY)

PROJECT APPLICATION NUMBER: _____
FINAL PRESCRIPTIVE INCENTIVE AMOUNT: \$
FINAL CUSTOM INCENTIVE AMOUNT: \$
FINAL DESIGN DECISION MAKER INCENTIVE AMOUNT (IF APPLICABLE): \$
FINAL MODELLING INCENTIVE AMOUNT (IF APPLICABLE): \$
DATE (MM/DD/YYYY):    /    /
FINAL PROJECT EVALUATION REQUIRED? <input type="checkbox"/> YES <input type="checkbox"/> NO
DATE OF PROJECT EVALUATION (MM/DD/YYYY):    /    /
COMMENTS:

NAME:

TITLE:

LDC AUTHORIZED SIGNATURE:

DATE (DD/MM/YYYY):

NAME:

TITLE:

LDC AUTHORIZED SIGNATURE:

DATE (DD/MM/YYYY):



Exhibit C - Agribusiness Eligible Measures Worksheet

**INSTRUCTIONS:**

In order to calculate the Participant Incentive amount, enter the number of units to be installed in the 'Quantity' column and the 'Total Participant Incentive' column will automatically populate based on this information. The manufacturer and model numbers must also be clearly indicated for each measure in the 'Model #' and 'Manufacturer' columns. The sum of the 'Total Participant Incentive' amounts will be displayed in the 'TOTAL PARTICIPANT INCENTIVE REQUESTED' field at the bottom of the worksheet.

For your Application to be approved, you must submit specification sheets or detailed manufacturers' data and /or mechanical and electrical schedules and drawings for each proposed Measure demonstrating that the Measure meets the requirements to be an Eligible Measure. Following project completion, invoices showing proof of payment and other required documentation must be submitted in order to receive your Participant Incentive payment.

BARN SPECIFIC MEASURES						
RECIRCULATION VENTILATION		Model #	Manufacturer	Quantity (in cfm's)	Unit Participant Incentive	Total Participant Incentive
High Volume Low Speed (HVLS) must be vertically ceiling mounted with a minimum 8' diameter - All applications. HVLS fans must meet all applicable Code, standard, safety and regulatory requirements including CSA/UL/C-UL.	For summer convective cooling of livestock, poultry & personnel				\$7 per 1,000 cfm	\$0.00
CREEP HEAT PADS		Model #	Manufacturer	Quantity (in units)	Unit Participant Incentive	Total Participant Incentive
Single creep heat pad. Must meet all applicable Code, standard, safety and regulatory requirements including CSA/UL/C-UL.	up to 100 Watt maximum				\$19 per pad	\$0.00
Double creep heat pad. Must meet all applicable Code, standard, safety and regulatory requirements including CSA/UL/C-UL.	up to 200 Watt maximum				\$38 per double pad	\$0.00
HIGH TEMPERATURE CUTOUT THERMOSTAT		Model #	Manufacturer	Quantity (in units)	Unit Participant Incentive	Total Participant Incentive
Temperature limiting thermostat. NEMA 4 or 4X. Must meet all applicable Code, standard, safety and regulatory requirements, including CSA/UL/C-UL.	Operating range between 20°C and 40°C - Assume 50% reduction				\$33 per controller	\$0.00
CREEP HEAT CONTROLLER		Model #	Manufacturer	Quantity (in units)	Unit Participant Incentive	Total Participant Incentive
Heat Controller. Must be NEMA 4 or 4X rated. Must meet all applicable Code, standard, safety and regulatory requirements including CSA/UL/C-UL.	Only agricultural products designed for use in animal housing facilities are eligible				\$33 per controller	\$0.00
LOW ENERGY LIVESTOCK WATERERS		Model #	Manufacturer	Quantity (in units)	Unit Participant Incentive	Total Participant Incentive
Low-wattage waterer. In addition, waterers must be completely insulated with a minimum 2 inches of insulation, be equipped with an adjustable thermostat and the insulation must be completely protected from damage by rodents and insects in order to qualify for this incentive. Must meet all applicable Code, standard, safety and regulatory requirements including CSA/UL/C-UL.	Total electrical power requirement no greater than 300 Watts, including waterline heat tracing elements				\$40 per waterer	\$0.00



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## Agribusiness Eligible Measures Worksheet

### BARN SPECIFIC MEASURES

PHOTOCELL and TIMER for LIGHTING CONTROL	Model #	Manufacturer	Quantity	Unit Participant Incentive	Total Participant Incentive
<b>Timer + photocell.</b> Timer to regulate on-off lighting schedule. Photocell to minimize daytime lighting operation. Must meet all applicable Code, standard, safety and regulatory requirements including CSA/UL/C-UL.				\$28 per controller	\$0.00
Incentive applicable for barns in which ambient light level by natural daylight entry is sufficient to enable photocell measure.					
Only photocells and timers which disengage lighting in livestock barns having sufficient access to natural daytime lighting as to typically provide sufficient illumination within the barn during the period May to October each year, such as naturally ventilated freestall buildings, are eligible for this incentive. Photocells and timers used in sealed or windowless livestock buildings which lack natural light are not eligible. Units with non-resetting manual "ON" override are not eligible.					

### NATURAL EXHAUST VENTILATION

NATURAL EXHAUST VENTILATION	Model #	Manufacturer	Quantity (in livestock headcount)	Unit Participant Incentive	Total Participant Incentive
Egg layers	Also applies to dual ventilation systems <sup>1</sup>			\$100 per 1,000 birds	\$0.00
Chicken broilers	Also applies to dual ventilation systems <sup>1</sup>			\$85 per 1,000 birds	\$0.00
Turkeys	Also applies to dual ventilation systems <sup>1</sup>			\$283 per 1,000 birds	\$0.00
Swine - Breeding & Gestation	Also applies to dual ventilation systems <sup>1</sup>			\$4 per sow	\$0.00
Swine - Growing & Finishing	Also applies to dual ventilation systems <sup>1</sup>			\$2 per market-weight hog	\$0.00
Dairy - Tie-stall	Housed year-round, cows in barn during summer			\$9 per cow	\$0.00
Dairy - Tie-stall	Cows on pasture for any part of spring-summer-fall			\$5 per cow	\$0.00

NATURAL EXHAUST VENTILATION	Model #	Manufacturer	Quantity (in square meters)	Unit Participant Incentive	Total Participant Incentive
Greenhouses - Vegetables	Based on sq. meters of actual growing/ production area			\$138 per 1,000 sq. meters	\$0.00
Greenhouses - Flowers	Based on sq. meters of actual growing/ production area			\$315 per 1,000 sq. meters	\$0.00

**Dual and Natural Exhaust Ventilation:** Natural exhaust ventilation systems for the purpose of this incentive are ventilation systems utilizing chimneys and sidewall openings with curtains or insulated panels. No mechanical ventilation shall be present for natural ventilation systems. The dual natural ventilation systems for the purpose of this incentive are hybrid systems utilizing chimneys and sidewall openings with adjustable curtains or sidewall insulated panels to provide ventilation during warm months. Ventilation fans are to be used during cold months only. For a dual ventilation system to be eligible for an incentive, the maximum installed ventilation capacity cannot exceed the sum of Stage 1 (continuous) and Stage 2 (moisture control) minimum ventilation requirements. Installed dual and natural ventilation system must meet all applicable Code, standard, safety and regulatory requirements.

<sup>1</sup> For "dual" natural ventilation systems, the total mechanical component capacity cannot exceed sum of stage 1 (continuous) + 2 (moisture control) min. ventilation requirement to qualify for incentive.

<sup>2</sup> Based on 1000 ready-for-market, market-weight birds, i.e., based on the finished crop capacity of the building.

Note: The Eligible Measures Worksheet is based on assumptions and are subject to change and the incentive amounts do not include HST or other applicable taxes.

TOTAL PARTICIPANT INCENTIVE REQUESTED:

Name of Applicant: \_\_\_\_\_

Company Name: \_\_\_\_\_

Building Address: \_\_\_\_\_



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### Exhibit C - Alternative Energy Measures for Space Cooling Eligible Measures Worksheet

For Custom Projects, ground source heat pumps must be modelled using Approved Modelling Software. For non-electric cooling, use this worksheet for both Prescriptive Projects and Custom Projects. Equipment must operate a minimum of 1,000 hours per year to be eligible for an Participant Incentive.

#### INSTRUCTIONS:

In order to calculate the Participant Incentive amount, specify the '**Total Installed Cooling Capacity (Tons)**' and the '**Total Participant Incentive**' column will automatically populate based on this information. The sum of the '**Total Participant Incentive**' amounts will be displayed in the '**TOTAL PARTICIPANT INCENTIVE REQUESTED**' field at the bottom of the worksheet.

For your Application to be approved, you must submit specification sheets or detailed manufacturers' data and /or mechanical and electrical schedules and drawings for each proposed Measure demonstrating that the Measure meets the requirements to be an Eligible Measure. Following project completion, invoices showing proof of payment and other required documentation must be submitted in order to receive your Participant Incentive payment.

GROUND SOURCE HEAT PUMPS				
Measure Description		Total Installed Cooling Capacity (Tons)	Unit Participant Incentive	Total Participant Incentive
Ground source heat pump	Ground source heat pump serving an open or closed loop vertical or horizontal ground heat exchanger. Heat pump must meet ASHRAE 90.1 2004 minimum efficiency requirements (2006 Ontario Building Code Supplementary Standard SB-10).		\$200 / Ton	\$0
<b>Ground Source Heat Pumps:</b> Ground source heat pumps for the purpose of this incentive are heat pumps that use the ground or a body of water as a heat sink in the summer months. Acceptable system types include open and closed loop systems with vertical and horizontal ground heat exchangers. Eligible heat pumps must meet ASHRAE 90.1 2004 minimum efficiency requirements (2006 Ontario Building Code Supplementary Standard SB-10). The system must be installed by a Canadian Geo-Exchange Coalition (CGC) Accredited Installer. System must operate for a minimum of 1,000 cooling hours per year. Installed heat pumps must meet all applicable Code, standard, safety and regulatory requirements.				

Additional Required Information	
Facility Cooling Load (in Tons)	
Annual Cooling Hours (hour)	
Ground Source Loop Type	



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### Alternative Energy Measures for Space Cooling Eligible Measures Worksheet

#### NON-ELECTRIC COOLING

Measure Description		Total Installed Cooling Capacity (Tons)	Unit Participant Incentive	Total Participant Incentive
Non-electric space cooling equipment	Non-electric space cooling equipment in lieu of electric mechanical cooling equipment (electric chiller, electric heat pump, electric DX, etc.)		\$225 / Ton	\$0
<p><b>Non-Electric Chillers:</b> Eligible chillers shall be non-electric engine driven or absorption with a minimum COP of 1.0. Chillers must operate for a minimum of 1000 hours per year. Installed chillers must meet all applicable Code, standard, safety and regulatory requirements.</p> <p><b>Other Non-Electric Cooling Systems</b> are subject to review.</p>				

#### Additional Required Information

Facility Cooling Load (in Tons)	
Annual Cooling Hours (hour)	
Cooling Fuel Type (eg. gas, oil, etc)	

*Note:* The Eligible Measures Worksheets are based on assumptions and are subject to change and incentive amounts do not include HST or other applicable taxes.

**TOTAL PARTICIPANT INCENTIVE REQUESTED:**

**\$0**

**Name of Applicant:**

**Company Name:**

**Building Address:**



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### Exhibit C - Lighting Eligible Measures Worksheet

All technologies must meet applicable code, standard and regulatory requirements including, but not limited to, CSA/C-UL. It is the Applicant's responsibility to ensure that the technology is suitable (properly sized, etc.) to its intended application and to confirm that light levels of the energy efficient design meet the minimum regulatory requirements and the suggested maximum levels for the proposed use of the space. All products must be legal for sale in Canada. All lighting measures must be used in interior applications. Open-air parking garages running 8,760 hours per year will be considered interior applications. Interior lighting redesigns where spaces are over or under lit according to good professional practice are recommended to be submitted as a Custom Project.

#### INSTRUCTIONS:

In order to calculate the Participant Incentive amount, enter the number of units to be installed in the 'Quantity' column and the 'Total Participant Incentive' column will automatically populate based on this information. The manufacturer and model numbers must also be clearly indicated for each measure in the 'Model #' and 'Manufacturer' columns. The sum of the 'Total Participant Incentive' amounts will be displayed in the 'TOTAL PARTICIPANT INCENTIVE REQUESTED' field at the bottom of the worksheet.

For your Application to be approved, you must submit specification sheets or detailed manufacturers' data and/or mechanical and electrical schedule and drawings for each proposed Measure demonstrating that the Measure meets the requirements to be an Eligible Measure. Following project completion, invoices showing proof of payment and other required documentation must be submitted in order to receive your Participant Incentive payment.

LED MEASURES						
REFRIGERATED DISPLAY CASE LED STRIP LIGHT		Model #	Manufacturer	Quantity	Unit Participant Incentive	Total Participant Incentive
Refrigerated display case LED lighting. Eligible units shall be a 30W or less, 48" to 70" LED strip for use in refrigerated display cases.	30 Watt or less				\$75 per LED strip light	\$0
ENERGY STAR® LED RECESSED DOWNLIGHTS		Model #	Manufacturer	Quantity	Unit Participant Incentive	Total Participant Incentive
Eligible units must be listed on the ENERGY STAR® website available at: <a href="http://www.energystar.gov/index.cfm?fuseaction=find_a_product.showProductGroup&amp;pgw_code=LTG">http://www.energystar.gov/index.cfm?fuseaction=find_a_product.showProductGroup&amp;pgw_code=LTG</a>	LED Downlight with Light Output > 350 and <600 lumens				\$19 per downlight	\$0
	LED Downlight with Light Output >600 and <800 lumens				\$23 per downlight	\$0
	LED Downlight with Light Output >800 lumens				\$29 per downlight	\$0
ENERGY STAR® LED LIGHT BULB		Model #	Manufacturer	Quantity	Unit Participant Incentive	Total Participant Incentive
Eligible units must be listed on the ENERGY STAR® website available at: <a href="http://www.energystar.gov/index.cfm?fuseaction=find_a_product.showProductGroup&amp;pgw_code=ILB">http://www.energystar.gov/index.cfm?fuseaction=find_a_product.showProductGroup&amp;pgw_code=ILB</a>	LED MR16 lamp of not more than 6 Watt				\$6 per MR16 LED lamp	\$0
	LED MR16 lamp 7 -10 Watt				\$11 per MR16 LED lamp	\$0
	LED PAR lamp of not more than 16 Watt				\$14 per LED PAR lamp	\$0
	LED PAR lamp 16 - 25 Watt				\$20 per LED PAR lamp	\$0
NON-DIMMABLE SELF BALLASTED CFL		Model #	Manufacturer	Quantity	Unit Participant Incentive	Total Participant Incentive
Screw-in CFL - All styles	All sizes ≤40 Watt				\$1 per lamp	\$0
PAR CFLs - to be used in indoor lighting applications	11 Watt or less PAR CFL				\$4 per lamp	\$0
	12 -20 Watt PAR CFL					\$0
	20-39 Watt PAR CFL					\$0
Reflector "R" type CFLs	16 Watt R CFL					\$0
	20 Watt R CFL				\$0	



Lighting Eligible Measures Worksheet

FLUORESCENT MEASURES

THREE-WAY CFL		Model #	Manufacturer	Quantity	Unit Participant Incentive	Total Participant Incentive
Three-way CFLs for the direct replacement of incandescent or halogen three-way lamps	11 - 14 / 19 - 24 / 31 - 34 Watt Three-way CFL				\$4 per lamp	\$0
	11 - 14 / 17 - 20 / 19 - 24 Watt Three-way CFL					\$0

PIN SOCKET CFL - DIMMABLE AND NON-DIMMABLE		Model #	Manufacturer	Quantity	Unit Participant Incentive	Total Participant Incentive
<b>GU-24</b> lamps shall have a maximum length of 10 inches and have the following efficacy:  • Up to 14 Watts – minimum initial efficacy of 45 lumens per Watt  • 15 to 40 Watts – minimum initial efficacy of 60 lumens per Watt  <i>Note: GU-24 fixtures must be new fixtures and not E26 to GU24 conversion products.</i>	Up to 14 Watt, Hard wired, Fixture and Bulb				\$11 per fixture	\$0
	14-26 Watt, Hard wired, Fixture and Bulb				\$13 per fixture	\$0
	26-40 Watt, Hard wired, Fixture and Bulb				\$18 per fixture	\$0

PIN SOCKET CFL - DIMMABLE AND NON-DIMMABLE		Model #	Manufacturer	Quantity	Unit Participant Incentive	Total Participant Incentive
<b>4-Pin pin-socket lamps:</b> lamps shall have a maximum length of 10 inches and have the following efficacy:  • Up to 14 Watts – minimum initial efficacy of 45 lumens per Watt  • 15 to 40 Watts – minimum initial efficacy of 60 lumens per Watt	Up to 14 Watt, Hard wired, Fixture and Bulb				\$11 per fixture	\$0
	14-26 Watt, Hard wired, Fixture and Bulb				\$14 per fixture	\$0
	26-40 Watt, Hard wired, Fixture and Bulb				\$18 per fixture	\$0

DIMMABLE SELF BALLASTED CFL - ALL STYLES		Model #	Manufacturer	Quantity	Unit Participant Incentive	Total Participant Incentive
Dimmable CFLs for the replacement of incandescent bulbs.	Up to 16 Watt dimmable CFL				\$6 per lamp	\$0
	17 - 20 Watt dimmable CFL					\$0
	21 - 29 Watt dimmable CFL					\$0

**Note:** ENERGY STAR® qualified CFL products are available in a number of formats and styles. ENERGY STAR® certified CFL products must meet the minimum ENERGY STAR® specifications for energy performance and other criteria. For more information please visit <http://oee.nrcan.gc.ca/energy/star/english/consumers/light.cfm?text=N&printview=N#cfl>

All CFL products must be legal for sale in Ontario and must meet all applicable code and safety requirements (CSA, C-UL, etc.)

REDUCED WATTAGE T-8 FIXTURES		Model # Lamp/Ballast	Manufacturer Lamp/Ballast	Quantity	Unit Participant Incentive	Total Participant Incentive
(Reduced Wattage T8 Lamps and electronic ballasts must comply with Consortium for Energy Efficiency qualifying list <sup>(1)</sup> )						
New fixtures with Consortium for Energy Efficiency listed Reduced Wattage T8 lamps and electronic ballasts. Not more than four lamps per fixture. Lamps and electronic ballast must comply with Consortium for Energy Efficiency qualifying list <sup>1</sup> .	Single-lamp reduced wattage T8 fixtures				\$1 per fixture	\$0
	Two-lamp reduced wattage T-8 fixtures				\$2 per fixture	\$0
	Three-lamp reduced wattage T-8 fixtures				\$2 per fixture	\$0
	Four-lamp reduced wattage T-8 fixtures				\$3 per fixture	\$0



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## Lighting Eligible Measures Worksheet

### FLUORESCENT MEASURES

HIGH PERFORMANCE T-8 FIXTURES		Model # Lamp/Ballast	Manufacturer Lamp/Ballast	Quantity	Unit Participant Incentive	Total Participant Incentive
(High Performance T8 Lamps and electronic ballasts must comply with Consortium for Energy Efficiency qualifying list(1))						
New fixtures with Consortium for Energy Efficiency listed High Performance T8 lamps and electronic ballasts. Not more than four lamps per fixture. Lamps and electronic ballast must comply with Consortium for Energy Efficiency qualifying list <sup>1</sup> .	Single-lamp High Performance T-8 fixtures				\$1 per fixture	\$0
	Two-lamp High Performance T-8 fixtures				\$2 per fixture	\$0
	Three-lamp High Performance T-8 fixtures				\$2 per fixture	\$0
	Four-lamp High Performance T-8 fixtures				\$3 per fixture	\$0

HIGH PERFORMANCE MEDIUM BAY T-8 FIXTURES		Model # Lamp/Ballast	Manufacturer Lamp/Ballast	Quantity	Unit Participant Incentive	Total Participant Incentive
(High Performance Medium Bay T8 lamps and ballasts must be on the CEE High Performance List)						
New fixtures with Consortium for Energy Efficiency listed high performance T8 lamps and electronic ballasts for use in medium bay applications. Medium bay applications are those where the bottom of the luminaire is between 16 to 25 feet above the floor. Not more than eight lamps per fixture. Lamps and electronic ballasts must comply with the Consortium for Energy Efficiency High Performance qualifying list.	Four-lamp High Performance T-8 fixtures				\$23 per fixture	\$0
	Six-lamp High Performance T-8 fixtures				\$28 per fixture	\$0
	Eight-lamp High Performance T-8 fixtures				\$37 per fixture	\$0

T-5 FIXTURES		Model # Lamp/Ballast and Number of Lamps	Manufacturer Lamp/Ballast	Quantity	Unit Participant Incentive	Total Participant Incentive
New fixtures with standard T5 ballast and lamps or high output (HO) ballast and lamps. Specify the number of lamps in the Model # cell. Lamp wattage cannot exceed 55 Watts for HO T5 lamps and 28 Watts for T5 lamps.	T5 fixture with 1 Lamp and 1 Electronic Ballast				\$2 per fixture	\$0
	T5 fixture with 2 Lamps and 1 Electronic Ballast				\$2 per fixture	\$0
	T5 fixture with 3 Lamps and 1 Electronic Ballast				\$3 per fixture	\$0

T-5 MEDIUM AND HIGH BAY FIXTURES		Model # Lamp/Ballast	Manufacturer Lamp/Ballast	Quantity	Unit Participant Incentive	Total Participant Incentive
New Fixtures with standard T5 ballast and lamps or high output ballast and lamps.	4 lamp T-5 fixtures				\$21 per fixture	\$0
	6 lamp T-5 fixtures				\$13 per fixture	\$0
	8 lamp T-5 fixtures				\$27 per fixture	\$0
Medium bay applications are those where the bottom of the luminaire is 16 to 25 feet above the floor.	10 lamp T-5 fixtures				\$34 per fixture	\$0
	12 lamp T-5 fixtures				\$34 per fixture	\$0
High bay applications are those where the bottom of the luminaire is greater than 25 feet above the floor.						

### HIGH INTENSITY DISCHARGE (HID) MEASURES

SELF-BALLASTED CERAMIC METAL HALIDE		Model #	Manufacturer	Quantity	Unit Participant Incentive	Total Participant Incentive
Eligible units shall be a self-ballasted PAR Ceramic Metal Halide lamp for direct replacement of a 50 to 120 Watt Halogen Lamp	≤ 30 Watt PAR Ceramic Metal Halide				\$ 19 per lamp	\$0



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## Lighting Eligible Measures Worksheet

### INFRARED COATED HALOGEN MEASURES

INFRARED COATED HALOGEN LAMPS		Model #	Manufacturer	Quantity	Unit Participant Incentive	Total Participant Incentive
<b>Infra-red (IR) Coated Halogen Lamps:</b> Eligible lamps shall be an MR16 or PAR lamp and must replace a standard halogen or incandescent lamp.	IR Coated MR16 lamp, All sizes <26 Watt				\$3 per lamp	\$0
	IR Coated MR16 lamp, All sizes 26 - 35 Watt				\$3 per lamp	\$0
	IR Coated PAR lamp, All sizes <48 Watt				\$5 per lamp	\$0
	IR Coated PAR lamp, All sizes 49-60 Watt				\$4 per lamp	\$0

### LIGHTING CONTROLS MEASURES

OCCUPANCY SENSORS		Model #	Manufacturer	Quantity	Unit Participant Incentive	Total Participant Incentive
<p>Principle of operation shall be passive infra-red, ultra sonic or a combination only. Commercial grade sensors only. Minimum controlled load 300 Watt on average per sensor assumed for continuous wattage. Prorating of incentive rates is permitted for controlled loads of less than 300 Watt per sensor.</p> <p>For occupancy sensors that only partially turn off lighting systems, the controlled load shall be considered the amount of load that the occupancy sensor is able to shut off, not the total installed lighting load.</p> <p>Installation shall be according to manufacturer's specifications and recommended layout. Sensors will have an OFF-AUTOMATIC selector switch with no ON setting conveniently located on the faceplate.</p>	Switch plate mounted occupancy sensor.				\$ 23 per unit/max	\$0
	Ceiling mounted (or fixture mounted for high bay applications) occupancy sensor					\$0

**Note:** The Eligible Measures Lists and Eligible Measures Worksheets are based on assumptions and are subject to change and the incentive amounts do not include HST or other applicable taxes.

[1] Qualifying list for High Performance T8 Lamps and Ballasts is available at <http://www.cse1.org/com/com-3/com-3-main.php3>

**TOTAL PARTICIPANT INCENTIVE REQUESTED:**

Name of Applicant: \_\_\_\_\_

Name of Company: \_\_\_\_\_

Building Address: \_\_\_\_\_



## Exhibit C - Motors Eligible Measures List

Motors must operate a minimum of 2,000 hours per year to be eligible for Participant Incentives. Only 3-phase motors meeting or exceeding the weighted average Efficiency Levels of NEMA Premium Standard as listed in CEE Motors List (April 2010) below are eligible for Participant Incentives.

### INSTRUCTIONS:

In order to calculate the Participant Incentive amount, enter the number of motors to be installed in the 'Quantity' row. Based on the type (ODP/TEFC), size (HP), speed (RPM), and efficiency of the motor, determine the Participant Incentive per motor and enter this amount in the 'Participant Incentive (\$/Motor)' row. The 'Total Participant Incentive' row will automatically populate based on this information. The 'Required Information' must also be completed for each unit. The sum of the 'Total Participant Incentive' amounts will be automatically populated in the 'TOTAL PARTICIPANT INCENTIVE REQUESTED' field at the bottom of the worksheet. For more than five motor types, please use an additional copy of this worksheet.

For your Application to be approved, you must submit specification sheets or detailed manufacturers' data and /or mechanical and electrical schedules and drawings for each proposed Measure demonstrating that the Measure meets the requirements to be an Eligible Measure including compliance efficiency testing and the applicable NEMA rated efficiency. Following project completion, invoices showing proof of payment and other required documentation must be submitted in order to receive your Participant Incentive payment.

OPEN DRIP-PROOF (ODP) MOTORS				
Motor Size (HP)	Speed (RPM)			Participant Incentive (\$/Motor)
	1200	1800	3600	
	Super Premium Nominal Efficiency			
1	N/A	N/A	84.00%	\$5
1.5	87.50%	N/A	86.00%	\$10
2	88.50%	N/A	86.50%	\$7
3	90.00%	90.20%	87.50%	\$8
5	90.30%	N/A	89.70%	\$13
7.5	91.70%	N/A	90.00%	\$31
10	92.40%	N/A	90.50%	\$30
15	92.40%	N/A	91.40%	\$36
20	93.00%	93.60%	92.30%	\$23
25	93.60%	94.10%	93.00%	\$16
30	94.10%	N/A	93.70%	\$53
40	94.50%	94.50%	93.80%	\$29
50	94.50%	95.00%	93.90%	\$44
60	95.00%	95.50%	94.20%	\$50
75	95.30%	95.40%	94.30%	\$61
100	95.40%	N/A	94.80%	\$120
125	95.60%	95.80%	95.00%	\$75
150	95.80%	96.20%	95.30%	\$94
200	95.90%	96.20%	95.70%	\$163

TOTALLY ENCLOSED FAN-COOLED (TEFC) MOTORS				
Motor Size (HP)	Speed (RPM)			Participant Incentive (\$/Motor)
	1200	1800	3600	
	Super Premium Nominal Efficiency			
1	84.00%	86.50%	86.30%	\$3
1.5	N/A	87.80%	86.60%	\$21
2	N/A	87.50%	86.90%	\$12
3	90.20%	90.20%	88.90%	\$7
5	90.30%	90.20%	90.00%	\$8
7.5	91.90%	92.40%	91.10%	\$14
10	92.20%	92.40%	91.40%	\$17
15	93.20%	93.00%	92.00%	\$26
20	92.50%	93.60%	93.10%	\$31
25	N/A	N/A	92.70%	\$146
30	93.60%	94.10%	92.80%	\$36
40	94.50%	94.60%	93.70%	\$47
50	94.50%	95.00%	94.20%	\$55
60	95.00%	N/A	94.50%	\$162
75	95.00%	N/A	95.10%	\$183
100	95.40%	95.80%	95.20%	\$98
125	95.50%	95.80%	95.40%	\$83
150	96.20%	96.20%	95.80%	\$122
200	N/A	96.50%	95.90%	\$162

Required Information	Example	#1	#2	#3	#4	#5
Reason: "N"=New or "F"=Failed	N					
Location: Building and Room	North Pump					
Function: Fan, Pump, Process, Other	Pump					
Manufacturer	ABC					
Model Number	GH553					
"ODP" or "TEFC"	TEFC					
Size in Horsepower	30					
Speed in RPM	1800					
NEMA Super Premium Nominal Efficiency	94.20%					
Annual Run Hours (actual)	5000					





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## Exhibit C - Multi-Residential In-Suite Appliance Eligible Measures Worksheet

### INSTRUCTIONS:

In order to calculate the Participant Incentive amount, enter the number of units to be installed in the 'Quantity' column and the 'Total Participant Incentive' column will automatically populate based on this information. The manufacturer and model numbers must also be clearly indicated for each measure in the 'Model #' and 'Manufacturer' columns. The sum of the 'Total Participant Incentive' amounts will be displayed in the 'TOTAL PARTICIPANT INCENTIVE REQUESTED' field at the bottom of the worksheet.

For your Application to be approved, you must submit specification sheets or detailed manufacturers' data and /or mechanical and electrical schedules and drawings for each proposed Measure demonstrating that the Measure meets the requirements to be an Eligible Measure. Following project completion, invoices showing proof of payment and other required documentation must be submitted in order to receive your Participant Incentive payment.

### ENERGY STAR® Clothes Washer

Measure Description		Assumed Base Case	Model #	Manufacturer	Quantity	Unit Participant Incentive	Total Participant Incentive
Eligible units shall be an ENERGY STAR® qualified clothes washer and use electric water heating.	An ENERGY STAR® qualified clothes washer installed instead of a standard clothes washer.	Standard clothes washer				\$60 per washer	\$0

### ENERGY STAR® Dishwasher

Measure Description		Assumed Base Case	Model #	Manufacturer	Quantity	Unit Participant Incentive	Total Participant Incentive
Eligible units shall be an ENERGY STAR® qualified dishwasher and use electric water heating	An ENERGY STAR® qualified dishwasher installed instead of a standard dishwasher.	Standard dishwasher				\$15 per dishwasher	\$0

### ENERGY STAR® Refrigerator

Measure Description		Assumed Base Case	Model #	Manufacturer	Quantity	Unit Participant Incentive	Total Participant Incentive
Eligible units shall be an ENERGY STAR® qualified refrigerator.	An ENERGY STAR® qualified refrigerator installed instead of a standard refrigerator	Standard refrigerator				\$60 per refrigerator	\$0

### ENERGY STAR® Ceiling Fan

Measure Description		Assumed Base Case	Model #	Manufacturer	Quantity	Unit Participant Incentive	Total Participant Incentive
Eligible units shall be an ENERGY STAR® qualified ceiling fan.	An ENERGY STAR® ceiling fan. Assumed installed lighting of three 20 Watt CFLs.	A standard ceiling fan or no ceiling fan. Assumed installed lighting of three 60 Watt incandescent bulbs.				\$25 per ceiling fan	\$0

### In-Suite Temperature Controls

Measure Description		Assumed Base Case	Model #	Manufacturer	Quantity	Unit Participant Incentive	Total Participant Incentive
In-Suite Temperature Controls. In-suite measures that allow for the reduction of space heating and/or space cooling energy use during unoccupied periods. Eligible measures include programmable thermostats and/or occupancy sensors linked to thermostats. A programmable thermostat must allow for programming both unoccupied/occupied setpoints and occupied/unoccupied time periods. Occupancy sensors must allow for the thermostat to switch between an occupied and unoccupied setpoints.	In-suite temperature controls for electric space heating	No In-Suite Temperature Controls				\$12 per thermostat and/or occupancy sensor	\$0
	In-suite temperature controls for electric space cooling					\$25 per thermostat and/or occupancy sensor	\$0
	In-suite temperature controls for electric space heating and cooling					\$25 per thermostat and/or occupancy sensor	\$0

Note: The Eligible Measures Worksheets are based on assumptions and are subject to change and the incentive amounts do not include HST or other applicable taxes.

<b>TOTAL PARTICIPANT INCENTIVE REQUESTED:</b>	<b>\$0</b>
-----------------------------------------------	------------

Name of Applicant: \_\_\_\_\_

Name of Company: \_\_\_\_\_

Building Address: \_\_\_\_\_

\_\_\_\_\_



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## Exhibit C - Unitary AC Eligible Measures Worksheet

Only unitary air conditioners (AC) of the size and meeting or exceeding the ENERGY STAR® / CEE efficiencies indicated below are eligible for Participant Incentives. Units must operate a minimum of 1,000 hours per year to be eligible for Participant Incentives.

### INSTRUCTIONS:

In order to calculate the Participant Incentive amount, enter the number of units to be installed in the 'Quantity' row and the size of each unit in the 'Size in Tons' row. Based on the size of the equipment (tons), heating type (electric resistance/all other) and efficiency rating determine the incentive per ton and enter this amount in the 'Participant Incentive (\$/ton)' row. The 'Total Participant Incentive' row will automatically populate based on this information. The 'Required Information' must also be completed for each unit. The sum of the 'Total Participant Incentive' amounts will be automatically populated in the 'TOTAL PARTICIPANT INCENTIVE REQUESTED' field at the bottom of the worksheet. For more than six types of unitary ACs, please use an additional copy of this worksheet.

For your Application to be approved, you must submit specification sheets or detailed manufacturers' data and /or mechanical and electrical schedules and drawings for each proposed Measure demonstrating that the Measure meets the requirements to be an Eligible Measure. Following project completion, invoices showing proof of payment and other required documentation must be submitted in order to receive your Participant Incentive payment.

### AIR COOLED UNITARY AC EQUIPMENT

Unitary Equipment			ENERGY STAR® or CEE Tier 1 Efficiency Rating <sup>(1)</sup>	Participant Incentive (\$/ton)	CEE Tier 2 Efficiency Rating	Participant Incentive (\$/ton)
Tons	BTU per hour	Heating Type				
Split ≤ 5.4	< 65,000	Electric Resistance	14.0 SEER; 12.2 EER	\$23	15.0 SEER; 12.7 EER	\$33
		All Other	14.0 SEER; 12.0 EER	\$19	15.0 SEER; 12.5 EER	\$29
Single Package ≤ 5.4	< 65,000	Electric Resistance	14.0 SEER; 11.8 EER	\$15	15.0 SEER; 12.2 EER	\$23
		All Other	14.0 SEER; 11.6 EER	\$11	15.0 SEER; 12.0 EER	\$19
Split system and single package > 5.4 to 11.25	≥ 65,000 to 135,000	Electric Resistance	11.7 EER; 11.8 IEER	\$35	12.2 EER	\$45
		All Other	11.5 EER; 11.6 IEER	\$30	12.0 EER; 12.4 IPLV	\$41
Split system and single package > 11.25 to 20	>135,000 to 240,000	Electric Resistance	11.7 EER; 11.8 IEER	\$53	12.2 EER	\$63
		All Other	11.5 EER; 11.6 IEER	\$48	12.0 EER; 12.4 IPLV	\$59
Split system and single package >20 to 63.3	>240,000 to 760,000	Electric Resistance	10.7 EER	\$35	11.0 EER	\$43
		All Other	10.5 EER; 10.9 IPLV	\$30	10.8 EER; 12.0 IPLV	\$38
Split system and single package >63	>760,000	Electric Resistance	9.9 EER	\$23	10.4 EER	\$38
		All Other	9.7 EER; 11.0 IPLV	\$17	10.2 EER; 11.0 IPLV	\$32

Required Information	Example	#1	#2	#3	#4	#5	#6
Reason: "N"-New or "F"-Failed	F						
Manufacturer	ABC						
Model Number	EE-9876						
Split or Single Package (SP)	SP						
Heating Type (Electric Resistance or Other)	Other						
EER	11.5						
Annual Run Hours	1500						
Quantity	1						
Size in Tons	15						
ENERGY STAR® / CEE Tier 1 or CEE Tier 2	ENERGY STAR®						
Participant Incentive (\$/ton)	\$48						
<b>Total Participant Incentive</b>	<b>\$720</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>

**Note:** The Eligible Measures Lists and Eligible Measures Worksheets are based on assumptions and are subject to change and the incentive amounts do not include HST or other applicable taxes.

<sup>(1)</sup> CEE Tier 1 Efficiency Ratings are used in place of ENERGY STAR® Ratings for Single Package Systems <65,000 Btu/h and all Unitary Equipment >240,000 Btu/h. Please visit [cee1.org](http://cee1.org) for more information.

**TOTAL PARTICIPANT INCENTIVE REQUESTED: \$0**

Name of Applicant: \_\_\_\_\_

Name of Company: \_\_\_\_\_

Building Address: \_\_\_\_\_

\_\_\_\_\_



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## HIGH PERFORMANCE NEW CONSTRUCTION

### Exhibit D - Custom Project Worksheet

#### INSTRUCTIONS:

Please complete all required fields below. In order to calculate the Custom Incentive amount, all cells highlighted in yellow must be completed. The Custom Incentive Calculations in section 7 will automatically populate based on this information.

For your Application to be approved, you must submit specification sheets or detailed manufacturers' data and/or mechanical and electrical schedules and drawings demonstrating that the Measure(s) meets the requirements to be (an) Eligible Measure(s) along with bona fide and reasonable supporting evidence, including at least one of: third party quotes, advertisements, price lists, or catalogues; supporting the Eligible Costs for the Base Case and the Energy Efficient Case. In addition to any other required documentation, the following documents must also be submitted with your Application:

- Working EE4, DOE 2, eQuest, CAN-QUEST file
- Simulation Summary Report
- Energy & Demand Savings Summary
- Mechanical zoning diagram
- Supporting set of architectural, mechanical and electrical specifications and drawings

#### 1. Approved Modelling Software (required)

Please identify which Approved Modelling Software was used to generate the computer simulation model for the proposed Custom Project:

☐ EE4      ☐ DOE 2      ☐ EQuest      ☐ CAN-QUEST

#### 2. Modelling Incentive

Would you like to apply for a Modelling Incentive for this Custom Project?

\*Select Here: \_\_\_\_\_

If yes, please complete the information below for the modelling firm assisting in the creation of the computer simulation model. In order to approve the Modelling Incentive claim, supporting documentation must be submitted to your local electric utility. Mandatory fields are marked with an asterisk (\*).

\*Title (Mr., Mrs., Miss. etc.) \_\_\_\_\_ \*First Name: \_\_\_\_\_ \*Last Name: \_\_\_\_\_

\*Phone Number: \_\_\_\_\_ Alternative Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

\*Address Line 1: \_\_\_\_\_ Address Line 2 (optional): \_\_\_\_\_

\*Street Type: \_\_\_\_\_ Street Direction: \_\_\_\_\_

\*City: \_\_\_\_\_ \*Province: \_\_\_\_\_ \*Postal Code: \_\_\_\_\_

Company Name: \_\_\_\_\_ Company Website: \_\_\_\_\_

#### Modelling Incentive

A Modelling Incentive of up to \$10,000 or 100% of simulation costs, which ever is less, is available for Custom Projects. The total for Modelling Incentive payment cannot exceed the estimated Custom Incentives for your Project. If the final Custom Incentive varies from the estimated Custom Incentive upon which the Modelling Incentive was calculated, the final Custom Incentive payment to the Applicant will be adjusted accordingly. The Modelling Incentive is payable at the time of Application approval upon submission of supporting documentation for modelling costs.



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### 3. Design Decision-Maker Incentive (required)

a. Would you like to apply for the Design Decision-Maker Incentive for this Custom Project?

☐ Yes

☐ No

b. If the response to question 3a is "Yes", is the Design Decision-Maker the same as for the Modelling Incentive?

☐ Yes

☐ No

c. If the response to question 3b is "No", please complete the information below for the recipient of the Design Decision-Maker Incentive. Mandatory fields are marked with an asterisk (\*).

\*Title (Mr., Mrs., Miss. etc.) \_\_\_\_\_ \*First Name: \_\_\_\_\_ \*Last Name: \_\_\_\_\_

\*Phone Number: \_\_\_\_\_ Alternative Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

\*Address Line 1: \_\_\_\_\_ Address Line 2 (optional): \_\_\_\_\_

\*Street Type: \_\_\_\_\_ Street Direction: \_\_\_\_\_

\*City: \_\_\_\_\_ \*Province: \_\_\_\_\_ \*Postal Code: \_\_\_\_\_

Company Name: \_\_\_\_\_ Company Website: \_\_\_\_\_

#### DESIGN DECISION-MAKER INCENTIVE

Incentives for Design Decision-Makers are available to the individual (or organization) who has influenced the energy efficient design and implementation of your new or renovated building for custom projects only. Eligibility for the Design Decision-Maker Incentive is at the option of the Applicant, and will be calculated as follows:

**Tier 1 0 - 25% Above Base Case Energy Savings**

There is no Design Decision-Maker Incentive for Tier 1

**Tier 2 25.5% - 50% Above Base Case Energy Savings**

\$50/kW of Demand Savings or \$0.00625/kWh of Energy Savings

**Tier 3 More than 50% Above Base Case Energy Savings**

\$100/kW of Demand Savings or \$0.0125/kWh of Energy Savings

### 4. Project Description (required)

Please provide a brief description of the equipment, Measures and/or processes proposed to be implemented which differ between the Base Case and Energy Efficient Case for the Eligible Project. For example, energy efficient lights, chiller, insulation.

Project Description



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### 5. Eligible Costs (required)

The costs listed below may be "Eligible Costs", provided that they are reasonable and incurred directly in connection with the Eligible Project. The costs must be actually incurred and payable, in the case of the Energy Efficient Case, or supported by third party estimates or price lists for the Base Case. Please specify the Eligible Incremental Project costs listed below.

The Incremental Project Cost is calculated as the Eligible Costs of equipment that would have been installed in the Base Case less the Eligible Costs of Eligible Measures installed under the Energy Efficient Case.

Estimated or actual <b>incremental</b> costs of equipment purchased from a third party;	\$0.00
Estimated or actual <b>incremental</b> costs of labour for the installation of the equipment by a suppliers;	\$0.00
Estimated or actual <b>incremental</b> costs of energy assessments not funded by the OPA;	\$0.00
Estimated or actual <b>incremental</b> costs of design, engineering and/or architecture fees that are not compensated with a Modelling Incentive;	\$0.00
Estimated or actual <b>incremental</b> project management costs provided by third parties;	\$0.00
Estimated or actual <b>incremental</b> shipping, delivery, duties and other costs applicable to the delivery of equipment;	\$0.00
Estimated or actual <b>incremental</b> costs to assist the LDC in obtaining the information and supporting documentation to prepare the New Construction/Major Renovation Final Evaluation and Incentive Report;	\$0.00
<b>TOTAL Incremental Project Cost:</b>	<b>\$0.00</b>

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

- (i) any costs that are not third party costs or that are internal costs of the Participant, including costs of the Participant's labour, service, administration or overhead;
- (ii) financing costs of the Participant;
- (iii) related insurance costs of the Participant;
- (iv) costs associated with post-installation maintenance or service contracts;
- (v) costs of spare parts, spare equipment or other inventories;
- (vi) purchase or lease of tools for installation of equipment;
- (vii) HST; and
- (viii) a portion of the costs of Eligible Measures that have been or will be received from financial incentives generally funded by energy ratepayers or tax payers in the Province of Ontario or rebates from manufacturers or wholesalers or other supply chain participants.

### 6. Building Energy Assumptions (required)

Please complete this section by populating the specified cells highlighted in yellow with the Base Case and Energy Efficient Case Annual Energy Consumption from the output of the **Demand and Energy Summary Report** and the Base Case and Energy Efficient Case Annual Natural Gas Consumption from the output of the **Approved Modelling Software**.

*Note: the annual natural gas consumption (expressed in cubic metres) multiplied by 10.5 (so as multiplied, expressed in equivalent kWh (ekWh))*

Annual Natural Gas Consumption	m <sup>3</sup>	ekWh
Base Case		0.0
Energy Efficient Case		0.0
Natural gas savings	0.0	0.0

Annual Energy Consumption	kWh
Base Case	
Energy Efficient Case	
Energy Savings	0.0

Energy Demand	kW
Demand Savings	



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## HIGH PERFORMANCE NEW CONSTRUCTION

### 7. Custom Incentive Calculations

To view the estimated Participant Incentive for your Project, please ensure the above fields have been completed.

1. Base Case Consumption <sup>1</sup> :	<input type="text"/>
2. Energy Efficient Case Consumption <sup>2</sup> :	<input type="text" value="0"/>
3. Above Base Case Energy Savings (%) <sup>3</sup> :	<input type="text"/>
4. Above Base Case Energy Savings Tier:	<input type="text"/>
5. Calculated kW Custom Incentive based on estimated Demand Savings:	<input type="text"/>
6. Calculated kWh Custom Incentive based on estimated Energy Savings:	<input type="text"/>
7. Estimated Custom Incentive Amount (greater of #5 or #6):	<input type="text"/>
8. 50% of Incremental Project Cost:	<input type="text" value="\$0.00"/>
9. Adjusted Estimated Incentive (lesser of #7 or #8):	<input type="text" value="\$ -"/>
10. Design Decision-Maker Incentive (if applicable)	<input type="text"/>
a. Calculated kW Incentive	<input type="text"/>
b. Calculated kWh Incentive	<input type="text"/>

Note:

<sup>1</sup> Where Base Case Consumption = (Base Case Natural Gas Consumption) + (Base Case Annual Electricity Consumption)

<sup>2</sup> Where Energy Efficient Case Consumption = (Energy Efficient Case Natural Gas Consumption) + (Energy Efficient Case Annual Electricity Consumption)

<sup>3</sup> Where Above Base Case Energy Savings\* = ( Base Case Consumption - Energy Efficient Case Consumption ) / Base Case Consumption

\*Note: Above Base Case Energy Savings must be rounded down to the nearest 0.5%

#### CUSTOM PROJECT INCENTIVE LEVELS:

Tier 1	0 to 25% Above Base Case Energy Savings	\$250/kW of Demand Savings or \$0.03125/kWh of Energy Savings
Tier 2	25.5% to 50% Above Base Case Energy Savings	\$300/ kW of Demand Savings or \$0.0375/kWh of Energy Savings
Tier 3	More than 50% Above Base Case Energy Savings	\$400/ kW of Demand Savings or \$0.05/kWh of Energy Savings

Name of Applicant: \_\_\_\_\_

Company Name: \_\_\_\_\_

Building Address: \_\_\_\_\_

\_\_\_\_\_



## Exhibit E - MNECB Mandatory Requirement Checklist

This form records whether all mandatory requirements of the Model National Energy Code for Buildings (MNECB) have been "met" or "not met" according to the information the simulator has received from the project's professional architect(s) and engineer(s). It is understood that design professionals are responsible for **ensuring** the MNECB conformity itself. Simulators are responsible only for **noting** the conformity on this form. This form must be completed by the simulator and attached to the Compliance Report in the CBIP submission.

Simulators are recommended to request and retain in their files, written records (typically emails or copies of checklist pages with professional's sign off etc.) that indicate the appropriate professional has verified that the requirement is "MET".

The language of this checklist paraphrases the MNECB text for brevity. Please read the full text of the MNECB clauses in question. In the case of conflict between this document, Supplementary Standard SB-10, or MNECB 1997, the full text of the applicable document governs.

If a mandatory is "NOT MET", provide the reason why in the note section. Where an exemption has been granted by NRCan check "NOT MET" and indicates in the note section where in the submission the exemption documentation can be found. If a mandatory is not applicable, check "NOT MET" and provide the reason why in the note section.

### SCOPE

#### Applicability of MNECB

	Met	Not Met
Building Type is not exempted under Clause 1.1.2.1.(1)-(5)		
Building type and spaces definition conforms with defined terms. <b>(Clause 1.1.3.2 and commentary in E-1.1.3.2.-1)</b>		

Notes :

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### Part 3: BUILDING ENVELOPE (taken entirely from SB-10)

#### 5.4.1 Insulation

	Met	Not Met
Where no insulation is required in 5.5 or 5.6, it shall comply with the requirements found in 5.8.1.1 to 5.8.1.9.		

#### 5.4.2 Fenestration and Doors

	Met	Not Met
Procedures for determining fenestration and door performance are described in 5.8.2. Product samples used for determining fenestration performance shall be production line units or representative of units purchased by the consumer or contractor.		

#### 5.4.3 Air Leakage

	Met	Not Met
<b>5.4.3.1 Building Envelope Sealing</b> The following areas of the building envelope shall be sealed, caulked, gasketed, or weather-stripped to minimize air leakage:		
(a) joints around fenestration and door frames,		
(b) junctions between walls and foundations, between walls at building corners, between walls and structural floors or roofs, and between walls and roof or wall panels,		
(c) openings at penetrations of utility services through roof, walls, and floors,		
(d) site-built fenestration and doors,		
(e) building assemblies used as ducts or plenums		
(f) joints, seams, and penetrations of vapour retarders		
(g) all other openings in the building envelope		

	Met	Not Met
<b>5.4.3.2 Fenestration and Doors</b> Except as provided in 5.4.3.2.4, where components of the air barrier system are covered in the scope of the standards listed below, the components shall conform to the requirements of the respective standards: (5.4.3.2.1)		
(a) CAN/CGSB-63.14-M, "Plastic Skylights",		
(b) CAN/CGSB-82.1-M, "Sliding Doors",		
(c) CAN/CGSB-82.5-M, "Insulated Steel Doors",		
(d) CAN/CSA-A440-M, "Windows".		
Skylights not covered in the scope of CAN/CGSB-63.14-M, "Plastic Skylights" shall conform, to the performance requirements of that standard. (5.4.3.2.2)		





	Met	Not Met
Except as provided in 5.4.3.2.4, windows and sliding doors covered in the scope of CAN/CGSB-82.1-M, "Sliding Doors", and CAN/CSA-A440-M, "Windows" which are installed as components in an air barrier system shall conform at least to the airtightness requirements in CAN/CSA-A440.1, "User Selection Guide to CAN/CSA 440-00. Windows". (5.4.3.2.3)		
Where a wired glass assembly is installed as a component in an air barrier system in a required fire separation, the assembly need not conform to CAN/CSA-A440-M, "Windows" or CAN/CSA-A440.1, "User Selection Guide to CAN/CSA 440-00. Windows". (5.4.3.2.4)		

	Met	Not Met
<b>5.4.3.3 Loading Dock Weather seals</b> Cargo doors and loading dock doors shall be equipped with weather seals to restrict infiltration when vehicles are parked in the doorway.		

	Met	Not Met
<b>5.4.3.4 Vestibules</b> A door that separates conditioned space from the exterior shall be protected with an enclosed vestibule, with all doors opening into and out of the vestibule equipped with self-closing devices. Vestibules shall be designed so that in passing through the vestibule it is not necessary for the interior and exterior doors to open at the same time.		
Exceptions to 5.4.3.4:		
(a) Doors in buildings less than 5 storeys above grade.		
(b) Doors not intended to be used as a building entrance door, such as doors to mechanical or electrical equipment rooms.		
(c) Doors opening directly from a dwelling unit.		
(d) Doors that open directly from a space less than 279 m <sup>2</sup> (3000 ft <sup>2</sup> ) in area.		
(e) Doors in building entrances with revolving doors.		
(f) Doors used primarily to facilitate vehicular movement or material handling and adjacent personnel doors.		
(g) Doors intended to be used as a service or emergency exit door only.		



## Part 4: LIGHTING (Modified by SB-10)

### 4.2.1. Exterior Lighting Power

#### 4.2.1.2. Entrance and Exit Lighting (Taken entirely from SB-10)

	Met	Not Met
Table 4.2.1.2. of MNECB is replaced with the following:		

**Table 4.2.1.2. Lighting Power Densities for Building Exteriors**

Area Description	Allowance
Uncovered Parking Lots and Drives	1.6 W/m <sup>2</sup> (0.15 W/ ft <sup>2</sup> )
Walkways less than 3 m (10 ft) wide	3.3 W/linear m (1.0 W/linear ft)
Walkways 3m (10 ft) or greater, plaza areas, special feature areas	2.2 W/m <sup>2</sup> (0.2 W/ ft <sup>2</sup> )
Stairways	10.8 W/m <sup>2</sup> (1.0 W/ ft <sup>2</sup> )
Building Main entries	98 W/linear m (30 W/linear ft) of door width
Other doors	66 W/linear m (20 W/linear ft) of door width
Canopies (free standing and attached and overhangs)	13.5 W/m <sup>2</sup> (1.25 W/ ft <sup>2</sup> )
Outdoor Sales Open areas (including vehicle sales lots)	5.4 W/m <sup>2</sup> (0.5 W/ ft <sup>2</sup> )
Street frontage for vehicle sales lots in addition to "open area" allowance	66 W/linear m (20 W/linear ft)
Building Facades	2.2 W/m <sup>2</sup> (0.2 W/ ft <sup>2</sup> ) for each illuminated wall or surface or 16.4 W/m <sup>2</sup> (5.0 W/ ft <sup>2</sup> ) for each illuminated wall or surface length
Automated teller machines and night depositories	270 W per location plus 90 W additional per ATM location
Entrances and gatehouse inspection stations at guarded facilities	13.5 W/m <sup>2</sup> (1.25 W/ ft <sup>2</sup> ) of uncovered area
Loading areas for law enforcement and emergency service vehicles	5.4 W/m <sup>2</sup> (0.5 W/ ft <sup>2</sup> ) of uncovered area
Drive-up windows	400 W per drive-through
Parking near 24-hour retail entrances	800 W per main entry
Column 1	2

Façade lighting power must be less than 2.4 W/m<sup>2</sup> of face area (Clause 4.2.1.3-1).

### 4.2.2. Ballasts

#### 4.2.5.1. Fluorescent Light Ballasts

	Met	Not Met
Sentence 4.2.5.1.(3) is replaced with the following:		
(3) Fluorescent ballast efficacy factors shall meet the requirements of Table 9.1.5.1 in Chapter 2 of this Supplementary Standard (SB-10)		

#### Lighting Design Intent

	Met	Not Met
Lighting design documentation conforms to Clause 4.2.6.1		

#### Interior Lighting

	Met	Not Met
Exit sign power must be less than 22W (Clause 4.2.3.1).		



### Interior Lighting Controls

	Met	Not Met
Controls are required to provide lower lighting levels at night for office spaces with the following characteristics <b>(Clause 4.2.4.2-1)</b> :		
<input type="checkbox"/> Area greater than 40 m <sup>2</sup>		
<input type="checkbox"/> Enclosed wall or ceiling-height partitions.		
<input type="checkbox"/> Where connected lighting exceeds 12 W/m <sup>2</sup> .		
The required night light fixtures must meet the following <b>(Clause 4.2.4.2-3)</b> :		
<input type="checkbox"/> Not more than one fixture per 40 m <sup>2</sup> .		
<input type="checkbox"/> An average lighting level greater than 10 lx.		
<input type="checkbox"/> At least one fixture controlled separately from the remaining fixtures.		
Unless continuously lit, each space enclosed by walls or ceiling-height partitions must have controls (at least one per circuit) capable of turning off hard-wired lights in the space <b>(Clause 4.2.4.1-3)</b> .		
Controls may be centralized if <b>(Clause 4.2.4.3-2)</b> :		
<input type="checkbox"/> Controls are automatic or programmable.		
<input type="checkbox"/> For safety reasons, lights are under control of staff or building management.		
Such controls, except in dwelling units, must have identification showing the lighted areas controlled <b>(Clause 4.2.4.3)</b> .		
Task lighting (not in the ceiling) must have a switch near the work station <b>(Clause 4.2.4.3-3)</b> .		
Hotel guest rooms must be provided with a master switch at the entrance to the room for all permanently wired lighting fixtures and receptacles, except those in the bathroom <b>(Clause 4.2.4.4)</b> .		

Notes :

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**Part 5: HEATING, VENTILATING AND AIR-CONDITIONING SYSTEMS (Modified by SB-10)**

<b>Equipment</b>	Met	Not Met
HVAC systems must be sized to meet the needs of conditioned spaces <b>(Clause 5.2.1.1-1)</b> .		
Equipment installed outdoors or in unconditioned spaces must be designed by the manufacturer for such installation <b>(Clause 5.2.1.1-1)</b> .		
HVAC equipment and components included in the scope of MNECB Table 5.2.13.1 must comply with the relevant local appliance/equipment energy efficiency act or the relevant standard listed <b>(Clause 5.2.13.1-1)</b> .		
Field-assembled equipment and components from more than one manufacturer must be designed with good engineering practice and provide the overall efficiency called for in <b>Clause 5.2.13.1</b> .		

<b>Temperature Controls</b>	Met	Not Met
Each system intended to provide comfort heating/cooling must have at least one automatic space temperature control device <b>(Clause 5.2.10.1)</b> .		
Thermostatic controls for comfort are to have the following characteristics <b>(Clause 5.2.10.3)</b> :		
<input type="checkbox"/> Heating controls must be capable of adjusting the temperature of the space they serve down to at least 13°C.		
<input type="checkbox"/> Cooling controls must be capable of adjusting the temperature of the space up to at least 29°C.		
The sensors of wall-mounted thermostats must be installed in accordance with the manufacturer's instructions and are to be located as per <b>Clause 5.2.10.4</b> .		
Electric baseboard heaters must be controlled by remotely mounted thermostats <b>(Clause 5.2.7.1)</b> .		
Heat pumps having supplementary heaters must be controlled to prevent supplementary heater operation when the heating load can be met by the heat pump alone, except during defrost cycles <b>(Clause 5.2.10.5)</b> .		
If separate space-heating and -cooling controls are used, simultaneous provision of heating and cooling must be prevented <b>(Clause 5.2.10.6)</b> .		
The heating/cooling of a zone must be regulated by individual thermostatic controls located in the zone unless a perimeter system is used, in which case there must be at least one space thermostatic control per orientation (provided that the orientation is at least 15m long) <b>(Clause 5.2.10.6)</b> .		



### Shut-off and Setback

	Met	Not Met
Each HVAC system with a heating or cooling capacity of 2 kW or more must have automatic equipment shut-off or temperature setback controls for periods of non-use, unless the system is intended to operate continuously. Unoccupied setback of heating set-point must not enable cooling, and unoccupied setup of cooling set-point must not enable heating ( <b>Clause 5.2.12.1</b> ).		
Heating or cooling equipment with capacities below 2 kW may be controlled by accessible, manual controls ( <b>Clause 5.2.12.1</b> ).		

### Airflow Control Areas

	Met	Not Met
Each air distribution system serving multiple temperature control zones having a combined conditioned floor area > 2500 m <sup>2</sup> must be divided into airflow control areas of not more than 2500 m <sup>2</sup> , or one storey, such that the supply of air to each area can be reduced or stopped independent of other areas. Areas requiring full flow continuously are exempt (Clause 5.2.12.2-1 to 7).		
The zones within a given area must be on the same occupancy schedule and have off-hours setback or on/off controls ( <b>Clause 5.2.12.2-1</b> ).		
Where airflow control areas are served by VAV boxes, the central system must have at least a 50% reduction in fan power for a 50% reduction in air flow ( <b>Clause 5.2.12.2-5</b> ).		

### Air Distribution Systems

	Met	Not Met
Duct systems must be designed so that they can be balanced ( <b>Clause 5.2.2.2-1</b> )		
HVAC ducts and plenums must be sealed as per the SMACNA Duct Construction Standard and MNECB Table 5.2.2.3 unless they are RIA ducts in conditioned spaces and are downstream of coils/boxes ( <b>Clause 5.2.2.4-1</b> ).		
HVAC ducts and plenums must be thermally insulated as per MNECB Table 5.2.2.5 (some exemptions apply). ( <b>Clause 5.2.2.5</b> ).		
S/A and RIA ducts located outdoors must be insulated to the level prescribed for exterior walls, and protected from mechanical damage, weathering and condensation ( <b>Clause 5.2.2.6-2</b> ).		

### Air Intake and Outlet Dampers

	Met	Not Met
Ducts or openings intended to discharge air from conditioned space to the outdoors or an unconditioned space, and outdoor air intakes must be equipped with motorized dampers. Exemptions to this requirement include combustion air intakes, kitchen exhausts, continuously operated systems, and very small ducts ( <b>Clause 5.2.3.1</b> ).		



### Humidification Systems

	Met	Not Met
Humidifiers and dehumidifiers must be provided with an automatic humidity control device. If the purpose of the humidity control is comfort, the controller must be able to prevent the use of energy to increase relative humidity above 30% or to decrease it below 60% <b>(Clause 5.2.11.1-2)</b>		

### Special Temperature and Humidity Requirements

	Met	Not Met
Spaces with special process temperature requirements, humidity requirements or both must be served by separate air distribution systems from those serving spaces requiring only comfort conditions, unless the comfort air is 10% or less of the total, or unless the total design air flow does not exceed 3000 L/s <b>(Clause 5.2.9.1-2)</b> .		

### Hydronic Systems

	Met	Not Met
All hydronic systems must be designed so they can be balanced as per Appendix E <b>(Clause 5.2.4.2-1)</b> .		
Multiple boiler systems must prevent heat loss through boilers when they are not in operation through the use of such items as vent dampers or shut-off valves interlocked with burners <b>(Clause 5.2.12.4)</b> .		
Pipes containing fluids with design operating temperatures outside the 13°C to 40°C range must be insulated as per MNECB Table 5.2.4.3. Some exemptions apply <b>(Clause 5.2.4.3-4)</b> .		
HVAC piping outside the building envelope must be insulated to the maximum requirements of Table 5.2.4.3. Insulation must be protected where it may be subjected to mechanical damage, weathering or condensation <b>(Clause 5.2.4.3-5)</b> .		
Seasonal pumping systems, such as heated and chilled water pumping systems, must have automatic controls or readily accessible and clearly labeled manual controls to shut down the pumps when they are not required <b>(Clause 5.2.12.3)</b> .		

Notes : \_\_\_\_\_  
\_\_\_\_\_

### 5.2.13. Equipment Efficiency (as modified by SB-10)

	Met	Not Met
<b>5.2.13.1 Unit and Packaged Equipment</b>		
Table 5.2.13.1 of MNECB is replaced with Tables 6.8.1.A to 6.8.1.G in Chapter 2 of the Supplementary Standard SB-10		



## Part 6: SERVICE WATER HEATING SYSTEMS (Modified by SB-10)

Storage Vessels and Heating Equipment	Met	Not Met
Service water heaters, boilers, storage tanks and pool heaters must conform to relevant appliance or equipment energy efficiency acts, or with <i>Supplementary Standard SB-10 Table 7.8 in Chapter 2</i> where such an act doesn't apply <b>(Clause 6.2.2.1-1)</b> . <i>(As modified by SB-10)</i> .		
Hot service water storage tanks located outdoors or in unconditioned spaces must be covered with insulation having a maximum U-value of $0.55 \text{ W/m}^2 \cdot ^\circ\text{C}$ <b>(Clause 6.2.2.1-3)</b> .		
Hot water storage tanks within conditioned spaces must be covered with insulation having a maximum U-value of $0.8 \text{ W/m}^2 \cdot ^\circ\text{C}$ <b>(Clause 6.2.2.1-2)</b> .		
Tank insulation located where it may be damaged must be protected. <b>(Clause 6.2.2.1-4)</b>		
Service water heating equipment, other than hot water storage tanks, must be installed in conditioned space <b>(Clause 6.2.2.2)</b> .		

Controls	Met	Not Met
Service water heating systems with storage tanks must have automatic temperature controls capable of setting temperatures between the lowest and highest acceptable temperatures for the intended use <b>(Clause 6.2.4.1)</b> .		
Except for systems in which the storage capacity is less than 100 L, each service water heating system must have a readily accessible and clearly labeled device to allow shutdown <b>(Clause 6.2.4.2)</b> .		
Electric heat trace elements installed along service water pipes must have automatic controls to maintain the hot water temperature within the required range <b>(Clause 6.2.4.3)</b> .		

Water Conservation	Met	Not Met
Individual showerheads, used for reasons other than safety, must limit the maximum water discharge to 9.5 L/min <b>(Clause 6.2.6.1-1)</b> .		
Where multiple shower heads are served by one temperature control, each showerhead must have an automatic control device that shuts off the flow of water when the shower is not in use <b>(Clause 6.2.6.1-2)</b> .		
Except in dwelling units, lavatory faucets must limit the maximum water discharge to 8.3 L/min <b>(Clause 6.2.6.2-1)</b> .		
Each lavatory in a public access washroom of an assembly occupancy building must have a device capable of automatically shutting off the flow of water when the lavatory is not in use <b>(Clause 6.2.6.2-2)</b> .		



### Piping

	Met	Not Met
All hot service water piping in circulating systems, non-circulating systems without heat traps, and non-circulating systems with electric heat-tracing elements along the pipes must be insulated in accordance with <b>MNECB Table 6.2.3.1 and Sentences 6.2.3.1 (2) to (4)</b> .		

### Systems With More Than One End-Use Design Temperature

	Met	Not Met
When less than 50% of the total design flow of a service water heating system has a design discharge temperature higher than 60°C, separate remote heaters or booster heaters are required for those portions of the system with a design temperature higher than 60°C ( <b>Clause 6.2.5.1</b> ).		

Pool heaters must be equipped with a readily accessible and clearly labeled device to start and stop the heater without adjusting the thermostat setting and, where applicable, without relighting the pilot light (**Clause 6.2.7.1-1**).

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### Swimming Pools

	Met	Not Met
Except for pumps required by public health standards to operate continuously and pumps required to operate solar or waste heat recovery pool heating systems, swimming pool heaters must have time switches or other controls that can be set to automatically turn off pumps and heaters when their operation is not required ( <b>Clause 6.2.7.1-2</b> ).		
Except for pools deriving more than 60% of their pool-heating energy from site-recovered energy or site solar energy, heated outdoor and indoor swimming pools must be equipped with pool covers. In the case of pool temperatures above 32°C, the cover must have an RSI-value of at least 2.1 ( <b>Clause 6.2.7.2-1/3</b> ).		

Notes : \_\_\_\_\_

\_\_\_\_\_





## Part 7: ELECTRICAL POWER (Modified by SB-10)

### Electrical Distribution System Monitoring

	Met	Not Met
Unless exempted, dwelling units and suites having all electrical loads supplied by a feeder to only that suite must be individually metered to billing accuracy <b>(Clause 7.2.1.1-1)</b>		
Electrical distribution systems with load carrying capacity of greater than 250 kV A must be designed to facilitate the installation of a system to monitor the electrical consumption of <b>(Clause 7.2.1.2-1/2):</b>		
<input type="checkbox"/> Tenants with connected loads greater than 100 kV A.		
<input type="checkbox"/> Services, appliances, or equipment serving storeys greater than 1000 m <sup>2</sup> and intended to be used as office space.		
<input type="checkbox"/> Electrical power feeders for hard-wired lighting, HVAC systems and equipment serving multiple tenants, service water heating, elevators, and any special equipment or systems of more than 20 kW.		

### Power Receptacles

	Met	Not Met
Where exterior power receptacles are provided, at least one must be controlled from indoors <b>(Clause 7.2.2.1-1)</b> .		
Where power receptacles are provided for indoor/outdoor parking and are supplied through a panel board serving a suite, they must be controlled by switches or timers accessible only to the tenants of the suite <b>(Clause 7.2.2.1-2)</b> .		

### Transformers

	Met	Not Met
Transformers and their power loss characteristics must comply with the relevant appliance or equipment efficiency act, or CAN/CSA-C802 if the transformer falls within the scope of that standard <b>(Clause 7.2.3.1)</b> .		

### Electrical Motors (Modified by SB-10)

	Met	Not Met
The minimum nominal efficiency for electric motors shall meet the requirements of Table 10.8 in Chapter 2 of Supplementary Standard SB-10		

Notes :

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## Exhibit E - Reference Building (RB) Modelling Information

### 1. Energy Code Selected (per OBC 2006, Sentence 12.2.1.1 (2))

MNECB  or ASHRAE 90.1-2004

### 2. Building Envelope Details (OBC 2006 Supplementary Standard SB-10)

(a) Compliance Path Selected:

Prescriptive Path (5.5)  or

If 5.5:

(b) What ACP Table was used? (5A-?)

What ILD was selected?

What Projection Factor was selected?

What Shading Coefficient was used?

What Fenestration U-value was used?

Does your RB assume perimeter daylighting? (Y/N)

Is the VLT > the SC? (Y/N)

What is the Maximum Percent Fenestration Permitted?

What is the Percent Fenestration modelled?

Building Envelope Trade-Off (5.6)

If 5.6

What program was used? (ENVSTD?)

Applicant must provide a printout of the completed Wall Screen and the Other Screen with the application:

Attached? (Y/N)

Applicant must provide a copy of the completed and saved data file with the application:

Attached? (Y/N)

(c) What weight of wall was assumed? (Light-weight or Mass)

What ILD range was assumed?

What HC Range was assumed?

What insulation position was assumed? (Interior or Exterior)

What Maximum Wall U-value was modelled?

What Maximum Wall U-value was permitted?

(d) What minimum R-value/RSI-value was required for:

Wall below grade?

Unheated slab on grade – vertical insulation?

Unheated slab on grade – horizontal insulation?

Roof?

Wall adjacent to conditioned space?

Floor over unconditioned space?

What minimum R-value/RSI-value was modelled for:

Wall below grade?

Unheated slab on grade – vertical insulation?

Unheated slab on grade – horizontal insulation?

Roof?

Wall adjacent to conditioned space?

Floor over unconditioned space?

*Note: MNECB document, "Performance Compliance for Buildings" and ASHRAE 90.1-2004 Section 11, "Energy Cost Budget Method" require the use of the Building Envelope Prescriptive Compliance and the Prescriptive Building Envelope Compliance Option, respectively, for the RB model.*



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### 3. Lighting System (MNECB only – Refer to Supplementary Standard SB-10)

(a) Table 4.2.1.2 was used for Exterior Lighting (Y/N) ☐

(b) Compliance Path Selected:

Table 4.3.2.1 was used for Interior Lighting (Y/N) ☐

or Table 4.3.3.4 was used for Interior Lighting (Y/N) ☐

If "Y", please provide the Lighting Power Density Used for the RB ☐

If "Y", please provide the list of Spaces, the Lighting Power Density for each space, the Area Factor for each space, and the Lighting Power Allowance for each space.

Attached? (Y/N) ☐

Note: Both the MNECB document, "Performance Compliance for Buildings" and ASHRAE 90.1-2004 Section 11, "Energy Cost Budget Method" permit the use of the calculation of the RB Interior Lighting Power Allowance by Building Type or Space Function (MNECB), and Building Area Method or Space-by-Space Method (ASHRAE 90.1)

### 4. Heating, Ventilating and Air-Conditioning Systems (MNECB & ASHRAE 90.1-2004; Refer to Supplementary Standard SB-10)

Table 6.8.1 A to 6.8.1 G were used to determine RB HVAC equipment efficiencies (Y/N) ☐

If "Y", please provide a list of HVAC equipment and the efficiency specified in the energy model for the RB.

Attached? (Y/N) ☐

### 5. Service Water Heating Systems (MNECB & ASHRAE 90.1-2004; Refer to Supplementary Standard SB-10)

Table 7.8 was used to determine RB SWH equipment efficiencies? (Y/N) ☐

If "Y", please provide the list of SWH equipment and the efficiency specified in the energy model for the RB.

Attached? (Y/N) ☐



## Exhibit E - SIMULATION SUMMARY REPORT

### INSTRUCTIONS:

Please complete ALL sections below unless otherwise indicated as optional. Ensure that all assumptions used in generating the computer simulation model for the Custom Project are documented in the sections provided below so that the Project can be easily evaluated. In addition, please include all appendices as listed below with your Application.

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Date of Report (MM/DD/YYYY): \_\_\_\_\_

### 1. APPLICANT INFORMATION:

Legal Name of Applicant: \_\_\_\_\_

Building Address: \_\_\_\_\_

City: \_\_\_\_\_ Province: \_\_\_\_\_ Postal Code: \_\_\_\_\_

### 2. APPLICANT MAIN CONTACT INFORMATION:

Title: (Mr. Mrs. Miss. Ms.): \_\_\_\_\_

First Name: \_\_\_\_\_ Last Name: \_\_\_\_\_

Daytime Phone Number: \_\_\_\_\_ Fax: (optional): \_\_\_\_\_

Email Address: \_\_\_\_\_

Alternate Contact Name: (optional) \_\_\_\_\_

Alternate Contact Phone Number: (optional) \_\_\_\_\_

Alternate Contact Email Address: (optional) \_\_\_\_\_

Please indicate the best time and way to contact you:

☐ Email ☐ Phone Number

☐ Daytime ☐ Evening (after 6 p.m.)



## MODELLING NOTES

### 1. GENERAL

### 2. BUILDING LEVEL

### 3. PLANT LEVEL

### 4. SYSTEM LEVEL

### 5. ZONE AND SPACE LEVEL

### 6. OCCUPANCY AND MINIMUM OUTDOOR AIR RATES

### 7. OTHER ITEMS

### 8. WARNINGS, ERRORS, AND TROUBLESHOOTING



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### APPENDICES

- A. Summary Compliance Report
- B. MNECB or ASHRAE 90.1 checklists in the form provided by your local electric utility (with adjustments to envelope, lighting and HVAC equipment efficiency values to reflect OBC 2006) Mandatory Provisions (Checklist)
- C. Zoning Diagrams
- D. Notes on Building Level Inputs
- E. Notes on Plant Level Inputs
- F. Notes on System Level Inputs
- G. Notes on Zone and Space Level Inputs
- H. Notes on Occupancy and Minimum Outdoor Air Rates
- I. Reference Building (RB) Modelling Information in the form provided by your local electric utility



## Exhibit E - ASHRAE 90.1-2004 Mandatory Provisions Checklist (as modified by Supplementary Standard SB-10)

This form records whether all mandatory requirements of ASHRAE 90.1-2004 (ASHRAE 90.1) have been "met" or "not met" according to the information the simulator has received from the project's professional architect(s) and engineer(s). It is understood that design professionals are responsible for ensuring the energy code conformity itself. Simulators are responsible only for noting the conformity on this form. This form must be completed by the simulator and attached to the Compliance Report in the HPNC submission.

Simulators are recommended to request and retain in their files, written records (typically emails or copies of checklist pages with professional's sign off etc.) that indicate the appropriate professional has verified that the requirement is "MET".

In the case of conflict between this document, Supplementary Standard SB-10, or ANSI/ASHRAE/IESNA Standard 90.1, the full text of the applicable document governs.

If a mandatory provision is "NOT MET", provide the reason why in the note section. Where an exemption has been granted by HPNC, check "NOT MET" and indicate in the note section where in the submission the exemption documentation can be found. If a mandatory is not applicable, check "NOT MET" and provide the reason why in the note section.

### SCOPE

#### Applicability of ASHRAE 90.1

	Met	Not Met
Building Type is not exempted under Section 2.3		
Building type and spaces definition conforms with defined terms in Section 3.		

Notes: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



## Section 5 BUILDING ENVELOPE (taken entirely from SB-10)

### 5.4.1 Insulation

	Met	Not Met
Where no insulation is required in 5.5 or 5.6, it shall comply with the requirements found in 5.8.1.1 to 5.8.1.9.		

### 5.4.2 Fenestration and Doors

	Met	Not Met
Procedures for determining fenestration and door performance are described in 5.8.2. Product samples used for determining fenestration performance shall be production line units or representative of units purchased by the consumer or contractor.		

### 5.4.3 Air Leakage

	Met	Not Met
<b>5.4.3.1 Building Envelope Sealing</b> The following areas of the building envelope shall be sealed, caulked, gasketed, or weather-stripped to minimize air leakage:		
(a) joints around fenestration and door frames,		
(b) junctions between walls and foundations, between walls at building corners, between walls and structural floors or roofs, and between walls and roof or wall panels,		
(c) openings at penetrations of utility services through roof, walls, and floors,		
(d) site-built fenestration and doors,		
(e) building assemblies used as ducts or plenums		
(f) joints, seams, and penetrations of vapour retarders		
(g) all other openings in the building envelope		

	Met	Not Met
<b>5.4.3.2 Fenestration and Doors</b> Except as provided in 5.4.3.2.4, where components of the air barrier system are covered in the scope of the standards listed below, the components shall conform to the requirements of the respective standards: (5.4.3.2.1)		
(a) CAN/CGSB-63.14-M, "Plastic Skylights",		
(b) CAN/CGSB-82.1-M, "Sliding Doors",		
(c) CAN/CGSB-82.5-M, "Insulated Steel Doors",		
(d) CAN/CSA-A440-M, "Windows".		
Skylights not covered in the scope of CAN/CGSB-63.14-M, "Plastic Skylights" shall conform, to the performance requirements of that standard. (5.4.3.2.2)		
Except as provided in 5.4.3.2.4, windows and sliding doors covered in the scope of CAN/CGSB-82.1-M, "Sliding Doors", and CAN/CSA-A440-M, "Windows" which are installed as components in an air barrier system shall conform at least to the airtightness requirements in CAN/CSA-A440.1, "User Selection Guide to CAN/CSA 440-00. Windows". (5.4.3.2.3)		
Where a wired glass assembly is installed as a component in an air barrier system in a required fire separation, the assembly need not conform to CAN/CSA-A440-M, "Windows" or CAN/CSA-A440.1, "User Selection Guide to CAN/CSA 440-00. Windows". (5.4.3.2.4)		





	Met	Not Met
<b>5.4.3.3 Loading Dock Weatherseals</b> Cargo doors and loading dock doors shall be equipped with weatherseals to restrict infiltration when vehicles are parked in the doorway.		
<b>5.4.3.4 Vestibules</b> A door that separates conditioned space from the exterior shall be protected with an enclosed vestibule, with all doors opening into and out of the vestibule equipped with self-closing devices. Vestibules shall be designed so that in passing through the vestibule it is not necessary for the interior and exterior doors to open at the same time.		
Exceptions to 5.4.3.4:		
(a) Doors in buildings less than 5 storeys above grade.		
(b) Doors not intended to be used as a building entrance door, such as doors to mechanical or electrical equipment rooms.		
(c) Doors opening directly from a dwelling unit.		
(d) Doors that open directly from a space less than 279 m <sup>2</sup> (3000 ft <sup>2</sup> ) in area.		
(e) Doors in building entrances with revolving doors.		
(f) Doors used primarily to facilitate vehicular movement or material handling and adjacent personnel doors.		
(g) Doors intended to be used as a service or emergency exit door only.		

## Section 6 HEATING, VENTILATION AND AIR CONDITIONING

### 6.4 Mandatory Provisions

#### 6.4.1 Equipment Efficiencies, Verification, and Labeling Requirements

	Met	Not Met
<b>6.4.1.1 Minimum Equipment Efficiencies – Listed Equipment – Standard Rating and Operating Conditions (modified by SB-10)</b> Equipment shown in Tables 6.8.1A to 6.8.1G shall have a minimum performance at the specified rating conditions when tested in accordance with the specified test procedure. The minimum efficiency values, test procedures and standards specified in the Ontario Energy Efficiency Act shall apply if provided. Otherwise, the minimum efficiency values, test procedures and standards specified in ANSI/ASHRAE/IESNA Standard 90.1 shall apply. When multiple rating conditions or performance requirements are provided, the equipment shall satisfy all requirements, unless otherwise exempted by footnotes in the table. Equipment regulated under the Ontario Energy Efficiency Act shall have no minimum efficiency requirements for operation at minimum capacity or other than standard rating conditions. Equipment used to provide water eating functions as part of a combination system shall satisfy all requirements for the appropriate space heating or cooling category.		
Tables are as follows:		
(a) Table 6.8.1A – Air Conditioners and Condensing Units		



	Met	Not Met
(b) Table 6.8.1B – Heat Pumps		
(c) Table 6.8.1C – Water Chilling Packages (see 6.4.1.2 for water-cooled centrifugal water-chilling packages designed to operate at nonstandard conditions)		
(d) Table 6.8.1D – Packaged Terminal and Room Air Conditioners and Heat Pumps		
(e) Table 6.8.1E – Furnaces, Duct Furnaces and Unit Heaters		
(f) Table 6.8.1F – Boilers		
(g) Table 6.8.1G – Heat Rejection Equipment		
All furnaces with input ratings of $\geq 66$ kW ( $\geq 225,000$ Btu/hr), including electric furnaces, that are not located within the conditioned space shall have jacket losses not exceeding 0.75% of the input rating.		

	Met	Not Met
<b>6.4.1.2 Minimum Equipment Efficiencies – Listed Equipment – Nonstandard Conditions</b> Water-cooled centrifugal water-chilling packages that are not designed for operation at ARI Standard 550/590 test conditions (and thus cannot be tested to meet the requirements of Table 6.8.1C) of 44°F leaving chilled water temperature and 85°F entering condenser water temperature with 3 gpm/ton condenser water flow shall have a minimum full-load COP and a minimum NPLV rating as shown in the tables referenced below.		
(a) Centrifugal chillers <150 tons shall meet the minimum full-load COP and IPLV/NPLV in Table 6.8.1H.		
(b) Centrifugal chillers $\geq 150$ tons and <300 tons shall meet the minimum full-load COP and IPLV/NPLV in Table 6.8.1I.		
(c) Centrifugal chillers $\geq 300$ tons shall meet the minimum full-load COP and IPLV/NPLV in Table 6.8.1J.		
The table values are only applicable over the following full-load design values:		
Leaving Chiller Water Temperature: 40°F to 48°F		
Entering Condenser Water Temperature: 75°F to 85°F		
Condensing Water Temperature Rise: 5°F to 15°F		
Chiller designed to operate outside of these ranges or applications utilizing fluids or solutions with secondary coolants (e.g. glycol solutions or brines) with a freeze point of 27°F or less for freeze protection are not covered by this standard.		

	Met	Not Met
<b>6.4.1.3 Equipment Not Listed</b> Equipment not listed in the tables referenced in 6.4.1.1 and 6.4.1.2 may be used.		

	Met	Not Met
<b>6.4.1.4 Verification of Equipment Efficiencies (modified by SB-10)</b> Equipment <i>efficiency</i> information supplied by <i>manufacturers</i> shall be verified as follows:		
(a) Equipment covered under the Ontario Energy Efficiency Act shall comply with U.S. Ontario Ministry of Energy certification requirements.		
(b) If a certification program exists for a covered product, and it includes provisions for verification and challenge of equipment <i>efficiency</i> ratings, then the product shall be listed in the certification program, or		
(c) if a certification program exists for a covered product, and it includes provisions for verification and challenge of equipment <i>efficiency</i> ratings, but the product is not listed in the existing certification program, the ratings shall be verified by an independent laboratory test report, or		



	Met	Not Met
(d) if no certification program exists for a covered product, the equipment <i>efficiency</i> ratings shall be supported by data furnished by the <i>manufacturer</i> , or		
e) where components such as indoor or outdoor coils from different <i>manufacturers</i> are used, the system designer shall specify component efficiencies whose combined <i>efficiency</i> meets the minimum equipment <i>efficiency</i> requirements in 6.4.1.		
f) Products covered in Table 6.8.1G shall have efficiency ratings supported by data furnished by the manufacturer.		

	Met	Not Met
<b>6.4.1.5 Labeling (modified by SB-10)</b>		
<b>6.4.1.5.1 Mechanical Equipment.</b> Mechanical equipment that is regulated by the Ontario Energy Efficiency Act shall carry a permanent label installed by the <i>manufacturer</i> stating that the equipment complies with the requirements of ASHRAE/IESNA Standard 90.1.		
<b>Equipment Ratings.</b> Equipment ratings certified under a nationally recognized certification program or rating procedure or data furnished by the equipment manufacturer shall be acceptable to satisfy these requirements. The equipment efficiencies must be tested in accordance with the appropriate Reference Standards as listed in Tables 10-1 to 10-10 to be acceptable.		
<b>6.4.1.5.2 Packaged Terminal Air Conditioners.</b> Packaged terminal air conditioners and heat pumps with sleeve sizes less than 16 in. high and 42 in. wide shall be factory labeled as follows: <i>Manufactured for replacement applications only: not to be installed in new construction projects.</i>		

#### 6.4.2 Load Calculations.

	Met	Not Met
Heating and cooling system design loads for the purpose of sizing systems and equipment shall be determined in accordance with generally accepted engineering standards and handbooks acceptable to the <i>adopting authority</i> (for example, <i>ASHRAE Handbook—Fundamentals</i> ).		

#### 6.4.3 Controls (modified by SB-10)

	Met	Not Met
<b>6.4.3.1 Zone Thermostatic Controls</b>		
<b>6.4.3.1.1 General.</b> The supply of heating and cooling energy to each <i>zone</i> shall be individually controlled by thermostatic controls responding to temperature within the <i>zone</i> . For the purposes of 6.4.3.1, a dwelling unit shall be permitted to be considered a single <i>zone</i> .		
<b>Exceptions to 6.4.3.1.1:</b> Independent perimeter systems that are designed to offset only <i>building envelope</i> loads shall be permitted to serve one or more <i>zones</i> also served by an interior system provided:		
(a) the perimeter system includes at least one thermostatic control zone for each building exposure having exterior walls facing only one <i>orientation</i> for 50 contiguous feet or more, and		
b) the perimeter system heating and cooling supply is controlled by a thermostatic control(s) located within the zones(s) served by the system. Exterior walls are considered to have different <i>orientations</i> if the directions they face differ by more than 45 degrees.		



	Met	Not Met
<b>6.4.3.1.2 Dead Band.</b> Where used to control both heating and cooling, zone thermostatic controls shall be capable of providing a temperature range or dead band of at least 5°F within which the supply of heating and cooling energy to the zone is shut off or reduced to a minimum.		
<b>Exceptions to 6.4.3.1.2:</b>		
(a) Thermostats that require manual changeover between heating and cooling modes.		
(b) Special occupancy or special applications where wide temperature ranges are not acceptable (such as retirement homes, process applications, data processing, museums, some areas of hospitals) and are approved by the <i>authority having jurisdiction</i> .		

	Met	Not Met
<b>6.4.3.2 Setpoint Overlap Restriction.</b> Where heating and cooling to a zone are controlled by separate zone thermostatic controls located within the zone, means (such as limit switches, mechanical stops, or, for DDC systems, software programming) shall be provided to prevent the heating setpoint from exceeding the cooling setpoint minus any applicable proportional band.		
	Met	Not Met
<b>(a) Off-Hour Controls.</b> HVAC systems shall have the off-hour controls required by Sections 6.4.3.3.1 through 6.4.3.3.4.		
<b>Exceptions to 6.4.3.2:</b>		
(a) HVAC systems serving hotel/motel guest rooms.		
(b) HVAC systems intended to operate continuously.		
(c) HVAC systems having a design heating capacity and cooling capacity less than 15,000 Btu/h that are equipped with readily accessible manual on/off controls.		
<b>6.4.3.2.1 Automatic Shutdown.</b> HVAC systems shall be equipped with at least one of the following:		
(a) Controls that can start and stop the system under different time schedules for seven different day-types per week, are capable of retaining programming and time setting during loss of power for a period of at least 10 hours, and include an accessible manual override, or equivalent function, that allows temporary operation of the system for up to two hours.		
(b) An <i>occupant sensor</i> that is capable of shutting the system off when no occupant is sensed for a period of up to 30 minutes.		
(c) A manually operated timer capable of being adjusted to operate the system for up to two hours.		
(d) An interlock to a security system that shuts the system off when the security system is activated.		
<b>Exception to 6.4.3.2.1:</b> Residential occupancies may use controls that can start and stop the system under two different time schedules per week.		
<b>6.4.3.3.2 Setback Controls.</b> Heating systems located in climate zones 2-8 shall be equipped with controls that have the capability to automatically restart and temporarily operate the system as required to maintain <i>zone</i> temperatures above a heating setpoint adjustable down to 55°F or lower. Cooling systems located in climate zones 1b, 2b, and 3b shall be equipped with controls that have the capability to automatically restart and temporarily operate the system as required to maintain <i>zone</i> temperatures below a cooling setpoint adjustable up to 90°F or higher or to prevent high space humidity levels.		



	Met	Not Met
<b>Exception to 6.4.3.2.2:</b> Radiant floor and ceiling heating systems.		
<b>6.4.3.2.3 Optimum Start Controls.</b> Individual heating and cooling air distribution systems with a total design supply air capacity exceeding 10,000 cfm, served by one or more supply fans, shall have <i>optimum start controls</i> . The control algorithm shall, as a minimum, be a function of the difference between space temperature and occupied setpoint and the amount of time prior to scheduled occupancy.		
<b>6.4.3.2.4 Zone Isolation.</b> HVAC systems serving zones that are intended to operate or be occupied non-simultaneously shall be divided into isolation areas. Zones may be grouped into a single isolation area provided it does not exceed 25,000 ft <sup>2</sup> of conditioned floor area nor include more than one floor. Each isolation area shall be equipped with <i>isolation devices</i> capable of automatically shutting off the supply of conditioned air and <i>outdoor air</i> to and exhaust air from the area. Each isolation area shall be controlled independently by a device meeting the requirements of 6.4.3.3.1 (Automatic Shutdown). For central systems and plants, controls and devices shall be provided to allow stable system and equipment operation for any length of time while serving only the smallest isolation area served by the system or plant.		
<b>Exceptions to 6.4.3.2.4:</b> Isolation devices and controls are not required for the following:		
(a) Exhaust air and <i>outdoor air</i> connections to isolation zones when the fan system to which they connect is 5000 cfm and smaller.		
(b) Exhaust airflow from a single isolation zone of less than 10% of the design airflow of the exhaust system to which it connects.		
(c) Zones intended to operate continuously or intended to be inoperative only when all other zones are inoperative.		



	Met	Not Met
<b>6.4.3.3 Ventilation System Controls. (Modified by SB-10)</b>		
<b>6.4.3.3.1 Stair and Shaft Vents.</b> Stair and elevator shaft vents shall be equipped with motorized dampers that are capable of being automatically closed during normal building operation and are interlocked to open as required by fire and smoke detection systems.		
<b>6.4.3.3.2 Gravity Hoods, Vents, and Ventilators.</b>		
All <i>outdoor air</i> supply and exhaust hoods, vents, and ventilators shall be equipped with motorized dampers that will automatically shut when the spaces served are not in use.		
<b>Exceptions to 6.4.3.3.1 and 6.4.3.3.2:</b>		
(a) Gravity (non-motorized) dampers are acceptable in buildings less than three stories in height above grade and for buildings of any height located in climate zones 1, 2, and 3.		
(b) Ventilation systems serving <i>unconditioned spaces</i> .		
<b>6.4.3.3.3 Shutoff Damper Controls.</b> Both <i>outdoor air</i> supply and exhaust systems shall be equipped with motorized dampers that will automatically shut when the systems or spaces served are not in use. Ventilation <i>outdoor air</i> dampers shall be capable of automatically shutting off during preoccupancy building warm-up, cool down, and <i>setback</i> , except when <i>ventilation</i> reduces energy costs (e.g., night purge) or when ventilation must be supplied to meet code requirements.		
<b>Exceptions to 6.4.3.3.3:</b>		
(a) Gravity (non-motorized) dampers are acceptable in buildings less than three stories in height and for buildings of any height located in climate zones 1, 2, and 3.		
(b) Gravity (non-motorized) dampers are acceptable in systems with a design <i>outdoor air</i> intake or exhaust capacity of 300 cfm or less.		
<b>6.4.3.3.4 Dampers.</b> Where <i>outdoor air</i> supply and exhaust air dampers are required by Section 6.4.3.4, they shall have a maximum leakage rate when tested in accordance with AMCA Standard 500 as indicated in Table 6.4.3.4.4.		

TABLE 6.4.3.3.4 Maximum Damper Leakage		
	Maximum Damper Leakage at 1.0 in. w.g., cfm per ft <sup>2</sup> of damper area	
Climate Zones	Motorized	Nonmotorized
1, 2, 6, 7, 8	4	Not Allowed
All Others	10	20 <sup>a</sup>
<sup>a</sup> Dampers smaller than 24 in. in either dimension may have leakage of 40 cfm/ft <sup>2</sup> .		

	Met	Not Met
<b>6.4.3.4 Heat Pump Auxiliary Heat Control.</b>		
Heat pumps equipped with internal electric resistance heaters shall have controls that prevent supplemental heater operation when the heating load can be met by the heat pump alone during both steady-state operation and setback recovery. Supplemental heater operation is permitted during outdoor coil defrost cycles.		
<b>Exception to 6.4.3.4:</b>		
Heat pumps whose minimum <i>efficiency</i> is regulated by the Ontario Energy Efficiency Act and whose HSPF rating both meets the requirements shown in Table 6.8.1B and includes all usage of internal electric resistance heating.		





	Met	Not Met
<b>6.4.3.3.5 Ventilation Fan Controls.</b> Fans with motors greater than ¾ hp (0.5 kW) shall have automatic controls complying with Section 6.4.3.3.1 that are capable of shutting off fans when not required.		
<b>Exception to 6.4.3.3.5:</b> <i>HVAC systems intended to operate continuously.</i>		
	Met	Not Met
<b>6.4.3.5 Humidifier Preheat.</b> Humidifiers with preheating jackets mounted in the airstream shall be provided with an automatic valve to shut off preheat when humidification is not required.		
	Met	Not Met
<b>6.4.3.6 Humidification and Dehumidification.</b> Where a <i>zone</i> is served by a system or systems with both humidification and dehumidification capability, means (such as limit switches, mechanical stops, or, for DDC systems, software programming) shall be provided capable of preventing simultaneous operation of humidification and dehumidification equipment.		
<b>Exceptions to 6.4.3.6:</b>		
(a) Zones served by desiccant systems, used with direct evaporative cooling in series.		
(b) Systems serving zones where specific humidity levels are required, such as computer rooms, museums, and hospitals, and approved by the <i>authority having jurisdiction</i> .		
	Met	Not Met
<b>6.4.3.7 Freeze Protection and Snow/Ice Melting Systems.</b> Freeze protection systems, such as heat tracing of outdoor piping and heat exchangers, including self-regulating heat tracing, shall include automatic controls capable of shutting off the systems when <i>outdoor air</i> temperatures are above 40°F or when the conditions of the protected fluid will prevent freezing. Snow- and ice-melting systems shall include automatic controls capable of shutting off the systems when the pavement temperature is above 50°F and no precipitation is falling and an automatic or manual control that will allow shutoff when the outdoor temperature is above 40°F so that the potential for snow or ice accumulation is negligible.		
	Met	Not Met
<b>6.4.3.8 Ventilation Controls for High-Occupancy Areas.</b> Systems with design <i>outdoor air</i> capacities greater than 3000 cfm serving areas having an average design occupancy density exceeding 100 people per 1000 ft² shall include means to automatically reduce <i>outdoor air</i> intake below design rates when spaces are partially occupied. Ventilation controls shall be in compliance with ASHRAE Standard 62 and local standards.		
<b>Exception to 6.4.3.8:</b> Systems with energy recovery complying with 6.5.6.1.		



#### 6.4.4 HVAC System Construction and Insulation

	Met	Not Met
<b>6.4.4.1 Insulation</b>		
<b>6.4.4.1.1 General.</b> Insulation required by this section shall be installed in accordance with industry-accepted standards (see Appendix E). These requirements do not apply to HVAC equipment. Insulation shall be protected from damage, including that due to sunlight, moisture, equipment maintenance and wind, but not limited to the following:		
(a) Insulation exposed to weather shall be suitable for outdoor service, e.g., protected by aluminum, sheet metal, painted canvas, or plastic cover. Cellular foam insulation shall be protected as above or painted with a coating that is water retardant and provides shielding from solar radiation that can cause degradation of the material.		
(b) Insulation covering chilled water piping, refrigerant suction piping, or cooling ducts located outside the conditioned space shall include a vapor retardant located outside the insulation (unless the insulation is inherently vapor retardant), all penetrations and joints of which shall be sealed.		
<b>6.4.4.1.2 Duct and Plenum Insulation.</b> All supply and return ducts and plenums installed as part of an HVAC air distribution system shall be thermally insulated in accordance with Tables 6.8.2A and 6.8.2B.		
<b>Exceptions to 6.4.4.1.2:</b>		
(a) Factory-installed plenums, casings, or ductwork furnished as a part of HVAC equipment tested and rated in accordance with 6.4.1.		
(b) Ducts or plenums located in heated spaces, <i>semiheated spaces</i> , or cooled spaces.		
(c) For runouts less than 10 ft in length to air terminals or air outlets, the rated R-value of insulation need not exceed R-3.5.		
(d) Backs of air outlets and outlet plenums exposed to unconditioned or indirectly <i>conditioned</i> spaces with face areas exceeding 5 ft <sup>2</sup> need not exceed R-2; those 5 ft <sup>2</sup> or smaller need not be insulated.		
<b>6.4.4.1.3 Piping Insulation.</b> Piping shall be thermally insulated in accordance with Table 6.8.3.		
<b>Exceptions to 6.4.4.1.3:</b>		
(a) Factory-installed piping within HVAC equipment tested and rated in accordance with 6.4.1.		
(b) Piping that conveys fluids having a design operating temperature range between 60°F and 105°F, inclusive.		
(c) Piping that conveys fluids that have not been heated or cooled through the use of nonrenewable energy (such as roof and condensate drains, domestic cold water supply, natural gas piping, or refrigerant liquid piping) or where heat gain or heat loss will not increase energy usage.		
(d) Hot water piping between the shutoff valve and the coil, not exceeding 4 ft in length, when located in <i>conditioned spaces</i> .		
(e) Pipe unions in heating systems (steam, steam condensate, and hot water).		





	Met	Not Met
<b>6.4.4.2 Ducts and Plenum Leakage</b>		
<b>6.4.4.2.1 Duct Sealing.</b> Ductwork and plenums shall be sealed in accordance with Table 6.4.4.2A (Table 6.4.4.2B provides definitions of seal levels), as required to meet the requirements of 6.4.4.2.2 and with standard industry practice (see Appendix E).		

<b>TABLE 6.4.4.2A Minimum Duct Seal Level<sup>a</sup></b>				
<b>Duct Location</b>	<b>Duct Type</b>			
	<b>Supply</b>		<b>Exhaust</b>	<b>Return</b>
	$\leq 2$ in. w.c. <sup>b</sup>	$\geq 2$ in. w.c. <sup>b</sup>		
Outdoor	A	A	C	A
Unconditioned Space	B	A	C	B
Conditioned Spaces <sup>c</sup>	C	B	B	C
a See Table 6.4.4.2B description of seal level				
b Duct design static pressure classification				
c Includes indirectly conditioned spaces such as return air plenums				

<b>TABLE 6.4.4.2B Duct Seal Levels</b>	
<b>Seal Level</b>	<b>Sealing Requirements<sup>a</sup></b>
A	All transverse joints, longitudinal seams, and duct wall penetrations. Pressure-sensitive tape shall not be used as the primary sealant, unless it has been certified to comply with UL-181A or UL-181B by an independent testing laboratory and the tape is used in accordance with that certification
B	All transverse joints, longitudinal seams. Pressure-sensitive tape shall not be used as the primary sealant, unless it has been certified to comply with UL-181A or UL-181B by an independent testing laboratory and the tape is used in accordance with that certification
C	Transverse joints only.
a Longitudinal seams are joints oriented in the direction of airflow. Transverse joints are connections of two duct sections oriented perpendicular to airflow. Duct wall penetrations are openings made by any screw fastener, pipe, rod, or wire. Spiral lock seams in a round and flat oval duct need not be sealed. All other connections are considered transverse joints, including but not limited to spin-ins, taps, and other branch connections, access door frames and jambs, duct connections to equipment, etc.	



	Met	Not Met
<p><b>6.4.4.2.2 Duct Leakage Tests.</b> Ductwork that is designed to operate at static pressures in excess of 3 in. w.c. shall be leak tested according to industry-accepted test procedures (see Appendix E). Representative sections totaling no less than 25% of the total installed duct area for the designated pressure class shall be tested. Duct systems with pressure ratings in excess of 3 in. w.c. shall be identified on the drawings.</p> <p>The maximum permitted duct leakage shall be</p> $L_{max} = C_L P^{0.65}$ <p>where</p> <p><math>L_{max}</math> = maximum permitted leakage in cfm/100 ft<sup>2</sup> duct surface area;</p> <p><math>C_L</math> = duct leakage class, cfm/100 ft<sup>2</sup> at 1 in. w.c.,</p> <p>6 for rectangular sheetmetal, rectangular fibrous, and round flexible ducts,</p> <p>3 for round/flat oval sheetmetal or fibrous glass ducts;</p> <p><math>P</math> = test pressure, which shall be equal to the design duct pressure class rating in in. w.c.</p>		

#### 6.4.5 Completion Requirements.

	Met	Not Met
Completion Requirements are as described in Section 6.7.2.		

## Section 7 SERVICE WATER HEATING

### 7.4 Mandatory Provisions

#### 7.4.1 Load Calculations.

	Met	Not Met
Service water heating <i>system</i> design loads for the purpose of sizing <i>systems</i> and <i>equipment</i> shall be determined in accordance with <i>manufacturers'</i> published sizing guidelines or generally accepted engineering standards and handbooks acceptable to the <i>adopting authority</i> (e.g., <i>ASHRAE Handbook—HVAC Applications</i> ).		

#### 7.4.2 Equipment Efficiency (as modified by SB-10).

	Met	Not Met
All water heating <i>equipment</i> , hot water supply boilers used solely for heating potable water, pool heaters, and hot water storage tanks shall meet the criteria listed in Table 7.8. The minimum efficiency values of the Ontario Energy Efficiency Act shall apply if provided. Otherwise, the minimum efficiency values of ANSI/ASHRAE/IESNA Standard 90.1 shall apply. Where multiple rating conditions or performance requirements are provided, the equipment shall satisfy requirements. Omission of minimum performance requirements for certain classes of <i>equipment</i> does not preclude use of such <i>equipment</i> where appropriate. Equipment not listed in Table 7.8 has no minimum performance requirements.		



	Met	Not Met
<b>Exception to 7.4.2:</b>		
All water heaters and hot water supply boilers having more than 140 gal of storage capacity are not required to meet the <i>standby loss</i> (SL) requirements of Table 7.8 when		
(a) the tank surface is thermally insulated to R-12.5, and		
(b) a standing pilot light is not installed, and		
(c) gas- or oil-fired storage water heaters have a flue damper or fan-assisted combustion.		

### 7.4.3 Service Hot Water Piping Insulation.

	Met	Not Met
The following piping shall be insulated to levels shown in Section 6, Table 6.8.3:		
(a) Recirculating system piping, including the supply and return piping of a circulating tank type water heater.		
(b) The first 8 ft of outlet piping for a constant temperature non-recirculating storage <i>system</i> .		
(c) The inlet pipe between the storage tank and a heat trap in a non-recirculating storage <i>system</i> .		
(d) Pipes that are externally heated (such as heat trace or impedance heating).		

### 7.4.4 Service Water Heating System Controls

	Met	Not Met
<b>7.4.4.1 Temperature Controls.</b>		
Temperature controls shall be provided that allow for storage temperature adjustment from 120°F or lower to a maximum temperature compatible with the intended use.		
<b>Exception to 7.4.4.1:</b>		
When the <i>manufacturer's</i> installation instructions specify a higher minimum thermostat setting to minimize condensation and resulting corrosion.		

	Met	Not Met
<b>7.4.4.2 Temperature Maintenance Controls.</b>		
Systems designed to maintain usage temperatures in hot water pipes, such as recirculating hot water systems or heat trace, shall be equipped with automatic time switches or other controls that can be set to switch off the usage temperature maintenance system during extended periods when hot water is not required.		

	Met	Not Met
<b>7.4.4.3 Outlet Temperature Controls (modified by SB-10)</b>		
Temperature controlling means shall be provided to limit the maximum temperature of water delivered from lavatory faucets in public facility restrooms to 110°F. The water outlet temperature refers only to the water temperature supplied to the fixture. It has no implication on the source temperature of the water which may be tempered by temperature gauges and control devices before it is supplied to the fixture.		

	Met	Not Met
<b>7.4.4.4 Circulating Pump Controls.</b>		
When used to maintain storage tank water temperature, recirculating pumps shall be equipped with controls limiting operation to a period from the start of the heating cycle to a maximum of five minutes after the end of the heating cycle.		



#### 7.4.5 Pools

	Met	Not Met
<b>7.4.5.1 Pool Heaters.</b> Pool heaters shall be equipped with a readily accessible on-off switch to allow shutting off the heater without adjusting the thermostat setting. Pool heaters fired by natural gas shall not have continuously burning pilot lights.		

	Met	Not Met
<b>7.4.5.2 Pool Covers (as modified by SB-10).</b> Heated exterior swimming pools (including lap pools and permanent whirlpools) shall be equipped with pool covers.		
<b>Exception to 7.4.5.2:</b> Pools deriving over 60% of the energy for heating (computed over an annual operating season) from <i>site-recovered</i> or <i>site- solar energy</i> .		

	Met	Not Met
<b>7.4.5.3 Time Switches.</b> Time switches shall be installed on swimming pool heaters and pumps.		
<b>Exceptions to 7.4.5.3:</b> (a) Where public health standards require 24-hour pump operation. (b) Where pumps are required to operate solar and waste heat recovery pool heating systems.		

#### 7.4.6 Heat Traps.

	Met	Not Met
Vertical pipe risers serving storage water heaters and storage tanks not having integral heat traps and serving a non-recirculating system shall have heat traps on both the inlet and outlet piping as close as practical to the storage tank. A heat trap is a means to counteract the natural convection of heated water in a vertical pipe run. The means is either a device specifically designed for the purpose or an arrangement of tubing that forms a loop of 360 degrees or piping that from the point of connection to the water heater (inlet or outlet) includes a length of piping directed downward before connection to the vertical piping of the supply water or hot water distribution system, as applicable.		

### Section 8 POWER

#### 8.4.1 Voltage Drop

	Met	Not Met
<b>8.4.1.1 Feeders.</b> <i>Feeder conductors</i> shall be sized for a maximum <i>voltage drop</i> of 2% at design load.		

	Met	Not Met
<b>8.4.1.2 Branch Circuits.</b> <i>Branch circuit</i> conductors shall be sized for a maximum <i>voltage drop</i> of 3% at design load.		



## Section 9 LIGHTING

### 9.4.1 Lighting Control

	Met	Not Met
<b>9.4.1.1 Automatic Lighting Shutoff.</b> Interior lighting in <i>buildings</i> larger than 5000 ft <sup>2</sup> shall be controlled with an <i>automatic control device</i> to shut off <i>building</i> lighting in all spaces. This <i>automatic control device</i> shall function on either		
(a) a scheduled basis using a time-of-day operated control device that turns lighting off at specific programmed times—an independent program schedule shall be provided for areas of no more than 25,000 ft <sup>2</sup> but not more than one floor—or		
(b) an <i>occupant sensor</i> that shall turn lighting off within 30 minutes of an occupant leaving a space—or		
(c) a signal from another control or alarm system that indicates the area is unoccupied.		
<b>Exceptions to 9.4.1.1:</b>		
The following shall not require an <i>automatic control device</i> :		
(a) Lighting intended for 24-hour operation		
(b) Lighting in spaces where patient care is rendered.		
(c) Spaces where an automatic shutoff would endanger the safety or security of the room or building occupant(s).		

	Met	Not Met
<b>9.4.1.2 Space Control.</b> Each space enclosed by ceiling height partitions shall have at least one <i>control device</i> to independently <i>control</i> the <i>general lighting</i> within the space. Each manual device shall be readily accessible and located so the occupants can see the controlled lighting.		
(a) A control device shall be installed that automatically turns lighting off within 30 minutes of all occupants leaving a space, except spaces with multi-scene control, in		
1. classrooms (not including shop classrooms, laboratory classrooms, and preschool through 12th grade classrooms),		
2. conference/meeting rooms,		
3. employee lunch and break rooms.		
These spaces are not required to be connected to other automatic lighting shutoff controls.		
(b) For all other spaces, each <i>control device</i> shall be activated either manually by an occupant or automatically by sensing an occupant. Each <i>control device</i> shall <i>control</i> a maximum of 2500 ft <sup>2</sup> area for a space 10,000 ft <sup>2</sup> or less and a maximum of 10,000 ft <sup>2</sup> area for a space greater than 10,000 ft <sup>2</sup> and be capable of overriding any time-of-day scheduled shutoff <i>control</i> for no more than four hours.		
<b>Exception to 9.4.1.2:</b>		
Remote location shall be permitted for reasons of safety or security when the remote control device has an indicator pilot light as part of or next to the control device and the light is clearly labeled to identify the controlled lighting.		



	Met	Not Met
<b>9.4.1.3 Exterior Lighting Control.</b> Lighting for all exterior applications not exempted in 9.1 shall have automatic controls capable of turning off exterior lighting when sufficient daylight is available or when the lighting is not required during nighttime hours. Lighting not designated for dusk-to-dawn operation shall be controlled by an astronomical time switch. Lighting designated for dusk-to-dawn operation shall be controlled by an astronomical time switch or photosensor. Astronomical time switches shall be capable of retaining programming and the time setting during loss of power for a period of at least 10 hours.		
<b>Exception to 9.4.1.3:</b> Lighting for covered vehicle entrances or exits from buildings or parking structures where required for safety, security, or eye adaptation.		

	Met	Not Met
<b>9.4.1.4 Additional Control.</b>		
(a) <i>Display/Accent Lighting</i> —display or accent lighting shall have a separate <i>control device</i> .		
(b) <i>Case Lighting</i> —lighting in cases used for display purposes shall have a separate <i>control device</i> .		
(c) <i>Hotel and Motel Guest Room Lighting</i> —hotel and motel guest rooms and guest suites shall have a master <i>control device</i> at the main room entry that <i>controls</i> all <i>permanently installed luminaires</i> and switched receptacles.		
(d) <i>Task Lighting</i> —supplemental task lighting, including <i>permanently installed</i> undershelf or undercabinet lighting, shall have a <i>control device</i> integral to the <i>luminaires</i> or be controlled by a wall-mounted <i>control device</i> provided the <i>control device</i> is readily accessible and located so that the occupant can see the controlled lighting.		
(e) <i>Nonvisual Lighting</i> —lighting for nonvisual applications, such as plant growth and food warming, shall have a separate <i>control device</i> .		
(f) <i>Demonstration Lighting</i> — <i>lighting equipment</i> that is for sale or for demonstrations in lighting education shall have a separate <i>control device</i> .		

#### 9.4.2 Tandem Wiring.

	Met	Not Met
Luminaires designed for use with one or three linear fluorescent lamps greater than 30 W each shall use two-lamp tandem-wired ballasts in place of single lamp ballasts when two or more luminaires are in the same space and on the same control device.		
<b>Exceptions to 9.4.2:</b>		
(a) Recessed luminaires more than 10 ft apart measured center to center.		
(b) Surface-mounted or pendant luminaires that are not continuous.		
(c) Luminaires using single-lamp high-frequency electronic ballasts.		
(d) Luminaires using three-lamp high-frequency electronic or three-lamp electromagnetic ballasts.		
(e) Luminaires on emergency circuits.		
(f) Luminaires with no available pair.		

#### 9.4.3 Exit Signs.

	Met	Not Met
Internally illuminated exit signs shall not exceed 5 watts per face.		



#### 9.4.4 Exterior Building Grounds Lighting.

	Met	Not Met
All exterior building grounds luminaires that operate at greater than 100 watts shall contain lamps having a minimum efficacy of 60 lm/W unless the luminaire is controlled by a motion sensor or qualifies for one of the exceptions under 9.1.1 or 9.4.5.		

#### 9.4.5 Exterior Building Lighting Power.

	Met	Not Met
The total <i>exterior lighting power allowance</i> for all exterior building applications is the sum of the individual lighting power densities permitted in Table 9.4.5 for these applications plus an additional unrestricted allowance of 5% of that sum. Trade-offs are allowed only among exterior lighting applications listed in the Table 9.4.5 "Tradable Surfaces" section.		
<b>Exceptions to 9.4.5:</b>		
Lighting used for the following exterior applications is exempt when equipped with a <i>control device</i> independent of the control of the nonexempt lighting:		
(a) Specialized signal, directional, and marker lighting associated with transportation.		
(b) Advertising signage or directional signage.		
(c) Lighting integral to <i>equipment</i> or instrumentation and installed by its <i>manufacturer</i> .		
(d) Lighting for theatrical purposes, including performance, stage, film production, and video production.		
(e) Lighting for athletic playing areas.		
(f) Temporary lighting.		
(g) Lighting for industrial production, material handling, transportation sites, and associated storage areas.		
(h) Theme elements in theme/amusement parks.		
(i) Lighting used to highlight features of public monuments and registered <i>historic</i> landmark structures or <i>buildings</i> .		

## Section 10 OTHER EQUIPMENT

#### 10.4.1 Electric Motors (as modified by SB10).

	Met	Not Met
Where electric motors are regulated by the Ontario Energy Efficiency Act, the efficiency levels shall be based on CSA-C390-M. Values shown in Table 10.8 (as published in SB-10) are minimum motor efficiency levels established by the Ontario Energy Efficiency Act.		



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### Exhibit F - Energy and Demand Savings Summary

#### INSTRUCTIONS:

Copy the Base Case and Energy Efficient Case annual energy consumption and Demand Savings as auto-populated in the cells highlighted in yellow and input these values into the indicated cells in the Custom Worksheet in order to determine your estimated Participant Incentive amount.

**Demand Savings** is determined as the largest difference over a one hour period, as occurring on business days during the hours of 11 a.m. to 5 p.m. May through October.

**Energy Savings** is the estimated, determined or actual (as the context may require) electricity savings achieved over the course of the first year after the completion of an Eligible Project

Annual Energy Consumption	kWh
Base Case	0
Energy Efficient Case	0
Energy Savings	0

Demand Savings (kW)	0.0
---------------------	-----





## Exhibit F - Energy and Demand Savings Summary

### INSTRUCTIONS:

Select from the '**Hourly Data Year**' drop down list the year in which the Custom Project will be completed and the '**First Day of the Year**' cell will automatically populate. Extract the 8,760 hour energy consumption profile for both the Base Case and Energy Efficient Case from the Approved Modelling Software and enter this data into the cells highlighted in green. Once this data has been populated, please see the '**Results Summary**' tab for further instructions.

Please contact your local electric utility if you experience difficulties extracting the 8,760 load profile from Approved Modelling Software.

### Project Information

Name of Applicant:	
Company Name:	

### Base Case and Energy Efficient Case Energy Consumption Profile

Hourly Data Year		2011	▼	Non-leap year, 8760 hours data required
First Day of the Year		Saturday		
Hour of Year	Day of Year	Hour of Day	Base Case Hourly Consumption Data (kWh)	Energy Efficient Case Hourly Consumption Data (kWh)
1	1	1		
2	1	2		
3	1	3		
4	1	4		
5	1	5		
6	1	6		
7	1	7		
8	1	8		
9	1	9		
10	1	10		
11	1	11		
12	1	12		
13	1	13		
14	1	14		
15	1	15		

16	1	16
17	1	17
18	1	18
19	1	19
20	1	20
21	1	21
22	1	22
23	1	23
24	1	24

CONTINUES FOR ALL 365/366 DAYS OF THE YEAR

8760	365	24
8761	366	1
8762	366	2
8763	366	3
8764	366	4
8765	366	5
8766	366	6
8767	366	7
8768	366	8
8769	366	9
8770	366	10
8771	366	11
8772	366	12
8773	366	13
8774	366	14
8775	366	15
8776	366	16
8777	366	17
8778	366	18
8779	366	19
8780	366	20
8781	366	21
8782	366	22
8783	366	23
8784	366	24



Project identifier: \_\_\_\_\_

Date of Final Evaluation (MM/DD/YYYY): \_\_\_\_\_

Project In-Service Date (MM/DD/YYYY): \_\_\_\_\_

Legal Name of Applicant: \_\_\_\_\_

Applicant Address: \_\_\_\_\_

City: \_\_\_\_\_ Province: \_\_\_\_\_ Postal Code: \_\_\_\_\_

Unit/Floor/Suite #: (optional) \_\_\_\_\_

Building name: (optional): \_\_\_\_\_

Building Address: \_\_\_\_\_

City: \_\_\_\_\_ Province: \_\_\_\_\_ Postal code: \_\_\_\_\_

Unit/Floor/Suite #: (optional) \_\_\_\_\_

[illegible]





## Exhibit H - DESIGN DECISION-MAKER AGREEMENT

The Participant has applied for, among other things, the Design Decision-Maker Incentive pursuant to the Application submitted to [insert name of LDC] (the "LDC") under the Initiative. This Agreement is entered into between the Design Decision-Maker and the LDC.

1. **DEFINED TERMS:** All capitalized terms not herein defined will have the meanings given in Schedule 1.
2. **DESIGN DECISION-MAKER INCENTIVE:** The LDC will pay to the Design Decision-Maker a Design Decision-Maker Incentive in connection with the Custom Project(s) described in the Application and approved by the LDC, subject to certain terms and conditions.
3. **AMOUNT OF DESIGN DECISION-MAKER INCENTIVE:** The Design Decision-Maker acknowledges that the total amount of the Design Decision-Maker Incentive is based upon estimated demand savings or electricity savings based on the Application and will be the maximum amount payable hereunder. The estimated amount of such incentive for each Custom Project is identified in the project appendix to the approved Application for that project and will be the maximum amount payable in respect of each such project. Upon the completion of each such project, the LDC will recalculate the amount of such incentive based upon the best available information at such time. The total amount of the Design Decision-Maker Incentive determined by the LDC will be paid by the LDC as a lump sum payment within 90 days of the completion of the last of the Custom Project(s) and of the last of the new construction/major renovation final evaluation and incentive reports being finalized. The Design Decision-Maker acknowledges and agrees that it is in the LDC's discretion to determine which projects require the completion and approval of a new construction/major renovation final evaluation and incentive report.
4. **REPRESENTATIONS AND WARRANTIES:** The Design Decision-Maker represents, warrants and agrees that (a) all information in this Agreement is true and complete; and (b) all of the Design Decision-Maker Eligibility Criteria have been satisfied.
5. **CONSENT TO USE INFORMATION AND INDEMNITY:** The Design Decision-Maker understands and agrees that by entering into this Agreement: (a) it hereby consents to the collection, use, disclosure and other handling of any information it provides to the Program Operators, including personal information (if applicable) and records showing historical energy use and consumption (if any) (collectively, the "Information") by the Program Operators for purposes relating to the operation, administration or assessment of the Initiative or this Agreement, and in connection with any reporting activities relating to the Initiative, which will include: (i) sharing of Information among the Program Operators; (ii) use by the Program Operators of the Information provided by the Design Decision-Maker 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 Custom Project(s) and its operation or any other matter contemplated by this Agreement.
6. **EVALUATION, MEASUREMENT AND VERIFICATION; AUDIT:** The Design Decision-Maker will participate in any surveys, studies, audits, evaluations or verifications conducted by the LDC or the OPA or their respective agents and other service providers (collectively, 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 Design Decision-Maker's records relating to the project for such purposes.
7. **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 Design Decision-Maker 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, which is expressly disclaimed by the Design Decision-Maker.
8. **SUBCONTRACTING BY THE LDC:** The LDC may subcontract any of its responsibilities under this Agreement to an affiliate or a third party.
9. **MISCELLANEOUS:** Except as otherwise provided, this Agreement constitutes the entire agreement between the parties hereto 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 in writing executed by both of the parties hereto. 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. This Agreement will enure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns. This Agreement will not be assigned by the Design Decision-Maker 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. Each of the parties hereto 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. The invalidity, unenforceability or illegality of any provision in this



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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. The insertion of headings is for convenience of reference only and will not affect the interpretation of this Agreement. Any reference in this Agreement to the terms "hereof", "hereunder" and similar expressions refer to this Agreement and not to any particular Section or other part of this Agreement. Unless otherwise indicated, any reference in this Agreement to a Section or Schedule refers to the specified section of or schedule to this Agreement. The word "including" means "including without limitation", and the words "include" and "includes" have a corresponding meaning.

10. **TERM AND TERMINATION:** This Agreement will terminate 90 days following the payment of the Design Decision-Maker Incentive by the LDC or as otherwise determined by the LDC in its reasonable discretion. The provisions of Sections 4, 5, 6, 9 and 11 will survive the termination of this Agreement.
11. **THIRD PARTY BENEFICIARIES:** Except as provided in Sections 5, 6 and 11, this Agreement is solely for the benefit of:
- (a) the LDC, and its successors and assigns, with respect to the obligations of the Design Decision-Maker under this Agreement, and
  - (b) the Design Decision-Maker, 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. The Design Decision-Maker appoints the LDC as the trustee for the OPA of the applicable provisions set out in this Agreement and the LDC accepts such appointment.

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

I, the Design Decision-Maker, certify that I understand and agree to the terms and conditions as set forth above in this Agreement.

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DESIGN DECISION-MAKER/LEGAL COMPANY NAME:	AUTHORIZED SIGNATURE:	DATE (MM/DD/YYYY):
-------------------------------------------	-----------------------	--------------------

**SCHEDULE 1****DEFINITIONS**

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

**"Agreement"** means this Design Decision-Maker Agreement, including all Schedules attached hereto, as may be amended, restated or supplemented from time to time.

**"Applicable Building Code"** means (a) the "building code" as defined in the *Building Code Act, 1992* (Ontario), as may be amended, , and (b) any other applicable building code imposed by the municipality (if any) to the extent that it supersedes or prevails over the Ontario Building Code, or any part thereof.

**"Application"** means the application submitted by the Participant which, among other things, describes the Custom Project(s) and includes all associated worksheets and other supporting documents.

**"Custom Project"** means, in respect of a new construction or major renovation, a project that satisfies the custom project eligibility criteria as described in the participant agreement attached to the Application.

**"Design Decision-Maker Eligibility Criteria"** means the following eligibility criteria for a Design Decision-Maker:

- (a) is an architect or professional engineer (as an individual or any other Person), and be licensed to practice in the Province of Ontario;
- (b) is not an employee of the Participant;
- (c) is designated as the "Design Decision-Maker" by the Participant in the Application; and
- (d) has signed off on the final design plans for Custom Project(s) as required by the Applicable Building Code.

**"Design Decision-Maker Incentive"** means the incentive payable by the LDC directly to the Design Decision-Maker in connection with the Custom Project(s).

**"Information"** has the meaning given to it in Section 5.

**"Initiative"** means the Commercial and Institutional New Construction and Major Renovation Initiative 2011 - 2014.

**"OPA"** means the Ontario Power Authority or its successor.

**"Participant"** means a person who has (a) submitted an Application which was approved by the LDC; (b) agreed to the terms and conditions in the Application and the participant agreement; and (c) satisfied the applicable eligibility criteria.

**"Period"** means a continuous period of at least 48 months starting on the first day of the month immediately following the month in which the LDC pays the Design Decision-Maker Incentive hereunder.

**"Program Operators"** has the meaning given to it in Section 6.

**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**



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

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## 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 <sup>1</sup> )					
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)					

<sup>1</sup> If split system please comment on how ventilation is provided to building:

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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		

<b>Unit 5</b>		
---------------	--	--

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**

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

	<b>Direct Service Eligible Cost per Unit</b>
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 /LEGAL  
COMPANY NAME:

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

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Exhibits:

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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](http://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):

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

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### 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 \_\_\_\_\_

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

Name of Local Distribution Company (LDC): \_\_\_\_\_

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

FACILITY NAME (if applicable) \_\_\_\_\_

ADDRESS \_\_\_\_\_ CITY \_\_\_\_\_ ON \_\_\_\_\_ PROVINCE \_\_\_\_\_ POSTAL CODE \_\_\_\_\_

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### 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.

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### 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:

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

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](http://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"> <li>Wells and immersion temperature sensors</li> <li>Strap-on thermocouples</li> </ul>
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"> <li>Temperature sensor installed in well</li> <li>Strap-on thermocouples</li> </ul>
Chilled Water Flow Rate	Chilled water flow rate for the primary chilled water loop	<ul style="list-style-type: none"> <li>Flow meter</li> <li>Differential pressure sensor and engineering calculation to obtain flow rate</li> </ul>
Chilled Water Supply Pump(s) Energy	The energy consumed by all chilled water supply pumps (primary and secondary)	<ul style="list-style-type: none"> <li>Continuous current measurement</li> <li>Electrical sub-meter measurement</li> <li>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.</li> </ul>
Condenser Water Supply Temperature	Supply temperature per cooling tower and for total condenser system	<ul style="list-style-type: none"> <li>Temperature sensor installed in well</li> <li>Strap-on thermocouples</li> </ul>
Condenser Water Return Temperature	Return temperature per cooling tower and for total condenser system	<ul style="list-style-type: none"> <li>Temperature sensor installed in well</li> <li>Strap-on thermocouples</li> </ul>
Condenser Water Flow Rate	Flow rate for the overall condenser water loop	<ul style="list-style-type: none"> <li>Flow meter</li> <li>Differential pressure sensor and engineering calculation to obtain flow rate</li> </ul>
Condenser Water Supply Pump(s) Energy	The energy consumed by all condenser water pumps	<ul style="list-style-type: none"> <li>Continuous current measurement</li> <li>Electrical sub-meter measurement</li> <li>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.</li> </ul>
Chiller(s) Energy	The energy consumed by all chillers (chillers individually metered)	<ul style="list-style-type: none"> <li>Continuous current measurement</li> <li>Electrical sub-meter measurement</li> </ul>
Condenser Fan(s) Energy	The energy consumed by all condenser fans	<ul style="list-style-type: none"> <li>Continuous current measurement</li> <li>Electrical sub-meter measurement</li> <li>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.</li> </ul>
Outdoor Air	Outdoor air temperature and	<ul style="list-style-type: none"> <li>Shielded outdoor air temperature and</li> </ul>



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"> <li>Wells and immersion temperature sensors</li> <li>Strap-on thermocouples</li> </ul>
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"> <li>Temperature sensor installed in well</li> <li>Strap-on thermocouples</li> </ul>
Chilled Water Flow Rate	Chilled water flow rate for the primary chilled water loop	<ul style="list-style-type: none"> <li>Flow meter</li> <li>Differential pressure sensor and engineering calculation to obtain flow rate</li> </ul>
Chilled Water Supply Pump(s) Energy	The energy consumed by all chilled water supply pumps (primary and secondary)	<ul style="list-style-type: none"> <li>Continuous current measurement</li> <li>Electrical sub-meter measurement</li> <li>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.</li> </ul>
Condenser Water Supply Temperature	Supply temperature per cooling tower and for total condenser system	<ul style="list-style-type: none"> <li>Temperature sensor installed in well</li> <li>Strap-on thermocouples</li> </ul>
Condenser Water Return Temperature	Return temperature per cooling tower and for total condenser system	<ul style="list-style-type: none"> <li>Temperature sensor installed in well</li> <li>Strap-on thermocouples</li> </ul>
Condenser Water Flow Rate	Flow rate for the overall condenser water loop	<ul style="list-style-type: none"> <li>Flow meter</li> <li>Differential pressure sensor and engineering calculation to obtain flow rate</li> </ul>
Condenser Water Supply Pump(s) Energy	The energy consumed by all condenser water pumps	<ul style="list-style-type: none"> <li>Continuous current measurement</li> <li>Electrical sub-meter measurement</li> <li>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.</li> </ul>
Chiller(s) Energy	The energy consumed by all chillers (chillers individually metered)	<ul style="list-style-type: none"> <li>Continuous current measurement</li> <li>Electrical sub-meter measurement</li> </ul>
Condenser Fan(s) Energy	The energy consumed by all condenser fans	<ul style="list-style-type: none"> <li>Continuous current measurement</li> <li>Electrical sub-meter measurement</li> <li>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.</li> </ul>
Outdoor Air	Outdoor air temperature and	<ul style="list-style-type: none"> <li>Shielded outdoor air temperature and</li> </ul>

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"> <li>○ Duct or plenum mounted temperature sensor</li> </ul>
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"> <li>○ Wall-mounted temperature sensor</li> </ul>
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"> <li>○ Wall-mounted temperature sensor</li> </ul>
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"> <li>○ Wall-mounted temperature sensor</li> </ul>







I/We have authority to bind the Participant.



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
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PARTICIPANT AGREEMENT NO.

#### 2. Contact Information:

NAME AND TITLE OF CONTACT

ADDRESS	CITY	ON PROVINCE	POSTAL CODE
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DAY PHONE	FAX	EMAIL
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#### 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
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#### 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):

---

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**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):

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**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.

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**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

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