

Application Form

All worksheets, appendices and supporting documentation for your Project(s) must be attached. Incomplete applications will not be processed and will be returned to the Applicant. The Applicant must signify its acceptance of the Terms and Conditions of this Application (the “**Application**”) and the accompanying Participant Agreement (together, the “**Agreement**”) before forwarding to the Independent Electricity System Operator (the “**IESO**”). *Please check each box to confirm the required documentation is submitted to the IESO as part of your Application prior to beginning your Project(s):*

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

THIS APPLICATION MAY BE REJECTED BY THE IESO FOR ANY REASON.

PRIOR TO *commencing your Project(s)*

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

AFTER *completing your Project(s):*

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

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

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

LEGAL NAME OF APPLICANT

ADDRESS

CITY

PROVINCE

POSTAL CODE

CONTACT NAME AND TITLE

DAY PHONE

FAX

EMAIL

HST REGISTRANT #:

CHECK ONE:

OWNER

TENANT/LEASEHOLDER

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

NAME AND TITLE OF CONTACT

ADDRESS

CITY

PROVINCE

POSTAL CODE

DAY PHONE

FAX

EMAIL

3. Applicant's Certification Statement (required):

I have authority to bind the company,

*NAME: _____ *TITLE: _____

*APPLICANT/LEGAL COMPANY NAME: _____ AUTHORIZED SIGNATURE: _____ DATE (DD/MM/YYYY): _____

*NAME: _____ *TITLE: _____

*APPLICANT/LEGAL COMPANY NAME: _____ AUTHORIZED SIGNATURE: _____ DATE (DD/MM/YYYY): _____

** please print and send an original copy with signatures to **Independent Electricity System Operator**.*

PARTICIPANT AGREEMENT

The Participant (being the "Applicant" in the Application) has applied for Participant Incentives, in respect of Eligible Costs, pursuant to the Application submitted to the Independent Electricity System Operator under the Retrofit Initiative under the Industrial Accelerator Program. All capitalized terms not defined herein will have the meanings in Schedule 1.

1. PARTICIPANT INCENTIVE: The Independent Electricity System Operator will, subject to the terms and conditions of this Participant Agreement and the Application, pay to the Participant a Participant Incentive for the implementation of each Project described in the approved Application. In addition to the other provisions hereof, payment of the Participant Incentive is subject to and conditional upon the following terms and conditions:
 - (a) the Participant will implement each of the Projects described in the Application by each Project's project completion date provided in the Application and in no event after December 31, 2022;
 - (b) the Participant will provide the Independent Electricity System Operator with evidence of the implementation and completion of each Project and verification of each Project's Eligible Costs, in the form of accounting records and contractor invoices, and any other evidence that the Independent Electricity System Operator may require, including visual inspections by the Program Operators;
 - (c) the Independent Electricity System Operator will have the right in its absolute discretion to decide whether or not to accept or approve the evidence provided pursuant to Section 1(b); and
 - (d) the Participant will provide an invoice to the Independent Electricity System Operator for the Participant Incentive no later than 150 days following project completion.

2. AMOUNT AND FORM OF PARTICIPANT INCENTIVE: The Participant acknowledges that the total amount of the estimated Participant Incentives set forth in the Application is based upon estimated demand savings, estimated electricity savings and estimated Eligible Costs based on the Application and, subject to the following, will be the maximum amount payable hereunder. Upon the completion and verification of each Project, the Independent Electricity System Operator will recalculate the amount of the Participant Incentive based upon the best available information at such time subject, however to the limitation that the recalculated Participant Incentive may not be more than 10% greater than the estimated Participant Incentive in the Application. A Participant may however submit an Application to amend the scope of a Project prior to the completion of that Project, where such change in Project will result in a greater than 10% increase to the Participant Incentive. The total amount of the Participant Incentives determined by the Independent Electricity System Operator will be paid by the Independent Electricity System Operator as a lump sum payment, on the later of:
 - (a) for Projects that do not require the completion and approval of a Final Evaluation and Incentive Report (as defined in Section 8(c)), within 90 days after the completion of the last of such Projects, and any post-project site visits and inspections required in respect thereof, is completed; and

- (b) for Projects that require the completion and approval of a Final Evaluation and Incentive Report, within 90 days of the completion of the last of such Projects and of the last of such Final Evaluation and Incentive Reports being finalized;

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

The Participant acknowledges and agrees that it is in the Independent Electricity System Operator's discretion to determine which Projects require the completion and approval of a Final Evaluation and Incentive Report.

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

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

4. EVENTS OF DEFAULT

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

- (a) if equipment or improvements implemented through a Project requires any modification during the Period and the Participant does not obtain the Independent Electricity System Operator's written consent prior to carrying out any such modification, which consent may be withheld in the Independent Electricity System Operator's sole discretion;
- (b) if the equipment or improvements implemented through a Project ceases operation before the end of the Period;
- (c) if the Participant does not perform or comply with any term or condition of this Agreement or if any representation, warranty or certification made by the Participant is untrue, incomplete or inaccurate;
- (d) if the Participant is insolvent or files or is the subject of a petition in bankruptcy; or
- (e) if any equipment replaced is not properly decommissioned or such equipment is used again.

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

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

For the purposes of this calculation: (a) an Event of Default occurring at any time during a month will be deemed as an Event of Default for the full month; and (b) for an Event of Default in Section 1(a), the "Months Remaining in Period" will be deemed to be 48.

If an Event of Default is occurring under two or more Participant Agreements for a Participant, the Independent Electricity System Operator may, upon written notice, refuse payment of Participant Incentives for all Projects completed by the Participant under any Participant Agreement.

6. **PROJECT DETAILED INFORMATION:** The Independent Electricity System Operator shall have the right to publicize the features or equipment described in the Application to potential participants who are considering the Initiative and may refer any interested party to the Participant, unless the Participant clearly indicates which sections of the Application are to remain confidential or otherwise provides a written request to the Independent Electricity System Operator that this information remain confidential.
7. **REPRESENTATIONS AND WARRANTIES:** The Participant represents, warrants and agrees that (a) except as set out in the Application, no Project has received, is receiving or will receive any financial incentives generally funded by energy ratepayers or taxpayers in the Province of Ontario or rebates from manufacturers or wholesalers or other supply chain participants; (b) it has all required rights and authority to install the equipment and improvements and to carry out all other obligations in this Participant Agreement; (c) all information in the Application, including any attached documentation, is true, accurate and complete; (d) if applying for a Participant Incentive relating to a Multi-Family Building, it is a Multi-Family Housing Provider; (e) it would not otherwise have undertaken the Project(s) without the financial support and participation of the Independent Electricity System Operator; (f) it has the authority and capacity to enter into this Agreement; (g) it satisfies the eligibility criteria set forth in Schedule 3 and the Project is an Eligible Project as set forth in Schedule 3. The Participant further acknowledges that it is an independent contractor, and that there is no joint venture, partnership or agency created or implied by this Agreement.

8. **EVALUATION, MEASUREMENT AND VERIFICATION, AUDIT:** The Participant will participate in any surveys, studies, audits, evaluations or verifications conducted by the Independent Electricity System Operator or its service providers and/or contractors (collectively, the “**Program Operators**”) in connection with the Initiative, including for the purpose of proper administration, monitoring and verification of this Agreement or evaluation of the Initiative, and will provide to the Program Operators reasonable access to the Participant’s records and facilities for such purposes. The Participant further agrees that it will:
- (a) for Projects that include Custom Measures for which the Participant Incentive is estimated to be greater than \$10,000, prepare and submit to the Independent Electricity System Operator a Project M&V Plan;
 - (b) in respect of each Project, implement the Project M&V Plan, if any;
 - (c) submit to the Independent Electricity System Operator evaluation and incentive reports created prior to the commencement of a Project (each such report being an “**Advanced Evaluation and Incentive Report**”) and review and provide comments to Independent Electricity System Operator within two weeks after receiving a request from Independent Electricity System Operator relating to such reports;
 - (d) if required by the Independent Electricity System Operator, submit to Independent Electricity System Operator evaluation and incentive reports created after the completion of a Project (each such report being a “**Final Evaluation and Incentive Report**”) and review and provide comments to the Independent Electricity System Operator within two weeks after receiving a request from the Independent Electricity System Operator relating to such reports;
 - (e) assist the Independent Electricity System Operator in reviewing a Project M&V Plan, Advanced Evaluation, and Incentive Reports, and Final Evaluation and Incentive Reports (if applicable) for each Project by, among other things:
 - (i) using commercially reasonable efforts to obtain interval electricity data for such Project (where available) for the 12 months leading up to the start of such Project and up to 48 months following the completion of such Project;
 - (ii) if applicable, providing empirical evidence to the Independent Electricity System Operator to determine why estimated electricity savings and demand savings contemplated in an Advanced Evaluation and Incentive Report differ substantially from savings assessed in a Final Evaluation and Incentive Report; and
 - (iii) working with the Independent Electricity System Operator to ensure that Project M&V Plans, Advanced Evaluation and Incentive Reports and Final Evaluation and Incentive Reports are free of any defects of data or errors.
9. **EQUIPMENT DISPOSAL AND DECOMMISSIONING:** The Participant will take all necessary steps to have equipment that was removed or replaced as part of any Project disposed of or decommissioned in accordance with appropriate disposal or decommissioning processes, applicable laws, and in accordance with commercially reasonable environmental practices and shall evidence such activities by appropriate disposal certificates or similar documentation.
10. **ENVIRONMENTAL ATTRIBUTES:** All Environmental Attributes arising in respect of Electricity Savings for which the Project Incentive has been paid (the “**Electricity Savings Environmental Attributes**”) will be allocated on a proportionate basis, with the IESO owning an amount equal to the total quantity of Electricity Savings Environmental Attributes multiplied by the Funding Percentage (the result being the “**IESO Environmental Attributes**”) and the Participant owning the remaining quantity of Electricity Savings Environmental Attributes. All other Environmental Attributes arising in relation to a Participant’s Facility will be owned by the Participant and the IESO will have no entitlement thereto. The Participant hereby grants, transfers, conveys, assigns and sets over to, or to the extent such transfer or assignment is not permitted, holds in trust for, the IESO free and clear of all liens, claims and encumbrances other than those in favour of the IESO, all of the Participant’s right, title, benefit and interest in and to the IESO Environmental Attributes, and the IESO will own all right, title, benefit and interest in and to all IESO Environmental Attributes.
11. **NO WARRANTY:** Except as specifically set forth or referenced in this Agreement, there are no representations, warranties, or conditions of either party to this Agreement, express, implied, statutory or otherwise, regarding any matter, including any implied warranties or conditions of quality, workmanship, safety, legal compliance or fitness for a particular purpose. Without limiting the generality of the foregoing, the Participant acknowledges that its participation in the Initiative is based upon its own assessment of the Initiative and not on any reliance on anticipated or projected results, and that such participation may not result in the achievement of any electricity savings or demand savings, which are expressly disclaimed by the Participant.
12. **ASSIGNMENT:** This Agreement will enure to the benefit of and be binding upon the parties and their respective successors and assigns. This Agreement will not be assigned to another person other than an affiliate except with the prior written consent of the Independent Electricity System Operator, which consent may not be unreasonably withheld or delayed.
13. **SUBCONTRACTING BY THE INDEPENDENT ELECTRICITY SYSTEM OPERATOR:** The Independent Electricity System Operator may subcontract any of its responsibilities under this Agreement to an affiliate or a third party.
14. **MISCELLANEOUS:** Except as otherwise provided, this Agreement constitutes the entire agreement between the parties in connection with its subject matter and supersedes all prior representations, communications, negotiations and understandings, whether oral, written, express or

implied, concerning the subject matter of this Agreement. This Agreement may not be varied, amended or supplemented except by an agreement executed by both of the parties. Each of the parties will, from time to time, on written request of the other party, do all such further acts and execute and deliver or cause to be done, executed and delivered all such further things as may be reasonably required in order to fully perform and to more effectively implement the terms of this Agreement. This Agreement will be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein. The invalidity, unenforceability or illegality of any provision in this Agreement will not, to the extent permitted by applicable laws, affect the validity, enforceability or legality of any other provision of this Agreement, which will remain in full force and effect.

15. **TERM AND TERMINATION:** Except as otherwise specified herein, this Agreement will terminate upon the expiration of the Period, upon notice from Independent Electricity System Operator following any Event of Default herein, or as otherwise determined by the Independent Electricity System Operator in its reasonable discretion. Sections 7, 8, 10, 11, 15 and 18 of this Agreement will survive the termination of this Agreement.
16. **COVENANT NOT TO INCREASE RENT:** If the Participant is an owner or operator of a facility which permits tenants to occupy rental units subject to the *Residential Tenancies Act, 2006* (the “**RTA**”), the Participant shall not use the Participant Incentives as a basis for applying to the Landlord and Tenant Board (being the “**Board**” in the RTA), for an increase in the annual rent amounts paid by such tenants above the annual rent-increase guideline permitted under the RTA.
17. **COLLECTION OF PARTICIPANT INFORMATION AND INDEMNITY:** The Participant understands and agrees that by submitting the Application, whether or not this Application is accepted: (a) it hereby consents to the collection, use, disclosure and other handling of any information it provides to the Program Operators, including personal information and records showing historical energy use and consumption (the “**Participant Information**”) by the Program Operators for purposes relating to the operation, administration or assessment of the Initiative or the Application or the Agreement, and in connection with any reporting activities relating to the Initiative, which shall include, without limitation: (i) sharing of Participant Information among the Program Operators; (ii) use by the Program Operators of the Participant Information provided by the Participant to conduct, analyze and report on the results of surveys and modify the Initiative based on such surveys; and (iii) disclosure to the Ontario Energy Board, the Ontario Ministry of Energy or the Ontario Environmental Commissioner or their respective successors; and (b) it will indemnify and save harmless each of the Program Operators and their respective directors, officers and employees from any and all liability and all claims, losses, damages (including indirect or consequential damages), expenses and proceedings for personal injury (including death) or property damage of any person relating to, in connection with, resulting from, or arising out of the Initiative, including by reason of the actual or alleged implementation of any Project and its operation or any other matter contemplated by this Application or the Agreement.
18. **COMPLIANCE WITH LAWS:** Each party to this Agreement will comply, in all material respects, with all laws and regulations required to be complied with in the performance of its obligations hereunder.
19. **FACSIMILE/ELECTRONIC SIGNATURES:** This Agreement may be executed and delivered by facsimile transmission or by any other method of electronic execution and the parties may rely upon all such signatures as though such signatures were original signatures.

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

PARTICIPANT/LEGAL COMPANY NAME:

AUTHORIZED SIGNATURE:

DATE:

SCHEDULE 1

DEFINITIONS

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

“**Custom Measures**” means measures:

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

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

“**Demand Savings**” has the meaning set forth in Schedule 3.

“**Eligible Cost**” means the costs described in Schedule 2.

“**Eligible Measures**” means eligible Custom Measures and Prescriptive Measures, as applicable.

“**Energy Savings**” has the meaning set forth in Schedule 3.

“**IESO**” means the Independent Electricity System Operator in the Province of Ontario, or its successor.

“**IESO-Controlled Grid**” has the meaning ascribed to it by the IESO Market Rules made under section 32 of the *Electricity Act, 1998*, together with all market manuals, policies and guidelines issued by the IESO, all as amended or replaced from time to time;

“**Initiative**” means the Retrofit Initiative under the Industrial Accelerator Program.

“**insolvent**” means, in respect of a Person, a Person:

- (a) who is for any reason unable to meet its obligations as they generally become due or otherwise acknowledges its insolvency,
- (b) who has ceased paying its current obligations in the ordinary course of business as they generally become due,
- (c) who has ceased to carry on business in the ordinary course,
- (d) who institutes any proceeding, takes any corporate action, or executes any agreement to authorize its participation in or the commencement of any proceeding seeking: (1) to adjudicate it a bankrupt or insolvent; (2) liquidation, dissolution, winding-up, reorganization, arrangement, protection, relief or composition of it or any of its property or debts or making a proposal with respect to it under any law relating to bankruptcy, insolvency, reorganization or compromise of debts or other similar laws; or (3) appointment of a receiver, trustee, agent, custodian or other similar official for it or for any substantial part of its properties and assets, or
- (e) the aggregate of whose property is not, at a fair valuation, sufficient, or, if disposed of at a fairly conducted sale under legal process, would not be sufficient to enable payment of all its obligations, due and accruing due.

“**Multi-Family Building**” means a facility which houses multiple residential tenants.

“**Multi-Family Building Adder**” means an incremental amount added to the Participant Incentive payable to a Multi-Family Housing Provider in respect of a Project as set forth in Schedule 2.

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

“**Participant Incentive**” means financial assistance for Eligible Costs which shall be in an amount determined by the Independent Electricity System Operator:

- (a) for a Project which includes only Prescriptive Measures shall be determined based on the Prescriptive Worksheet for such Project up to a maximum of the actual Eligible Costs for the Project; and

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

“**Period**” has the meaning provided in Section 3.

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

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

“**Person**” means a natural person, firm, trust, partnership, limited partnership, company or corporation (with or without share capital), joint venture, sole proprietorship, governmental authority or other entity of any kind.

“**Project**” means the installation of Prescriptive Measures or Custom Measures implemented at a single facility that satisfies the eligibility criteria set out in Schedule 3.

“**Project M&V Plan**” means a plan to conduct measurements and verification of the electricity savings and demand savings in respect of a Project, in accordance with *IAP Retrofit – Project Measurement and Verification Procedures*, dated February 24, 2017.

“**Technical Reviewer**” means a Person retained by the IESO having on its staff individuals who have the professional experience and qualifications approved by the IESO.

“**Tenant Education Proposal**” means a proposal, in form and substance satisfactory to the Independent Electricity System Operator, submitted by a Multi-Family Housing Provider with an Application.

SCHEDULE 2

ELIGIBLE COSTS

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

- (i) for Prescriptive Measures, the actual costs of the equipment purchased and installed;
- (ii) for Custom Measures:
 - A. the actual costs of the equipment purchased and installed;
 - B. the actual costs of labour for the installation of the equipment by suppliers;
 - C. actual costs to dispose of or decommission the replaced equipment;
 - D. actual costs of inspections of the Project as may be required pursuant to applicable laws and regulations;
 - E. actual costs of energy audits not funded under other initiatives;
 - F. actual costs of design, engineering and/or architecture associated with a Project;
 - G. project management costs provided by third parties;
 - H. shipping, delivery, duties and other costs applicable to the delivery of equipment to the facility; and
 - I. actual costs to prepare and implement the Project M&V Plan or costs to assist the Independent Electricity System Operator in obtaining the information and supporting documentation to prepare the Advanced Evaluation and Incentive Report and the Final Evaluation and Incentive Report.

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

- (i) any costs that are not third party costs or that are internal costs of the Participant, including costs of the Participant's labour, service, administration or overhead;
- (ii) financing costs of the Participant;
- (iii) related insurance costs of the Participant;
- (iv) costs associated with post-installation maintenance or service contracts;
- (v) costs of spare parts, spare equipment or other inventories;
- (vi) purchase or lease of tools for installation of equipment;
- (vii) HST;
- (viii) a portion of the costs of Eligible Measures that have been or will be received from financial incentives generally funded by energy ratepayers or taxpayers in the Province of Ontario or rebates from manufacturers or wholesalers or other supply chain participants; and
- (ix) costs associated with any Project for which an application has been made to recover or obtain reimbursement for or payment for such costs under any other IESO initiative or program.

Multi-Family Building Adder

Participant Incentives for Multi-Family Housing Provider Participants

(a) The Multi-Family Building Adder in respect of a proposed Project that is the subject of a Participant Agreement will be calculated as the product of \$200/kW and the total estimated Demand Savings set forth in such Participant Agreement, to a maximum of 10% of the Participant Incentive set forth in such Participant Agreement without inclusion of such Multi-Family Building Adder.

(b) The Multi-Family Building Adder will be payable to a Participant that is a Multi-Family Housing Provider in addition to, and together with, the Participant Incentive, and will be subject to the same terms and conditions of payment of the Participant Incentive in all respects.

SCHEDULE 3

ELIGIBILITY CRITERIA

1.1 Participant Eligibility Criteria

To be an eligible Participant under the Initiative, a Person must:

- a) be an industrial, commercial or institutional consumer with a Project that is directly or indirectly connected to the IESO-Controlled Grid and not to a distribution system;
- b) have required rights and authority to have the Project(s) installed; and
- c) not be insolvent or bankrupt.

1.2 Project and Measure Eligibility Criteria

To be an eligible Project, the proposed Project must:

- a) be comprised of eligible Prescriptive Measures and Custom Measures, as applicable; provided, however, that a Project that is comprised only of Custom Measures may not include Prescriptive Measures without the prior written consent of the IESO;
- b) in the case of a Project with only Prescriptive Measures, have a minimum Participant Incentive of \$100;
- c) in the case of a Project with Custom Measures:
 - i) have a minimum estimated Demand Savings of 1kW and/or annual estimated Energy Savings of 2,000 kWh; and
 - ii) must be projected to deliver such Demand Savings and/or Energy Savings for a minimum period of 48 months from the in-service date of the Project;
- d) in the case of a Project involving Custom Measures by a Participant who is classified as industrial, the estimated Participant Incentive must be no more than \$500,000;
- e) not be an Ineligible Project; and
- f) be located in a facility owned or occupied by the Participant that is connected directly or indirectly to the IESO-Controlled Grid and not to a distribution system.

For certainty, an eligible Project may be in relation to a facility that is a structure that is not a building, including for example a free standing billboard. For the purposes of this Agreement:

Demand Savings (kW) are the maximum reduction in electricity demand between the base case and the energy efficient case occurring in the same hour between 11 am to 5 pm on business days, June 1 through September 30. For Measures that are weather dependent, Demand Savings shall be considered as occurring at peak design load conditions.

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

1.3 Ineligible Projects and Measures

None of the following types of projects qualifies as an eligible Project (each, an **"Ineligible Project"**):

- a) projects based on Custom Worksheets proposing Custom Measures that are not generally commercially available, are pilot or demonstration projects, or are otherwise unproven;
- b) projects based on Prescriptive Worksheets where the proposed Project purports to replace existing equipment that is not listed on the Prescriptive Worksheet;

RETROFIT

- c) projects where prior to submitting an Application, the applicant has entered into a binding commitment to acquire the Custom Measures or Prescriptive Measures, or services required to install such measures; or
- d) projects that have entered into a Project Incentive Agreement or have submitted a Project Incentive Application under the Process and Systems Initiative (formerly known as the Industrial Accelerator Program).

Appendix A: PRE-PROJECT SUBMISSION FORM

INSTRUCTIONS:

Please complete ALL required fields below.

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

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

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

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

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

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

1. Tenant Education Election (optional)

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

2. Building where Eligible Measures will be installed:

BUILDING NAME (if applicable)

ADDRESS

CITY

PROVINCE

POSTAL CODE

HST REGISTRANT #

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

- | | | |
|---|---|---|
| <input type="checkbox"/> Commercial – Large Office | <input type="checkbox"/> Multi-Residential – Condominium | <input type="checkbox"/> Government/ Publicly Owned – Administrative Buildings |
| <input type="checkbox"/> Commercial – Small Office | <input type="checkbox"/> Multi-Residential – Rental Apartment | <input type="checkbox"/> Government/ Publicly Owned – Government- Culture & Tourism |
| <input type="checkbox"/> Commercial – Large Retail | <input type="checkbox"/> Multi-Residential – Other – Please Specify: _____ | <input type="checkbox"/> Government/ Publicly Owned – Emergency Services |
| <input type="checkbox"/> Commercial – Small Retail | <input type="checkbox"/> Industrial / Manufacturing – Warehouse | <input type="checkbox"/> Government/ Publicly Owned – Parks/Recreation |
| <input type="checkbox"/> Commercial – Food Retail | <input type="checkbox"/> Industrial / Manufacturing – Iron & Steel | <input type="checkbox"/> Government/ Publicly Owned – Public Works |
| <input type="checkbox"/> Commercial – Restaurant | <input type="checkbox"/> Industrial / Manufacturing – Pulp & Paper | <input type="checkbox"/> Government/ Publicly Owned – Other – Please Specify: _____ |
| <input type="checkbox"/> Commercial – Large Hotel | <input type="checkbox"/> Industrial / Manufacturing – Petroleum / Plastic | <input type="checkbox"/> Agricultural – Cattle Farm |
| <input type="checkbox"/> Commercial – Other Hotel & Motel | <input type="checkbox"/> Industrial / Manufacturing – Mining | <input type="checkbox"/> Agricultural – Dairy Farm |
| <input type="checkbox"/> Commercial – Hospital | <input type="checkbox"/> Industrial / Manufacturing – Automotive | <input type="checkbox"/> Agricultural – Greenhouse |
| <input type="checkbox"/> Commercial – Long Term Care | <input type="checkbox"/> Industrial / Manufacturing – Cement & Non-Metallic Mineral | <input type="checkbox"/> Agricultural – Poultry |
| <input type="checkbox"/> Commercial – Schools (K-12) | <input type="checkbox"/> Industrial / Manufacturing – Food & Beverage | <input type="checkbox"/> Agricultural – Swine |
| <input type="checkbox"/> Commercial – University & Colleges | <input type="checkbox"/> Industrial / Manufacturing – Manufacturing | <input type="checkbox"/> Agricultural – Other – Please Specify: _____ |
| <input type="checkbox"/> Commercial – Warehouse & Wholesale | <input type="checkbox"/> Industrial / Manufacturing – Strip Mall / Unit | |
| <input type="checkbox"/> Commercial – Religious Institutions | <input type="checkbox"/> Industrial / Manufacturing – Other – Please Specify: _____ | |
| <input type="checkbox"/> Commercial – Other – Please Specify: _____ | | |

4. Which of the following best describes this Project (required)?

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

5. Building Characteristics (required):

TOTAL BUILDING/FLOOR AREA:
 m2 sq. ft
 AGE OF BUILDING:
 NUMBER OF FLOORS:
 EXISTING COOLING SYSTEM:
 EXISTING HEATING SYSTEM:
 ESTIMATES ANNUAL CONSUMPTION (kWh):
 ESTIMATED SUMMER PEAK DEMAND (kW):
 (if known)
 (if known)

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

- PRESCRIPTIVE PROJECT
 CUSTOM PROJECT

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

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

8. Participant Incentive amounts (required)

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

9. Project Timeline (required):

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

10. Have you received any other financial incentive(s) for this project through any other public program (required)? YES NO

If yes, please specify the following:

NAME OF PROGRAM:	FUNDING PROVIDER:	FUNDING AMOUNT: \$
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11. Other comments (for example, special site requirements or conditions which Technical Reviewers should be aware of, etc):

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

NAME:	TITLE:
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APPLICANT/LEGAL COMPANY NAME:	AUTHORIZED SIGNATURE:	DATE:
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NAME:	TITLE:
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APPLICANT/LEGAL COMPANY NAME:	AUTHORIZED SIGNATURE:	DATE:
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12. Project Management (FOR INDEPENDENT ELECTRICITY SYSTEM OPERATOR USE ONLY)

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

NAME: _____ TITLE: _____

INDEPENDENT ELECTRICITY SYSTEM OPERATOR AUTHORIZED SIGNATURE: _____ DATE: _____

NAME: _____ TITLE: _____

INDEPENDENT ELECTRICITY SYSTEM OPERATOR AUTHORIZED SIGNATURE: _____ DATE: _____

Appendix B: POST-PROJECT SUBMISSION FORM

INSTRUCTIONS:

Please complete ALL required fields below.

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

- Invoices showing proof of payment
- Other supporting documentation as required pursuant to the Prescriptive Worksheets or Custom Worksheets.

1. Tenant Education Election (optional)

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

2. Building where Eligible Measures were installed:

BUILDING NAME (if applicable) _____

ADDRESS _____ CITY _____ PROVINCE _____ POSTAL CODE _____

HST REGISTRANT # _____

8. Project Management (FOR INDEPENDENT ELECTRICITY SYSTEM OPERATOR USE ONLY)

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

NAME: _____ TITLE: _____

INDEPENDENT ELECTRICITY SYSTEM OPERATOR AUTHORIZED SIGNATURE: _____ DATE: _____

NAME: _____ TITLE: _____

INDEPENDENT ELECTRICITY SYSTEM OPERATOR AUTHORIZED SIGNATURE: _____ DATE: _____