

**Residential Program –
Conservation Coupon Booklet Initiative, HVAC Incentives Initiative, Appliance
Retirement Initiative, Appliance Exchange Initiative, Home Energy Assessment
Tool Initiative, Midstream Electronics Initiative, and Midstream Pool
Equipment Initiative Schedule “B-1”**

to Master CDM Program Agreement

**CONSERVATION COUPON BOOKLET INITIATIVE, HVAC INCENTIVES
INITIATIVE, APPLIANCE RETIREMENT INITIATIVE, APPLIANCE
EXCHANGE INITIATIVE, HOME ENERGY ASSESSMENT TOOL
INITIATIVE, MIDSTREAM ELECTRONICS INITIATIVE, AND MIDSTREAM
POOL EQUIPMENT INITIATIVE 2011 - 2014**

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RECITALS:

1. The Initiatives in this Schedule are the Conservation Instant Coupon Booklet Initiative, the HVAC Incentives Initiative, the Bi-Annual Retailer Event Initiative, the Appliance Retirement Initiative, the Appliance Exchange Initiative, the Home Energy Assessment Tool Initiative, the Midstream Electronics Initiative and the Midstream Pool Equipment Initiative (collectively, the “**Residential Program Initiatives**” or “**Initiatives**”).
2. The objectives of the Residential CDM Program are to encourage energy efficiency in multiple areas of the home and to empower Residential consumers to manage their energy use. In support of such objectives, each of the Residential Program Initiatives and additional terms and conditions in respect thereof are set out in Exhibit “A” to Exhibit “H” to this Schedule, and for each Residential Program Initiative, this Schedule and the Exhibit applicable to such Residential Program Initiative comprise the Initiative Schedule.
3. The LDC has Registered for the Residential CDM Program and each of the Residential Program Initiatives in this Schedule is a Registered Initiative.
4. The Parties acknowledge that continued communication and consultation are important. The OPA will use Commercially Reasonable Efforts to consult with and to keep the EDA Representative advised as to material milestones reached in the progress of implementing the Initiatives.

**ARTICLE 1
INTERPRETATION**

1.1 Definitions

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

“Appliance Exchange Initiative” means the Appliance Exchange Initiative 2011-2014, as described in this Schedule and Exhibit “E”.

“Appliance Exchange Initiative Program Evaluation Survey” means the survey attached as Exhibit “L”, to be completed and signed by a Participant of the Appliance Exchange Initiative at the time of surrender of a window air conditioner or a portable dehumidifier to a Participating Retailer.

“Appliance Retirement Initiative” means the Appliance Retirement Initiative 2011-2014, as described in this Schedule and Exhibit “D”.

“Appliance Retirement Initiative Participant Agreement” means the Participant Agreement attached as Exhibit “K”, to be completed and signed by a Participant of the Appliance Retirement Initiative at the time of the pick-up appointment, confirming, among other things, that the Participant owns the appliance or has the authority to dispose of and consents to its pick-up.

“Bi-Annual Retailer Event Initiative” means the Bi-Annual Retailer Event Initiative 2011-2014, as described in this Schedule and Exhibit “C”.

“CAC” means central air conditioning.

“Call Centre” means the call centre provided by the OPA.

“Conservation Instant Coupon Booklet Initiative” means the Conservation Instant Coupon Booklet Initiative 2011-2014, as described in this Schedule and Exhibit “A”.

“Coupons” means the paper coupons issued by the OPA from time to time in respect of Discounted Products and which can also be downloaded on-line.

“Discount” means, in respect of the Conservation Instant Coupon Booklet Initiative or the Bi-Annual Retailer Event Initiative, the incentive amount to be received by a Person and applied as a discount to the price of certain products, as such amounts are set out in the Discounted Products List.

“Discounted Product” means a product listed on the Discounted Products List under the heading “Discounted Products”.

“Discounted Products List” means a list published by the OPA setting out Discounts and Discounted Products, as contained in Exhibit “A” and Exhibit “C” as at the date hereof.

“ECM” means an electronically commutated motor.

“Eligible A/C and A/C Coil List” means a list made available by the OPA setting out eligible residential air conditioners and their corresponding air conditioner coils which qualify as an Eligible HVAC Measure.

“Eligible ECM List” means a list made available by the OPA setting out, by manufacturer, the ECM equipped furnaces which qualify as an Eligible HVAC Measure.

“Eligible Electronics Measure” means a product that satisfies the eligibility requirements set out in Exhibit “G” in respect of the Midstream Electronics Initiative.

“Eligible HVAC Measure” means a product that satisfies the eligibility requirements set out in Exhibit “B” in respect of the HVAC Incentives Initiative.

“Eligible Pool Measure” means a product that satisfies the eligibility requirements set out in Exhibit “H” in respect of the Midstream Pool Equipment Initiative.

“Eligible Retirement Appliance” means an appliance that satisfies the eligibility requirements set out in Exhibit “D” in respect of the Appliance Retirement Initiative.

“ENERGY STAR ®” means the international ENERGY STAR symbol rating as promoted and monitored by Natural Resources Canada’s Office of Energy Efficiency.

“Home Energy Assessment Tool Initiative” means the Home Energy Assessment Tool Initiative 2011-2014, as described in this Schedule and Exhibit “F”.

“HVAC” means heating, ventilation and air conditioning.

“HVAC Consumer Terms and Conditions” means the terms and conditions attached as Exhibit “J” which a Participant of the HVAC Incentives Initiative must agree to be bound by in order to participate in the HVAC Incentives Initiative.

“HVAC Contractor Orientation” means the orientation program offered by the OPA which must be completed by an HVAC contractor as a pre-requisite to entering into an agreement with the OPA for participation in the HVAC Incentives Initiative.

“HVAC Incentives Application” means an Application which has appended to it the HVAC Consumer Terms and Conditions, to be completed by a Participating HVAC Contractor and an Eligible Person in order for an Eligible Person to receive a Participant Incentive pursuant to the HVAC Incentives Initiative.

“HVAC Incentives Initiative” means the HVAC Incentives Initiative 2011-2014, as described in this Schedule and Exhibit “B”.

“Initiative” means any of the Conservation Instant Coupon Booklet Initiative, the HVAC Incentives Initiative, the Bi-Annual Retailer Event Initiative, the Appliance Retirement Initiative, the Appliance Exchange Initiative, the Home Energy Assessment Tool Initiative, the Midstream Electronics Initiative or the Midstream Pool Equipment Initiative, as applicable.

“Midstream Electronics Initiative” means the Midstream Electronics Initiative 2011-2014, as described in this Schedule and Exhibit “G”.

“Midstream Pool Equipment Initiative” means the Midstream Pool Equipment Initiative 2011-2014, as described in this Schedule and Exhibit “H”.

“Participating HVAC Contractor” means an HVAC contractor that satisfies the eligibility requirements set out in Exhibit “B”.

“Participating Pool Installer” means a pool contractor or pool retailer that has entered into an agreement with the OPA to sell and install efficient pool pump equipment of specified size, functionality and capacity in accordance with the Midstream Pool Equipment Initiative.

“Participating Retailer” means a retailer that has entered into a retailer participation agreement with the OPA.

“Recruitment Guidelines” means the guidelines developed by the OPA, as modified from time to time, to assist the LDC with its recruitment efforts by providing information to the LDC in respect of the requirements, standards, protocols and other elements applicable to the recruitment of Participating Retailers, Participating HVAC Contractors and Participating Pool Installers.

“Residential Program Initiatives” or **“Initiatives”** has the meaning provided to it in the recitals to this Schedule.

“Response Guidelines” means the guidelines developed by the OPA, as modified from time to time, providing information to the LDC in respect of the requirements, standards, protocols and other elements applicable to the Initiatives so that the LDC can respond to public inquiries relating to the Initiatives.

“Schedule” means this Residential CDM Program Initiatives Schedule, including all recitals and Exhibits attached hereto, as may be amended, restated or supplemented from time to time.

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, paragraph or exhibit refers to the article, section or paragraph 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” | - | Conservation Instant Coupon Booklet Initiative 2011-2014 |
| Exhibit “B” | - | HVAC Incentives Initiative 2011-2014 |

Exhibit "C"	-	Bi-Annual Retailer Event Initiative 2011-2014
Exhibit "D"	-	Appliance Retirement Initiative 2011-2014
Exhibit "E"	-	Appliance Exchange Initiative 2011-2014
Exhibit "F"	-	Home Energy Assessment Tool Initiative 2011-2014
Exhibit "G"	-	Midstream Electronics Initiative 2011-2014
Exhibit "H"	-	Midstream Pool Equipment Initiative 2011-2014
Exhibit "I"	-	Reporting Requirements
Exhibit "J"	-	HVAC Consumer Terms and Conditions
Exhibit "K"	-	Appliance Retirement Initiative Participant Agreement
Exhibit "L"	-	Appliance Exchange Initiative Program Evaluation Survey

ARTICLE 2

INITIATIVES IMPLEMENTATION

2.1 LDC Obligations

For the purposes of implementing the Initiatives, 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 tasks:

- (a) responding to consumer inquiries and complaints if a response is 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) in respect of the Conservation Instant Coupon Booklet Initiative:
 - (i) the LDC hereby confirms that the OPA has been provided with the LDC's logo and that such logo may be used by the OPA and its agents in connection with such Initiative, and the LDC will provide any updates thereto on a timely basis, in electronic form or otherwise; and
 - (ii) providing a link on its publicly available website to downloadable Coupons located on the OPA's publicly available website;
- (c) engaging in channel partner recruitment, including:

- (i) in respect of the Conservation Instant Coupon Booklet Initiative, the Bi-Annual Retailer Event Initiative, the Appliance Exchange Initiative, the Appliance Retirement Initiative and the Home Energy Assessment Tool Initiative, encouraging retailers in its service area to become a Participating Retailer;
 - (ii) in respect of the Appliance Retirement Initiative, the LDC may coordinate with the local municipality to arrange for bulk pick-ups at a central location of any Eligible Retirement Appliances collected by the municipality;
 - (iii) in respect of the HVAC Incentives Initiative, encouraging HVAC contractors in its service area to become Participating HVAC Contractors; and
 - (iv) in respect of the Midstream Pool Equipment Initiative, encouraging pool contractors and pool retailers in its service area who install efficient pool pump equipment to become Participating Pool Installers;
- (d) promptly advising the OPA of suspected non-compliant or problematic Participating HVAC Contractors and Participating Pool Installers;
 - (e) in respect of the Home Energy Assessment Tool Initiative, making the energy assessment tool accessible to individuals to help them understand their Residential electricity consumption in the context of time of use rates and to promote the Residential Program Initiatives; and
 - (f) in respect of the Midstream Electronics Initiative and the Midstream Pool Equipment Initiative, educating and informing the public as to the key value propositions of efficient televisions and set-top boxes, and pool pump equipment, respectively.

2.2 Initiative Summaries

For the purposes of providing the LDC with an overview of each Initiative, Exhibit “A” to “Exhibit H” are attached to this Schedule. For certainty, such summaries are for descriptive purposes only.

2.3 OPA Obligations

- (a) The OPA will perform its obligations with respect to the Residential Program Initiatives substantially as described in “Exhibit A” to “Exhibit H” attached to this Schedule.
- (b) Updating the Response Guidelines promptly to reflect recurring consumer inquiries or complaints not already contemplated therein.

- (c) The OPA will be the party designated pursuant to Section 2.4 of the Master Agreement, and will operate the Call Centre to assist with inquiries and complaints in respect of the Residential Program Initiatives. If requested by the LDC, the OPA shall provide a copy of the Residential Program Initiatives material used by the Call Centre to respond to inquiries and complaints. The OPA will develop escalation procedures for the resolution of inquiries or complaints not solved by the Call Centre. Where an escalated inquiry or complaint has been escalated to the OPA by the Call Centre, and has not been resolved through escalation to the Vice-President level at the OPA, the OPA will promptly advise the LDC as to the identity of the Person making such inquiry or complaint, the nature of the inquiry or complaint and the steps taken to date in order to resolve or address the inquiry or complaint, having regard to any confidentiality or privacy obligations.
- (d) The OPA will mail out the Coupon booklets for the Conservation Instant Coupon Booklet Initiative by unaddressed mail and will also provide extra Coupon booklets to each LDC. Downloadable Coupons will be made available on the OPA's publicly available website.
- (e) The OPA will provide to the LDC the information set out in Exhibit "I" for such LDC, provided that such disclosure of information by the OPA will not cause the OPA to violate any confidentiality or privacy obligations. Notwithstanding any other provision, any data for an identifiable retail store or data which can be reverse-engineered to determine store-specific data will not be provided.
- (f) Until the Home Energy Assessment Tool Initiative, the Midstream Electronics Initiative and the Midstream Pool Equipment Initiative are launched, the OPA will continue to communicate and consult with the EDA Representative in respect of such Initiatives' progress toward such launch.
- (g) The OPA will make available to the LDC and on the OPA's publicly available website a list of the Participating Retailers, the Participating HVAC Contractors and the Participating Pool Installers (also showing the corresponding Initiative), with such list to be updated from time to time. The OPA will, if appropriate, investigate and take appropriate corrective measures in respect of LDC reports of suspected non-compliant or problematic Participating HVAC Contractors and Participating Pool Installers.

EXHIBIT A

CONSERVATION INSTANT COUPON BOOKLET INITIATIVE 2011-2014

A. Initiative Overview

The objective of the Conservation Instant Coupon Booklet Initiative is to encourage households to purchase energy efficient products by offering discounts.

The following is the summary of the Initiative as at the date hereof:

1. Each household in Ontario (including for certainty both customers and non-customers of the LDC) will receive a Coupon booklet. The Coupons in the booklet are valid for the year in which they are mailed or as otherwise provided therein.
2. The OPA enters into arrangements with Participating Retailers to honour those Coupons. The OPA will circulate Recruitment Guidelines that will provide additional details as to the process for a retailer to become a Participating Retailer.
3. Individuals may redeem the Coupons at a Participating Retailer on purchases of Discounted Products.
4. Participating Retailers submit redeemed Coupons to the OPA for reimbursement.
5. The OPA reimburses the Participating Retailers.

B. Participant Incentives

Discounted Products

Coupons must be used in accordance with the terms and conditions stated thereon.

The following table is indicative of the types of Discounted Products as well as the amount of the Discounts applicable to each Discounted Product which will be provided under the Initiative. Eligibility criteria, the amount of the Discounts and the types of Discounted Products will be set out with greater specificity in the Coupons.

Conservation Instant Coupon Booklet Initiative - Discounted Products List

Measure Category	Discounted Product		Discounts 2011-2014
	Product	Additional Requirements	
ENERGY STAR® qualified Standard Compact Fluorescent Lights (CFLs)	ENERGY STAR® qualified spiral CFL light bulbs (3 or less)	Those CFLs that do not have additional features; standard twist CFLs in any wattage; must be ENERGY STAR qualified	\$1 (2011 only)
	ENERGY STAR® qualified spiral CFL light bulbs (multipacks of 4 or more)		\$3 (2011 only)

Measure Category	Discounted Product		Discounts 2011-2014
	Product	Additional Requirements	
ENERGY STAR® qualified Specialty CFLs	ENERGY STAR® qualified specialty CFL light bulbs single or double packs (covered, decorative, dimmable, flood, spot, globe, candelabra, tri-light, etc.)	Those CFLs that are covered, dimmable, tri-light, chandelier, spotlight, floodlight, or decorative; any type except standard CFL; must be ENERGY STAR® qualified	\$3
	ENERGY STAR® qualified specialty CFL light bulbs multipacks of 3 or more (covered, decorative, dimmable, flood, spot, globe, candelabra, tri-light, etc.)		\$5
ENERGY STAR® qualified Light Fixtures	ENERGY STAR® qualified light fixtures (indoor hard wired) with 1 or 2 sockets	Indoor, hardwired; fans may be those with or without light sockets; must be ENERGY STAR® qualified	\$3
	ENERGY STAR® qualified light fixtures (indoor hard wired) with 3 or more sockets		\$10
	ENERGY STAR® qualified ceiling fans		\$10
Lighting Control Products	Indoor Motion Sensors (hard wired)	Indoor, hardwired dimmers, timers and motion sensors	\$3 for single packages ; \$6 for packages of 2 or more
	Dimmer Switches (hard wired)		
	Indoor Timers (hard wired)		
Weatherstripping	Weatherstripping (foam or V-strip packages)	Does not include window sealing kits (shrink wrap)	\$2
	Weatherstripping (door frame kits)		\$3
Hot Water Pipe Wrap	3 pipe wraps for hot water pipes	Individual must purchase three single wraps or one package of 3 wraps to receive discount	\$0.50
Electric Water Heater Blanket	Insulation blankets for electric water heaters	For electric water heaters only	\$4
Heavy Duty Plug In Timers	Heavy-duty outdoor timers	All heavy duty outdoor plug in timers	\$4
Advanced Powerbars	Power bars with integrated timer or auto-shutoff	Must have integrated timer or auto-shutoff (smart power bar)	\$4
Clotheslines	Outdoor clothesline umbrella stands or clothesline kits	Outdoor units only; must be complete kits and not replacement parts	\$5
Baseboard Programmable Thermostats	Programmable Thermostats for electric baseboard heaters	For electric baseboards	\$10 for packages of 2 or fewer or \$30 for packages of 3 or more

EXHIBIT B

HVAC INCENTIVES INITIATIVE 2011-2014

A. Initiative Overview

The objective of the HVAC Incentives Initiative is to encourage Eligible Persons who meet the “Eligibility Requirements” (as set out in Section B of this Exhibit) to replace existing heating systems with high efficiency furnaces equipped with ECM, and to replace existing CAC systems with ENERGY STAR® qualified systems and products.

The following is the summary of the Initiative as at the date hereof:

1. The OPA enters into arrangements with HVAC suppliers and installers to become Participating HVAC Contractors. The OPA will circulate Recruitment Guidelines that will provide additional details as to the process for a contractor to become a Participating HVAC Contractor.
2. Eligible Person locates a Participating HVAC Contractor or a Participating HVAC Contractor contacts an Eligible Person.
3. Eligible Person hires the Participating HVAC Contractor to replace an existing furnace or an existing CAC system with the Eligible HVAC Measure at a location that meets the eligibility requirements set out in Section B.2 of this Exhibit.
4. Prior to installing the Eligible HVAC Measure, the Participating HVAC Contractor will provide a copy of the HVAC Consumer Terms and Conditions to the Eligible Person. The Participating Contractor completes the installation, and the Eligible Person pays the Participating HVAC Contractor.
5. The Participating HVAC Contractor fills out the HVAC Incentives Application on behalf of the Eligible Person and sends it to the e-mail address provided by the Eligible Person. If the Eligible Person wishes to complete a paper copy of the HVAC Incentives Application, the Participating HVAC Contractor will fill out a printed HVAC Incentives Application.
6. The Eligible Person reviews and verifies that the electronic or paper copy of the HVAC Incentives Application as filled out by Participating HVAC Contractor is true and correct, signs it and submits it, together with a copy of a receipt from the Participating HVAC Contractor, to the OPA.
7. The OPA receives and verifies that the HVAC Incentives Application complies with the requirements of the HVAC Incentives Initiative, and if so, pays the Participant Incentive to the Participant.

B. Eligibility Requirements

1. Eligible Person

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

- (a) not be a dealer or distributor of heating or cooling systems;
- (b) be an individual or business, and if an individual, must be at least 18 years old and for certainty need not be classified as a “Residential” customer of the LDC;
- (c) be the owner, or a tenant with the written consent of the owner, of the residence where the Eligible HVAC Measure will be installed; and
- (d) own or rent the existing furnace or existing CAC system to be replaced with the Eligible HVAC Measure(s) (if renting the existing furnace or existing CAC system, the renter must have the written consent of the owner).

2. Location

To be eligible under this Initiative, the location where the Eligible HVAC Measure(s) will be installed must:

- (a) have an Ontario address;
- (b) be connected to, or behind the meter of another electricity consumer connected to, the LDC’s Distribution System; and
- (c) be located in a building which has fewer than six self-contained residential units.

3. Eligible HVAC Measure

To be an “Eligible HVAC Measure”,

- (a) an existing CAC system must be replaced with a new CAC system that is ENERGY STAR® qualified that satisfies at least a 14.5 seasonal energy efficiency ratio (in this Exhibit, “SEER”) and 12 energy efficiency ratio (in this Exhibit, “EER”), or a 15 SEER and a 12.5 EER, as confirmed by an Eligible A/C and A/C Coil List reference number; or an existing furnace must be replaced with a new high efficiency furnace with a variable speed ECM listed on the Eligible ECM List;
- (b) the new CAC system or furnace must be purchased from and installed by a Participating HVAC Contractor;

- (c) the purchase and installation must occur between January 1, 2011 and December 31, 2014; and
- (d) the Eligible Person must submit the HVAC Incentives Application and agree to be bound by the HVAC Consumer Terms and Conditions appended thereto, post-marked by no later than February 1, or, if submitting the HVAC Incentives Application electronically, the electronic submission must occur by no later than February 1, of the year after the purchase and installation of the Eligible HVAC Measure.

4. Participating HVAC Contractor

To become a Participating HVAC Contractor, a supplier and installer of HVAC equipment must:

- (a) provide to the OPA evidence of:
 - (i) a 313A and 313D licence issued by the Ontario Ministry of Training, Colleges and Universities for each technician employed, contracted or otherwise used by the Participating HVAC Contractor;
 - (ii) a Technical Standards & Safety Authority (in this Exhibit, the “TSSA”) registration certificate;
 - (iii) a gas fitters 1 or 2, oil burner 1 or 2 technical licence issued by the TSSA for each technician employed, contracted or otherwise used by the Participating HVAC Contractor;
 - (iv) a letter of clearance from the Ontario Workplace Safety & Insurance Board (unless the Participating HVAC Contractor is a sole proprietor); and
 - (v) evidence of general liability insurance with coverage limits in the amount of at least equal to \$2 million per occurrence and automobile insurance with coverage limits of at least \$1 million per occurrence;
- (b) successfully complete the HVAC Contractor Orientation; and
- (c) must complete and enter into an HVAC contractor agreement with the OPA.

The contractor must have completed the above requirements at the time that the installation takes place.

C. Participant Incentives

The following table sets out the Eligible HVAC Measures and associated Participant Incentives pursuant to the Initiative:

Eligible HVAC Measure	Incentive 2011	Incentive 2012	Incentive 2013	Incentive 2014
ENERGY STAR® qualified CAC system with SEER 14.5 and 12 EER	\$250.00	\$250.00	\$250.00	\$250.00
ENERGY STAR® qualified CAC system with SEER 15 and 12.5 EER	\$400.00	\$400.00	\$400.00	\$400.00
High efficiency furnace equipped with a variable speed ECM	\$250.00	\$250.00	\$250.00	\$250.00

EXHIBIT C

BI-ANNUAL RETAILER EVENT INITIATIVE 2011-2014

A. Initiative Overview

The objective of the Bi-Annual Retailer Event Initiative is to provide instant point of purchase discounts to individuals at Participating Retailers for a variety of energy efficient products.

The following is the summary of the Initiative as at the date hereof:

1. The OPA enters into arrangements with Participating Retailers to promote the Discounted Products, and to post and honour related Coupons.
2. In the spring and fall of each year, Participating Retailers will make in-store instant discount Coupons available. The Coupons can be used for Discounted Products at Participating Retailers.
3. Participating Retailers submit redeemed Coupons to the OPA for reimbursement.
4. The OPA reimburses the Participating Retailers.

B. Participant Incentives

Discounted Products

Coupons must be used in accordance with the terms and conditions stated therein.

The following table is indicative of the types of Discounted Products as well as the amount of the Discounts applicable to each Discounted Product which will be provided under the Initiative. Not all products will be provided in both events. Discounted Products offered in the spring or fall events of each year may vary. Eligibility criteria, the amount of the Discount and the type of Discounted Products will be set out with greater specificity in the Coupons.

Bi-Annual Retailer Event Initiative - Discounted Products List

Measure Category	Discounted Product		Discounts 2011-2014
	Product	Additional Requirements	
ENERGY STAR® qualified Standard CFLs	ENERGY STAR® qualified spiral CFL light bulbs (3 or less)	Those CFLs that do not have additional features; standard twist CFLs in any wattage; must be ENERGY STAR® qualified	\$1 (2011 only)
	ENERGY STAR® qualified spiral CFL light bulbs (multipacks of 4 or more)		\$3 (2011 only)

Measure Category	Discounted Product		Discounts 2011-2014
	Product	Additional Requirements	
ENERGY STAR® qualified Specialty CFLs	ENERGY STAR® qualified specialty CFL light bulbs single or double packs (covered, decorative, dimmable, flood, spot, globe, candelabra, tri-light, etc.)	Those CFLs that are covered, dimmable, tri-light, chandelier, spotlight, floodlight, or decorative; any type except standard CFL; must be ENERGY STAR® qualified	\$3
	ENERGY STAR® qualified specialty CFL light bulbs multipacks of 3 or more (covered, decorative, dimmable, flood, spot, globe, candelabra, tri-light, etc.)		\$5
ENERGY STAR® qualified Light Fixtures	ENERGY STAR® qualified light fixtures (indoor hard wired) with 1 or 2 sockets	Indoor, hardwired; fans may be those with or without light sockets; must be ENERGY STAR® qualified	\$3
	ENERGY STAR® qualified light fixtures (indoor hard wired) with 3 or more sockets		\$10
	ENERGY STAR® qualified ceiling fans		\$10
Lighting Control Products	Indoor Motion Sensors (hard wired)	Indoor, hardwired dimmers, timers and motion sensors	\$3 for single packages ; \$6 for packages of 2 or more
	Dimmer Switches (hard wired)		
	Indoor Timers (hard wired)		
Weatherstripping	Weatherstripping (foam or V-strip packages)	Does not include window sealing kits (shrink wrap)	\$2
	Weatherstripping (door frame kits)		\$3
Hot Water Pipe Wrap	3 pipe wraps for hot water pipes	Individual must purchase three single wraps or one package of 3 wraps to receive discount	\$0.50
Electric Water Heater Blanket	Insulation blankets for electric water heaters	For electric water heaters only	\$4
Heavy Duty Plug In Timers	Heavy-duty outdoor timers	All heavy duty outdoor plug in timers	\$4
Advanced Powerbars	Power bars with integrated timer or auto-shutoff	Must have integrated timer or auto-shutoff (smart power bar)	\$4
Clotheslines	Outdoor clothesline umbrella stands or clothesline kits	Outdoor units only; must be complete kits and not replacement parts	\$5
Baseboard Programmable Thermostats	Programmable Thermostats for electric baseboard heaters	For electric baseboards	\$10 for packages of 2 or fewer or \$30 for packages of 3 or more

EXHIBIT D
APPLIANCE RETIREMENT INITIATIVE 2011-2014

A. Initiative Overview

The objective of the Appliance Retirement Initiative is to permanently decommission certain older, inefficient appliances located in Ontario.

The following is a summary of the three streams in the Initiative as at the date hereof: in-premises pick-up, Participating Retailer pick-up and municipal pick-up:

1. In-Premises Pick-Up Stream

- (a) Eligible Person (as defined in Section B of this Exhibit) makes an appointment, either through the OPA's website or through the Call Centre.
- (b) When the Eligible Person makes the appointment, the Eligible Person is required to provide personal information as well as information about the appliance to confirm that such Person satisfies the eligibility criteria set out below. The Eligible Person will not be able to make a booking, whether online or via the Call Centre, if such Person or the appliance does not meet the "Eligibility Requirements."
- (c) The OPA will send a pick-up and decommissioning agent. At pick-up, the technicians will confirm that the unit is inside the building, house or other premises, is in working condition and plugged into an electrical outlet, and will disable and remove the Eligible Retirement Appliance directly from such location.
- (d) The Eligible Person must enter into an Appliance Retirement Initiative Participant Agreement at the time of the pick-up appointment.

2. Participating Retailer Pick-up Stream

- (a) The OPA enters into arrangement with Participating Retailers in which the retailer organizes collection and decommissioning of Eligible Retirement Appliances.
- (b) The Participating Retailer may establish any process and terms and conditions of the appliance pick-up provided that: (i) the location, from which the Participating Retailer picked up the appliance, is connected to, or behind the meter of another electricity consumer connected to, the LDC's Distribution System; and (ii) the appliance is an Eligible Retirement Appliance.
- (c) The Participating Retailer schedules an appointment date with the appliance owner to collect the old appliance, often in conjunction with the delivery of a newly purchased appliance.

- (d) The Participating Retailer picks up and decommissions the appliance in accordance with standards prescribed by the OPA. The Participating Retailer may also pick-up the appliances from its customers and aggregate all of the collected appliances centrally at one location and have the pick-up and decommissioning agent sent by the OPA decommission the appliances.
- (e) If the Participating Retailer is having units decommissioned, the Participating Retailer will report the number of eligible units decommissioned to the OPA together with proof of decommissioning. The OPA will pay the Participating Retailer a payment per appliance picked up and decommissioned.

3. Municipal Pick-up Stream

See Section 2.1(c)(ii) of this Schedule.

B. Eligibility Requirements

1. Eligible Person and Location

To be an Eligible Person or a location from where the Eligible Retirement Appliance can be picked-up in this Initiative, the Person or location must meet the following requirements:

- (a) In-Premises Pick-Up Stream
 - (i) Eligible Person may be an individual or business, and if an individual, must be at least 18 years old. For certainty, the Eligible Person need not be classified as a “Residential” customer of the LDC.
 - (ii) Eligible Person must confirm that they own the Eligible Retirement Appliance or have the authority to dispose of the appliance:
 - (iii) The location from which an Eligible Retirement Appliance is picked up must be connected to, or behind the meter of another electricity consumer connected to, the LDC’s Distribution System.
 - (iv) Eligible Retirement Appliances must be picked up from inside a location that meets reasonable accessibility requirements specified by the OPA. Accessibility requirements may include:
 - A. the location must be easily accessible by paved roads or roads that are serviced by municipalities in winter;
 - B. locations on islands are eligible provided they are connected to the mainland by a fixed link; locations on islands that are serviced by ferries are eligible, but coordination of appointments is required to ensure pick-up efficiencies are met;

- C. have a driveway or laneway with enough room to accommodate a truck, or if a driveway or laneway is not available, suitable street access (where stopping is allowed by law);
 - D. have doorways into and within the residence that are wide enough for the appliance to be removed; and
 - E. have a path to the appliance clear and large enough to accommodate two technicians and a dolly.
- (v) Eligible Retirement Appliances can be picked up from inside Residential apartments and condominiums connected to, or behind the meter of another electricity consumer connected to, the LDC's Distribution System that meet the following requirements:
- A. driveway or laneway access with height clearance of 12' 6" (or 3.81 metres);
 - B. an elevator (preferably a padded 'service elevator') booked for the date and time of the appointment;
 - C. access to elevator/loading area; and
 - D. landlord/superintendent approval of the pick up.

(b) Participating Retailer Stream

Participating Retailers may set their own criteria for Eligible Persons provided that the location at which an Eligible Retirement Appliance is picked up from is connected to, or behind the meter of another electricity consumer connected to, the LDC's Distribution System.

(c) Municipality Stream

Municipalities may set their criteria for Eligible Persons provided that the location from which an Eligible Retirement Appliance is picked up is connected to, or behind the meter of another electricity consumer connected to, the LDC's Distribution System.

2. Eligible Retirement Appliance

- (a) To qualify as an Eligible Retirement Appliance, a refrigerator must be:
- A. at least 15 years old (for 2011 and 2012) and at least 20 years old (for 2013 and 2014);
 - B. between 10-27 cubic feet;

- C. in working condition; and
 - D. non-ammonia based.
- (b) To qualify as an Eligible Retirement Appliance, a freezer must be:
 - A. at least 15 years old (for 2011 and 2012) and at least 20 years old (for 2013 and 2014);
 - B. between 10-27 cubic feet;
 - C. in working condition; and
 - D. non-ammonia based.
- (c) To qualify as an Eligible Retirement Appliance, a window air conditioner must be in working condition and must be collected at the same time as at least one other Eligible Retirement Appliance described in paragraph (a) and (b) above. This Initiative will target window air conditioners that are 10 years old or older.
- (d) To qualify as an Eligible Retirement Appliance, a portable dehumidifier must be in working condition and must be collected at the same time as at least one other Eligible Retirement Appliance described in paragraph (a) and (b) above. This Initiative will target portable dehumidifiers that are 10 years old or older.

EXHIBIT E

APPLIANCE EXCHANGE INITIATIVE 2011-2014

A. Initiative Overview

The objective of the Appliance Exchange Initiative is to remove and permanently decommission older, inefficient window air conditioners and portable dehumidifiers (defined as Eligible Units in Section B of this Exhibit) that are in Ontario.

The following is the summary of the Initiative as at the date hereof:

1. The OPA enters into arrangement with Participating Retailers in which the retailer organizes collection of Eligible Units.
2. An individual brings their working, older window air conditioner or portable dehumidifier to a Participating Retailer.
3. The individual surrendering the window air conditioner or portable dehumidifier must complete and sign an Appliance Exchange Initiative Program Evaluation Survey at the time of surrendering the window air conditioner or portable dehumidifier.
4. The Participating Retailer will confirm that the surrendered unit is an Eligible Unit (as set out in Section B of this Exhibit) and will at the point of surrender permanently and prominently mark the window air conditioner or portable dehumidifier as surrendered and will assign a unique tracking number to each Eligible Unit surrendered.
5. The Participating Retailer will give the individual a gift card redeemable at Participating Retailers or an instant discount Coupon for each eligible surrendered unit.
6. The OPA reimburses the Participating Retailers for all gift cards issued or instant discount Coupons actually redeemed by individuals.
7. The Participating Retailer is responsible for the decommissioning of the collected units in accordance with standards prescribed by the OPA.

B. Eligibility Requirements

Eligible Units

The collected window air conditioners and portable dehumidifiers must be in working condition. This Initiative will target units that are approximately 10 years old or older. There is a limit of 5 surrendered units of each of the portable dehumidifiers or window air conditioners per person.

C. Participant Incentives

For the spring event, the Participating Retailer will provide a \$50 instant discount Coupon for a new ENERGY STAR® qualified window air conditioner or portable dehumidifier for each portable dehumidifier or window air conditioner surrendered, while the fall event will feature a \$25 retailer gift card as the incentive for each portable dehumidifier or window air conditioner surrendered.

EXHIBIT F
HOME ENERGY ASSESSMENT TOOL INITIATIVE 2011-2014

A. Initiative Overview

The objectives of the Home Energy Assessment Tool Initiative are to:

1. enable individuals to understand their Residential electricity consumption in the context of time of use rates;
2. enable individuals to manage their Residential electricity consumption; and
3. encourage individuals to purchase energy efficient equipment, to access and participate in Residential Program Initiatives for which they are eligible, and to encourage individuals to make behavioural changes which will reduce peak demand and energy consumption.

The following is the summary of the Initiative:

1. The individual may conduct a virtual energy assessment of their home.
2. The audit will provide customized recommendations, where applicable, on how energy consumption can be reduced.
3. If the individual consents to sharing the audit information with the OPA and the LDC and their respective agents, the information provided by the individual will be retained by the OPA on the Program Management System and shared with the LDC. If the individual does not consent to the sharing of any data, the OPA and the LDC will not have access to the data and the data will not be stored on the Program Management System. The individual will only be able to print out the information.

EXHIBIT G
MIDSTREAM ELECTRONICS INITIATIVE 2011-2014

A. Initiative Overview

The objective of the Midstream Electronics Initiative is to encourage retailers to promote and sell high efficiency televisions, and for distributors to distribute high efficiency set-top boxes. This will be accomplished by offering incentives to a program manager who will work with select retailers and distributors.

The OPA will pay the program manager under contract with the OPA an incentive amount for each Eligible Electronics Measure (as defined in Section B of this Exhibit) purchased or rented by an individual, or distributed to an end-user, as the case may be.

B. Eligibility Requirements

Eligible Electronics Measures

The following table sets out the eligibility criteria for Eligible Electronics Measures qualifying for incentives pursuant to the Initiative:

Measure	Eligibility Criteria
Televisions	To be set by the OPA, typically in Q1 of each year once electronics manufacturers have announced their new product line-up so that the OPA may set a standard of high efficiency.
Set-top boxes	To be set in early 2011, the measure will be high efficiency set-top boxes, with efficiency being relative to the baseline set jointly by the OPA and the successful proponents of a competitive procurement process.

C. Incentives

The following table sets out the Eligible Electronics Measures and associated incentives payable to the electronics retailer and distributor.

Measures	Incentives 2011-2014
Televisions	To be negotiated via a competitive procurement process. There is a maximum allocation amount for purposes of budgeting.
Set-top boxes	To be negotiated via a competitive procurement process. There is a maximum allocation amount for purposes of budgeting.

EXHIBIT H
MIDSTREAM POOL EQUIPMENT INITIATIVE 2011-2014

A. Initiative Overview

The objective of the Midstream Pool Equipment Initiative is to encourage Participating Pool Installers to sell and install efficient pool pump equipment for Residential in-ground pools of optimum size, functionality and capacity.

The following is the summary of the Initiative as at the date hereof:

1. The OPA enters into arrangements with pool equipment suppliers and installers to become Participating Pool Installers. The OPA will circulate Recruitment Guidelines that will provide additional details as to the process for a pool equipment supplier and installer to become a Participating Pool Installer.
2. An individual hires a Participating Pool Installer.
3. Participating Pool Installer installs the Eligible Pool Measure (as defined in Section B of this Exhibit) and is paid by the individual.
4. The Participating Pool Installer applies to the OPA for the incentive.
5. The OPA pays the Participating Pool Installer the applicable incentive for each Eligible Pool Measure (as defined in Section B of this Exhibit) installed.

B. Eligibility Requirements

1. Eligible Pool Measure

The following table sets out the eligibility criteria for Eligible Pool Measures for Residential in-ground pools only qualifying for Participant Incentives pursuant to the Initiative:

Measure	Eligibility Criteria
Pool Pumps	Single or variable speed pool pump that is smaller than currently installed pump (minimum 0.25 horsepower smaller); rating comparison is for highest operating speed

2. Additional Eligibility Criteria

- (a) The Eligible Pool Measure must be installed in a residence that is the subject of an account that is classified as a "Residential" customer of the LDC (condominiums will not be eligible).
- (b) The pool must be in-ground.

- (c) A replacement pool pump which is of the same size as the existing pool pump will not be considered an Eligible Pool Measure, regardless of efficiency.
- (d) Right-sized pumps will not qualify for an incentive under the Initiative.

C. Incentives

The following table sets out the Eligible Pool Measures and associated incentives to the Participating Pool Installer pursuant to the Initiative:

Measures	Incentives 2011-2014
Pool Pumps	\$50 (2011-2012) \$30 (2013-2014)

EXHIBIT I REPORTING REQUIREMENTS

The OPA and LDC acknowledge the importance of ongoing communication and provision of information between the OPA and the LDC and that the reporting requirements set out in this Exhibit represent the minimum reporting requirements for the Initiatives. The OPA agrees that as additional data collection and reporting functionality becomes available, or more frequent reporting becomes feasible, it will make this information available to the LDC on such basis (having regard to any confidentiality or privacy obligations).

For the purposes of this Exhibit “I”, “**Draft Allocation Methodology**” means a methodology to allocate the Province-wide unverified Electricity Savings and Peak Demand Savings estimates arising from Conservation Instant Coupon Booklet Initiative, Bi-Annual Retailer Event Initiative, Appliance Exchange Initiative, and the Midstream Electronics Initiative among the LDCs. The Draft Allocation Methodology shall be developed in accordance with Exhibit “I-1”.

Initiative	Data Required	Minimum Frequency
Conservation Instant Coupon Booklet Initiative and Bi-Annual Retailer Event Initiative	Number of Coupons mailed	Quarterly
	Number of Coupons redeemed <ul style="list-style-type: none"> • By type of product • By package size (single, two, three, etc.) • By number of units • By Initiative • By Coupon type – LDC-coded (direct result); generic code 	
	Draft Allocation Methodologies for the Conservation Instant Coupon Booklet Initiative and Bi-Annual Retailer Event Initiative	
HVAC Incentives Initiative	Participant name	Monthly*
	Number of units <ul style="list-style-type: none"> • By product type - CAC level 1; CAC level 2; Furnace • By heating fuel type of furnace • By postal code/town for service address 	
Appliance Retirement Initiative	Participant name (where available)	Monthly*
	Number of units	

Initiative	Data Required	Minimum Frequency
	<ul style="list-style-type: none"> Number of refrigerators, freezers, window air conditioners and portable dehumidifiers 	
	<ul style="list-style-type: none"> Number by location (postal code/town for service address) 	
	<ul style="list-style-type: none"> Where available, number of replacement vs. retirement (based on consumer reporting) 	
	<ul style="list-style-type: none"> Number of type of pickup - home, retailer, municipality 	
	Number of appointments	Quarterly
	<ul style="list-style-type: none"> How individual heard of initiative 	
	<ul style="list-style-type: none"> Where available, reasons for non-pick-up (cancellation, consumer not home, no access, appliance not working, will not fit through the door) 	
Appliance Exchange Initiative	Number of units turned in <ul style="list-style-type: none"> By product type (window air conditioner or portable dehumidifier) Where available, number of replacement vs. retirement (based on consumer reporting) 	Quarterly
	<ul style="list-style-type: none"> By postal code/town (where available, and having regard to confidentiality and privacy obligations) 	
	Draft Allocation Methodology for the Appliance Exchange Initiative	
Midstream Electronics Initiative	Number of units <ul style="list-style-type: none"> Number of televisions incented Number of set-top boxes incented 	Quarterly

Initiative	Data Required	Minimum Frequency
	Draft Allocation Methodology for the Midstream Electronics Initiative	
Midstream Pool Equipment Initiative	Number of right-sized pool pumps incented	Quarterly
	Postal code/town for service address	
Home Energy Assessment Tool Initiative	Number of consumers who accessed tool	Monthly*
	Number of consumers completing short version and the data input by the Participant (where Participant consent is provided)	
	Number of consumers completing long version and the data input by the Participant (where Participant consent is provided.)	
Call Centre Data	Number of calls logged by the Call Centre (call volume) by Initiative, and, if available, by type	Monthly

*Data for the month of January 2011 may be provided at a later date to accommodate Program Management System functionality requirements.

EXHIBIT I – 1
DRAFT ALLOCATION METHODOLOGY

The OPA and the LDC acknowledge that the delivery structures of the Conservation Instant Coupon Booklet Initiative, Bi-Annual Retailer Event Initiative, Appliance Exchange Initiative and the Midstream Electronics Initiative do not track some or all Electricity Savings or Peak Demand Savings by LDC.

The OPA will develop the Draft Allocation Methodology for the above mentioned Initiatives with the EDA Representative, provided that if by March 31, 2011, the Draft Allocation Methodology has not been finalized the OPA shall, acting reasonably and in good faith, finalize the Draft Allocation Methodology.

EXHIBIT J

HVAC CONSUMER TERMS AND CONDITIONS

You, the participant, must review and agree to the following terms and conditions (the "**Terms and Conditions**") for the Heating, Ventilation and Air-Conditioning ("**HVAC**") Incentives Initiative (the "**Initiative**");

1. Eligibility Requirements

(a) Who is eligible:

To be eligible for the Initiative:

- (i) you must be an individual or business, and if an individual, must be at least 18 years of age or older;
- (ii) you must not be a dealer or distributor of heating or cooling systems;
- (iii) you must own or rent the existing furnace or existing central air conditioning system (a "**CAC System**") to be replaced with the Eligible HVAC Measure(s) (as such term is defined below), and if you are the renter, you must have the written consent of the owner;
- (iv) you must be the owner, or a tenant with the written consent of the owner, of the location where the Eligible HVAC Measure(s) will be installed (the "**Location**");
- (v) the Location must have an Ontario address;
- (vi) the Location must be connected to, or be behind the meter of another electricity consumer connected to, your local distributions company's (each, an "**LDC**") distribution system; and
- (vii) the Location must be in a building which has fewer than six self-contained residential units.

(b) Furnace Replacement Incentive:

To be eligible for a furnace replacement incentive of \$250, you must:

- (i) satisfy all of the eligibility requirements listed in Section 1(a) above;
- (ii) replace your existing furnace with a high efficiency furnace listed on the "Eligible ECM List" (ask your HVAC contractor participating in the Initiative (each, a "**Participating HVAC Contractor**") for a copy of such list or you may find a copy at www.hraihandcincentive.ca); and
- (iii) purchase the eligible furnace from and have it installed by a Participating HVAC Contractor between January 1, 2011 and December 31, 2014.

(c) CAC System Replacement Incentive of \$250:

To be eligible for a CAC System replacement incentive of \$250, you must:

- (i) satisfy all of the eligibility requirements listed in Section 1(a) above;
- (ii) replace your existing CAC System with an ENERGY STAR® CAC System that satisfies at least a 14.5 seasonal energy efficiency ratio ("**SEER**") and a 12 energy efficiency ratio ("**EER**") confirmed by an Air-Conditioning, Heating and Refrigeration Institute ("**AHRI**") reference number. (Reference numbers are made available by your Participating HVAC Contractor or at <http://www.ahridirectory.org/ahriDirectory/pages/home.aspx>;) and

- (iii) purchase the eligible CAC System from and have it installed by a Participating HVAC Contractor between January 1, 2011 and December 31, 2014.
- (d) CAC System Replacement Incentive of \$400:
To be eligible for a CAC System replacement incentive of \$400, you must:
 - (i) satisfy all of the eligibility requirements listed in Section 1(a) above;
 - (ii) replace your existing CAC System that with an ENERGY STAR® CAC System that satisfies at least a 15 SEER and a 12.5 EER confirmed by an AHRI reference number. (Reference numbers are made available by your Participating HVAC Contractor or at <http://www.ahridirectory.org/ahriDirectory/pages/home.aspx>;) and
 - (iii) purchase the eligible CAC System from and have it installed by a Participating HVAC Contractor between January 1, 2011 and December 31, 2014.
- (e) For certainty, you may be eligible for one of the incentives set out in Section 1(c) or 1(d) if you meet all of the eligibility requirements set out therein, but not both of such incentives in respect of the same CAC System.

Furnaces or CAC Systems that meet the above related requirements are hereinafter referred to as **"Eligible HVAC Measures"**. YOU ARE RESPONSIBLE FOR ENSURING THAT YOU, YOUR LOCATION OR BUSINESS AND THE EQUIPMENT YOU PURCHASE FOR INSTALLATION SATISFY ALL OF THE ELIGIBILITY REQUIREMENTS. IF ANY ELIGIBILITY REQUIREMENTS ARE NOT MET, YOUR INCENTIVE APPLICATION WILL BE REJECTED OR YOU MAY BE REQUIRED TO REPAY ANY AMOUNTS YOU RECEIVE UNDER THE INITIATIVE.

By applying for the Initiative, you represent and warrant that you have met the above related eligibility requirements.

2. No OPA or LDC Endorsement

You agree that you have independently selected your Participating HVAC Contractor and have done all things that are appropriate to assess your Participating HVAC Contractor's suitability and qualifications. You have properly contracted for the services and products required, including where appropriate, seeking legal advice.

YOU AGREE AND ACKNOWLEDGE THAT THE OPA AND YOUR LDC AND THEIR RESPECTIVE AFFILIATES, EMPLOYEES, AGENTS, OFFICERS, DIRECTORS, SERVICE PROVIDERS OR HEIRS OR ASSIGNS (COLLECTIVELY, "INITIATIVE OPERATORS") MAKE NO REPRESENTATIONS, WARRANTIES OR CONDITIONS, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, ABOUT THE INITIATIVE, NOR DO THEY ENDORSE ANY PARTICIPATING HVAC CONTRACTOR PARTICIPATING IN THE INITIATIVE AND MAKE NO REPRESENTATIONS, WARRANTIES OR GUARANTEES AS TO, AND ASSUME NO RESPONSIBILITY FOR, THE CONDUCT, PRODUCTS OR SERVICES OF, OR PROVIDED BY, OR ANY DIRECT, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES, COSTS OR LOSSES, CLAIMS OR LIABILITIES ARISING AS A RESULT OF, ANY PARTICIPATING HVAC CONTRACTOR OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY ACT OR OMISSIONS OF ANY INITIATIVE OPERATOR.

ALL IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, MERCHANTABLE QUALITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR OTHERWISE ARE HEREBY DISCLAIMED.

3. Incentive Submission Information

Your Participating HVAC Contractor will fill out your incentive application on-line, however, it is your responsibility to submit your incentive application to the OPA. If you provide your e-mail address, you will receive an e-mail asking you to review the information and confirm that the information set out in

the incentive application is correct. If you do not provide your e-mail address, your Participating HVAC Contractor will provide you with a paper copy. You must confirm that the information set out in the incentive application is correct, and you must mail or fax the incentive application to the OPA at the address set out below.

Please verify the incentive application information carefully. You may change only your contact details on-line at **[TO BE PROVIDED BY THE OPA]**. Any other information (including your name) in the incentive application can be changed only by contacting the OPA at 1-877-797-9473.

Whether your incentive application is submitted on-line or by mail, you must also mail, fax or e-mail in a copy of your proof of purchase (e.g., a copy of the Participating HVAC Contractor's invoice), which such proof of purchase will show: the Participating HVAC Contractor's name, the Ontario address at which the Eligible HVAC Measure was installed, the date of installation, your name, the description, model number and serial number (where applicable) of the Eligible HVAC Measure, the AHRI reference number, if applicable, and the full amount actually paid by you for the Eligible HVAC Measure and installation thereof, all of which must be clearly legible to be valid.

If you submit your incentive application by mail, you should submit your proof of purchase in the same envelope.

You should keep the original invoice(s) provided to you by the Participating HVAC Contractor in case you need warranty service. Any documentation submitted to the OPA or its agents will not be returned.

Paper incentive applications and copies of proof of purchase must be sent to PO Box 10099, Winona, ON, L8E 5R1.

By applying for the Initiative incentive, you represent and warrant to the OPA that:

- (a) you *bona fide* purchased the Eligible HVAC Measure for installation at the price stated on the proof of purchase for end-use at the Location;
- (b) you have submitted only one incentive application for the Eligible HVAC Measure;
- (c) you comply with all of these Terms and Conditions; and
- (d) all information contained in your incentive application is complete, true and accurate.

You are responsible for ensuring that your incentive application and proof of purchase is post-marked, or ensuring in the case of an on-line incentive application it is submitted on-line, no later than February 1 of the year after the purchase and installation of the Eligible HVAC Measure. Incentive applications received after that time will not be accepted. The OPA is not responsible for lost, late, or misdirected incentive applications or proofs of purchase.

4. Incentive Payment

The Initiative incentives will be issued in the form of a cheque payable in Canadian funds to the participant named in the incentive application and mailed to the address stated therein. Incentive cheques must be cashed within 6 months of issuance. **PLEASE ALLOW 4-8 WEEKS FOR DELIVERY from the date you submit your proof of purchase.**

You may check the status of your incentive application on-line at **[TO BE PROVIDED BY THE OPA]** or by calling the OPA call centre at 1-877-797-9473.

5. Disclosure; Consent To Use Information

You hereby consent to the collection, use, disclosure and other handling of any information provided by you to the Initiative Operators including personal information (the "**Participant Information**") by the Initiative Operators for purposes relating to the operation, administration or assessment of the Initiative or these Terms and Conditions, and in connection with any reporting activities relating to the Initiative, which such use will include, without limitation: (i) sharing of Participant Information among the Initiative Operators; (ii) use by the Initiative Operators of the Participant Information provided by you to conduct, analyze and report on the results of the Initiative and 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. You also agree that the Initiative Operators may provide access to your incentive application to your Participating HVAC Contractor to verify your incentive submission or to process your incentive application. You hereby acknowledge that the Participant Information may be accessible to third parties under the *Freedom of Information and Protection of Privacy Act* (Ontario) or the *Municipal Freedom of Information and Protection of Privacy Act* (Ontario). Please see the OPA's Privacy Policy located at powerauthority.on.ca.

6. Notice

Any misrepresentation, failure to meet the eligibility criteria set out in Section 1 or other requirements set out herein or other breach of these Terms and Conditions, or submission of multiple incentive claims or any other fraud will void your participation in the Initiative and you will be required to repay any amounts received under the Initiative. This offer cannot be combined with any other offer.

All claims are subject to review and approval by OPA or its agent. Late, non-compliant, improperly submitted or incomplete incentive claims, as determined by the OPA at its sole discretion, will be rejected.

The OPA reserves the right to cancel the Initiative at any time at its sole discretion. Incentive submissions for services performed during the term of the Initiative prior to the date of such cancellation and submitted within 30 days after cancellation of the Initiative will be honoured.

7. Environmental Attributes

You agree that 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 for which an Initiative incentive has been paid, and the right to quantify and register these, including 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 by you to, or to the extent transfer or assignment is not permitted, held in trust for, the OPA and its successors and assigns. The OPA will be entitled, unilaterally and without your consent, to deal with such Environmental Attributes in any manner it determines.

8. Indemnity

You will indemnify and save harmless each of the Initiative 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 or any other matter contemplated by these Terms and Conditions.

9. Evaluation, Monitoring and Verification; Audit

You represent, warrant and covenant that you will participate in any follow up surveys, studies, audits, evaluations or verifications conducted by the Initiative Operators in connection with the Initiative, including for the purpose of proper administration, monitoring and verification of these Terms and Conditions or evaluation of the Initiative, and will provide to the Initiative Operators reasonable access to your records and premises for such purposes.

10. Miscellaneous

Except as otherwise provided, these Terms and Conditions constitute the entire agreement between you and the OPA 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 these Terms and Conditions. These Terms and Conditions may not be varied, amended or supplemented except by an agreement in writing signed by both you and the OPA. These Terms and Conditions will be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein. These Terms and Conditions will enure to the benefit of and be binding upon you and the OPA and the respective successors and permitted assigns of you and the OPA. These Terms and Conditions will not be

assigned by you to another person. You will, from time to time, on written request by OPA, 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 these Terms and Conditions. The invalidity, unenforceability or illegality of any provision in these Terms and Conditions will not, to the extent permitted by applicable law, affect the validity, enforceability or legality of any other provision of these Terms and Conditions, 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 these Terms and Conditions. The terms "hereof", "hereunder", and similar expressions refer to these Terms and Conditions and not to any particular Section or other part of these Terms and Conditions. Unless otherwise indicated, any reference in these Terms and Conditions to a Section refers to the specified section of these Terms and Conditions. The word "including" means "including without limitation", and the words "include" and "includes" have a corresponding meaning.

11. Third Party Beneficiaries.

Except as provided in Sections 2, 5, 8 and 9, these Terms and Conditions are solely for the benefit of:

- (a) the OPA, and its successors and assigns, with respect to your obligations under these Terms and Conditions, and
- (b) you and your successors with respect to the obligations of the OPA under these Terms and Conditions;

and these Terms and Conditions will not be deemed to confer upon or give to any other person any claim or other right or remedy. You appoint the OPA as the trustee for the LDC and the other Initiative Operators of the applicable provisions set out in these Terms and Conditions, including Sections 2, 5, 8 and 9.

EXHIBIT K

APPLIANCE RETIREMENT INITIATIVE PARTICIPANT AGREEMENT

PARTICIPANT INFORMATION:

Participant's Name: _____ (the "**Participant**")

Booking Number: _____

Address: _____ (the "**Participant Address**")

Units to be collected: _____ (the "**Collected Unit(s)**")

City: _____ Postal Code: _____ Phone: _____

The Ontario Power Authority (the "**OPA**") collects refrigerators, freezers, window air conditioners and portable dehumidifiers pursuant to the terms of this Agreement and pursuant to the Appliance Retirement Initiative (the "**Initiative**"). In consideration of the collection of the Collected Unit(s) by the pick-up agent, the Participant agrees to the following terms and conditions by signing on the reverse side:

(Reverse side)

1. The Participant is a business or an individual. The person signing this Agreement is an individual 18 years or older and is the owner of the Collected Unit(s), or has the authority to dispose of the Collected Unit(s).
2. The Participant authorizes the OPA to remove the Collected Unit(s) from the Participant Address.
3. The Participant confirms that the collected refrigerator or freezer is fifteen years of age or older, in working condition and between 10-27 cubic feet. If a portable dehumidifier or window air conditioner is also collected, the Participant confirms that the portable dehumidifier or window air conditioner is ten years of age or older and in working condition.
4. The Participant agrees and acknowledges that: (i) the energy cost savings and other benefits described in connection with this Initiative are based on estimates, and actual results may differ; (ii) neither the local distribution company ("**LDC**"), the OPA, the retailer, the municipality or the pick-up agent, nor their respective affiliates, employees, agents, officers, directors, service providers or heirs or assigns (collectively, the "**Program Operators**") will be liable for any direct, indirect, special or consequential damages, costs or losses arising from the removal of the Collected Unit(s) or any matter related thereto, including without limitation any acts or omissions of any Program Operator; and (iii) a replacement unit or other incentive will not be provided to the Participant to replace the Collected Unit(s).
5. If the Collected Unit(s) contains SO₂, the Participant agrees and acknowledges that such appliances are particularly susceptible to rupturing. The Participant has considered this additional risk of the Collected Unit(s) rupturing in the Participant's home or business, and still wishes the Collected Unit(s) to be removed. The Participant accepts the additional risk, and agrees that if the Collected Unit(s) ruptures, the Program Operators will not be liable for any damages, losses or consequences, whether direct or indirect.

6. The Participant represents, warrants and covenants that 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.
7. The Participant hereby consents to the collection, use, disclosure and other handling of any information provided by the Participant to the Program Operators, including personal information and records showing historical energy use and consumption ("**Participant Information**") by the Program Operators for purposes relating to the operation, administration or assessment of the Initiative, and in connection with any reporting activities relating to the Initiative, which such use will 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 the Initiative and to conduct 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. The Participant hereby acknowledges that the Participant Information may be accessible to third parties under the *Freedom of Information and Protection of Privacy Act* (Ontario) or the *Municipal Freedom of Information and Protection of Privacy Act* (Ontario).
8. The Participant transfers and assigns to the OPA, unconditionally and absolutely, all of its 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 this Initiative, 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**"). The OPA will be entitled, unilaterally and without the consent of the Participant, to deal with Environmental Attributes in any manner it determines, regardless of whether any consideration is being received by the Participant.
9. Except as provided in Sections 4, 5, 6 and 7, this Agreement is solely for the benefit of:
 - (a) the OPA, and its successors and assigns, with respect to the Participant's obligations under this Agreement, and
 - (b) the Participant, and its successors 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. The Participant appoints the OPA as the trustee for the LDC and the other Program Operators of the applicable provisions set out in this Agreement, including Sections 4, 5, 6 and 7.

By signing below, you agree to and acknowledge all of the above terms and conditions, and that the Collected Unit(s) have been satisfactorily collected.

Participant's Name: _____ (please print)

Per: _____
Signature

Date: _____

EXHIBIT L
APPLIANCE EXCHANGE INITIATIVE PROGRAM EVALUATION SURVEY

Number of unit recycled today

- Window Air Conditioner
 Portable Dehumidifier

A. What is your home postal code? _____

What is the name of your local electric utility? _____

B. Does your household pay an electricity bill?

Yes ☐ No ☐

C. Do you consider the appliance you recycled today to be in working condition?

Yes ☐ No ☐

D. Did you plan to dispose of your existing window air conditioner or portable dehumidifier before hearing about this event?

Yes ☐ No ☐

E. Why did you decide to dispose of it?

- ☐ It was broken
- ☐ I never used it
- ☐ I wanted a more energy efficient model
- ☐ I had central air conditioning installed
- ☐ I moved to a new house or apartment
- ☐ I wanted lower energy bills
- ☐ Other (write in) _____

F. Why did you participate in the event?

- ☐ To receive an incentive upon exchange
- ☐ Convenient place to drop off old unit
- ☐ Couldn't get anyone to take the old unit
- ☐ To support electricity conservation efforts
- ☐ Did not know how else to dispose of unit
- ☐ Other (write in) _____

G. Do you plan on replacing the appliance?

- ☐ Yes, with a new unit
- ☐ Yes, with a used unit
- ☐ No
- ☐ Undecided/don't know

H. How do you plan to spend the Retailer gift card (Fall only) you received by participating in the event?

- ☐ Purchase a replacement window air conditioner or portable dehumidifier
- ☐ Purchase a different home appliance
- ☐ Purchase general household items
- ☐ Save it for a future purchase
- ☐ Other (Write in) _____

Store #: _____ (the Retailer staff to fill out)
Name: _____
Phone Number: () _____
Email Address: _____
Appliance Retired: _____

☐ Window Air Conditioner

☐ Portable Dehumidifier

I consent to the collection, use, disclosure and other handling of any information I have provided, including my personal information ("**Participant Information**") by any local distribution company, the Ontario Power Authority, [**the Retailer Name**] or their respective affiliates, employees, agents, officers, directors, service providers or heirs or assigns (collectively, the "**Program Operators**") for purposes relating to the operation, administration or assessment of the Appliance Exchange Initiative (the "**Initiative**"), and in connection with any reporting activities relating to the Initiative, which such use will include, without limitation: (i) sharing of Participant Information among the Program Operators; (ii) use by the Program Operators of the Participant Information to conduct, analyze and report on the results of the Initiative and to conduct 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. I hereby acknowledge that the Participant Information may be accessible to third parties under the *Freedom of Information and Protection of Privacy Act* (Ontario) or the *Municipal Freedom of Information and Protection of Privacy Act* (Ontario).

I consent to being contacted by telephone for follow up surveys regarding the Initiative.

Per: _____ Date: _____ Signature

**Residential Program –
Residential New Construction and Major Renovation Initiative Schedule “B-2”**

to Master CDM Program Agreement

**RESIDENTIAL NEW CONSTRUCTION AND MAJOR RENOVATION INITIATIVE
2011 – 2014**

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**Residential Program –
Residential New Construction and Major Renovation Initiative Schedule “B-2”
to Master CDM Program Agreement**

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

RECITALS:

1. The Initiative in this Schedule is the Residential New Construction and Major Renovation Initiative (the “**Initiative**”), and this Schedule is an Initiative Schedule.
2. The LDC has Registered for the Program and the Initiative is a Registered Initiative.
3. The Initiative provides for Incentives to Participants for the purpose of promoting the construction of energy efficient residential homes in the Province of Ontario.
4. To accomplish this objective, the Initiative will provide Participants with Incentives with respect to the following Measures:
 - (a) Eligible Prescriptive Measures;
 - (b) Eligible Custom Measures; and
 - (c) Eligible Performance Based Measures.
5. The LDC, through its relationship with Eligible Home Builders, will have the ability to encourage and assist such Eligible Home Builders to undertake such Measures and apply for Incentives.

**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:

“**Additional Eligibility Criteria**” means the requirements set out in Exhibit “A” under the heading “Additional Eligibility Criteria”.

“**Application Approval Requirements**” means the requirements set out in Exhibit “B”.

“**Approved Custom Measure Costs**” means the aggregate costs, without duplication, for machinery, equipment, parts, fixtures and accessories and appurtenances, but specifically excluding

any related labour costs, with respect to the installation of any of the foregoing, as applicable, excluding applicable HST, in each case, directly related to the procurement and installation, implementation or undertaking and completion, as the case may be, of the Eligible Custom Measures relating to a Project Address, and as set out in the Approved Final Application with respect to the Custom Component.

“Approved Final Application” means a Final Application that has been reviewed and approved, on a final basis, by the LDC pursuant to Section 3.3.

“Approved Preliminary Application” means a Preliminary Application that has been reviewed and approved, on a preliminary basis, by the LDC pursuant to 3.2.

“Custom Component” means the component of the Initiative that provides Custom Incentives to Participants who install, implement or undertake and complete eligible custom Measures in Eligible Projects that satisfy the applicable Application Approval Requirements, including such requirements described in Section B(viii) of Exhibit “B”.

“Custom Incentive” has the meaning given to it in Section 4.2(b).

“Custom Measure Payment Maximum” means 50% of the Approved Custom Measure Costs.

“Eligibility Criteria” has the meaning given to it in Section A of Exhibit “B”.

“Eligible Custom Measure” means a Measure, installed, implemented or undertaken and completed by a Participant in respect of an Eligible Project that is listed on the Eligible Measures and Incentives List under the heading “Eligible Custom Measures”.

“Eligible Home Builder” means a home builder or renovator who satisfies all of the Home Builder Eligibility Criteria.

“Eligible Measures” means, collectively, the Eligible Prescriptive Measures, the Eligible Custom Measures and the Eligible Performance Based Measures.

“Eligible Measures and Incentives List” means the list maintained by the OPA that sets out, among other things, (i) the Eligible Prescriptive Measures, the Eligible Performance Based Measures and the Eligible Custom Measures, and (ii) the corresponding Listed Incentives; which list, as of the Effective Date, is as set forth in Exhibit “C”.

“Eligible Performance Based Measure” means a Measure, installed, implemented or undertaken and completed by a Participant in respect of an Eligible Project that is listed on the Eligible Measures and Incentives List under the heading “Eligible Performance Based Measures”.

“Eligible Prescriptive Measure” means a Measure, installed, implemented or undertaken and completed by a Participant in respect of an Eligible Project that is listed on the Eligible Measures and Incentives List under the heading “Eligible Prescriptive Measures”.

“Eligible Project” means a project that satisfies all of the Project Eligibility Criteria.

“EnerGuide Energy Efficiency Rating” means the rating assigned pursuant to the “EnerGuide Energy Efficiency Evaluation Report” signed by a qualified energy advisor confirming a rating for the subject home.

“Final Application” means a final application (the form of which is attached hereto as Exhibit “D”), as may be amended, that has been submitted by the Eligible Home Builder for approval, on a final basis, by the LDC.

“Home Builder Eligibility Criteria” means the criteria set out in Exhibit “A” under the heading “Home Builder Eligibility Criteria”.

“Incentive Payment” means a Prescriptive Incentive, Performance Based Incentive and/or Custom Incentive payable by the OPA on behalf of the LDC pursuant to an Approved Final Application.

“Incentives” means, collectively, the Prescriptive Incentives, the Custom Incentives and the Performance Based Incentives.

“Initiative” has the meaning given to it on the first page hereof.

“Listed Incentive” means any of the amounts listed in the Eligible Measures and Incentives List under the heading “Listed Incentives”.

“Ontario Building Code” means the “building code” as defined in the *Building Code Act, 1992* (Ontario).

“Participant” means an Eligible Home Builder who has (i) submitted a Final Application, including supporting documentation, which has been approved as a Final Approved Application; (ii) agreed to the terms and conditions in the Participant Agreement, and (iii) satisfied the applicable Eligibility Criteria.

“Performance Based Component” means the component of the Initiative that provides Performance Based Incentives to Participants who achieve an Eligible Performance Based Measure in an Eligible Project that satisfy the applicable Application Approval Requirements, including such requirements described in Section B(vii) of Exhibit “B”.

“Performance Based Incentive” has the meaning given to it in Section 4.2(c).

“Preliminary Application” means a preliminary Application (the form of which is attached hereto at Exhibit D) that has been submitted by the Eligible Home Builder for approval, on a preliminary basis, by the LDC.

“Prescriptive Component” means the component of the Initiative that provides Prescriptive Incentives to Participants who install, implement or undertake and complete Eligible Prescriptive Measures in Eligible Projects that satisfy the applicable Application Approval Requirements, including such requirements described in Section B(vi) of Exhibit “B”.

“Prescriptive Incentive” has the meaning given to it in Section 4.2(a).

“Program” means the Residential CDM Program.

“Project Address” means the municipal address of an Eligible Project.

“Project Eligibility Criteria” means the applicable criteria set out in Exhibit “A” under the heading “Project Eligibility Criteria”.

“Resource Planning Tool” means a spreadsheet made available by the OPA that, among other things, calculates projects associated with the implementation of CDM Programs for demand savings, energy savings and cost effectiveness tests.

“Schedule” means this Residential 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.

“TRC” has the meaning given to it in Section 3.3(e).

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 Requirements
Exhibit “B”	-	Application Approval Requirements
Exhibit “C”	-	Eligible Measures and Incentives List (as of Effective Date)
Exhibit “D”	-	Form of Preliminary Application/Final Application and Participant Agreement

ARTICLE 2 INITIATIVE IMPLEMENTATION

2.1 LDC General Responsibilities

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 tasks:

Marketing

- (a) identifying and recruiting home builders or renovators carrying on business in its service area that may qualify as Eligible Home Builders;
- (b) informing home builders and renovators about training opportunities that may be made available by the OPA from time to time;

Eligible Home Builder Relationship

- (c) being primarily responsible for interaction with the public and Eligible Home Builders in the LDC's service area in respect of the Initiative;
- (d) implementing a communications protocol to assist with inquiries and complaints in respect of the Initiative;
- (e) assisting Eligible Home Builders with any Applications;
- (f) promptly notifying the OPA in the event the LDC determines that an Application has been submitted by an Eligible Home Builder outside of its service area, in order that such Application may be re-directed to the appropriate Local Distribution Company; and

Provision of Information

- (g) the LDC will provide the following to the OPA:
 - (i) quarterly, the results of any site visit or other follow-up surveys, studies, audits, evaluations or verifications conducted by the LDC and/or its Representatives in connection with the Initiative; and
 - (ii) unless the information is otherwise available on the Program Management System, data from all Applications (including, Preliminary Applications, Approved Preliminary Applications, Final Applications and Approved Final Applications) and all supporting documentation submitted by the Eligible Home Builder in connection therewith, including, on a monthly basis, the following aggregate number of:
 - A. Eligible Home Builders who submitted Applications, broken down by (1) Approved Preliminary Applications and Approved Final Applications; and (2) Applications related to individual homes and Applications related to multi-home developments;
 - B. Eligible Prescriptive Measures set out in Applications, broken down by (1) Approved Preliminary Applications and Approved Final Applications; and (2) category of such Eligible Prescriptive Measures as noted in Exhibit "C";

- C. Eligible Performance Based Measures set out in Applications, broken down by (1) Approved Preliminary Applications and Approved Final Applications; and (2) category of such Eligible Performance Based Measures (i.e., EnerGuide Energy Efficiency Rating of 83 or 84, or EnerGuide Energy Efficiency Rating of 85 or higher); and
- D. Eligible Custom Measures set out in Applications, broken down by (1) Approved Preliminary Applications and Approved Final Applications; and (2) category and specific type of such Eligible Custom Measures.

2.2 OPA Responsibilities

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 tasks:

General

- (a) determining the list of Eligible Measures and the corresponding Incentives;
- (b) maintaining the Resource Planning Tool for use in the assessment of proposed Eligible Custom Measures;

Incentive Payments

- (c) paying Incentive Payments directly to Participants, on behalf of the LDC, based on the Approved Final Applications within 60 days after receiving a direction from the LDC to pay such Participants; and
- (d) advising the LDC that Incentive Payments have been made.

ARTICLE 3 APPLICATION

3.1 General Application Process

- (a) The LDC acknowledges and agrees with the OPA that:
 - (i) all Participant Agreements entered into between the LDC and the Participant create a contractual relationship between the LDC and the Participant, and not between the OPA and the Participant; and
 - (ii) the LDC bears all risks associated with approving any Applications that do not satisfy all of the applicable requirements set out herein, including the applicable Application Approval Requirements and the applicable Eligibility Criteria.

- (b) If any Application satisfies the applicable Application Approval Requirements, including the applicable Eligibility Criteria, the LDC may approve the Application, subject to the OPA's right to reverse the LDC's decision to approve a Preliminary Application upon reasonable grounds. Such Application Approval Requirements and Eligibility Criteria of the Initiative with respect to an otherwise ineligible project or activity can only be waived by prior written permission of the OPA to the LDC.
- (c) Subject to Program Management System functionality availability, the LDC will accept Applications per building or per site provided the Eligible Home Builder has obtained, subject to Section 3.3(g), a building permit, as set out in the Project Eligibility Criteria.
- (d) The LDC will ensure that Eligible Home Builders agree to participate in and provide access to their buildings/premises for any follow-up surveys, studies, audits, evaluations or verifications, including pursuant to Section 5.1, conducted by the LDC, the OPA and/or their respective Representatives in connection with the Initiative at least 30 days prior to occupancy as set out in Section 3.3(j) and Section 1(e) of Exhibit "A".
- (e) The LDC will ensure that Eligible Home Builders do not submit more than one claim for the same Incentive (whether through one or more Applications) for each specifically-identified Eligible Measure installed, implemented or undertaken and completed at each Project Address.

3.2 Preliminary Application Process

- (a) Upon receipt thereof, the LDC will review the Preliminary Applications (including, in the case of the Custom Component, the evidence in support thereof) submitted by Eligible Home Builders to the LDC to determine whether each such Preliminary Application satisfies the applicable Application Approval Requirements, including the applicable Eligibility Criteria.
- (b) With respect to each such submitted Preliminary Application, the LDC will approve only those Preliminary Applications that satisfy the applicable Application Approval Requirements, including the applicable Eligibility Criteria.
- (c) Within 14 days of the LDC's initial receipt of each such submitted Preliminary Application, the LDC will complete its review thereof and will communicate to the Eligible Home Builder the acceptance or rejection of such Preliminary Application, and in which latter case, the LDC will also communicate the reasons for rejecting such Preliminary Application. In the event of acceptance, such accepted Preliminary Application will be an Approved Preliminary Application. In the event of rejection, the LDC may allow the Eligible Home Builder a reasonable period of time to re-submit a revised Preliminary Application to address the deficiencies of such Preliminary Application, provided that such revised Preliminary Application will be subject to the terms and conditions of the Initiative in effect at the time of the re-submission.

3.3 Final Application Process

- (a) After the installation, implementation or undertaking and completion of each Eligible Project in accordance with the applicable Application Approval Requirements, upon receipt thereof, the LDC will review each Final Application (including the evidence in support thereof) submitted by Eligible Home Builders to the LDC to confirm that it satisfies the applicable Application Approval Requirements, including the applicable Eligibility Criteria, and that it lists the same Measures as in the Approved Preliminary Application.
- (b) With respect to each such submitted Final Application, the LDC will approve only those Final Applications that continue to (i) describe the same types of Eligible Measures as described in the related Approved Preliminary Application (for greater certainty, the quantities described in such Final Application may differ from those described in such Approved Preliminary Application); and (ii) satisfy the applicable Application Approval Requirements, including the applicable Eligibility Criteria.
- (c) With respect to the Prescriptive Component, the LDC will (i) review and approve all receipt(s) submitted by each Eligible Home Builder as evidence of the purchase of the Eligible Prescriptive Measure(s); and (ii) confirm that such receipt(s) corresponds to the Eligible Prescriptive Measure(s) described in the related Final Application; and will only approve those Final Applications that satisfy such supporting evidence requirements.
- (d) With respect to the Performance Based Component, the LDC will (i) review and confirm that each Eligible Home Builder has submitted a copy of the "EnerGuide Energy Efficiency Evaluation Report" signed by a qualified energy advisor confirming a final rating for the subject home of 83 or higher performance rating, which in turn confirms the proposed Eligible Performance Based Measure applied for in the Eligible Home Builder's Final Application; and (ii) confirm that such report corresponds to the Eligible Performance Based Measure(s) described in the related Final Application, provided, however, that it will be acceptable if the performance rating identified in the Approved Preliminary Application and the Final Application differ, provided that the subject home qualifies for a performance rating of 83 or higher; and will only approve those Final Applications that satisfy such supporting evidence requirements.
- (e) With respect to the Custom Component, the LDC will (i) review and approve all receipt(s) submitted by each Eligible Home Builder as evidence of the purchase of the Eligible Custom Measure(s); (ii) confirm that such receipt(s) corresponds to the Eligible Custom Measure(s) described in the related Final Application; and (iii) to the extent any of the initial assumptions in the Final Application have changed from those described in the Approved Preliminary Application, re-apply the Resource Planning Tool to the Eligible Custom Measure(s) and review the resulting new TRC test results based on the manufacturer product specifications from the equipment for kWh and kW consumption and ensure that the new Total Resource Cost ("TRC")

test is still positive and achieves a minimum of 1.0; and will only approve those Final Applications that satisfy such supporting evidence requirements.

- (f) Subject to Section 3.3(g), within 30 days of the LDC's initial receipt of each such submitted Final Application, the LDC will complete its review thereof and will communicate to the Eligible Home Builder the acceptance or rejection thereof, and, in which latter case, the LDC will also communicate the reasons for rejecting such Final Application. In the event of rejection, the LDC may allow the Eligible Home Builder a reasonable period of time to re-submit a revised Final Application to address the deficiencies of such Final Application, provided that such revised Final Application will be subject to the terms and conditions of the Initiative in effect at the time of the re-submission.
- (g) A Participant may file a Final Application with the LDC in advance of receiving (i) the "EnerGuide Energy Efficiency Evaluation Report"; if the Final Application contains an Eligible Performance Based Measure; or (ii) an occupancy permit from the applicable municipality. In such circumstances, the LDC will have 30 days from the later of receipt of the "EnerGuide Energy Efficiency Evaluation Report" or the occupancy permit to complete the review of the Final Application and take such further steps as noted in Section 3.3(f).
- (h) The LDC will fully audit all invoices and other documentation submitted with all Final Applications in order to verify that the correct Incentive is recommended for payment based on the documentation submitted and the Incentive applied for in the Final Application.
- (i) Upon completing the LDC's review and approval of the evidence submitted by the Eligible Home Builder as set out in this Section 3.3, if the results thereof:
 - (i) satisfy the respective requirements described in this Section 3.3, the LDC will submit an invoice to the OPA in accordance with Section 4.6 of the Master Agreement. The invoice must confirm to the OPA that the OPA should pay the Participant on behalf of the LDC the applicable Incentive, together with a representation to the OPA that the LDC has reviewed the Preliminary Application and the Final Application and has confirmed that all of the requirements for payment under the relevant Incentive have been satisfied. For this Initiative only, the invoice may be in the form of a confirmation statement, provided that it is subject to section 4.5 of the Master Agreement; or
 - (ii) do not satisfy the respective requirements described in this Section 3.3:
 - A. if the issue(s) is correctable, subject to Section 3.3(f), the LDC will communicate the reason(s) to the Eligible Home Builder who may correct such issue(s) and then re-submit evidence thereof or revise the related Application to exclude the Measure(s) in respect of which such issue(s) exists from such Application; or

- B. if the issue(s) is not correctable, advise the Eligible Home Builder that no Incentive Payment will be payable in respect of such Application and thereupon such Application and the related Participant Agreement will be terminated.
- (j) The OPA will not pay, on behalf of the LDC, to any Eligible Home Builder an Incentive unless (i) such Eligible Home Builder has submitted a Final Application and all requested evidence and supporting documentation, including such applicable supporting documentation set out in this Section 3.3 and Article 4, and (ii) all of the Eligible Measures in respect of same have been installed, implemented or undertaken and completed, at least 30 days prior to the occupancy of the Eligible Project so that a site visit can be performed by or on behalf of the LDC, if required, pursuant to Section 5.1(a).

ARTICLE 4

PARTICIPANT AGREEMENT MANAGEMENT AND INCENTIVES UNDER THE INITIATIVE

4.1 Participant Agreement Management

The LDC will ensure that each Participant executes a Participant Agreement in the form attached at Exhibit "D". The LDC will ensure that each Participant fulfills in a timely manner all of its obligations under the Participant Agreement.

4.2 Description of Incentive Payments

(a) Prescriptive Incentive

The OPA will pay, on behalf of the LDC, to Participants participating in the Prescriptive Component who, as confirmed by the LDC, satisfy the requirements thereof and also satisfy the applicable Additional Eligibility Criteria, a payment equal to the lesser of:

- (i) 50% of the actual invoice cost of the Eligible Prescriptive Measure without fee or mark up; and
- (ii) the Listed Incentive corresponding to that Eligible Prescriptive Measure;

for each Eligible Prescriptive Measure installed at the Eligible Project (the "**Prescriptive Incentive**").

(b) Custom Incentive

The OPA will pay, on behalf of the LDC, to Participants participating in the Custom Component who, as confirmed by the LDC, satisfy the requirements thereof and also satisfy the applicable Additional Eligibility Criteria, the Listed Incentive corresponding to the Eligible Custom Measure installed at the Eligible Project up to

the Custom Measure Payment Maximum (such amount as so calculated, the “**Custom Incentive**”).

(c) **Performance Based Incentive**

The OPA will pay, on behalf of the LDC, to Participants participating in the Performance Based Component who, as confirmed by the LDC, satisfy the requirements thereof and also satisfy the applicable Additional Eligibility Criteria, the Listed Incentive corresponding to the Eligible Performance Based Measure achieved at the Eligible Project (the “**Performance Based Incentive**”).

4.3 Payment of Incentive Payments

- (a) Subject to the terms of this Section 4.3, the OPA will pay Incentive Payments directly to Participants on behalf of the LDC pursuant to the Master Agreement.
- (b) An Eligible Home Builder will not be eligible to receive an Incentive Payment, and the OPA will not make an Incentive Payment on behalf of the LDC, unless and until:
 - (i) LDC confirms that the applicable Application Approval Requirements, including the applicable Eligibility Criteria, have been satisfied, including:
 - A. that the Eligible Project has passed (1) the formal occupancy inspection conducted by the applicable municipality and that the building meets the minimum occupancy requirements of the Ontario Building Code and/or an occupancy permit has been issued by the applicable municipality, and (2) any site visit required pursuant to Section 5.1(a); and
 - B. the Final Application is complete and contains all the supporting documentation;
 - (ii) in the case of the Custom Component, the LDC has verified that proposed Eligible Custom Measures were carried out in accordance with the applicable Approved Final Application;
 - (iii) the Final Application has been approved by the LDC; and
 - (iv) the LDC confirms that the Participant has agreed to the terms and conditions of the Participant Agreement, in the form attached hereto as Exhibit “D”, without modification or amendment.
- (c) Provided that the Eligible Measure was installed, implemented or undertaken and completed on or before December 31, 2014, the LDC will accept all final documentation, including the related Final Application, submitted by an Eligible Home Builder to the LDC up to and including March 31, 2015, except, in the case of a Final Application in respect of Eligible Performance Based Measure(s), the LDC

will accept the “EnerGuide Energy Efficiency Evaluation Report”, required pursuant to Section B(vii) of Exhibit “B”, to be submitted up to and including June 30, 2015.

- (d) Notwithstanding any other provision herein, no Incentive Payment will be made to any Eligible Home Builder that has not satisfied all of the Additional Eligibility Criteria.
- (e) The method of payment of the Incentive Payment by the OPA on behalf of the LDC will be a cheque issued to the Participant or as otherwise determined by the OPA.
- (f) The OPA will pay on behalf of the LDC all Incentives:
 - (i) subject to Section 4.3(f)(ii), on or before June 30, 2015; and
 - (ii) in the case of any Final Applications containing any Eligible Performance Based Measure(s) (whether or not it also contains any other Eligible Measure(s)) pursuant to which the related “EnerGuide Energy Efficiency Evaluation Report” is submitted in accordance with the extended date set out in Section 4.3(c), all such Incentives payable under such Application will be paid on or before September 30, 2015,

and will make no further Incentive Payments following such dates.

- (g) The Incentive Payments will be in Canadian Dollars.

ARTICLE 5

QUALITY ASSURANCE/QUALITY CONTROL PROCEDURES

5.1 Quality Assurance/Quality Control Procedures

- (a) In accordance with Sections 3.1(d) and 3.3(j) and Section 1(e) of Exhibit “A”, any time during the 30 day period between submission of the Final Application and occupancy of the Eligible Project, the LDC will conduct site visits in respect of 20% of all Applications received with respect to proposed Eligible Prescriptive Measures and/or proposed Eligible Custom Measures. For greater certainty, where an Application solely relates to a proposed Eligible Performance Based Measure, no site visits will be required. At the end of 2011, if the non-compliance rate of such Applications with the requirements hereof (as determined by such site visits) is higher than 10%, the level of site visits may be adjusted by the OPA.
- (b) In conducting such site visits, the LDC’s obligations will include, but will not be limited to, the following:
 - (i) validating the installed equipment against the Measures in the Final Application and related evidence; and
 - (ii) confirming the submitted invoices, which must indicate the respective model numbers and quantities, with proof of payment for purchased Measures.

EXHIBIT A ELIGIBILITY REQUIREMENTS

1. Additional Eligibility Criteria

To be entitled to an Incentive and any payments under the Initiative, in addition to any other applicable criteria set out in this Schedule, for an Eligible Home Builder to be entitled to an Incentive:

- (a) no Incentive Payment will have been previously paid to an Eligible Home Builder for the same specifically-identified Eligible Measure(s) installed, implemented or undertaken and completed at the same Project Address, whether through one or more Applications;
- (b) the Eligible Project will not have received any other benefit, incentive, advantage or payment offered by another OPA-funded program (including discounts from coupons under other Residential CDM Program initiatives);
- (c) all requirements set out in Article 3 and Section 4.3 with respect to the Application will have been satisfied;
- (d) an Eligible Home Builder must have submitted to the LDC a Preliminary Application for pre-approval of the proposed Eligible Project that is the subject of such Preliminary Application prior to purchasing, installing or otherwise undertaking and completing such Eligible Measures;
- (e) an Eligible Home Builder must have submitted the Final Application at least 30 days prior to the occupancy of the Eligible Project, except the Eligible Home Builder will not be required to submit the related occupancy permit from the applicable municipality and/or any related "EnerGuide Energy Efficiency Evaluation Report" required pursuant to Section B(vii) of Exhibit "B" to the extent either is not available at such time, but will be required to submit such documents within six (6) months of the date of submission of such Final Application, and in any event, the Eligible Home Builder must have submitted such occupancy permit on or before March 31, 2015 and such "EnerGuide Energy Efficiency Evaluation Report" on or before June 30, 2015;
- (f) no Eligible Project may have been commenced prior to January 1, 2011; and
- (g) the approved Eligible Project must have been installed, implemented or undertaken and completed (i.e., fully installed, implemented or undertaken and completed and ready for service) by December 31, 2014.

2. Home Builder Eligibility Criteria

- (a) To be an Eligible Home Builder under the Initiative, a Person must be a home builder or renovator, as the case may be.
- (b) If the home builder is a corporation, it must also provide a certificate of status.
- (c) If the home builder is limited liability partnership, it must also provide a copy of its filed limited liability partnership declaration.

3. Project Eligibility Criteria

To be an Eligible Project under the Initiative, a project must:

- (a) be in respect of a residential new construction project that satisfies all of the following criteria once built:
 - (i) it is compliant with Part 9 of the Ontario Building Code;
 - (ii) the building has three or fewer storeys in building height;
 - (iii) the building has an area not exceeding 600 m²;
 - (iv) will be used for residential occupancies (occupancy or use of a building, or a partial building, by persons for whom sleeping accommodation is provided but who are not harboured or detained there to receive medical care or treatment or who are not involuntarily detained there); provided that site assembled and factory built homes are eligible if they have a foundation and involve some site assembly;
 - (v) it does not include (A) a manufactured home with a chassis, (B) a residential building with four or more floors or (C) a residential building with a footprint larger than 600 m²;
 - (vi) it requires a building permit; and
 - (vii) it is connected, or will be connected once the new construction project is installed, implemented or undertaken and completed, to the LDC's Distribution System; or
- (b) be in respect of an extensive renovation to existing buildings project that satisfies all of the following criteria:
 - (i) the renovated building is already constructed and is compliant with Section 3(a)(ii), (iii) and (iv) of this Exhibit "A";
 - (ii) it complies with the following:

- A. the existing interior walls, ceiling or floor assemblies within the renovated area of the building (in this Section, the “suite”, which refers to the renovated area of the building) are substantially removed in an existing building;
 - B. new interior walls or floor assemblies are installed;
 - C. replacement of one or more systems (which include framing, exterior cladding, roofing, windows, heating ventilation or air conditioning, foundation, flooring or plumbing systems);
 - D. the suite has an area greater than 50 m²; and
 - E. the renovation within the suite results in the suite being unable to be occupied for a minimum of 30 days;
- (iii) it requires a building permit; and
 - (iv) the renovated building is connected, or will be connected once the renovation project is installed, implemented or undertaken and completed, to the LDC’s Distribution System.

EXHIBIT B

APPLICATION APPROVAL REQUIREMENTS

With respect to each submitted Application, the LDC will accept only those Applications that:

- (a) satisfy the following criteria (collectively, the “**Eligibility Criteria**”):
 - (i) the Home Builder Eligibility Criteria;
 - (ii) the Project Eligibility Criteria; and
 - (iii) the Additional Eligibility Criteria;
- (b) have been completed in their entirety with respect to the proposed Eligible Measure(s) applied for and that otherwise satisfy the following or contain the following information:
 - (i) the name, address and other required information respecting the Eligible Home Builder;
 - (ii) particulars with respect to the building permit(s) related to the proposed Eligible Project(s) that is the subject of the Application;
 - (iii) the address and municipality with respect to the building site where such proposed Eligible Project(s) is located;
 - (iv) a detailed description of such proposed Eligible Project(s);
 - (v) confirmation by the Eligible Home Builder that it has accepted and agreed to comply with the terms and conditions and all other requirements of the Initiative, including acceptance of the following risks associated with the Initiative:
 - A. that neither the LDC nor the OPA make any representations or warranties as to the appropriateness for use of any equipment and/or services purchased by the Eligible Home Builder, including with respect to such proposed Eligible Project(s);
 - B. that potential Electricity Savings and other benefits described in connection with the Initiative are based on, among other things, estimates only and that actual results may differ; and
 - C. that neither the LDC nor the OPA bear liability for any damages, costs or losses arising from the installation or use of any equipment and/or services purchased by the Eligible Home Builder, including with respect to such proposed Eligible Project(s);

Prescriptive Component

- (vi) with respect to the Prescriptive Component, confirmation that the applicable proposed Eligible Prescriptive Measures have been selected and the applicable quantities have been indicated;

Performance Based Component

- (vii) with respect to the Performance Based Component, a copy of the “EnerGuide Energy Efficiency Evaluation Report” signed by a qualified energy advisor confirming a final EnerGuide Energy Efficiency Rating for the subject home of 83 or higher; and

Custom Component

- (viii) with respect to the Custom Component:

A. the:

- a) space heating;
- b) building envelope;
- c) water heating; and/or
- d) space cooling;

must be more efficient than required by the Ontario Building Code then in force;

B. the estimated hours of operation of such proposed Eligible Project(s) must be reasonable;

C. the estimation of the load profiles must have been created as per the Resource Planning Tool;

D. machinery, equipment, parts, fixtures and accessories and appurtenances machinery, equipment, parts, fixtures and accessories and appurtenances must be listed in detail, must be commercially available and the associated costs must be commercially reasonable;

E. the TRC test must be positive; and

F. the following projects are excluded from the Custom Component of the Initiative and are ineligible for any Incentive Payment(s) hereunder:

- a) appliances and lighting projects;

- b) pilot or demonstration projects of unproven energy Measures (i.e., where energy efficient Measures are proposed in an Application in respect of the Custom Component, they must be generally commercially available);
- c) projects that are part of the OPA's Feed-in Tariff Program; and
- d) Measures (other than Eligible Custom Measures) set out in the Eligible Measures and Incentives List.

EXHIBIT C
ELIGIBLE MEASURES AND INCENTIVES LIST (AS OF EFFECTIVE DATE)

Eligible Measures	Listed Incentives 2011 - 2014
<i>Eligible Prescriptive Measures:</i>	<i>Maximum Prescriptive Incentive</i>
All-off switch - master switch that controls multiple electrical sockets in multiple locations in the home (hard wired)	\$50.00
High efficiency furnace with a fully variable speed electronically commutated motor (ECM). The furnace must be listed on the ECM Eligibility List which will be made available to Participants by the OPA	\$50.00
ENERGY STAR qualified central air conditioner (CAC) that has at least a 15 Seasonal Energy Efficiency Ratio and 12.5 Energy Efficiency Ratio. The unit must meet the minimum requirements set out in the Eligible A/C and A/C Coil List, which will be made available to Participants by the OPA.	\$30.00
Lighting Control Products – hard wired indoor and outdoor timers and motion sensors, dimmer switches	\$3.00
ENERGY STAR qualified niche lighting that falls into one of the below three categories: <ul style="list-style-type: none"> ENERGY STAR qualified recessed lighting – must have GU24 replacement ENERGY STAR qualified under the counter lighting ENERGY STAR qualified LED lighting 	\$15.00
ENERGY STAR qualified indoor light fixtures (Hard Wired) <ul style="list-style-type: none"> 1 or 2 sockets 3 or more sockets 	\$3.00 \$10.00
<i>Eligible Performance Based Measures:</i>	
A final rating for the subject home of 83 or 84 performance rating as demonstrated by a copy of the “EnerGuide Energy Efficiency Evaluation Report” signed by a qualified energy advisor confirming such rating	\$500/ Eligible Project
A final rating for the subject home of 85 or higher performance rating as demonstrated by a copy of the “EnerGuide Energy Efficiency Evaluation Report” signed by a qualified energy advisor confirming such rating	\$1,000/ Eligible Project
<i>Eligible Custom Measures:</i>	
Any Measure that meets the following requirements:	Greater of:

Eligible Measures	Listed Incentives 2011 - 2014
<p>A. the Measure is one of the following,</p> <ul style="list-style-type: none"> a) space heating; b) building envelope; c) water heating; and/or d) space cooling; <p>AND is more efficient than required by the Ontario Building Code then in force;</p> <p>B. all machinery, equipment, parts, fixtures, accessories and appurtenances are commercially reasonable equipment and the costs thereof are commercially reasonable,;</p> <p>C. the Measure must have a positive TRC test; and</p> <p>D. the Measure may not include any of the following:</p> <ul style="list-style-type: none"> a) appliances and lighting projects; b) pilot or demonstration projects of unproven energy Measures (i.e., where energy efficient Measures are proposed in an Application in respect of the Custom Component, they must be generally commercially available); c) projects that are part of the OPA's Feed-in Tariff Program; or d) Eligible Prescriptive Measures or Eligible Performance Based Measures. 	<p>\$0.10/kWh or \$800/kW for first year savings only, subject to eligibility criteria.</p>

EXHIBIT D
FORM OF PRELIMINARY APPLICATION/FINAL APPLICATION AND PARTICIPANT AGREEMENT

[INSERT INITIATIVE MARKETING NAME]

PRELIMINARY APPLICATION

THE APPLICANT MUST SIGNIFY ITS ACCEPTANCE OF THE TERMS AND CONDITIONS OF THIS PRELIMINARY APPLICATION
(TOGETHER WITH ALL SCHEDULES ATTACHED HERETO, IN EACH CASE, AS AMENDED, THIS "PRELIMINARY APPLICATION")

BEFORE FORWARDING TO • **[INSERT NAME OF LOCAL DISTRIBUTION COMPANY]** (THE "LDC")

[INSERT LDC LOGO HERE]

[INSERT LDC NAME AND ADDRESS HERE]

ALL SUPPORTING DOCUMENTATION MUST BE ATTACHED.
INCOMPLETE APPLICATIONS WILL NOT BE PROCESSED AND WILL BE RETURNED TO THE APPLICANT.

[To be appended to the Preliminary Application electronic contracting form]

To the Applicant: ALL "required" fields must be completed in order for this Preliminary Application to be accepted for review by the LDC. See Schedule "A" attached to this Preliminary Application for defined terms.

Applicant's certification statement (required):

I, the Applicant, or an authorized signatory of the Applicant, hereby certify that:

1. all information in this Preliminary Application, including all attached documentation, is true and complete;
2. the building(s) or premises where the Prescriptive Measure(s), Performance Based Measure(s) and/or Custom Measure(s) will be implemented is/are, or will be once completed, a customer of the LDC;
3. it would not otherwise have undertaken the Prescriptive Measure(s), Performance Based Measure(s) and/or Custom Measure(s) without the financial support and participation of the LDC;
4. all the applicable Eligibility Criteria have been satisfied;
5. it understands and agrees to the terms and conditions set forth in this Preliminary Application;
6. it understands and agrees that if this Preliminary Application is accepted by the LDC, it will not be entitled to any Incentive(s) or Incentive Payment(s) unless and until it installs, implements or undertakes and completes the subject Prescriptive Measure(s), Performance Based Measure(s) and/or Custom Measure(s), it submits a Final Application, such Final Application is approved by the LDC and it agrees to be bound by the Participant Agreement;
7. it understands and agrees that by submitting this Preliminary Application, whether or not this Preliminary Application is accepted: (a) it hereby consents to the collection, use, disclosure and other handling of any information it provides to the Program Operators (whether pursuant to this Preliminary Application or any Final Application or any Participant Agreement), including, without limitation, personal information (if applicable) and records showing historical energy use and consumption (if any) (the "Participant Information") by the Program Operators for purposes relating to the operation, administration or assessment of the Initiative or this Preliminary Application or any Final Application or any Participant Agreement, and in connection with any reporting activities relating to the Initiative, which will 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, without limitation, by reason of the actual or alleged implementation of any Prescriptive Measure(s), Performance Based Measure(s) and/or Custom Measure(s) and its operation or any other matter contemplated by this Preliminary Application or any Final Application or any Participant Agreement;

8. it understands and agrees that 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 for which an Incentive has been paid, and the right to quantify and register these, including 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 by the Applicant to, or to the extent transfer or assignment is not permitted, held in trust for, the LDC and its successors and assigns. The LDC will be entitled, unilaterally and without the consent of the Applicant, to deal with such Environmental Attributes in any manner it determines. The Applicant 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 Applicant in the same manner as the LDC and that the OPA or the LDC may direct the Applicant 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
9. it understands and agrees that, except as provided in Sections 7 and 8 above, this Preliminary Application is solely for the benefit of: (a) the LDC, and its successors and assigns, with respect to the obligations of the Applicant under this Preliminary Application, and (b) the Applicant, and its successors and permitted assigns, with respect to any obligations of the LDC under this Preliminary Application; and this Preliminary Application will not be deemed to confer upon or give to any other person any claim or other right or remedy. The Applicant appoints the LDC as the trustee for the OPA of the applicable provisions set out in this Preliminary Application, including Sections 7 and 8 above, and the LDC accepts such appointment.

I, the Applicant, certify that I understand and agree to the terms and conditions as set forth above in this Preliminary

APPLICANT/LEGAL ENTITY
NAME

AUTHORIZED
SIGNATURE

DATE

SCHEDULE A DEFINITIONS

- "Additional Eligibility Criteria"** means the requirements set out in Section 1 of Schedule "B" under the heading "Additional Eligibility Criteria".
- "Applicant"** has the meaning given to it in this Preliminary Application.
- "Approved Final Application"** means a Final Application that has been reviewed and approved, on a final basis, by the LDC.
- "Approved Preliminary Application"** means a Preliminary Application that has been reviewed and approved, on a preliminary basis, by the LDC.
- "Custom Incentive"** means an incentive payable under this Initiative for an Eligible Custom Measure.
- "Custom Measure"** mean a measure identified in this Preliminary Application as a "Custom Measure."
- "Eligibility Criteria"** means, collectively, (i) the Home Builder Eligibility Criteria, the Project Eligibility Criteria, the Additional Eligibility Criteria, and (ii) the criteria to be an Eligible Prescriptive Measure, Eligible Performance Based Measure and Eligible Custom Measure, in each case as set out on the Eligible Measures and Incentives List.
- "Eligible Custom Measure"** means a measure that satisfies the requirements set out in the Eligible Measures and Incentives List under "Eligible Custom Measures".
- "Eligible Home Builder"** means a home builder or renovator who satisfies all of the Home Builder Eligibility Criteria.
- "Eligible Measures"** means, collectively, the Eligible Prescriptive Measures, the Eligible Custom Measures and the Eligible Performance Based Measures.
- "Eligible Measures and Incentives List"** means the list maintained by the OPA that sets out, among other things, (i) the Eligible Prescriptive Measures, the Eligible Performance Based Measures and the Eligible Custom Measures, and (ii) the corresponding Incentives; which list is set out on the following website: www.saveonenergyontario.ca.
- "Eligible Performance Based Measure"** means a measure that is listed on the Eligible Measures and Incentives List under "Eligible Performance Based Measures".
- "Eligible Prescriptive Measure"** means a measure that is listed on the Eligible Measures and Incentives List under "Eligible Prescriptive Measures".
- "Eligible Project"** means a project that satisfies all of the Project Eligibility Criteria.
- "Environmental Attributes"** has the meaning given to it in Section 8 of the certification section of this Preliminary Application.
- "Final Application"** means an Approved Preliminary Application, as may be amended, that has been re-submitted by the Eligible Home Builder for approval, on a final basis, by the LDC.
- "Home Builder Eligibility Criteria"** means the criteria set out in Section 2 of Schedule "B" under the heading "Home Builder Eligibility Criteria".
- "Incentive Payment"** means a Prescriptive Incentive, Performance Based Incentive and/or Custom Incentive payable by the OPA on behalf of the LDC to the Participant pursuant to the Approved Final Application (if any) and the Participant Agreement (if any).
- "Incentives"** means, collectively, the Prescriptive Incentives, the Custom Incentives and the Performance Based Incentives.
- "Initiative"** means the Residential New Construction and Major Renovation Initiative 2011-2014.
- "LDC"** has the meaning given to it on the first page of this Preliminary Application.
- "Ontario Building Code"** means the "building code" as defined in the *Building Code Act, 1992* (Ontario).
- "OPA"** means the Ontario Power Authority or its successor.
- "Participant"** means an Eligible Home Builder who has (i) submitted a Final Application, including supporting documentation, which has been approved by the LDC; (ii) agreed to the terms and conditions in the Participant Agreement, and (iii) satisfied the applicable Eligibility Criteria.
- "Participant Agreement"** means the participant agreement to be executed by a Participant and to be submitted to the LDC at the same time as the Final Application, which will become binding upon the Participant if the Final Application is approved by the LDC.

"Participant Information" has the meaning given to it in Section 7 of the certification section of this Preliminary Application.

"Performance Based Incentive" means an incentive payable under this Initiative for an Eligible Performance Based Measure.

"Performance Based Measure" means a measure identified in this Preliminary Application as a "Performance Based Measure." **"Preliminary Application"** has the meaning given to it on the first page of this application.

"Prescriptive Incentive" means an incentive payable under this Initiative for an Eligible Prescriptive Measure.

"Prescriptive Measure" means a measure identified in this Preliminary Application as a "Prescriptive Measure."

"Program Operators" means, collectively, the LDC, the OPA and their respective agents.

"Project" has the meaning given to it in this Preliminary Application.

"Project Eligibility Criteria" means the applicable criteria set out in Schedule "B" under the heading "Project Eligibility Criteria".

SCHEDULE B ELIGIBILITY REQUIREMENTS

1. Additional Eligibility Criteria

To be entitled to an Incentive and any payments under the Initiative, in addition to any other applicable criteria set out in this Preliminary Application, for the Applicant to be entitled to an Incentive:

- (a) no Incentive Payment will have been previously paid for the same specifically-identified Prescriptive Measure(s), Performance Based Measure(s) and/or Custom Measure(s) installed, implemented or undertaken and completed at the same municipal address of the Project, whether through one or more applications;
- (b) the Project will not have received any other benefit, incentive, advantage or payment offered by another OPA-funded program (including discounts from coupons under other residential electricity conservation and demand management program initiatives);
- (c) all requirements of the LDC with respect to the application process will have been satisfied;
- (d) the Applicant must have submitted to the LDC a Preliminary Application for pre-approval of the proposed Eligible Project that is the subject of such Preliminary Application prior to purchasing, installing or otherwise undertaking and completing such Eligible Measure(s).
- (e) the Applicant must have submitted the Final Application at least 30 days prior to the occupancy of the Project, except the Applicant will not be required to submit the related occupancy permit from the applicable municipality and/or any related "EnerGuide Energy Efficiency Evaluation Report" required pursuant to this Preliminary Application to the extent either is not available at such time, but will be required to submit such documents within six(6) months of the date of submission of such Final Application, and in any event, the Applicant must have submitted such occupancy permit on or before March 31, 2015 and such "EnerGuide Energy Efficiency Evaluation Report" on or before June 30, 2015;
- (f) no Eligible Project must not have been commenced prior to January 1, 2011;
- (g) the approved Eligible Project must have been installed, implemented or undertaken and completed (i.e., fully installed, implemented or undertaken and completed and ready for service) by December 31, 2014; and
- (h) the submitted Approved Preliminary Application of each Eligible Home Builder will have become an Approved Final Application.

2. Home Builder Eligibility Criteria

To be an Eligible Home Builder under the Initiative, the Applicant must be a home builder or renovator, as the case may be. If the home builder is a corporation, it must also provide a certificate of status. If the home builder is limited liability partnership, it must also provide a copy of its filed limited liability partnership declaration.

3. Project Eligibility Criteria

To be an Eligible Project under the Initiative, the Project must:

- (a) be in respect of a residential new construction project that satisfies all of the following criteria:
 - (i) the building will be compliant with Part 9 of the Ontario Building Code;
 - (ii) the building will have three or fewer storeys in building height;
 - (iii) the building will have an area not exceeding 600 m²;
 - (iv) the building will be used for residential occupancies (occupancy or use of a building, or a partial building, by persons for whom sleeping accommodation is provided but who are not harboured or detained there to receive medical care or treatment or who are not involuntarily detained there); provided that site assembled and factory built homes are eligible if they have a foundation and involve some site assembly;
 - (v) the building does not include (A) a manufactured home with a chassis, (B) a residential building with four or more floors or (C) a residential building with a footprint larger than 600 m²;
 - (vi) the building requires a building permit; and

- (vii) the building is connected, or will be connected once the new construction project is installed, implemented or undertaken and completed, to the LDC's distribution system; or
- (b) be in respect of an extensive renovation to existing buildings project that satisfies all of the following criteria:
 - (i) the renovated building is already constructed and is compliant with Section 3(a)(ii), (iii) and (iv) of this Schedule "B";
 - (ii) it complies with the following:
 - A. the existing interior walls, ceiling or floor assemblies within the renovated area of the building (in this Section, the "**suite**", which refers to the renovated area of the building) are substantially removed in an existing building;
 - B. new interior walls or floor assemblies are installed;
 - C. replacement of one or more systems (which include framing, exterior cladding, roofing, windows, heating ventilation or air conditioning, foundation, flooring or plumbing systems);
 - D. the suite has an area greater than 50 m²; and
 - E. the renovation within the suite results in the suite being unable to be occupied for a minimum of 30 days;
 - (iii) it requires a building permit; and
 - (iv) the renovated building is connected, or will be connected once the renovation project is installed, implemented or undertaken and completed, to the LDC's distribution system.

[INSERT INITIATIVE MARKETING NAME]

FINAL APPLICATION

THE APPLICANT MUST SIGNIFY ITS ACCEPTANCE OF THE TERMS AND CONDITIONS OF THIS FINAL APPLICATION
(TOGETHER WITH THE APPLICABLE TERMS OF SCHEDULES "A" AND "B" ATTACHED TO THE PARTICIPANT AGREEMENT ATTACHED HERETO, IN EACH CASE, AS AMENDED, THIS "FINAL APPLICATION") AND THE ACCOMPANYING PARTICIPANT AGREEMENT (TOGETHER, AS AMENDED, THIS "AGREEMENT") BEFORE FORWARDING TO • [INSERT NAME OF LOCAL DISTRIBUTION COMPANY] (THE "LDC")
[INSERT LDC LOGO HERE] [INSERT LDC NAME AND ADDRESS HERE]

ALL SUPPORTING DOCUMENTATION 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 this Final Application to be accepted for review by the LDC. See Schedule "A" attached to the Participant Agreement attached to this Final Application for defined terms.

[To be appended to the Final Application on-line contracting form]

Applicant's certification statement (required):

I, the Applicant, or an authorized signatory of the Applicant, hereby certifies, represents and warrants that:

1. all information in this Final Application, including all attached documentation, is true and complete;
2. the building(s) or premises where the Prescriptive Measure(s), Performance Based Measure(s) and/or Custom Measure(s) have been implemented is/are a customer of the LDC;
3. it would not otherwise have undertaken the Prescriptive Measure(s), Performance Based Measure(s) and/or Custom Measure(s) without the financial support and participation of the LDC;
4. all of the applicable Eligibility Criteria have been satisfied;
5. it understands and agrees to the terms and conditions set forth in this Final Application;
6. it understands and agrees that if this Final Application is accepted by the LDC, it will be bound by the Agreement;
7. it understands and agrees that by submitting this Final Application, whether or not this Final Application is accepted: (a) it hereby consents to the collection, use, disclosure and other handling of any information it provides to the Program Operators (whether pursuant to this Final Application or any Participant Agreement), including, without limitation, personal information (if applicable) and records showing historical energy use and consumption (if any) (the "**Participant Information**") by the Program Operators for purposes relating to the operation, administration or assessment of the Initiative or this Final Application or any Participant Agreement, and in connection with any reporting activities relating to the Initiative, which will 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 Applicant 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, without limitation, by reason of the actual or alleged implementation of any Prescriptive Measure(s), Performance Based Measure(s) and/or Custom Measure(s) and its operation or any other matter contemplated by this Final Application or any Participant Agreement;
8. it understands and agrees that 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 for which an Incentive has been paid, and the right to quantify and register these, including 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 by the Applicant to, or to the extent transfer or assignment is not permitted, held in trust for, the LDC and its successors and assigns. The

LDC will be entitled, unilaterally and without the consent of the Applicant, to deal with such Environmental Attributes in any manner it determines. The Applicant 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 Applicant in the same manner as the LDC and that the OPA or the LDC may direct the Applicant 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

9. it understands and agrees that, except as provided in Sections 7 and 8 above, this Final Application is solely for the benefit of: (a) the LDC, and its successors and assigns, with respect to the obligations of the Applicant under this Final Application, and (b) the Applicant, and its successors and permitted assigns, with respect to any obligations of the LDC under this Final Application; and this Final Application will not be deemed to confer upon or give to any other person any claim or other right or remedy. The Applicant appoints the LDC as the trustee for the OPA of the applicable provisions set out in this Final Application, including Sections 7 and 8 above, and the LDC accepts such appointment.

ALL FINAL APPLICATIONS (REGARDLESS OF THE TYPE OF ELIGIBLE MEASURE) MUST BE SUBMITTED AT LEAST 30 DAYS BEFORE OCCUPANCY OF THE SUBJECT DWELLING (PROVIDED, HOWEVER, THAT, THE RELATED OCCUPANCY PERMIT FROM THE APPLICABLE MUNICIPALITY AND/OR ANY RELATED "ENERGUIDE ENERGY EFFICIENCY EVALUATION REPORT" MAY BE SUBMITTED WITHIN SIX (6) MONTHS OF SUCH FINAL APPLICATION AND, IN ANY EVENT, SUCH OCCUPANCY PERMIT MUST BE SUBMITTED ON OR BEFORE MARCH 31, 2015 AND SUCH "ENERGUIDE ENERGY EFFICIENCY EVALUATION REPORT" MUST BE SUBMITTED ON OR BEFORE JUNE 30, 2015), AND ALL FINAL APPLICATIONS MUST BE SUBMITTED ON OR BEFORE MARCH 31, 2015. SUCH FINAL APPLICATIONS AND RELATED "ENERGUIDE ENERGY EFFICIENCY EVALUATION REPORTS" (IF ANY) AND/OR OCCUPANCY PERMITS SUBMITTED AFTER THESE DEADLINES WILL NOT BE ACCEPTED.

PARTICIPANT AGREEMENT

1. **Defined Terms.** All capitalized terms not herein defined will have the meanings given in Schedule "A".
2. **Initiative.** The Applicant has applied for certain Incentives pursuant to the Final Application submitted to the LDC under the Initiative.
3. **Incentive Payments.**
 - (a) The aggregate Incentive Payments that may be payable to the Applicant hereunder will be based on the following:
 - (i) The LDC will be obligated to pay (which will be paid by the OPA on behalf of the LDC as the LDC so directs) the below amounts to the Applicant who, as confirmed by the LDC, subject to Section 4, satisfies the applicable Eligibility Criteria:
 - A. with respect to any Prescriptive Component, a payment equal to the lesser of:
 - a) 50% of the actual invoice cost of the Eligible Prescriptive Measure(s) without fee or mark up or any taxes; and
 - b) the "Maximum Incentive" amount(s) set out in the Eligible Measures and Incentives List per Eligible Prescriptive Measure;for each Eligible Prescriptive Measure installed, implemented or undertaken and completed at the Project (the "**Prescriptive Incentive**");
 - B. with respect to any Custom Component, the incentive amount(s) calculated according to the Eligible Measures and Incentives List corresponding to the Eligible Custom Measure(s) installed, implemented or undertaken and completed at the Project up to 50% of the aggregate costs, without duplication, for machinery, equipment, parts, fixtures and accessories and appurtenances, but specifically excluding: (1) any related labour costs, with respect to the installation of any of the foregoing, as applicable, and (2) applicable HST; in each case, directly related to the procurement and installation, implementation or undertaking and completion, as the case may be, of the Eligible Custom Measures (the "**Custom Incentive**"); and

- C. with respect to any Performance Based Component, the incentive amount(s) set out in the Eligible Measures and Incentives List corresponding to the Eligible Performance Based Measure(s) that was (were) achieved at the Project (the "**Performance Based Incentive**").
- (b) All payments hereunder will be made in Canadian dollars by cheque or by electronic funds transfer to the Applicant's account by the OPA on behalf of the LDC.
- (c) In addition to the Incentive(s), the LDC will be obligated to pay (which will be paid by the OPA on behalf of the LDC) the taxes, if any, imposed under Part IX of the *Excise Tax Act* (Canada) on such Incentive(s) if it is determined that such taxes are applicable. If it is so determined that such taxes are payable, the Applicant will provide to the LDC sufficient supporting documentation, as requested by LDC, to facilitate and support the OPA in claiming input tax credits in respect of taxes paid on the Incentive Payment(s). In addition, if the LDC has reasonable grounds to challenge the validity of the taxes imposed on the Incentive Payment(s), the Applicant will provide all reasonable assistance to the LDC with such challenge.

4. **Eligibility re Incentives.**

- (a) In addition to the applicable Eligibility Criteria, the Applicant will not be eligible to receive the applicable Incentive(s) unless and until:
 - (i) the Project has passed the formal occupancy inspection conducted by the applicable municipality and that the building meets the minimum occupancy requirements of the Ontario Building Code and/or an occupancy permit has been issued by the applicable municipality;
 - (ii) the LDC has completed any site visit (if applicable);
 - (iii) the Final Application is complete and contains all the supporting documentation;
 - (iv) with respect to the Performance Based Component, the Applicant has submitted an "EnerGuide Energy Efficiency Evaluation Report" signed by a qualified energy advisor confirming a final rating for the subject home of 83 or higher performance rating and further confirming the Eligible Performance Based Measure applied for in the Applicant's Final Application; and
 - (v) with respect to the Custom Component, the Applicant has submitted all receipt(s) as evidence of the purchase of the Eligible Custom Measure(s) and the LDC has verified that the Eligible Custom Measure(s) were carried out in accordance with the Final Application.
- (b) All of the Prescriptive Measure(s), Performance Based Measure(s) and/or Custom Measure(s) must be installed, implemented or undertaken and completed at least 30 days prior to the occupancy of the Project so that a site visit can be performed by or on behalf of the LDC, if required by the LDC.
- (c) Notwithstanding any other provision herein, no Incentive Payment will be made to any Applicant that has not satisfied all of the applicable Eligibility Criteria.

5. **Term.** Subject to those provisions that will survive termination, this Agreement will terminate on the earliest of:

- (a) the date of the Incentive Payment(s) pursuant to Section 3;
- (b) January 1, 2015, in the event that the Prescriptive Measure(s), Performance Based Measure(s) and/or Custom Measure(s) was (were) not installed, implemented or undertaken and completed on or before December 31, 2014; and
- (c) September 30, 2015, provided that the Prescriptive Measure(s), Performance Based Measure(s) and/or Custom Measure(s) was (were) installed, implemented or undertaken and completed on or before December 31, 2014.

6. **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 for which an Incentive has been paid, and the right to quantify and register these, including 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 by the Applicant to, or to the extent transfer or assignment is not permitted, held in trust for, the LDC and its successors and assigns. The LDC will be entitled, unilaterally and without the consent of the Applicant, to deal with such Environmental Attributes in any manner it determines. The Applicant 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 Applicant in the same manner as the LDC and that the OPA or the LDC may direct

the Applicant 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.

7. **Evaluation, Monitoring and Verification; Audit.** The Applicant will participate in any surveys, studies, audits, evaluations or verifications conducted by the LDC or the OPA or their respective agents (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 Applicant's records and premises for such purposes.
8. **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 Applicant 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 Applicant.
9. **Limitation of Liability.** Notwithstanding anything contained herein to the contrary, in no event will either party to this Agreement be entitled to recover for any liabilities, damages, obligations, payments, losses, costs, expenses under this Agreement, any amount in excess of the actual compensatory direct damages, court costs and reasonable fees suffered or incurred by such party, and neither party will be liable for any special, indirect, incidental, punitive, exemplary or consequential damages, loss of profits, loss of use of any property or claims of customers or contractors of a party for any such damages which may arise under or in related to this Agreement, regardless whether such liability arises under contract, tort or any other legal theory.
10. **Miscellaneous.** Except as otherwise provided, this Agreement and the Preliminary Application 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. The Agreement may not be varied, amended or supplemented except by an agreement in writing signed 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. 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 Applicant 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 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.
11. **Third Party Beneficiaries.** Except as provided in Sections 3(a)(i), 3(b), 3(c), 6, 7 and 11 of this Participant Agreement, and Sections 7, 8 and 9 of the Final Application, this Agreement is solely for the benefit of:
 - (a) the LDC, and its successors and assigns, with respect to the obligations of the Applicant under this Agreement, and
 - (b) the Applicant, 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 Applicant appoints the LDC as the trustee for the OPA of the applicable provisions set out in this Agreement, including Sections 3(a)(i), 3(b), 3(c), 6, 7 and 11 of this Participant Agreement, and Sections 7, 8 and 9 of the Final Application, 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 may rely upon all such signatures as though such signatures were original signatures.

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

APPLICANT/LEGAL ENTITY
NAME:

AUTHORIZED
SIGNATURE:

DATE:

SCHEDULE A DEFINITIONS

"Additional Eligibility Criteria" means the requirements set out in Section 1 of Schedule "B" under the heading "Additional Eligibility Criteria".

"Agreement" has the meaning given to it on the first page of the Final Application.

"Applicant" has the meaning given to it in the Final Application.

"Applicant Eligibility Criteria" means the criteria set out in Section 2 of Schedule "B" under the heading "Applicant Eligibility Criteria".

"Approved Final Application" means a Final Application that has been reviewed and approved, on a final basis, by the LDC.

"Custom Component" means the component of the Initiative that provides Custom Incentives to Applicants who install, implement or undertake and complete Eligible Custom Measures in the Project.

"Custom Incentive" has the meaning given to it in Section 3(a)(i)B.

"Custom Measure" mean a measure identified in this Final Application as a "Custom Measure."

"Eligibility Criteria" means, collectively, (i) the Home Builder Eligibility Criteria, the Project Eligibility Criteria, the Additional Eligibility Criteria, and (ii) the criteria that a Prescriptive Measure, Performance Based Measure and Custom Measure must satisfy to be an Eligible Prescriptive Measure, Eligible Performance Based Measure and Eligible Custom Measure, respectively, and in each case as set out in the Eligible Measures and Incentives List.

"Eligible Custom Measure" means a measure that satisfies the requirements set out in the Eligible Measures and Incentives List under "Eligible Custom Measures".

"Eligible Measures" means, collectively, the Eligible Prescriptive Measures, the Eligible Custom Measures and the Eligible Performance Based Measures.

"Eligible Measures and Incentives List" means the list maintained by the OPA that sets out, among other things, (i) the Eligible Prescriptive Measures, the Eligible Performance Based Measures and the Eligible Custom Measures, and (ii) the corresponding Incentives; which list is set out on the following website: www.saveonenergyontario.ca.

"Eligible Performance Based Measure" means a measure that is listed on the Eligible Measures and Incentives List under "Eligible Performance Based Measures".

"Eligible Prescriptive Measure" means a measure that is listed on the Eligible Measures and Incentives List under "Eligible Prescriptive Measures".

"Environmental Attributes" has the meaning given to it in Section 8 of the certification section of the Final Application or Section 6 of this Participant Agreement, as the context requires.

"Final Application" means the application to which this Participant Agreement is attached.

"HST" means all taxes payable under Part IX of the *Excise Tax Act* (Canada).

"Incentive Payment" means a Prescriptive Incentive, Performance Based Incentive and/or Custom Incentive payable by the LDC to the Applicant pursuant to the Approved Final Application (if any) and the Participant Agreement (if any).

"Incentives" means, collectively, the Prescriptive Incentives, the Custom Incentives and the Performance Based Incentives.

"Initiative" means the Residential New Construction and Major Renovation Initiative 2011-2014.

"LDC" has the meaning given to it on the first page of the Final Application.

"Ontario Building Code" means the "building code" as defined in the *Building Code Act, 1992* (Ontario).

"OPA" means the Ontario Power Authority or its successor.

"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 7 of the certification section of the Final Application.

"Performance Based Component" means the component of the Initiative that provides Performance Based Incentives to Applicants who install, implement or undertake and complete Eligible Performance Based Measures in the Project.

"Performance Based Incentive" has the meaning given to it in Section 3(a)(i)C.

"Performance Based Measure" means a measure identified in this Final Application as a "Performance Based Measure."

"Preliminary Application" means the preliminary application, as amended, that was submitted by the Applicant for approval, on a preliminary basis, by the LDC.

"Prescriptive Component" means the component of the Initiative that provides Prescriptive Incentives to Applicants who install, implement or undertake and complete Eligible Prescriptive Measures in the Project.

"Prescriptive Measure" means a measure identified in this Final Application as a "Prescriptive Measure."

"Prescriptive Incentive" has the meaning given to it in Section 3(a)(i)A.

"Program Operators" has the meaning given to it in Section 7.

"Project" means the residential new construction or major renovation project and/or the building or residence, as applicable, identified in the Final Application.

"Project Eligibility Criteria" means the applicable criteria set out in Schedule "B" under the heading "Project Eligibility Criteria".

SCHEDULE B ELIGIBILITY REQUIREMENTS

1. Additional Eligibility Criteria

To be entitled to an Incentive and any payments under the Initiative, in addition to any other applicable criteria set out in the Final Application or this Participant Agreement, as the case may be, for an Applicant to be entitled to an Incentive:

- (a) no Incentive Payment will have been previously paid to the Applicant for the same specifically-identified Prescriptive Measure(s), Performance Based Measure(s) and/or Custom Measure(s) installed, implemented or undertaken and completed at the same municipal address of the Project, whether through one or more applications;
- (b) the Project will not have received any other benefit, incentive, advantage or payment offered by another OPA-funded program (including discounts from coupons under other residential electricity conservation and demand management program initiatives);
- (c) all requirements of the LDC with respect to the application process will have been satisfied;
- (d) the Applicant must have submitted to the LDC a Preliminary Application for pre-approval of the proposed Project that is the subject of such Preliminary Application prior to purchasing, installing or otherwise undertaking and completing such Prescriptive Measure(s), Performance Based Measure(s) and/or Custom Measure(s).
- (e) the Applicant must have submitted the Final Application at least 30 days prior to the occupancy of the Project, except the Applicant will not be required to submit the related occupancy permit from the applicable municipality and/or any related "EnerGuide Energy Efficiency Evaluation Report" required pursuant to this Preliminary Application to the extent either is not available at such time, but will be required to submit such documents within six(6) months of the date of submission of such Final Application, and in any event, the Applicant must have submitted such occupancy permit on or before March 31, 2015 and such "EnerGuide Energy Efficiency Evaluation Report" on or before June 30, 2015;
- (f) the Project must not have been commenced prior to January 1, 2011;
- (g) the Prescriptive Measure(s), Performance Based Measure(s) and/or Custom Measure(s) must have been installed, implemented or undertaken and completed (i.e., fully installed, implemented or undertaken and completed and ready for service) by December 31, 2014; and
- (h) the Preliminary Application for this Project must have been approved by the LDC.

2. Applicant Eligibility Criteria

To be an Eligible Home Builder under the Initiative, the Applicant must be a home builder or renovator, as the case may be. If the home builder is a corporation, it must also provide a certificate of status. If the home builder is limited liability partnership, it must also provide a copy of its filed limited liability partnership declaration.

3. Project Eligibility Criteria

The Project must:

- (a) be in respect of a residential new construction project that satisfies all of the following criteria:
 - (i) the building will be compliant with Part 9 of the Ontario Building Code;
 - (ii) the building will have three or fewer storeys in building height;
 - (iii) the building will have an area not exceeding 600 m²;
 - (iv) the building will be used for residential occupancies (occupancy or use of a building, or a partial building, by persons for whom sleeping accommodation is provided but who are not harboured or detained there to receive medical care or treatment or who are not involuntarily detained there); provided that site assembled and factory built homes are eligible if they have a foundation and involve some site assembly;
 - (v) the building does not include (A) a manufactured home with a chassis, (B) a residential building with four or more floors or (C) a residential building with a footprint larger than 600 m²;
 - (vi) the building requires a building permit; and

- (vii) the building is connected, or will be connected once the new construction project is installed, implemented or undertaken and completed, to the LDC's distribution system; or
- (b) be in respect of an extensive renovation to existing buildings project that satisfies all of the following criteria:
 - (i) the renovated building is already constructed and is compliant with Section 3(a)(ii), (iii) and (iv) of this Schedule "B";
 - (ii) it complies with the following:
 - A. the existing interior walls, ceiling or floor assemblies within the renovated area of the building (in this Section, the "**suite**", which refers to the renovated area of the building) are substantially removed in an existing building;
 - B. new interior walls or floor assemblies are installed;
 - C. replacement of one or more systems (which include framing, exterior cladding, roofing, windows, heating ventilation or air conditioning, foundation, flooring or plumbing systems);
 - D. the suite has an area greater than 50 m²; and
 - E. the renovation within the suite results in the suite being unable to be occupied for a minimum of 30 days;
 - (iii) it requires a building permit; and
 - (iv) the renovated building is connected, or will be connected once the renovation project is installed, implemented or undertaken and completed, to the LDC's distribution system.

