

Residential New Construction Program

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 THE LOCAL DISTRIBUTION COMPANY (THE “**LDC**”). 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 highlighted in yellow must be completed in order for this Final Application to be accepted for review by the LDC. See Schedule “A” 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, complete and accurate, and the Applicant has invoices supporting the purchase and costs of all Eligible Prescriptive Measures and all Eligible Custom Measures;
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, the Applicant 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 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 IESO, or may further transfer and assign to the IESO, such Environmental Attributes and that the IESO may direct the Applicant in the same manner as the LDC and that the IESO 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 IESO; 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 IESO of the applicable provisions set out in this Final Application, including Sections 7 and 8 above, and the LDC accepts such appointment.

APPLICANT/LEGAL ENTITY NAME
DATE

AUTHORIZED SIGNATURE

PARTICIPANT AGREEMENT

1. Defined Terms. All capitalized terms not herein defined will have the meanings given in Schedule “A” attached hereto or the saveONenergy New Construction Program Rules (the “**Program Rules**”), as applicable.

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 the below amounts to the Applicant who, subject to Section 4, satisfies the applicable Eligibility Criteria:

A. with respect to any Prescriptive Component, a payment equal to the Participant Incentive amount set out in the Eligible Measures and Participant Incentives List in the Program Rules 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 Participant Incentive amount(s) calculated according to the Eligible Measures and Participant Incentives List in the Program Rules 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 Participant Incentive amount(s) set out in the Eligible Measures and Participant Incentives List in the Program Rules 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.

(c) In addition to the Incentive(s), the LDC will be obligated to pay 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 IESO 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 (x) 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 or (y) an “ENERGY STAR® Qualified New Home Version 12.3 Certificate” signed by a qualified energy advisor confirming that the subject home meets the ENERGY STAR for New Homes guidelines for energy efficiency as established by Natural Resources Canada, 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 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) March 31, 2021, 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, 2020; and

(c) March 31, 2021, 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, 2020.

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 IESO and its successors and assigns. The IESO 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 IESO 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 IESO.

7. Evaluation, Monitoring and Verification; Audit. The Applicant will participate in any surveys, studies, audits, evaluations or verifications conducted by the LDC or the IESO 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 IESO 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.

13. Consent.

- (a) If the Applicant wishes the LDC to communicate with it by email in connection with future conservation programs, customer satisfaction surveys and other related purposes, **initial here**_____. The Applicant may withdraw its consent anytime. The Applicant may contact the LDC at the address set out at saveonenergy.ca/ldc-contact.
- (b) If the Applicant wishes the IESO to communicate with it by email in connection with future conservation program, customer satisfaction surveys and other purposes, **initial here**_____.



The Applicant may withdraw its consent at anytime. The Applicant may contact the IESO at 120 Adelaide Street W, Suite 1600, Toronto, ON M5H 1T1 or customer.relations@ieso.ca on whose behalf the LDC is requesting this confirmation.

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

All capitalized terms used but not defined in this Preliminary Application have the meanings given to them in the saveONenergy New Construction Program Rules or the Energy Conservation Agreement between the LDC and the IESO as applicable. The following terms have the meanings stated below when used in this Preliminary Application

“**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 Measure**” mean a measure identified in this Final Application as a “Custom Measure.”

“**Eligibility Criteria**” means, collectively, (i) the Applicant 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 Home Builder**” means a home builder or renovator who satisfies all of the Home Builder Eligibility Criteria.

“**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 a Final Application in the form provided by the LDC that has been submitted by the Eligible Home Builder for Approval by the LDC, on a final basis, along with a signed Participant Agreement.

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

“**IESO**” means the Independent Electricity System Operator or its successor.

“**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 and the corresponding Participant Agreement (if any).

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

“**Initiative**” means the saveONenergy New Construction Program offered by the LDC under the Conservation First Framework

“**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)*.

“**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 all 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 Measure**” means a measure identified in this Final Application as a “Performance Based Measure.”

“**Preliminary Application**” has the meaning given to it on the first page of this application.

“**Prescriptive Measure**” means a measure identified in this Final Application as a “Prescriptive Measure.”

“**Program Operators**” means, collectively, the LDC, the IESO 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 Section 3 of Schedule “B” under the heading “Project Eligibility Criteria”.

SCHEDULE B

ELIGIBILITY REQUIREMENTS

1. Additional Eligibility Criteria

In addition to any other applicable criteria set out in this Preliminary Application, for the Applicant to be eligible to receive an Incentive under the Initiative:

- (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 IESO-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 "EnerGuide Energy Efficiency Evaluation Report" or "ENERGY STAR® Qualified New Home Version 12.3 Certificate" within six(6) months of the date of submission of the Final Application, and in any event, the Applicant must have submitted such occupancy permit on or before December 31, 2020 and such "EnerGuide Energy Efficiency Evaluation Report" or "ENERGY STAR® Qualified New Home Version 12.3 Certificate" on or before December 31, 2020;
- (f) no Eligible Project may have been commenced prior to January 1, 2015;
- (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, 2020; and
- (h) the submitted Approved Preliminary Application of each Eligible Home Builder will have become an Approved Final Application.

2. Home Builder Eligibility Criteria

- (a) To be an Eligible Home Builder under the Initiative, the Applicant must be a home builder or renovator, as the case may be..
- (b) If the Applicant is a corporation, it must also provide a certificate of status.
- (c) If the Applicant 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:
 - (i) the building or all buildings will be located in Ontario;
 - (ii) the building or all buildings will be compliant with Part 9 of the Ontario Building Code;
 - (iii) the building or all buildings will have three or fewer storeys in building height;
 - (iv) the building or all buildings will have an area not exceeding 600 m²;
 - (v) the building or all buildings 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;
 - (vi) the building or all buildings do 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;
 - (vii) the building or all buildings require a building permit; and
 - (viii) the building or all buildings is/are 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(s) is/are already constructed and is compliant with Section 3(a)(i), (iii), (iv) and (v) of this Schedule "B";
 - (ii) it/they comply 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(s); and
 - (iv) the renovated building(s) is/are connected, or will be connected once the renovation project is installed, implemented or undertaken and completed, to the LDC's distribution system.